



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MAY 7, 2020
101 W. 8TH STREET
6:15 PM

The agenda is subject to *change, including the addition of items 24 hours in advance or the deletion of items at any time.*
The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

ZOOM INSTRUCTIONS

1. You are invited to a Zoom webinar.
When: May 7, 2020 06:15 PM Mountain Time (US and Canada)
Topic: 2020/05/07 Regular Council Meeting

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/82620601143>

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Webinar ID: 826 2060 1143

International numbers available: <https://us02web.zoom.us/j/82620601143>

TIME	ITEM	WORK SESSION	ACTION
4:45pm	2.	THIS WORK SESSION HAS BEEN CANCELLED 2020 Budget	Discussion and/or Action
TIME	ITEM	PRE-MEETING	ACTION
5:45pm	3.	Review of Regular Session Agenda	Information/Discussion
5:50pm	4.	Council Comments / Future Agendas	Information/Discussion
6:00pm	Meeting Set-up		
REGULAR SESSION			
6:15pm	5.	Roll Call	Quorum
	6.	Pledge of Allegiance	
	7.	Agenda Changes & Conflicts	
	8.	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	9.	Council Comments	
		A. Park to Kids Day Proclamation	Presentation
6:20pm	10.	Consent Agenda	
	<i>All matters under consent are considered to be routine and will be enacted by one motion and vote. The titles will not be read aloud. There will be no separate discussion on these items.</i>		

- A. 2020 IGA - Mosquito Control
- B. Ordinance No. 8, Series of 2020, An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Standards in the Glenwood Springs Municipal Code Related to Accessory Dwelling Units (SECOND READING)
- C. Minutes from Special City Council Meetings March 12, March 26, 2020 and Regular Meeting April 2, 2020
- D. Landfill Compost Facility Revisions per Approved EDOP Construction Award
- E. Award of Bid BD2020-16 Materials for Cardnell Substation

Budget 2020 Plan

6:25pm	2020 Budget Revision Plan	Discussion and/or Action Presentation
	A. 2020 Budget	Discussion and/or Action
TIME	ITEM	ACTION
6:35pm - 7:35pm	A. Get Glenwood Going Grant	Presentation
	B. Discretionary and Tourism Grants	Discussion and/or Action Presentation
	C. Visit Glenwood Presentation	Discussion and/or Action
	D. Ordinance No 11, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs Amending Section 040.020.170 of the Glenwood Springs Municipal Code that Provides for an Additional Economic Incentive Program Option for New Development, to Extend the Sunset Provision for Two Years to July 15, 2022 (FIRST READING)	Discussion and/or Action
	E. Consideration of Extending the Temporary Waiver of Lease and Application Fees through December 31, 2020 for all New and Existing Outdoor Dining Applications	Discussion and/or Action
ACTIONS AND/OR PRESENTATIONS		
7:25pm	11. Continued from April 2, 2020 Resolution 2020-9; A Resolution of the City of Glenwood Springs, Colorado Amending Resolution 2018-61 and Approving the Amended West Glenwood Springs Urban Renewal Plan	Discussion and/or Action
7:30pm	12. Continued from March 5, 2020 Resolution 2020-10; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Amending Resolution 2018-60, relating to the creation of the Glenwood Springs Urban Renewal Authority	Discussion and/or Action
7:35pm	13. Planning file: #10-20 Consideration of an Appeal of a Planning and Zoning Commission denial of a Special Use Permit for a Personal Care Boarding Home as provided for in Municipal Code section 070.030.030(c)(4). The Appeal was filed November 26, 2019 per the requirements of 070.060.070(c).Continued Open the public hearing from April 16, 2020 Regular meeting	Discussion and/or Action
8:15pm	14. Blue Star Recycling	Information/Discussion
8:25pm	15. IGA between the City of Glenwood Springs and RFTA for the Purchase of Property and the Performance of Transportation Projects	Discussion and/or Action

8:35pm	16. Resolution 2020-21; A Resolution of the City Council of the City of Glenwood Springs, Colorado Authorizing the exercise of Eminent Domain Powers to Acquire Property Interests Necessary to Facilitate the Reconstruction of South Midland Avenue	Discussion and/or Action
8:45pm	17. Ordinance 10, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado Regarding Section 020.010.020 of the Municipal Code to Temporarily Reduce the Compensation for City Council Members and the Mayor during the COVID-19 Pandemic (FIRST READING)	Discussion and/or Action
8:50pm	18. Report from City Administration A. City Manager B. City Attorney C. Correspondence Incoming/Outgoing	Information/Discussion
8:55pm	19. Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b), and (e) related to 27th Street	Information/Discussion
	20. Adjournment	



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: **THIS WORK SESSION HAS BEEN CANCELLED** 2020 Budget

Action Requested: Staff would like to brief Council on the expected economic impact of the Corona Virus on the City's 2020 budget and obtain direction in making budget adjustments.

Department: Finance

Presented By: Steve Boyd, COO
Yvette Gustad, Finance Director
Debra Figueroa, City Manager

Background Info: Glenwood's 2020 budget has been significantly impacted by the COVID-19 virus. This presentation is designed to help Council understand the impact on the revenues and expenses that we could experience. This work session is focused on the worst case scenario applied to the five funds that collect sales and use taxes; General Fund, Capital Projects Fund, Street Tax Fund, A&I Fund and Bus Tax Fund. Enterprise Funds and the Fleet Fund will be presented at the next regular Council meeting on May 21, 2020.

A memo detailing the impact will be circulated to Council via email on Saturday, May 2nd and added to this agenda item next week.

Issues:

Staff Recommendation: NA



Staff Memo

To: City Council
From: Debra, Steve and Yvette
RE: Ideas for Budget Adjustments
Date: May 7, 2020

Introduction

On March 11, 2020 Governor Jared Polis held a press conference to explain the previous evening's Declaration of a State of Emergency in Colorado and advised people that visiting Colorado's mountain resorts could jeopardize their health. That announcement caused a free-fall in revenues for Colorado tourist communities like the City of Glenwood Springs and led to the closing of attractions, hotels, retail stores, bars and restaurants. The City immediately suspended discretionary spending and paused other initiatives where possible during this time of uncertainty to save money and maintain flexibility.

City Response to Date

On March 13th Debra sent an all-staff communication defining Essential and Non-Essential Employees, providing information on telecommuting and establishing employee protocol. Department Heads were asked to halt discretionary spending and advised that wage and spending freezes would be imposed. On April 2nd administration sent correspondence to staff officially implementing a hiring and wage freeze, suspending all but select capital projects, halting travel and professional development and delaying purchases of equipment and vehicles. Other than temporary pay cuts no decisions were made at this time other than to delay spending.

Developments over the two weeks that followed made it clear that we were at the front end of a severe, prolonged economic downturn and that the high level of uncertainty would be with us for some time. In modeling various scenarios we established the following requirements.

COVID-19 PANDEMIC BUDGET ADJUSTMENT CRITERIA

- Maintain public safety, essential public services and critical business operations
- Plan for a worst-case that assumes no aid is received from external sources
- Do nothing that allows Rocky Mountain Resources to exploit this crisis for their benefit
- Retain staff so they are available when recovery begins
- Track COVID related expenses and apply for any emergency aid that becomes available
- Maintain a minimum level of reserves to operate the City

We will be most impacted economically in this crisis by a reduction in sales and use tax revenues. Spending cuts in the Capital Projects, Street Tax and A&I Funds can be accomplished largely by delaying capital projects. Payroll expenses are more difficult to cut. The City's Water, Electric, Landfill and Fleet funds have employees, but much of the spending is in capital projects that can be delayed. The General Fund is where most of our employees are paid and also receives the most sales tax revenue.

Three quarters of all General Fund expenditures are related to Full-time Employees (FTE) and it is not possible to make up for the millions in expected revenue loss through the use of reserves and cutting costs from the remaining 25% of the Fund's budget forcing at least a temporary decrease in compensation.

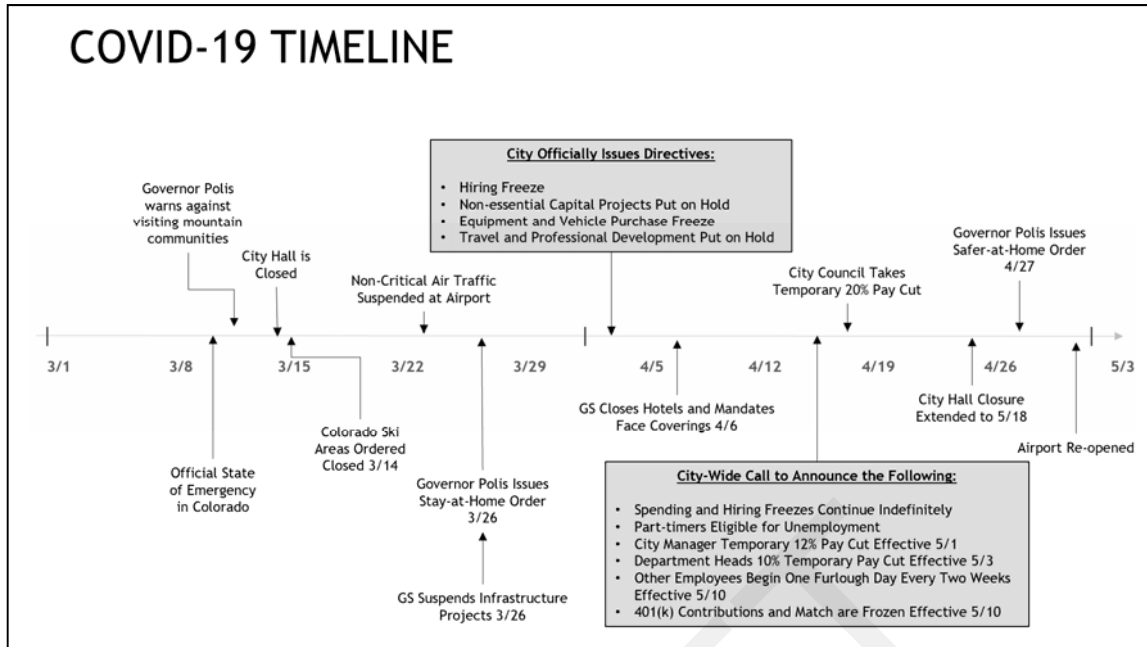
On April 11th Debra hosted an all-staff call that communicated the following actions:

- Debra will take a pay cut of approximately 12%, effective May 1 through end of 2020 unless the City's financial situation is better than anticipated.
- Part-time staff is laid off to allow them access to unemployment benefits effective April 17th.
- No certification raises, promotions or longevity payments until further notice.
- Department Heads receive a temporary 10% salary reduction beginning May 3rd.
- City 401(k) contributions will be halted starting May 10th.
- Other employees will temporarily begin taking one furlough day per pay period, essentially imposing a 10% salary decrease starting May 10th.
- Department Heads were directed to work together to cut 20% of discretionary, non-payroll General Fund spending.

The worst-case scenario assumes these measures stay in place for the rest of 2020, which would save \$1.4 million in 2020 General Fund spending.

GENERAL FUND PAYROLL CUT PARAMETERS

- Save around \$1.5 million by end of year
- Do not eliminate any full-time positions
- Have flexibility to change as needed
- Enable part-timers to receive unemployment benefits immediately
- Share payroll cuts as evenly as possible across the organization
- Give employees and families some time to plan for a change
- Afford employees the short-term security of not expecting further changes before July while staff and Council consider solutions

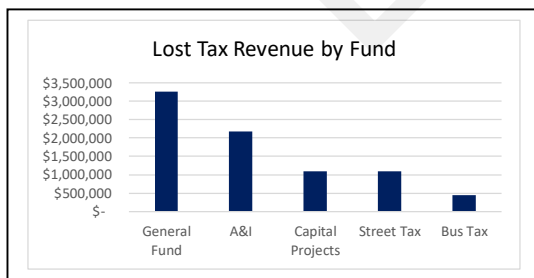


Current Situation

Staff is modeling several revenue scenarios for the last three quarters in 2020, the base case being down 25% from 2019 actuals. However, the purpose of this document is to project the impact of our worst reasonable case scenario, which is a reduction of 50% in sales tax from 2019.

Funds that rely on sales tax=> 1) General, 2) A&I, 3) Capital Projects, 4) Street Tax and 5) Bus Tax.

1. Sales Tax is the category that municipalities are most concerned will fall fastest and furthest.
2. Tourism is a sector of the economy that is expected to take the biggest hit.
3. We may be on our own - no reliable source of aid has been identified to help municipalities of our size stop the bleeding caused by lost revenue.



This combination will cause the City to lose millions of dollars in 2020 revenue. First quarter sales tax receipts are projected to be down approximately 7%. A CML poll reveals that Colorado Municipalities expect to see a 21% decrease in sales tax for the remainder of 2020. Staff believes that Glenwood's worst case of a 50% reduction could cost the City a of \$7.6 million in 2020 lost sales tax revenue.

General Fund Revenues

Our biggest fund spends about 74% of its revenue on payroll related costs. It has less control over its revenues than a utility fund and less ability than a capital or special revenue fund to defer capital projects. Our worst-case scenario has sales tax revenues falling \$3.3 million in 2020, with other sources of revenue like charges for services, permit fees and grant funds also facing reductions. The target revenue shortfall is \$6 million from all sources.

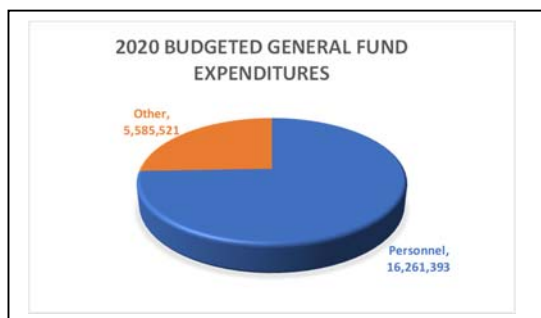
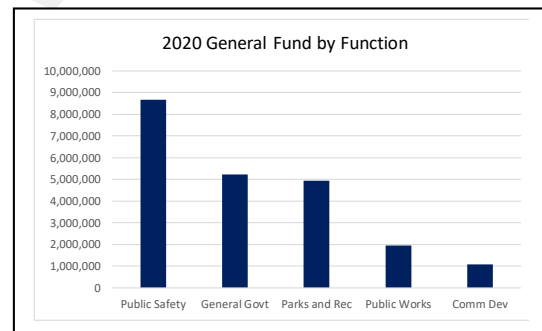
The graphic to the right details our estimate of revenue losses by source in the General Fund in 2020 under a worst-case scenario. Charges/fees and Community Center fees have variable costs associated with them that the City will not incur. Revenues like taxes and

Line Item/Department	Revised Budget	% Reduced	Change
Taxes	\$8,128,003	-41.1%	(\$3,343,709)
Intergovernmental	\$1,520,000	-52.6%	(\$800,000)
Other	\$3,180,352	-5.7%	(\$180,000)
License/permit	\$304,500	-41.1%	(\$125,000)
Charges/fees	\$593,500	-37.9%	(\$225,000)
Comm Center Fees	\$1,607,500	-80.9%	(\$1,300,000)
Reduce Marijuana Transfer	\$300,000	-16.7%	(\$50,000)
Revenue Shortfall			(\$6,023,709)

intergovernmental sources generally do not have an associated cost savings when they decline. If the Marijuana Fund does not generate sufficient sales and excise taxes the annual transfer we make to offset the costs of public safety and youth prevention may need to be reduced by as much as \$50,000. Under the 50% tax reduction scenario we need to find \$6 million in delayed or eliminated General Fund expenses.

General Fund Expenditures

The General Fund's biggest expenditure is on public safety which is difficult to cut in times of crisis, \$8.7 million is budgeted in 2020 between Police and Fire. Other than the temporary payroll cuts applied across all City functions this plan does not decrease any discretionary expenditures in the Police or Fire Departments.

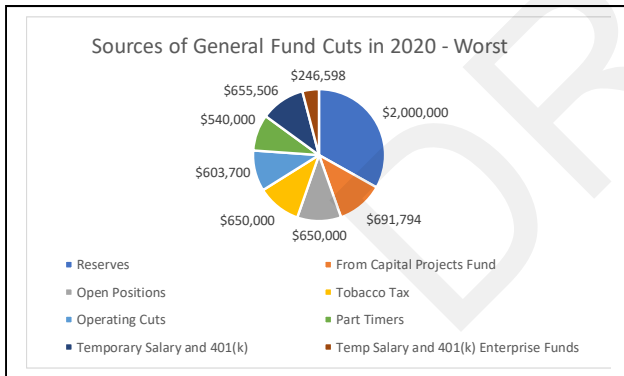


People account for 74% of General Fund expenditures between salaries, payroll expenses, employee benefits and professional development. In addition, the 2020 budget has \$1.2 million included for contract employees that provide professional services like legal counsel, our municipal court judge and prosecutor, outsourced security personnel and translation services that are still needed in a minimum service environment.

2020 General Fund Year-to-Date Budget – by Department as of April

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE	AVAILABLE	% USED	PERSONNEL	PROF SVCS
Total 01100 CITY COUNCIL	140,548	13,249.02	0.00	127,299	9.4	103,548	10,000
Total 01112 ADMINISTRATION	664,129	183,290.21	24,283.19	456,556	31.3	584,129	40,000
Total 01113 RECREATION	2,680,843	642,617.84	12,649.26	2,025,576	24.4	2,127,943	68,000
Total 01114 CITY CLERK	466,902	75,234.35	10,000.00	381,668	18.3	188,952	20,000
Total 01115 HUMAN RESOURCES	363,457	68,329.42	0.00	295,128	18.8	301,657	45,000
Total 01116 FINANCE	1,299,213	227,737.02	40,500.00	1,030,976	20.6	814,938	90,000
Total 01117 INFORMATION TECHNOLOGY	813,496	214,927.39	0.00	598,569	26.4	552,166	35,000
Total 01118 MUNICIPAL COURT	266,628	59,066.24	83,197.28	124,364	53.4	96,328	139,700
Total 01119 LEGAL	267,680	71,863.01	131,454.99	64,362	76.0	267,680	267,680
Total 01120 NON-DEPARTMENTAL	948,386	228,228.64	156,367.51	563,790	40.6	120,000	55,000
Total 01121 FACILITIES	185,144	50,562.91	23,344.00	111,237	39.9	145,044	0
Total 01122 ARTS	442,482	64,406.77	48,686.35	329,389	25.6	197,182	12,000
Total 01131 POLICE	4,502,723	837,990.92	0.00	3,664,732	18.6	4,010,573	106,000
Total 01141 ADMINISTRATION & PLANNING	752,825	150,159.10	34,350.50	568,315	24.5	695,225	75,000
Total 01144 ENGINEERING & ADMINISTRATION	741,532	130,811.27	0.00	610,721	17.6	605,432	110,000
Total 01145 BUILDING INSPECTION	321,922	60,446.63	40,000.00	221,476	31.2	281,422	30,000
Total 01153 STREETS & ALLEYS	1,213,865	217,188.56	0.00	996,677	17.9	706,565	0
Total 01154 PARKS & CEMETERY	1,617,571	270,017.90	16,663.04	1,330,890	17.7	1,094,196	60,000
Total 43133 FIRE & EMS FUND	4,157,567	973,318.26	30,435.24	3,153,813	24.10	3,368,412	40,000
TOTAL GENERAL FUND INCLUDING FIRE	21,846,915	4,539,445	651,931	16,655,538	23.8%	16,261,393	1,203,380

Options to cover the shortage include finding other sources of revenue, reducing operating expenses, transferring money in from other funds and using available reserves. Together these tactics need to generate \$6 million to offset the revenue decrease forecasted in this scenario.



Temporary salary and 401(k) (\$655,506)

The temporary furlough/ salary reductions and halted 401(k) contributions already imposed will save \$655,000 if they remain throughout the rest of 2020.

Temp Salary and 401(k) Enterprise Funds (\$246,598)

Employees in the Electric Fund, Water Fund, Landfill and Fleet Funds are also subject to the temporary pay cuts and furloughs. Because these funds have dedicated revenue streams and capital projects that could be postponed employees would not be required

to take a pay cut. They are sharing in payroll cuts as a result of resource constraints in the General Fund so this plan proposes allocating the temporary savings of \$246,598 from cuts to the General Fund rather than having the savings increase enterprise fund reserves.

Part Timers (\$540,000)

We cannot deliver recreation programs and other services without our valuable part-time employees and look forward to hiring them back as soon as activity begins again. In the meantime they have been laid off temporarily while no programming is happening at the Community Center. We expect they will be hired back as soon as we can reinstate activities, in the meantime they are able to collect unemployment benefits.

Open Positions (\$650,000)

Each year our budget assumes approved positions are filled. Throughout the year we have times of turnover when a position is temporarily vacant. In some cases it can be difficult to fill a position so it may remain open, and therefore unpaid, for a long period of time. This is not ideal since a short staff needs to absorb the duties of an open position, but if our hiring freeze remains in place all year we expect these open positions will account for \$650,000 in savings.

Tobacco Tax (\$650,000)

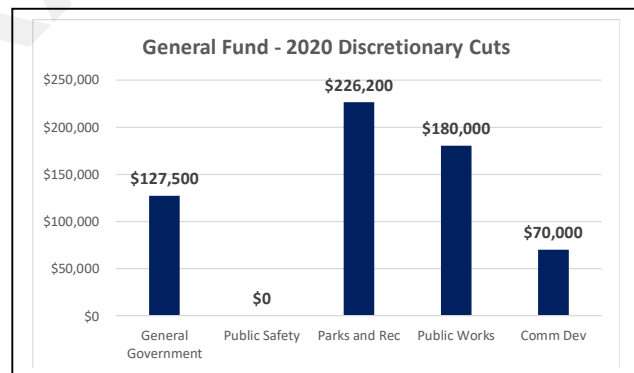
The City began collecting a tax on tobacco products at the beginning of 2020. This plan assumes all projected revenues will be transferred into the General Fund to offset costs associated with public safety and prevention.

From Capital Projects Fund (\$691,794)

The sales tax dedicated to the General Fund is 2.0%. Council determines the appropriate distribution of revenue for operating and capital purposes. Currently the split is 75% for operating expenses (General Fund) and 25% for capital spending (Capital Projects Fund). During this crisis the City can defer or delay planned capital expenditures more easily than we can cut operating expenses. Staff has identified projects and other cuts in the Capital Projects Fund that can be eliminated in 2020. The fund also has \$2,000,000 in unallocated reserves available for Council to appropriate in the event of an emergency, an amount recommended by the Financial Advisory Board. This plan asks Council to temporarily suspend collections of sales tax revenues in the Capital Projects Fund from July 1 through December 31, and receive that income in the General Operating Fund instead. Staff recognizes the need to allocate funds for restricted purposes and believes the 75/25 split is reasonable in normal times. However, in this crisis we need to temporarily allocate available resources where they are most needed. Council can consider reinstating the 75/25 split in the 2021 budget cycle or anytime prior if revenues are sufficient.

Operating Cuts (\$603,700)

Because 74% this budget is comprised of personnel costs that we are determined not to eliminate it is difficult to cut a meaningful amount of money from the remaining 26%. Staff has worked together to identify every dollar of discretionary spending that we can eliminate in 2020 and believes that together we will be able to deliver around \$600,000 in cost savings from austerity. The precise plan to eliminate expenses will be constantly changing throughout the year as it develops, but this plan does not reduce planned discretionary spending in public safety or the operations of our first responders during this pandemic.



This budget includes a supplemental appropriation of \$100,000 for COVID-19 related costs like personal protective equipment, re-allocates \$100,000 from employee housing to economic recovery, and re-allocates \$20,000 from employee housing to Lift-Up.

General Fund Reserves (\$2,000,000)

In 2019 the reserve that was held in the General Fund to relocate the Parks and Facilities Departments at the MOC was released, resulting in a decrease in available reserves of \$1.6 million. While 2019 financials are not yet final staff believes the General Fund will realize an approximate \$500,000 gain. The fund balance at the beginning of 2020 is estimated to be \$6.5 million which is 31.3% of projected 2020 expenditures.

GENERAL FUND RESERVES	
Beginning Fund Balance 1/1/19	\$7,735,012
2019 Projected Increase	\$500,000
Less: MOC Reserve	<u>(\$1,656,043)</u>
Beginning Fund Balance 1/1/20	\$6,578,969
Less: Reserves Used in 2020	<u>(\$2,000,000)</u>
Less: RMR Opposition	<u>(\$1,000,000)</u>
Less: Other Committed Reserves	<u>(\$184,076)</u>
Ending Fund Balance 12/31/2020	\$3,394,893

In this worst-case 2020 pandemic scenario we expect to use \$2 million in reserves and Council has established a \$1 million reserve for any expenditures needed in opposing the expansion of the strip mine. Between the MOC, the pandemic and the mine, General Fund reserves are projected to fall by \$4.7 million in 2019 and 2020. This is of obvious concern and staff feels these levels are too low to carry on a permanent basis. We will need to rebuild.

Glenwood's Charter requires the City hold 10% of annual expenditures in an available reserve. The Government Finance Officers Association has deemed 15% its stated minimum. Staff and Council have set an informal target much higher, at around 35%. Under this plan the fund will have \$3.4 million in unallocated fund balance at the end of the year. If the 2021 budget is prepared under economic circumstances that warrant this worst-case scenario it is likely the General Fund budget would need to be reduced. If Council passed a budget that projects 15% less in expenses, this \$3.4 million would be 19% of expenses.

The adjustments you've just read about generate \$6 million in savings – and they hurt. Their implementation will affect every staff member and Councilor, impact customer service levels and strain both staff and Council's comfort with the reduced level of available reserves. We should also point out that the 2021 budget process is almost certain to be more difficult than ever before. It is our hope that we don't experience quite this level of revenue reduction and will be able to loosen these measures a little, starting with eliminating pay cuts and furloughs. Regardless, our team is prepared to do what's needed to survive this together.

CAPITAL PROJECTS FUND SUMMARY

CAPITAL PROJECTS FUND				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
	REVENUE	EXPENSES	2020 INCREASE / (DECREASE)	2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	\$2,817,970	\$3,389,834	(\$571,864)	\$3,671,733
2020 COVID BUDGET	\$893,929	\$2,925,360	(\$2,031,431)	\$3,183,649
DIFFERENCE	(\$1,924,041)	(\$464,474)	(\$1,459,567)	(\$488,084)
Carryforwards from 2019 to 2020 from Supplemental:			990,210	
Revenue: The original budget had \$2.8 million in revenue. Assuming the first quarter was down 7%, the second quarter will be down 50% and no revenue accrues in this fund in the third and fourth quarters the annual revenue will be down \$1.24 million. Expenses: Capital Projects generally budgets more in expenditures than revenues because we have projects that don't get completed and carried into the next year where they are counted again as expenditures. In 2019 the budget had \$571,865 of spending in excess of revenue. We finished 2019 with approximately \$300,000 in surplus so the 2020 beginning fund balance is about \$870,000 better than originally budgeted. However, we had \$1.145 million in carryovers from 2019 that are also appropriated in the 2020 budget. Reserves: The 2020 beginning budget will be about \$1 million higher than original budget, but we carried forward \$1.1 million in spending to 2020. We originally planned to spend \$571,865 over revenues, and now also expect a \$1.9 million shortfall in sales tax revenue. Bottom Line: Capital Project Available Reserves will fall by approximately \$740,000 and will be around \$205,000 under this scenario. The \$2,000,000 unallocated contingency reserve remains unchanged.				

<u>Capital Fund Reserves</u>	
Beginning Fund Balance 1/1/19	\$4,915,081
2019 Projected Increase	\$300,000
Beginning Fund Balance 1/1/20	\$5,215,081
2020 Budget Increase/Decrease	(\$2,031,431)
Ending Fund Balance 2020	\$3,183,650
Less: Contingency	(\$2,000,000)
Less Parkland and Storage Fees	(\$823,641)
Unrestricted Fund Balance 12/31/20	\$360,009

<u>Expenses/Projects Cut or Deferred</u>	
Salary and 401(k)	684
Operating Costs	20,000
Project Contingency	100,000
Comm Dev Remodel	15,000
Econ Dev Plan	42,000
Riparian Mapping	50,000
City Hall Parking Lot	80,000
Ped Trail 6 and 24	100,000
Flood Plain Analysis	60,000
Ped Bridge Studies	75,000
Message Board	20,000
Cameras	10,000
Comm Center	152,000
Arts Center	120,000
Parks Upgrades	35,000
Fleet (Vehicles)	500,000
Fleet (Catch-up)	75,000
Total 2020 Budget Cuts	1,454,684



MAYORAL PROCLAMATION

WHEREAS, May 16th, 2020 is the 10th anniversary of Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and recreate in our local parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension and mental health disorders; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

WHEREAS, Kids to Parks Day is this year renamed Parks to Kids day to promote healthy recreation in a safe manner during the COVID-19 Pandemic

NOW THEREFORE, DO I, Jonathan Godes, Mayor of the City of Glenwood Springs, proclaim May 16, 2020,

PARKS TO KIDS DAY

In Glenwood Springs and urge residents to make time to take themselves and children in their lives to a neighborhood, state or national park.

Signed this 7th day of May, 2020

Jonathan Godes, Mayor
City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: 2020 IGA - Mosquito Control

Action Requested: Approval of the 2020 Mosquito Control Intergovernmental Agreement.

Department: Parks & Recreation

Presented By: Brian Smith, Recreation Director

Background Info: This is an annual agreement between the County and local municipalities to provide monitoring and treatment to control the mosquito population carrying the West Nile Virus.

The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when mosquito levels have reached a threshold that poses a public health risk. independent contractor will also provide community outreach and public education.

The County pays \$129,050 of the total \$180,000 project, with the local municipalities contributing to the balance. The City's financial obligation this year is \$5,550 a \$145 increase form last year. Each year this payment comes out of the Parks Department budget.

Issues:

Staff Recommendation: Approve the 2020 County IGA for mosquito control.



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Fax: (970) 384-5005

April 15, 2020

Jay Harrington, Town Manager
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Cathy Derby, Town Clerk
cderby@carbondaleco.net

Stuart McArthur, Town Administrator
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Lucy Cordova, Town Clerk
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Jeff Layman, Town Administrator
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Sheila McIntyre
sheila@townofsilt.org

David Reynolds, Town Administrator
Town of New Castle
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Melody Harrison, Town Clerk
mharrison@newcastlecolorado.org

Debra Figueroa, City Manager
City of Glenwood Springs
Debra.figueroa@cogs.us
Catherine Fletcher, City Clerk
Catherine.fletcher@cogs.us

Scott Hahn, City Manager
City of Rifle
shahn@rifleco.org
Kristy Doll, City Clerk
kdoll@rifleco.org

Re: 2020 IGA – Mosquito Control

Dear Parties:

Enclosed, please find one (1) full copy of the 2020 Intergovernmental Agreement for Mosquito Control for your review, consideration and submittal to your City or Town Council for authorization for signature and attestation by the City or Town Clerk..

LETTER TO PARTIES
Mosquito IGA
PAGE 2
April 15, 2020

After execution by the appropriate officials, please return one (1) fully executed IGA and six (6) additional executed signature pages to, "Garfield County Attorney's Office, Attention: Mary Lynn Stevens" at the above address.

Once this office receives all of the signature pages from all entities and after signature by the Chairman of the Board, you will be sent a fully executed original for your files

If you have any questions, please do not hesitate to contact this office.

Sincerely,



MARY LYNN STEVENS
Paralegal / Office Manager

MLS
Attachments (IGA)

cc: Steve Anthony, Director, Vegetation Mgmt.

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2020

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

ensure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Eighty-Two Thousand Dollars and No Cents (\$182,000.00), with each town and city contributing the amounts set forth below for a total contribution of Fifty-Two Thousand Nine Hundred Fifty Dollars and No Cents (\$52,950.00) of the Project Cost. The remainder will be contributed by the County for the twenty-nine (29) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall also continue its leadership role in the functioning of the informal West Nile Working Group. The County shall pay an amount not to exceed One Hundred Twenty-Nine Thousand Fifty Dollars and No Cents (\$129,050.00) of the total Project Cost of One Hundred Eighty-Two Thousand Dollars and No Cents (\$182,000.00), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$5,500.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$7,250.00.

6. RIFLE RESPONSIBILITIES: Rifle's proportionate share is \$19,800.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$5,300.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$6,000.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$9,100.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2020 through December 31, 2020, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into

and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 213
Glenwood Springs, CO 81601
Phone: (970) 945-9150
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs
Attn: City Manager
101 W. 8th St.
Glenwood Springs, CO 81601
Phone: 384-6400

Notice to Carbondale: Town of Carbondale
Attn: Town Manager
511 Colorado Avenue
Carbondale, CO 81623
Phone: (970) 963-2733
Fax: (970) 963-9140

Notice to Rifle: City of Rifle
Attn: City Manager
202 Railroad Avenue
P.O. Box 1908
Rifle, CO 81650
Phone: (970) 625-2121

Notice to Silt: Town of Silt
Attn: Town Administrator
231 N. 7th St., Box 70
Silt, CO 81652
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle
Attn: Town Administrator
450 W. Main
P.O. Box 90
New Castle, CO 81647
Phone: (970) 984-2311

Notice to Parachute: Town of Parachute
Attn: Town Administrator
222 Grand Valley Way
Box 100
Parachute, CO 81635
Phone: (970) 285-7630

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

Clerk to the Board

By: _____
Chairman

Dated: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF CARBONDALE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

**CITY OF RIFLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF SILT
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF NEW CASTLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF PARACHUTE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item:	Ordinance No. 8, Series of 2020, An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Standards in the Glenwood Springs Municipal Code Related to Accessory Dwelling Units (SECOND READING)
Action Requested:	Consideration of a code text amendments to Municipal Code Title 070 to amend the Accessory Dwelling Unit development standards.
Department:	Economic and Community Development
Presented By:	Hannah Klausman, Senior Planner
Background Info:	Accessory Dwelling Units were adopted as an allowed use in 1998 in residential zone districts to provide affordable rental housing within the current infrastructure. The code requirements have been amended several times since then to clarify intent as well as make changes to review and process. With renewed housing pressure and tight rental market, the Community Development Department is seeing a lot of applications to build or convert areas into accessory dwelling units. Frequently applications have difficulty meeting specific regulation standards such as setbacks and size limitations. The Planning and Zoning Commission (P&Z) held a joint work session with the Housing Commission and City Council on October 16, 2020 to discuss options for amending standards related to density as well as Accessory Dwelling Units. P&Z held another joint work session with the Housing Commission on November 19, 2020 to give staff further recommendations on changes to encourage increased production of Accessory Dwelling Units. P&Z reviewed staff proposed ADU amendments at their regularly scheduled February 25, 2020 meeting an recommended approval with one small change. P&Z added text to include a requirement for two architectural features on each side of an ADU. This requirement is similar to requirements for Single Family Dwellings, that require three features, and Multi-Family Dwellings that require five architectural features.
Issues:	The proposed changes include: -Removing ADU's from the maximum size allowance calculation for all accessory structures of 1000 square feet. -Clarification and definition of "Required Rear Yard". -Increasing Maximum ADU size from 850 square feet to 1,000 square feet. -Increasing percentage of Primary Dwelling ADU size maximum from 49% to 55%. -Adding a "Unit Size Exception" for ADU conversions in existing building footprints. -Adding a "Front Yard Exception" for lot configuration and existing structures. -Increasing the Required Rear Yard maximum coverage allowance. -Reducing the Rear Yard Setback requirement to five (5) feet with conditions. -Adding a "Preservation of Existing Structures" allowance. -Removing language referencing a Lot Coverage Bonus for ADU's in Section 070.040.080 Residential Building Design Standards. -Requiring ADU construction to meet the four sided design standard for Residential Building Design with a minimum of two architectural features listed in 070.040.080.
Staff Recommendation:	Staff recommends <u>approval</u> of Planning Item #01-20 Code Text Amendments–Title 070 Accessory Dwelling Unit Standards amendments with the following recommended findings.

The Code amendment is;

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. Is necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this Code.

Staff is recommending approval of Ordinance No. 6, Series of 2020, Amending Standards in the Municipal Code Relating to Accessory Dwelling Units, which includes the findings above.

Planning Item #01-20 070 Code Amendment Accessory Dwelling Units



ACTION ITEMS

Action 1:

Consideration of a code text amendments to Municipal Code Title 070 to amend the Accessory Dwelling Unit development standards.

REVIEW AUTHORITY

For actions involving amendments to the Land Use Code, City Council is the final approving body. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.



070.030.040 - Accessory Uses and Structures.

(c) General Standards for Accessory Uses and Structures

- ✧ Maximum size of all Accessory Structures
- ✧ Clarification of Required Yard and definition

(d) Additional Standards for Specific Accessory Uses and Structures

- ✧ Removing reference to “if applicable” building design standards.
- ✧ Increasing maximum ADU size from 850 to 1000 square feet
- ✧ Increasing % of Primary Dwelling from 49 to 55%
- ✧ Adding Unit Size Exception for ADU conversions in existing homes without footprint increase.
- ✧ Front yard exception for lot configuration and existing structures.
- ✧ Required rear yard maximum coverage increase
- ✧ Rear Yard Setback allowance of 5 feet.
- ✧ Preservation of existing structures allowing ADU conversion.

070.040.080 - Residential Site /Building Design

Lot Coverage

Removing language referencing a Lot Coverage Bonus for Accessory Dwelling Units.

070.070.030 - All Other Terms Defined

Addition of Definition for Required Rear Yard



Dimensional Standards for Accessory Structures

(5) *Dimensional Standards for Accessory Structures.*

a. Accessory structures shall not be located in a required front yard.

b. Accessory structures may be located in a required rear yard provided that not more than forty (40) percent of the required rear yard is covered. The required rear yard area shall be calculated by taking the full width of the lot by the minimum rear setback distance based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts, measured horizontally from the rear lot line.

c. Accessory structures shall observe a ten-foot setback from the rear lot line when such line abuts an alley, or a seven-and-one-half-foot setback where there is no alley.

d. Accessory structures shall observe a five-foot setback from side lot lines.



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

e. *Compatibility.* Colors, materials, and design of the accessory dwelling unit shall be substantially the same as the principal dwelling. ~~If applicable, construction of accessory dwelling units shall be required to comply with the building design standards in Section 070.040.080, Residential Site and Building Design.~~



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

3f. *Four-Sided Design*

3 For new construction, a minimum of two architectural features listed below shall be incorporated into the overall design on each side of the accessory dwelling unit. Architectural features appropriate for achieving this standard may include:

31. Covered porches;

32. Balconies;

33. Prominent entry features;

34. Windows;

35. Door openings;

36. Distinct variations in color (not a slight variation of a similar hue, such as beige or pastel);

37. Variations in materials;

38. Variations in building height;

39. Variation in roof form;

310. Dormers;

311. Projected or recessed building walls; or

312. Another architectural feature as approved by the Director.

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

f. *Number and Size of Accessory Dwelling Units.* Accessory dwelling units shall comply with all of the following:

1. Only one (1) accessory dwelling unit shall be permitted per parcel.
2. The gross floor area of an accessory dwelling unit shall be no less than three hundred (300) square feet of living area and no ~~more than eight hundred fifty (850)~~ one thousand (1000) square feet living area. For purposes of this standard, "living area" shall be calculated by excluding the following areas from the overall gross building area:
 - i. The thickness of the exterior walls;
 - ii. Garage areas;
 - iii. Basement areas where the ceiling height measured from the floor is less than six (6) feet;
 - iv. Any other building areas where the floor to ceiling height is either less than five (5) feet or area is not accessible by a stairway.
3. The area of an accessory dwelling unit shall not ~~exceed forty-nine (49)~~ fifty-five (55) percent of the area of the principal dwelling. The percentage used to demonstrate compliance with this requirement shall be determined by dividing the proposed building area of the accessory dwelling unit measured in square feet by the proposed building area of the principal dwelling measured in square feet. Where a portion of the principal dwelling is to be converted to an accessory dwelling unit, the size of the principal dwelling used in the calculation shall be its square footage after subtracting the building area of the accessory dwelling unit.
4. Unit Size Exception. The limitations of f.2 above shall not apply to Accessory Dwelling Units located within the footprint of an existing home as long as the Accessory Dwelling Unit is not larger than 50% of the existing structure, including the basement, up to the maximum allowed gross floor area in f.2. For example, if a home has a 1,000 square foot basement, an Accessory Dwelling Unit could be established in this space if the principal dwelling also contains at least 1,000 square feet.

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

g. *Dimensional Standards.*

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

Comprehensive Plan

The Comprehensive Plan's future land use map identifies this parcel as "commercial" which is defined as a providing "...a wide range of general retail goods and services for both regional and local market."

Community Goals addressed by the Project include:

- ❧ Direct development to locations and forms that are cost-effective to serve.
- ❧ Provide housing opportunities for the entire community.
- ❧ Support social diversity.
- ❧ Maintain Role as a Regional Center
- ❧ Encourage Greater Variety in Housing Types and Price
- ❧ Encourage Housing Variety and Affordability throughout the Community
- ❧ Retain Role as Government Center
- ❧ Ensure Rental and Ownership Opportunities





Reviewing Agency Comments

☞ Engineering Department

☞ Public Works Departments

☞ Planning Department

☞ CDOT submitted comments in reference to the traffic study and required access permit.

Comments and responses are included in the attached documents of the staff report.

Action Items and Staff Recommendation

Action 1: Consideration of a code text amendments to Municipal Code Title 070 to amend the Accessory Dwelling Unit development standards. Staff recommends **approval** with the suggested findings and conditions on page



ORDINANCE NO. 8

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING STANDARDS IN THE GLENWOOD SPRINGS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS.

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

WHEREAS, on October 16, 2019 the Planning and Zoning Commission held a joint work session with the Housing Commission and City Council to discuss amending standards in the Development Code related to density and accessory dwelling units (ADUs) in an effort to address renewed housing pressure and the tight rental market in the City; and

WHEREAS, on November 19, 2020, the Planning and Zoning Commission and Housing Commission held another work session and recommended amendments to ADU standards in the Development Code to encourage increased production of ADUs; and

WHEREAS, Community Development staff incorporated these amendments and presented them to the Planning and Zoning Commission for consideration at a public hearing held on February 25, 2020; and

WHEREAS, the Planning and Zoning Commission recommended amendments to provisions in the Municipal Code relating to ADUs including increasing the permissible size of an ADU, reducing setback standards to accommodate ADUs when certain criteria is met, allowing detached ADUs to be located in front yards, allowing existing structures with nonconforming setbacks to be converted to an ADU as long as the specific nonconformity is not increased, and other revisions to Sections 070.030.040, 070.040.080, and 070.070.030 as set forth on **Exhibit A**; and

WHEREAS, at its regular meeting on April 16, 2020, City Council received and considered the recommendations of the Planning and Zoning Commission set forth on **Exhibit A**; and

WHEREAS, the City Council finds and declares that the amendments to Sections 070.030.040, 070.040.080 and 070.070.030 of the Municipal Code set forth on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Municipal Code Section 070.060.040(3)(c)d.3. and are proper and necessary to advance the public health, safety and welfare of the City’s residents.

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

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

Section 2. Title 070 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 16TH DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS 7TH DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

EXHIBIT A

SECTION 070.030.040 - Accessory Uses and Structures is hereby amended as follows with double underlined text added and ~~strike-through language deleted~~.

- (a) *Purpose.* The purpose of this Section is to establish minimum standards for accessory uses that are incidental and customarily subordinate to principal uses. These standards are established to minimize adverse impacts on surrounding properties and the community.
- (b) *Accessory Uses and Structures Allowed.* All principal uses allowed in a zoning district per Table 030.1: Table of Allowed Uses, shall be deemed to include those accessory uses, structures, and activities typically associated with that use, unless specifically prohibited in this Section. Typical accessory uses and structures are identified in Section 070.070.020, Definitions of Use Categories and Specific Use Types. Accessory uses are subject to the standards in this Section and any applicable use-specific standards for the associated principal use in Section 070.030.030.
- (c) *General Standards for Accessory Uses and Structures.*
 - (1) *Compliance with this Code.* Accessory uses and structures are subject to the dimensional standards in Article 070.020: Zoning Districts, and the development standards in Article 070.040, unless otherwise stated in this Section.
 - (2) *Ownership.* Accessory structures and uses shall be under the same ownership as the principal structure and use. The property shall use the same utility meter with the exception of an accessory dwelling unit.
 - (3) *Relationship to Principal Uses and Structures.*
 - a. Any accessory use or structure shall be conducted and located on the same lot as the principal use and structure.
 - b. Unless otherwise allowed by this Code, an accessory use or structure shall not be established prior to the establishment of the principal use or structure.
 - c. No accessory use or structure shall be allowed unless the primary structure or use is being used.
 - (4) *Size of Accessory Structures.* Unless otherwise stated in this Code, the maximum size for an accessory structure shall be one thousand (1,000) square feet. The maximum total for all accessory structures, not including Accessory Dwelling Units, on a lot shall be one thousand (1,000) square feet.
 - (5) *Dimensional Standards for Accessory Structures.*
 - a. Accessory structures shall not be located in a required front yard.
 - b. Accessory structures may be located in a required rear yard provided that not more than forty (40) percent of the required rear yard is covered. The required rear yard area shall be calculated by taking the full width of the lot by the minimum rear setback distance based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts, measured horizontally from the rear lot line.
 - c. Accessory structures shall observe a ten-foot setback from the rear lot line when such line abuts an alley, or a seven-and-one-half-foot setback where there is no alley.

- d. Accessory structures shall observe a five-foot setback from side lot lines.
 - e. Accessory structures shall not be located over a recorded easement or over any known utility.
- (6) *Outdoor Storage.* Outdoor storage associated with any accessory use or structure is prohibited.
- (d) *Additional Standards for Specific Accessory Uses and Structures.*
- (1) *Accessory Dwelling Units.*
- a. *Purpose and Intent.* The intent of this Subsection is to promote small rental housing units in the form of accessory dwelling units on lots with detached single-family dwellings, to increase the stock of attainable rental housing in the community, use available land more efficiently, and minimize the additional infrastructure that must be provided to support such rental units. These standards are established to minimize impacts to the surrounding residential neighborhoods and the community.
 - b. *Applicability.* These standards apply to all accessory dwelling units. Private covenants, conditions, or restrictions on any development, subdivision, or use of land do not preclude compliance with this Section.
 - c. *Ownership.* An accessory dwelling unit shall not be sold independently of the principal dwelling on the parcel.
 - d. *Where Permitted.*
 - 1. Accessory dwelling units are allowed in zoning districts according to Table 030.1, Table of Allowed Uses.
 - 2. Accessory dwelling units are allowed within a planned unit development unless specifically identified as a prohibited use by the planned unit development.
 - 3. Accessory dwelling units are allowed by right within a historic district only when they are internal to an existing residential dwelling or existing accessory structure.
 - 4. Accessory dwelling units shall only be permitted on a lot where a detached single-family dwelling exists or will be constructed concurrently with the accessory dwelling unit.
 - e. *Compatibility.* Colors, materials, and design of the accessory dwelling unit shall be substantially the same as the principal dwelling. ~~If applicable, construction of accessory dwelling units shall be required to comply with the building design standards in Section 070.040.080, Residential Site and Building Design.~~
 - f. *Four-Sided Design*

For new construction, a minimum of two architectural features listed below shall be incorporated into the overall design on each side of the accessory dwelling unit.

Architectural features appropriate for achieving this standard may include:

 - 1.Covered porches;
 - 2.Balconies.
 - 3.Prominent entry features;

4.Windows;

5.Door openings.

6.Distinct variations in color (not a slight variation of a similar hue, such as beige or pastel);

7.Variations in materials;

8.Variations in building height;

9.Variation in roof form;

10.Dormers;

11.Projected or recessed building walls; or

12.Another architectural feature as approved by the Director.

~~f.g.~~ *Number and Size of Accessory Dwelling Units.* Accessory dwelling units shall comply with all of the following:

1. Only one (1) accessory dwelling unit shall be permitted per parcel.
2. The gross floor area of an accessory dwelling unit shall be no less than three hundred (300) square feet of living area and no more than ~~eight hundred fifty (850)~~ one thousand (1000) square feet living area. For purposes of this standard, "living area" shall be calculated by excluding the following areas from the overall gross building area:
 - i. The thickness of the exterior walls;
 - ii. Garage areas;
 - iii. Basement areas where the ceiling height measured from the floor is less than six (6) feet; and
 - iv. Any other building areas where the floor to ceiling height is either less than five (5) feet or area is not accessible by a stairway.
3. The area of an accessory dwelling unit shall not exceed ~~forty-nine (49)~~ fifty-five (55) percent of the area of the principal dwelling. The percentage used to demonstrate compliance with this requirement shall be determined by dividing the proposed building area of the accessory dwelling unit measured in square feet by the proposed building area of the principal dwelling measured in square feet. Where a portion of the principal dwelling is to be converted to an accessory dwelling unit, the size of the principal dwelling used in the calculation shall be its square footage after subtracting the building area of the accessory dwelling unit.
4. Unit Size Exception. The limitations of f.3 above shall not apply to Accessory Dwelling Units located within the footprint of an existing home as long as the Accessory Dwelling Unit is not larger than 50% of the existing structure, including

the basement, up to the maximum allowed gross floor area in f.2. For example, if a home has a 1,000 square foot basement, an Accessory Dwelling Unit could be established in this space if the principal dwelling also contains at least 1,000 square feet.

~~h-g.~~ *Dimensional Standards.*

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

i. ~~h.~~ *Preservation of Existing Structures*

Conversion of an existing legal non-conforming structure to an accessory dwelling unit is allowed, provided that the conversion does not increase the non-conformity.

~~j-i.~~ *Utilities and Dedications.* Any costs associated with any utility service or line extension upgrade shall be borne by the developer. An accessory dwelling unit may be metered

independently from the primary dwelling. If an unmetered property requests a meter for an accessory dwelling unit, the entire property shall become metered. System improvement fees shall be charged as required by Subsection 070.040.030(g), Dedications and Impact Fees, or as established by City Council. Also see 080.060, System Improvement Fees.

SECTION 070.040.080 - Residential Site and Building Design, is hereby amended as follows with double underlined text added and ~~strike-through language deleted~~.

(d) *Residential Site Design Standards.*

(1) *General Intent.* These residential site design standards are generally intended to:

- a. Encourage the use of creative site planning and design techniques that complement Glenwood Springs' unique topographic features;
- b. Protect the established character of the City's residential neighborhoods while allowing for the natural evolution of the City's neighborhoods through renovations, infill, and redevelopment;
- c. Reinforce and continue to allow the variation in streetscape character found in Glenwood Springs' neighborhoods;
- d. Protect the privacy and solar access of neighboring residents in areas where infill and redevelopment and higher-density development are likely to occur over time;
- e. Promote a more compact and pedestrian-friendly pattern of residential development, especially in mixed-use areas and along travel corridors that have traditionally been occupied by auto-oriented commercial development; and
- f. Reduce the visual impacts of surface parking on the City's street frontages.

(2) *Dimensional Standards.*

- a. *Front Yard Setbacks.* For all residential development, front yard setbacks are based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts.
- b. *Side Yard Setbacks.*
 1. For all residential development, side yard setbacks for primary structures are based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts.
 2. Side yard setbacks for garages and other buildings accessory to residential uses shall be a minimum of five (5) feet, provided the garage does not exceed one (1) story in height. A zero-foot side setback may be used to accommodate a common garage that is shared across a side lot line. Garages that exceed one (1) story in height shall comply with the setback applicable to primary structures.
- c. *Rear Yard Setbacks.*
 1. For all residential development, rear yard setbacks are based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts.
 2. An accessory structure that does not include a living unit may be located in a rear yard, provided that not more than forty (40) percent of the rear yard is covered. Such

building shall observe a ten-foot setback from the rear lot line when such line abuts an alley, or a seven-and-one-half-foot setback where there is no alley.

d. *Lot Coverage.*

1. *Maximum Lot Coverage.* For infill residential development, maximum lot coverage shall be fifty (50) percent of the total lot area, or twenty-five (25) percent above the existing lot coverage, whichever is less. (Figure 040-12: Maximum Lot Coverage Example Calculations)

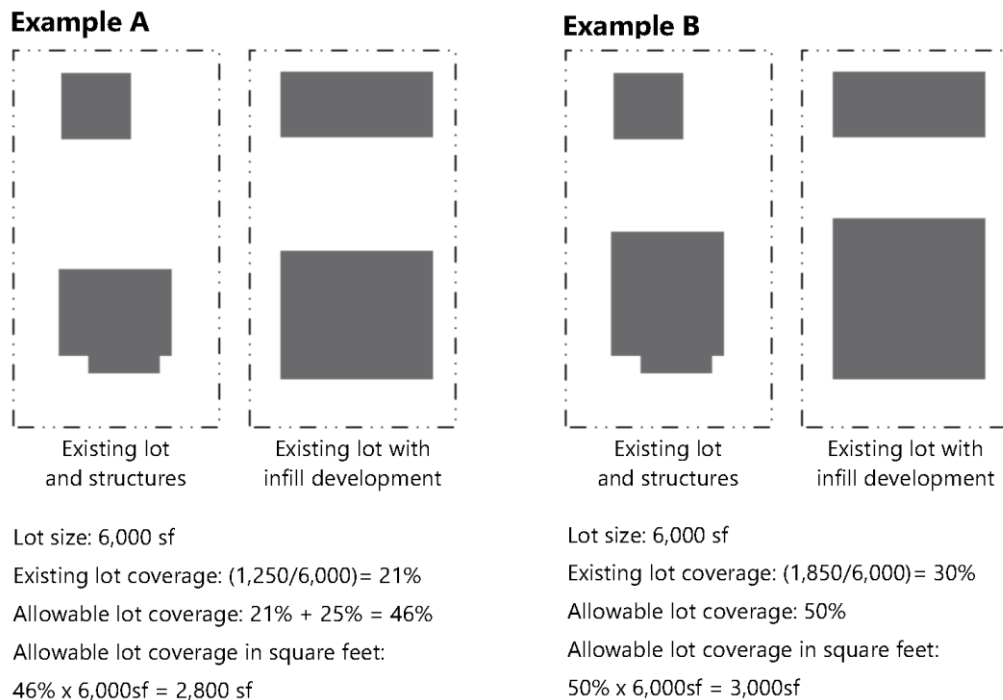


Figure 040-12: Maximum Lot Coverage Example Calculations

2. *Lot Coverage in Sensitive Areas.* In areas subject to Section 070.040.020, Sensitive Area Protection, lot coverage may be further limited by the establishment of limits of disturbance as required by Subsection 070.040.020(a)(4), Limits of Disturbance.
3. ~~*Lot Coverage Bonus for Accessory Dwelling Unit.* When an accessory dwelling unit exists and is preserved, or is to be provided in conjunction with an addition to or development of a new single-family residential structure, maximum lot coverage shall be either the sum of the percentage of existing lot coverage on the site plus an additional thirty-five (35) percent of the total lot area, or sixty (60) percent of the total lot area, whichever is less. These lot coverages shall also apply when a new accessory dwelling unit is developed for an existing single-family dwelling. Refer to Subsection 070.030.040(d)(1), Accessory Dwelling Units, for additional accessory dwelling unit requirements.~~

SECTION 070.070.030 - All Other Terms Defined is hereby amended as follows with double underlined text added and ~~strike through language deleted~~.

Required rear yard. A yard extending the full width of the lot, the depth of which is measured in the horizontal setback distance, based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts, from the rear lot line.



Planning Commission Report

Date February 25, 2020
To: Planning and Zoning Commission
From: Hannah Klausman, Senior Planner
Subject: #01-20 Code Text Amendments–Title 070
Accessory Dwelling Unit Standards

REQUEST	Consideration of a code text amendments to Municipal Code Title 070 to amend the Accessory Dwelling Unit development standards.
APPLICANT	City of Glenwood Springs
OWNER	City of Glenwood Springs
LOCATION	City wide
ZONE	All

REQUIRED ACTION

Action 1:

Consideration of a code text amendments to Municipal Code Title 070.030.040 to amend the standards for Accessory Dwelling Units (ADU) within Glenwood Springs.

Staff recommends **approval** of amendments as listed on page 2-8 of this report.

REVIEW AUTHORITY

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

SUMMARY

Accessory Dwelling Units were adopted as an allowed use in 1998 in residential zone districts to provide affordable rental housing within the current infrastructure. The code requirements have been amended several times since then to clarify intent as well as make changes to review and process. With renewed housing pressure and tight rental market, the Community Development Department is seeing a lot of applications to build or convert areas into accessory dwelling units. Frequently applications have difficulty meeting specific regulation standards such as setbacks and size limitations. Staff believes that additional review and amendments to the code standards are appropriate at this time.

The Planning and Zoning Commission (P&Z) held a joint work session with the Housing Commission and City Council on October 16, 2020 to discuss options for amending standards related to density as well as Accessory Dwelling Units. P&Z held another joint work session with the Housing Commission on November 19, 2020 to give staff further recommendations on changes to encourage increased production of Accessory Dwelling Units. From those meetings staff has prepared a draft text amendment for Accessory Dwelling Unit standards for consideration by P&Z and City Council.

PROPOSED AMENDMENTS

Section 070.030.040 outlines the standards for all accessory uses and structures as well as additional standards specific to Accessory Dwelling Units.

SIZE

Maximum size of Accessory Dwelling Units

The proposed changes include increasing the maximum percentage of the principle dwelling area that an ADU can be from forty nine (49) percent to fifty five (55) percent. The images below illustrate how this allows larger ADU's based on primary dwelling size.

Size of Primary Dwelling (Sq. Ft.)	Current % Limit of Primary Dwelling					
	49%	55%	60%	65%	70%	75%
850	417	467	510	553	595	638
1000	490	550	600	650	700	750
1100	539	605	660	715	770	825
1200	588	660	720	780	840	850 square feet Maximum Allowance
1300	637	715	780	845		
1400	686	770	840			
1500	735	825				
1600	784					
1700	833					
1800						
2000						

In addition, the maximum gross floor area allowed for an ADU is proposed to increase from the current 850 square foot maximum to 1,000 square feet as illustrated below.

Size of Primary Dwelling (Sq. Ft.)	Current % Limit of Primary Dwelling					
	49%	55%	60%	65%	70%	75%
850	417	467.5	510	553	595	638
1000	490	550	600	650	700	750
1100	539	605	660	715	770	825
1200	588	660	720	780	840	900
1300	637	715	780	845	910	975
1400	686	770	840	910	980	1000 square feet maximum allowance
1500	735	825	900	975		
1600	784	880	960			
1700	833	935				
1800	882	990				
2000	980					

These changes to maximum size and maximum percentage of the primary dwelling size will allow larger detached and attached ADU's, however has more impact on attached ADU conversions. Currently, roughly half of the ADU conversion applications that staff see have challenges meeting the 850 square foot limitation when converting areas in their home. Frequently, homeowners are forced to lock off storage

areas, or do extensive renovations to make the ADU area smaller to conform to regulations. While this type of renovation is possible, it is usually not the most logical use of space in the home.

In addition, while conducting research on other municipal ADU regulations, staff came across several jurisdictions that have decided to allow for a size exemption for ADU's occurring within basements or within the existing structure. Planning and Zoning Commission should consider whether this is appropriate to achieve stated goals of encouraging ADU production. Three examples of this type of exemption are provided below for consideration from Arvada, CO, Golden, CO, and New Castle, CO with the "unit size exemption" highlighted.

Arvada Colorado Municipal Code Section 5.3.3. - Uses/structures permitted as accessory to principal residential uses.

4. **Unit Size and Configuration.** Except as modified in B.4 below, for a principal dwelling unit of 1000 square feet or more of living space, the Accessory Dwelling Unit shall be no larger than 40% of the living space of such principal dwelling unit, or 800 square feet, whichever is smaller. For a principal dwelling unit of less than 1,000 square feet of living space, the Accessory Dwelling Unit shall be no larger than 400 square feet. No Accessory Dwelling Unit shall be less than 200 square feet, and all Accessory Dwelling Units shall be designed and configured as either studio, one bedroom, or two bedroom units. Square footage calculations, as contained herein, exclude any related garage, porch or similar area.
5. **Unit Size Exception.** The limitations of B.3 shall not apply to Accessory Dwelling Units located within the footprint of an existing home as long as the Accessory Dwelling Unit is not larger than 50% of the principal dwelling unit, including the basement. For example, if a home has a 1,000 square foot basement, an Accessory Dwelling Unit could be established in this space if the principal dwelling also contains at least 1,000 square feet.

Golden Colorado Municipal Code Section 18.28.240 - Accessory dwelling unit, residential.

Accessory dwelling units are allowed in conjunction with all single-household detached dwellings in residential zone districts, including R-E, R-1, R-1A, R-2, R-3 and PUD, subject to the following conditions:

- (4) **Unit size and configuration.** Except as modified in subsection (5) herein, for a principal dwelling unit of 1,000 square feet or more of living space, the accessory dwelling unit shall be no larger than 50 percent of the living space of such principal dwelling unit, or 800 square feet, whichever is smaller. For a principal dwelling unit of less than 1,000 square feet of living space, the accessory dwelling unit shall be no larger than 500 square feet. No accessory dwelling unit shall be less than 200 square feet. For the purposes of this subsection, square footage calculations shall exclude any garage, porch or similar area.
- (5) **Unit size exception.** The director may approve an accessory dwelling unit that is up to 20 percent larger than otherwise allowed if it is located within the principal structure, provided that all other requirements of section 18.28.240 have been met and it does not conflict with any other requirement of this title.

New Castle Code Section 17.72.230

- (c) ADUs shall not be allowed on lots smaller than five thousand (5,000) square feet. The square footage of the accessory dwelling unit shall not be greater than forty-seven (47) percent of the gross square footage of the principal building (inclusive of basement square footage) but not including garages, uncovered decks, patios or porches) or eight hundred fifty (850) square feet whichever is less.

Staff recommends including a unit size exception for attached ADU's within existing homes where there is no expansion of the building footprint. P&Z could recommend one of the following type of exemptions to achieve this strategy:

1. Allow attached ADU's in existing homes to be 50% of the entire structure. (Arvada, New Castle)
2. Allow attached ADU's in existing homes to be 50 percent of the entire structure, up to a 1,000 square foot maximum. (Staff proposed language)
3. Allow attached ADU's in existing homes to be 20 percent (or other number) larger than otherwise allowed. In Glenwood's case, a 20 percent increase over what is currently allowed would be 69 percent of the primary dwelling, or with the proposed language 75 percent of the primary dwelling area. (Golden)

Staff has included language that mirrors Arvada and New Castle that considers the entire structure's square footage, as opposed to Glenwood's current method of the Primary living area minus the area to be used as an ADU and includes a maximum threshold of 1,000 square feet. This would only apply in cases where the ADU is proposed entirely within an existing home where the building footprint is not increasing.

This method allows ADU conversions within existing infrastructure with less impact to surrounding properties as there is no increase in the building footprint.

Maximum Combined Size of Accessory Structures

The Code section on Accessory Structures limits the maximum size, and maximum total for all accessory structures, to 1,000 square feet. This means that if a lot has a standard two car garage of 400 square feet, an accessory dwelling unit could be no more than 600 square feet. Staff is proposing exempting accessory dwelling units from this maximum combined threshold with the following language:

The maximum total for all accessory structures, not including Accessory Dwelling Units, on a lot shall be one thousand (1,000) square feet.

This will still limit all other accessory structures such as sheds and garages to a maximum 1,000 square feet while allowing accessory dwelling units to reach the maximum size allowance specific to Accessory Dwelling Units.

DIMENSIONAL STANDARDS

Setbacks

Our current code allows for a ten foot setback when an alley is present and a seven and one half foot setback when there is no alley present. This difference in setback is to allow for proper safety from overhead utilities as well as access to underground utilities that may exist in an alley. After speaking with The Electrical Superintendent and the Public Works Director, staff found that circumstances exist where this depth of setback may be reduced further. The Building Department requires a minimum five foot setback for fire safety purposes.

Staff has included language reducing the rear yard setback requirement to five feet with criteria that include approval from the Electrical Superintendent and Public Works Director to allow for overhead and underground utility access and safety, as well as that no further encroachments such as roof eaves, may extend into the five foot setback. If the Electrical Superintendent or Public Works Director do not approve of

the reduction, the Accessory Dwelling Unit setback would be held to the setback standard as enumerated in 070.030.040(c)5.c. of ten feet when an alley is present and a seven and one half feet when there is no alley present.

Lot location

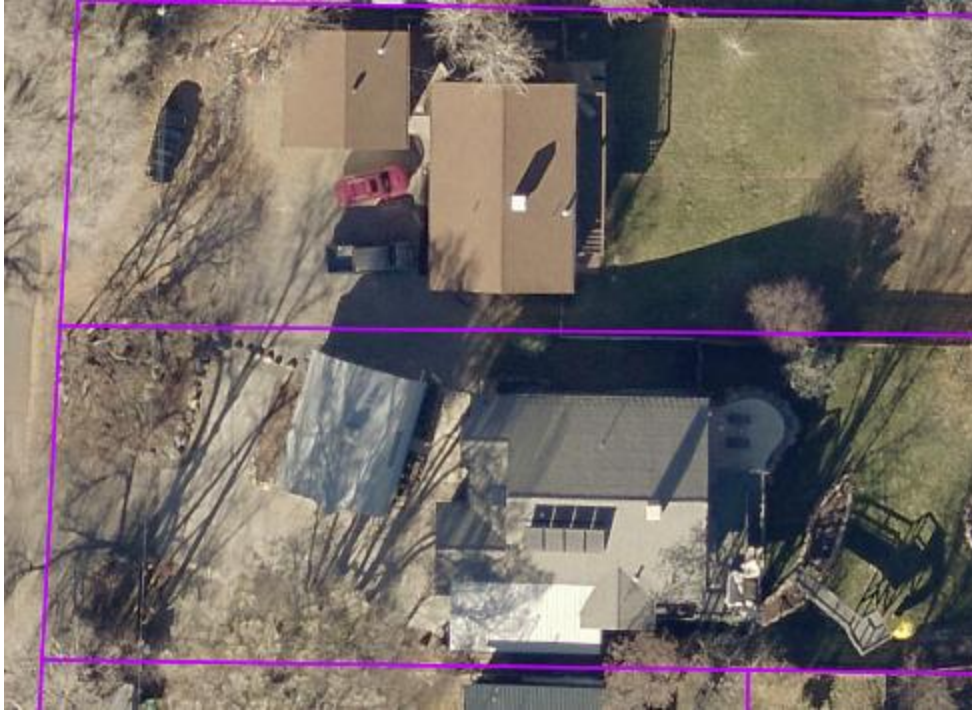
Detached Accessory Dwelling Units are regulated to the side and rear yard areas of a lot. Attached units are allowed in any yard of the lot. Staff believes the intent of this regulation, which is a general held standard for ADU's across the country, is to maintain the primary dwelling unit as the focal point and street facing structure. ADU's are generally meant to be "accessory-to" the primary dwelling, smaller in nature, and a less obtrusive option than adding a full size complete unit. In addition, ADU's are allowed in every residential zone as a use by right, where duplex units are limited to higher density zones. Staff acknowledges the goal of maintaining neighborhood character as identified in the comprehensive plan and has offered language to address ADU barriers as well as preserve existing neighborhood character with specific criteria for allowing an ADU front yard exemption.

Staff has proposed language that allows detached ADU's to be located in the front yard under the following circumstances:

- i. All other code requirements are met; and
- ii. The existing primary structure is located within fifteen feet of the rear lot line; or
- iii. An accessory dwelling unit is proposed within or on top of a legally conforming garage that exists in the front yard where the ADU will not increase the building footprint.

The second criteria allows for leniency for lots that have developed with the primary structure located to the back of the lot leaving inadequate rear yard area for an ADU. The ADU would still be required to meet zone district standards for front and side yard setbacks.

The third criteria recognizes that there are many detached garages that exist in the front yard that could be converted to an ADU, or an ADU added as a second story with little impact to surrounding property. An example is provided of lots with front yard detached garage structures below.



Required Rear Yard Coverage

Current code states that accessory structures are allowed in the required rear yard as long as no more than 40 percent of the rear yard is covered. This code aspect allows accessory structures to be partially placed within the rear yard setback as prescribed by the specific zone district. The residential zone districts have rear yard setbacks that range from twenty five (25) feet in the lower density districts to ten (10) feet in the higher density districts. It is important to note that the required rear yard is based on the zone district standard, and not the reduced rear yard setback included in the amendments for Accessory Dwelling Units of five feet.

Staff has added a definition of “Required Rear Yard” to Section 070.070.030 for clarification. That definition is as follows:

Required rear yard. A yard extending the full width of the lot, the depth of which is measured in the horizontal setback distance, based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts, from the rear lot line.

Staff has proposed language to allow Accessory Dwelling Units specifically to cover a higher percentage, of the required rear yard, 60 percent, than what is allowed for general accessory structures, 40 percent. This allowance is in line with reducing the rear yard setback for Accessory Dwelling Units as discussed previously. The proposed amendment is as follows:

4. Accessory dwelling units may be located in the required rear yard provided that not more than sixty (60) percent of the required rear yard is covered.

The images on the next page illustrate the concept of a required yard as well as how this code section applies to Accessory Dwelling Unit placement on a lot. The required yard percentage allowance does not exempt ADU’s from a rear yard setback, only limits the area an ADU can cover. Images are not to scale and are for illustration only.

Image 1. Required Yard Areas identified by color.

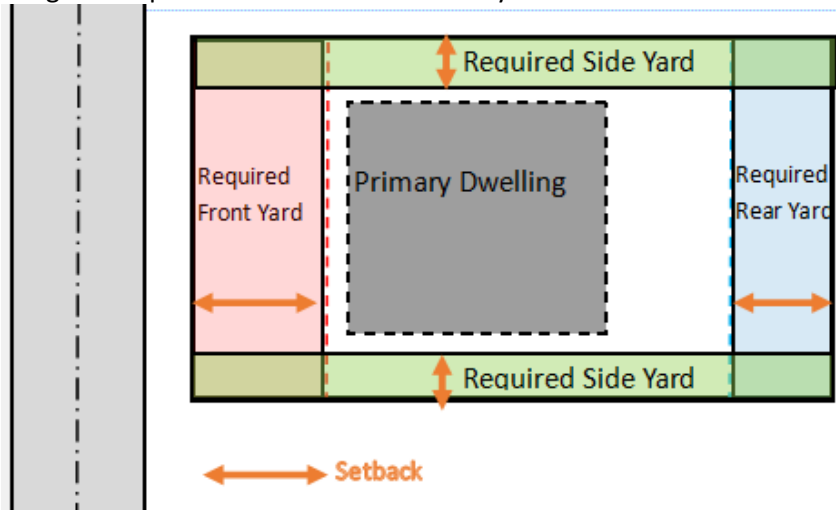


Image 2. Percentage of Required Yard Area an ADU can cover.

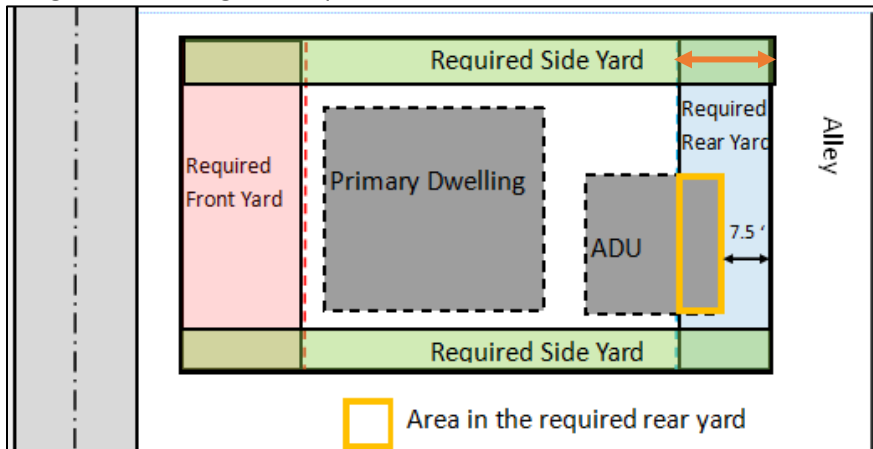
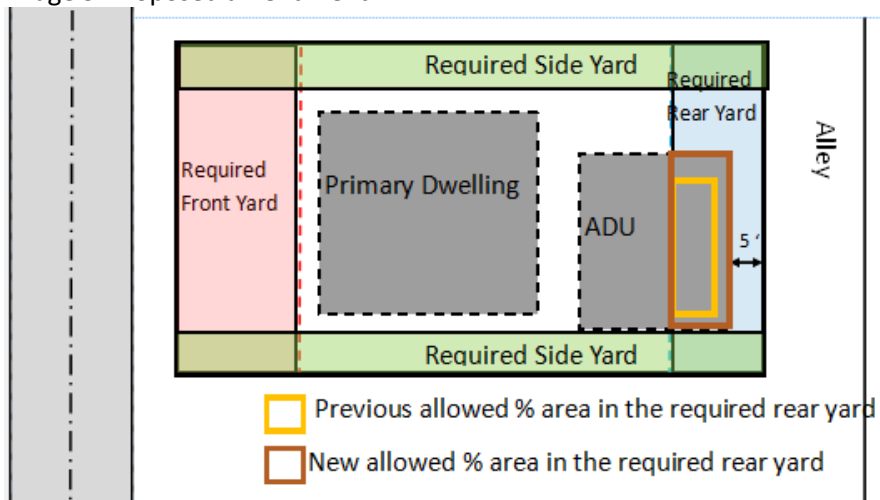


Image 3. Proposed amendment



PRESERVATION OF EXISTING STRUCTURES

Many structures within Glenwood Springs, both Primary and Accessory, are considered legal non-conforming. This means that the structure lawfully established prior to the effective date of this Code, but that no longer conform to the requirements of the current Code. A legal non-conforming structure is allowed to continue but, in most cases, cannot be altered in a way that increases the nonconformity which can include increasing the intensity of the use such as converting a garage to a dwelling unit.

Frequently staff is faced with an applicant that desires to turn a former garage or accessory structure into an Accessory Dwelling Unit however is unable to do so because the structure is nonconforming most often in regard to setbacks. This new provision would allow existing structures with nonconforming setbacks to be converted to an ADU as long as the specific nonconformity is not increased. The included language is as follows:

Conversion of an existing legal non-conforming structure to an accessory dwelling unit is allowed, provided that the conversion does not increase the non-conformity.

ELIMINATION OF CONFLICTING CODE LANGUAGE

During the process of reviewing Accessory Dwelling Unit standards, staff found a conflicting section of code in Section 070.040.080 - Residential Site and Building Design. The applicability section includes language stating that this section of code shall not apply to Accessory Dwelling Units. However, later in the Residential Site Design standards for lot coverage there is a section titled "*Lot Coverage Bonus for Accessory Dwelling Unit.*" The section allows Accessory Dwelling Units to exceed lot coverage standards by an additional ten percent over standard residential development. Staff is proposing to remove this language from code. Staff is not proposing to replace this with any lot coverage standard for Accessory Dwelling Units. By removing this language, Accessory Dwelling Units will not be held to any lot coverage standards. If Planning and Zoning Commission prefers to apply lot coverage standards to ADU's, staff recommends including it in Section 070.030.030 under *Additional Standards for Accessory Dwelling Units*.

ACTION ALTERNATIVES

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

1. Recommend approval of some or all of the amendments;
2. Recommend denial of some or all of the amendments; or,
3. Continue the hearing with a requirement that staff submit changes or provide additional information regarding some or all the amendments.

Action 1:

Consideration of a code text amendments to Municipal Code Title 070 to amend the standards for Accessory Dwelling Units.

Staff recommends approval of amendments as listed on page 2-8 of this report.



MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
February 25, 2020
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00PM

1. Roll Call

Present at roll call were Commissioners: Amber Wissing, Marco Dehm, Kathryn Grosscup, Carolyn Cipperly, Dean Kinkel and Ben West

Absent: Ingrid Wussow, George Shaver, and Sumner Schachter

Also present were: Jenn Ooton, Asst. City Manager, Director Gretchen Ricehill, Assist. Director Hannah Klausman, AICP, Senior Planner Trent Hyatt, Senior Planner Anna S. Itenberg, City Attorney's Office Kathleen Michel, Admin. Assistant

2. Receipt of [Minutes January 28, 2020](#)

Motion: On motion of Commissioner Cipperly, seconded by Commissioner Wissing, the minutes were accepted as written. Motion carried by voice vote.

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

4. Election of Chairman and Vice-chairman

Nomination: Commissioner Grosscup, seconded by Commissioner Cipperly, nominated Marco Dehm as chair and Sumner Schachter as vice chair. Carried by voice vote.

Continued Items

5. 20-19 – Consideration of a Code Amendment to Section 070.040.020(d)(24) of the Glenwood Springs Municipal Code regarding riparian setbacks.

Trent Hyatt presented the staff report;

- The proposal was previously considered in 2018 and 2019 by Planning & Zoning Commission and City Council.
- Following staff meeting in September 2019, staff hired High Country Engineering to evaluate the peak flow of the rivers.
- Found that flow was greater than anticipated for several areas.
- Staff then hired SGM to study the actual flow rates at specific locations and prepare flood plain models.
- Impact was less than anticipated
- Nonconforming use regulations
- Flood plain regulations in Municipal Code apply
- Intent: added statement to include “protect human drinking water” in the intent
- Applicability was added for additional uses such as boat ramps as well as other public or private uses.
- Standards definition of OHWM set using USACE definition
- Options: Further revise setback from OHWM, disturbance area allowed, additional non- conforming use regulation revisions
- Money available for survey of OHWM for the entire City.
- New recommendations from the public acknowledged
- Staff recommends adoption of code amendment

Questions to staff

- Proposed regulations are conservative compared to other communities but setback would be similar to Garfield County
- There are new maps proposed, the last time maps were updated were 1985.
- Mitchell Creek does have an updated map
- Funding for survey is budgeted for 2020

Commission Dehm has several questions how the setback would apply to three specific properties: the airport, former Raymond property which is currently city owned, and Two Rivers Park. Dehm asked for what the biggest change would be in the standards and Hyatt explained that new regulations would prevent removal of vegetation from protected area.

Comments from River Commission invited:

Ashley Moffatt, 509 Maple Street, chair, noted that the code does not provide any measurement for cooling river waters. High river temperatures and algae blooms have occurred with the rivers. Other jurisdictions are replanting riparian habitat areas to help cool waters. Also commented on how neighboring jurisdictions regulate the riparian area and in some communities, property lines are set back from the river itself.

Scott Schreiber, vice chair, lives next to river. Occupation is a stream restoration engineer and spoke in favor of the passing the proposed amendment.

Chad Rudow, 1201 Mountain Drive, Glenwood Springs. Mr. Rudow was representing the Roaring Fork Conservancy which has served as a technical advisor. The Conservancy is a science-based organization that speaks about the health of rivers. Stated that scientific studies show that riparian setbacks help to preserve the health of watersheds. Referenced a study from 2014 that states that buffers of greater to or equal to 30 meters were the most effective. Garfield County arrived at its 30-foot setback as a compromise between 50 feet and no setback. Voiced support for the passing of this amendment.

Laurie Rink from Middle Colorado Watershed Council spoke about flood damage in Colorado and programs to protect property from damage. The Council is currently working on an integrated watershed management program for the region, including a fluvial hazard delineation which will cover the Glenwood Springs area. The Middle Colorado Watershed Council voices their support for the passing of the proposed amendment.

6:43 p.m. Opened hearing to public comment.

First speaker, Dan Angeloro, 612 Cowdin Drive expressed opposition to the proposed amendment on the grounds that the proposed amendment would severely impact how he uses his property and believes it would negatively affect his property value.

Dr. Paul Salmen, 1504 Midland Avenue spoke about the proposal as a reasonable measure to protect the rivers. Salmen expressed support of the amendment and believes protection of the river will enhance home values.

Michael Blair, 1204 Sprucewood Lane, was concerned about the proposal as property owners have the right to use their properties. Many chemicals in river come from anywhere upstream before it even reaches Glenwood Springs. Support more education on use of river properties, plantings, and how to provide access to the river without harming the riverbank rather than the proposed amendment which controls private use of property.

Hailey Karmner, 901 Grand Avenue, used combined time of four property owners to speak in opposition of amendment. Questioned whether these regulations are necessary, especially in prohibiting removal of riparian area plantings.

Gary Vick, 614 Cowdin Drive representing himself and the Friends of the Roaring Fork. Mr. Vick spoke representing himself and seven others. Spoke in opposition to the amendment and claimed devaluation of properties adjacent to the river. He presented two proposed motions that the Commission should consider and requested to have a stakeholder meeting to redraft this ordinance. No movement by staff regarding our suggestions.

7:26 p.m. closed public comment.

Commission Cipperly had a question about whether an engineer was required to plan removal of any vegetation. Trent Hyatt confirmed that this was not the expectation of the amendment.

Commissions are charged with specific areas of influence. River Commission involves staff, council, etc. Current setback is 30 feet while the proposed amendment will prohibit chemical application within that area and limit removal of vegetation within that area as well. Trent Hyatt confirmed that non-conforming uses would be allowed to continue under the proposed amendment in recognition that property owners retain use of the river.

Ms. Ooton explained that this came from the development code revision. River Commission became involved through the review process.

Scott Schreiber addressed the restoration of riparian areas to reduce river temperatures in Steamboat Springs.

Ashley Moffatt also spoke about Steamboat Springs program.

Chairman Dehm questioned Mr. Hyatt on public outreach completed by the City. Commissioner Dehm asked how the proposed amendment would apply to current property owners. Mr. Hyatt explained that the amendment would only affect the use of chemicals and removal of additional plantings in the future. Hyatt also explained that there were exceptions included in the proposed amendment which include: proving that activity will not result in increased water quality degradation, stream bank erosion or a reduction of the function and quality of a riparian area or wetland.

Commissioner Grosscup asked about the language concerning proposed activity descriptions.

Discussion: Based on public input, Commissioner Grosscup recommended that the limit of 10% for removal of vegetation was too low. City should be held to its own regulations, as there have been projects that have not been great in terms of relationship with the river. Wanted greater distance for application of chemicals. Also there was a request for a provision for revegetation of riparian area after construction work. Also discussion regarding grandfathered non-conformities.

Chad Rudow, Roaring Fork Conservancy, states that they often receive calls from concerned citizens but knows who to contact with those concerns. River users are good stewards of the river. We receive from information from rafters, fishing guides, other river users.

Commissioner Cipperly also mentioned that education for property owners would be necessary.

Motion: Item 20-19 to approve with changes that area of removal of native vegetation be changed from not to exceed 10% to not to exceed 50%, to change "activity" in Paragraph 4 (iii) to improvements, and adding non-conforming restored to original condition Motion by Commissioner Grosscup, seconded by Commissioner Cipperly. Motion carried unanimously.

Break at 8:15 p.m. Resumed meeting at 8:20 p.m.

New Items

6. Item 02-20 – Consideration of a Variance request from a required 20-foot rear yard setback.

Applicant: Steven B. Pittman
Owner: Steven B. Pittman and Patricia J. Pittman
Address: 604 N. Traver Trail

Zone District: R/2-Multi-Family-Oasis Creek Planned Unit Development

Gretchen Ricehill presented the staff report.

- The proposed bedroom encroaches approximately 7 feet into the 20-foot setback
- Variance would allow wheelchair access to only main floor bedroom
- A 2007 variance was allowed for a deck into east side setback
- In 2018, the property boundary line was adjusted to address deck encroachment
- Historical encroachments due to angled placement of home on the lot
- Complied with the variance criteria and staff recommended approval
- Reviewing agencies did not raise questions
- Single action item: Approve. Approve with conditions, deny or continue

Steve Pittman, 604 Traver Trail, spoke briefly regarding his application.

No one for public portion of hearing.

Motion: Commissioner Cipperly moved to approve the item with findings and conditions on page 8 of the staff report. Commissioner Grosscup seconded. Motion carried unanimously.

7. Item 01-20: Amending ADU Standards 070.040.080

Hannah Klausman presented the staff report.

- Planning & Zoning is a recommending body, with final decision for City Council
- Increase size of units from 850 to 1,000 square feet
- Altering maximum size of all accessory buildings to not include ADUs
- Front, rear and side yards as designated in zone
- ADU compatibility substantially the same as principal dwelling
- Change percentage from 49% to 55% of the principal dwelling
- Apply to new units or conversions

Commissioner Dehm had questions about how the proposed code amendment would affect variances and applications within the existing rear yard setbacks. There was additional discussion on the maximum size of an ADU as well as discussing how the size of the ADU would relate to lot coverage.

There were questions about the requirement for three architectural features for ADUs being included in the standards. There was additional discussion of the degree to which an ADU would have to match the primary dwelling as well as other design guidelines for an ADU. Commissioner Dehm voiced support for more flexibility in code with the relationship in design between the ADU and primary dwelling.

Motion: Commissioner Grosscup moved, seconded by Commissioner Cipperly, moved to approve the proposed Staff changes with the addition of the requirement that ADU's meet two architectural features from the four sided design requirement listed in the Residential Design Guidelines in Section 070.040.080 (e)Residential Building Design and Character. The motion carried unanimously.

8. Item 48-19 – Location & Extent Review- construction of a 5-bay 2250 square foot garage/shop building; 3150 square foot covered storage building; 1140 square foot wash bay, fuel station with above ground storage tanks and 6-foot tall black chain link fence.

Applicant: City of Glenwood Springs
Owner: City of Glenwood Springs
Address: 2222 Devereux Road
Zone District: I2-River Industrial

Gretchen Ricehall presented the staff report

Staff recommended approval.

There was a question regarding the visibility of the structure from Highway 6 and I-70. Ricehall explained that the building would not be visible from Highway 6 but would be briefly visible from I-70. Discussion regarding the sidewalk requirements for development projects and the possibility of a cash in lieu payment.

Motion: Commissioner Kinkel moved to approve Item 48-19; Commissioner Wissing seconded with conditions on page 5. Carried unanimously.

9. Extending Meeting Motion” Made to extend meeting to 11:00 p.m. by Commissioner Grosscup, seconded by Commissioner Wissing. Motion carried by voice vote.
10. Nomination for Chair and Vice-Chair of Planning & Zoning Commission. Commissioner Wussow nominated Commissioner Dehm as Chair and Commissioner Schactner as Vice Chair. Commissioner Cipperly seconded. Motion carried by voice vote.
11. Planning Commission work sessions – There has been a request for additional work sessions on items such as solar panels, housing, parking, comprehensive plan update, landscaping, and other items.
12. Commissioner Comments

Commissioner Kinkel felt the Commission made progress this evening.

Commissioner Cipperly was glad to have completed riparian amendment, would like to see more riparian vegetation installed by the City. Was also happy to have passed the new ADU requirements.

Commissioner Grosscup: Mentioned that the Housing Commission would be going on a tour of valley to see examples of affordable housing on March 11th.

Commissioner: Wissing: Expressed thanks for former Commissioner Malloy’s service

Commissioner West: Thanked Commission for allowing opportunity to serve on the Commission.

Commissioner Dehm: No comment

13. Director Comments

14. Adjournment 10:22 adjourned.

DRAFT



MINUTES
CITY OF GLENWOOD SPRINGS
SPECIAL CITY COUNCIL MEETING
MARCH 12, 2020
101 W. 8TH STREET
4:00 PM

1. Roll Call

Mayor Jonathan Godes called the meeting to order at 6:15pm. Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, Paula Stepp. (Steve Davis Absent)

Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Steve Boyd, COO; Catherine Fletcher; City Clerk; Jenn Ooton; Assistant City Manager, Yvette Gustad; Finance Director, Terri Partch; City Engineer, Sarah Derrigan; Public Information Officer, Trent Hyatt; Senior Planner, Hannah Klausman; Senior Planner, Matt Langhorst; Public Works Director.

2. Pledge of Allegiance

Mayor Godes led in the Pledge of Allegiance.

3. Approval of the Gould Construction Bid for the Cedar Crest Water, Sewer, Storm Sewer and Roadway Reconstruction Project Bid BD2020-006

Matt Langhorst gave a brief presentation on this project noting that Public Works, Water and Engineering Departments have been evaluating City infrastructure as a whole and have begun moving toward planning and design processes for several large problematic areas within the City. The Cedar Crest Subdivision was targeted as a problematic area with significant water, sewer, drainage and roadway issues all within the same project area. Gould construction was chosen as the apparent low qualified bidder at \$3,928,331.90

Mayor Godes opened public comment. No comments were made.

Councilor Voorhees moved, seconded by Councilor Hershey to Approve the Gould Construction Bid for the Cedar Crest Water, Sewer, Storm Sewer and Roadway Reconstruction Project Bid BD2020-006 in the amount of \$3,928,331.90.

Motion Passes (Davis Absent)

4. Resolution 2020-12, A Resolution of the City Council of the City of Glenwood Springs, Colorado, In support of the Governor Declaring a Statewide Emergency and Authorizing Expenditures

5. Resolution 2020-13; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting an Electronic Participation Policy for Use in the Event of a Local Emergency Declaration

These resolutions were considered and voted on together

Karl Hanlon, City Attorney presented Resolution 2020-12 in response to the emergency order that Governor Polis declared related to the COVID -10. This would allow the City Manager spending authority and Resolution 13 established electronic meeting procedures to ensure that City government can continue to operate.

Mayor Godes opened public comment. No comments were made.

Mayor Pro tem Kaup moved, seconded by Councilor Voorhees to approve Resolution 2020-12, A Resolution of the City Council of the City of Glenwood Springs, Colorado, In support of the Governor Declaring a Statewide Emergency and Authorizing Expenditures and Resolution 2020-13; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting an Electronic Participation Policy for Use in the Event of a Local Emergency Declaration

Motion Passes (Davis Absent)

Meeting Adjourned at 4:48pm



MINUTES
CITY OF GLENWOOD SPRINGS
SPECIAL CITY COUNCIL MEETING
March 26, 2020
101 W. 8TH STREET
6:00 P.M.

1. Roll Call

Mayor Jonathan Godes called the meeting to order at 6:00pm. Due to the Town's Disaster Declaration on March 12, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, Paula Stepp, Davis.

Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Steve Boyd, COO; Catherine Fletcher; City Clerk; Jenn Ooton; Assistant City Manager, Yvette Gustad; Finance Director, Terri Partch; City Engineer, Hannah Klausman; Public Information Officer, Matt Langhorst; Public Works Director.

2. Council Comments

Councilor Willman congratulated the Finance team on achieving the Award of Excellence for Finance Reporting 2 years in a row.

Councilor Kaup thanked all health care workers, city staff and the community working on COVID-19.

Councilor Stepp thanked Debra for keeping the community's aware on a daily basis of updates related to COVID-19 and appreciated all the PR work the City is doing.

Councilor Davis noted he was to return to CO on March 10 and with the COVID he is self-quarantined in Texas which has a stay at home order in effect.

Mayor Godes mentioned that the City will be having an interactive press conference throughout this crisis with the community.

No Public Comments.

3. Resolution 2020-16; A Resolution of the City Council of the City of Glenwood Springs adopting Glenwood Springs Public Health Order 2020-1

Mayor Godes noted originally this was going to be an action of the City but Governor Polis did a Statewide proclamation City Council wanted to connect and see what the City is doing and formally adopt and endorse the Governor's action.

Karl Hanlon, City Attorney discussed how the Governors order was impacting City of Glenwood Springs on a day to day basis and what was classified as critical and if there was an exemption for construction.

Mayor Godes opened Public Comments.

Mark Gould commented that he felt the city was taking drastic measures within the city related to construction while all construction companies are taking precautions with 6 ft distancing, wearing masks, doing everything that OSHA require

and the Health department.

Mayor Godes read into the record a letter from Dean Newman from Dean Newman Construction company. He noted that his company had put into place safe policies and practices which are in full compliance with all federal state and local laws and especially OSHA to protect his staff related to the COVID-09 virus.

Greg Rippy noted the two contractors working in Glenwood Springs have incredible processes in places to keep workers and the public safe and he supported the contractors to continue working and ask Glenwood Council to allow construction to be an essential activity.

Mayor Godes closed public comment.

Councilor Willman moved, seconded by Mayor Pro tem Kaup to approve the City take no action in addition to the current State regulations and approve the City delaying the Cedar Crest and the Two Rivers Project until the next City Council Meeting on April 2, 2020.

Motion Passes Unanimously.

5. Adjournment

Meeting adjourned at 7:23pm.



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
April 2, 2020
101 W. 8TH STREET
6:15 P.M.

1. Roll Call

Mayor Jonathan Godes called the meeting to order at 6:15pm. Mayor Jonathan Godes called the meeting to order at 6:00pm. Due to the Town's Disaster Declaration on March 12, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, Paula Stepp, Steve Davis.

Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Catherine Fletcher; City Clerk, Steve Boyd; COO, Jenn Oton; Assistant City Manager, Yvette Gustad; Finance Director, Terri Partch; City Engineer, Hannah Klausman; Public Information Officer, Matt Langhorst; Public Works Director, Brian Smith Community Center Director and Gretchen Ricehill; Assistant Community Development Director.

2. Pledge of Allegiance

3. Agenda Changes & Conflicts

No conflicts were noted.

4. Citizens Appearing Before Council (for items NOT on Agenda-comments limited to 3 minutes)

Ned Carter – House Cleaners and what is essential services.

Cindy Svotos – Moving forward with farmers market and moving it to 7th Street.

Frank and Annette would like the City to push for more social distancing and more protection.

5. Council Comments

Councilor Stepp thanked the community for working together and doing the best they can during this time.

Mayor Pro Tem Kaup noted that there was assistance available through Garfield County Health and Human Services website and asked everyone to be patient and compassionate during this time.

Mayor Godes asked voters to remember to please sign the back of their ballots and drop off before April 14, 2020 at 7 pm.

Mayor Godes had a citizen complaint related to the Glenwood Golf course being open.

Councilor Willman noted council will need to start looking at the economic downturn and the impacts to the city

Councilor Voorhees thanks the restaurants that are giving out free food to people.

6. Consent Agenda:

- A. Minutes from the February 20 and March 5, 2020 Regular City Council Meeting and the March 12, 2020 Special Council Meeting
- B. Resolution 2020-15; A Resolution of the City Council of the City of Glenwood Springs, Colorado Setting 2020 Landfill Rates
- C. Award of City-wide Street Striping Contract
- D. Approval of Right of Way Expenditures for South Midland
- E. Construction Management and Survey Consulting Work for Cedar Crest Subdivision

Councilor Willman moved, seconded by Mayor Pro Tem Kaup, to approve the Consent Agenda.

Motion passed unanimously

ACTIONS AND/OR PRESENTATIONS

8. Planning File: #10-20 Consideration of an Appeal of a Planning and Zoning Commission denial of a Special Use Permit for a Personal Care Boarding Home as provided for in Municipal Code section 070.030.030(c)(4). The Appeal was filed November 26, 2019 per the requirements of 070.060.070(c). THIS ITEM HAS BEEN MOVED TO THE APRIL 16, 2020 AGENDA.

Mayor Pro Tem Kaup moved, seconded by Councilor Hershey to continue Planning File: #10-20 Consideration of an Appeal of a Planning and Zoning Commission denial of a Special Use Permit for a Personal Care Boarding Home as provided for in Municipal Code section 070.030.030(c)(4). The Appeal was filed November 26, 2019 per the requirements of 070.060.070(c) to April 16, 2020 Agenda.

Motion passed unanimously

9. Community Gardens This item was considered after item 10 and 11

Brian Smith, Community Center Director presented a review of preliminary plans for supplemental food resources on city owned properties that could be used as community gardens. Staff worked with local grocers to better understand impacts to the food industry and assist as needed to ensure food supply is not disrupted. Most grocers provided adjusted operating hours, vulnerable population access times, and limited quantity policies to help maintain a steady availability of inventory. The State has an emergency fund set up that the city could apply for \$25,000 to assist with setting up additional plots and satellite areas to grow food.

Mayor Godes opened the item for public comment.

No comments were noted.

Mayor Godes closed the item for public comment

Councilor Willman moved, seconded by Mayor Pro Tem Kaup to apply for a grant only in the amount of \$25,000 with the idea of expanding the public gardens for public use if the grant is approved.

Ayes: Davis, Kaup, Stepp, Voorhees, Godes, Willman,

Nays: Hershey

Mayor Pro Tem Kaup moved, seconded by Councilor Voorhees to allow staff to continue planning on the community garden concept in conjunction with applying for the grant.

Ayes: Godes, Voorhees, Kaup, Stepp

Nays: Willman, Hershey

Abstained: Davis

Motion passed

10. Continued from March 5, 2020 Resolution 2020-10; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Amending Resolution 2018-60, relating to the creation of the Glenwood Springs Urban Renewal Authority
ITEM TO BE CONTINUED TO MAY 7, 2020

Councilor Willman moved, seconded by Councilor Stepp to continue Resolution 2020-10; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Amending Resolution 2018-60, relating to the creation of the Glenwood Springs Urban Renewal Authority to May 7, 2020

Motion passed unanimously

11. Continued from March 5, 2020 Resolution 2020-9; A Resolution of the City of Glenwood Springs, Colorado Amending Resolution 2018-61 and Approving the Amended West Glenwood Springs Urban Renewal Plan **ITEM TO BE CONTINUED TO MAY 7, 2020**

Councilor Voorhees moved, seconded by Mayor Pro Tem Kaup to continue Resolution 2020-9; A Resolution of the City of Glenwood Springs, Colorado Amending Resolution 2018-61 and Approving the Amended West Glenwood Springs Urban Renewal Plan to May 7, 2020

Motion passed unanimously

12. HDR Contract Extension

Terri Partch resented to Council a request for an extension and modification to HDR's contract to complete the Scheduling Review, Time Impact Analysis, and as-built scheduling in order to evaluate any Liquidated Damages or Compensable Delays associated with the 27th Street Bridge Project. They would also be participating in a partnering session for the resolution of outstanding issues. The total amendment would increase the Construction Management Cost by \$53,799.94. This would bring the total Construction Management Cost to \$1,805,803.49, which is approximately 18% of the current construction contract value.

Mayor Godes opened the item for public comment.

None were noted.

Mayor Godes closed the item for public comment.

Councilor Voorhees moved, seconded by Mayor Pro Tem Kaup to approve the contract request for the extension subject to not waiving any claims that the City may have against HDR arising from this Construction.

Ayes: Godes, Voorhees, Kaup, Stepp, Willman, Davis

Nays: Hershey

Motion passed.

13. Community Support Initiatives

Steve Boyd, COO presented an update to Council on what the city is doing to help businesses during this time. Working with the vendor to waive fees for credit card processing for utility bills hoped to have an answer later in the week. Working with people who are delayed paying for utilities and water bills. Waste mgmt. trash collection will be cut in half and the savings would be pushed out to the businesses downtown. DDA looking at their budget to see what they can reinvest to help businesses recover in the DDA.

Mayor Godes opened the item for public comment.

None were noted.

Mayor Godes closed the item for public comment.

14. FAB Grants

Debra Figueroa, City Manager noted that the grant application deadline for FAB grants had expired. She suggested opening it up again to allow businesses to apply.

Mayor Godes opened the item for public comment.

None were noted.

Mayor Godes closed the item for public comment.

Council or Willman moved, seconded by Mayor Pro Tem Kaup to allow the City Manager and staff to open up the FAB grant applications for 2 more weeks and FAB to consider grants in conjunction with the economic downturn and make and have FAB review the applications and a recommendation to City Council on how the city would proceed.

Ayes: Voorhees, Kaup, Stepp, Willman, Davis

Nays: Hershey, Godes

Motion passed.

Mayor Godes called for a recess and reconvened at 7:45pm.

15. Critical Construction During Stay at Home Order

Karl Hanlon, City Attorney noted that considering the Governors order and what critical construction meant. As city talked internally about infrastructures projects that the city is doing and feel like if the city requires the contractors provide a plan on how they would meet the restrictions on social distancing and requirements of the governor's order. The City feels comfortable moving forward with construction.

Mayor Pro Tem Kaup moved, seconded by Mayor Godes to approve moving forward with Cedar Crest and Two Rivers projects completion and the Water Line lining assuming that there is a COVID-19 safety plan in place and allowing the building department to continue working with the construction industry on their projects and allow any projects within the city under \$100,000 to be approved by staff and anything that is over that would come back to City Council for a decision.

Ayes: Voorhees, Kaup, Willman, Hershey, Godes

Nays: Davis, Stepp

Motion passed.

16. Vacation Rental Cessation During Stay at Home Order

Karl Halon, City Attorney gave a brief update in the Governors order related to Lodging which considered a critical business but and all short time lodging has been shut down

Mayor Godes opened the item for public comment.

Mayor Godes read into the record that Stephen Bershenyi had his VRBO rented at a discounted rate for Critical workers at the hospital.

Alisha Fredrick commented on vacation rentals during the stay at home order within the City of Glenwood Springs.

Mayor Godes closed the item for public comment.

Councilor Hershey moved, seconded by Mayor Pro Tem Kaup to approve all Short-term rentals to be closed until May 1, 2020 with the exception of essential workers from the medical industry, family members, if it is your permanent residence and for permanent residents of Garfield County.

Motion Passed Unanimously.

17. Bathrooms for Homeless Population

Debra Figueroa presented a brief update on public bathrooms in the city with the stay at home order due to the COVID - 19. There was a concern that there were no restrooms for the transient population in the downtown area. She noted that there was port o lets located at Axel, Sayre, Veltus, Sullivan and Gregory Parks.

Council gave direction to move forward with placing a port o let at Centennial park and downtown and to install wash stations when they become available.

18. Consider Emergency Order Terminating RFTA Service in Glenwood Springs

Karl Hanlon presented to council that the City of Rifle adopted to suspend the service for RFTA on the Hog Back route stopping in Silt. Ride Glenwood Services was suspended a few weeks ago. Mayor Godes would like direction on what to present to RTA at their board meeting on Friday morning.

Mayor Godes opened the item for public comment.

Art Riddile, RFTA board member noted that RFTA has taken precautions to protect staff and riders on the buses to keep them safe and would like to keep services running.

Gary Vick, commented on RFTA service and how those that need to ride the bus would get to their destinations.

Dan Blankenship, Executive Director of RFTA noted that these are difficult times. RFTA did a survey on why people rode the bus and the following results were received. 50% responded travel, 38% work, 8% health and 4% other. He noted that he was getting information for the RFTA board so they can make an informed decision on the RFTA bus service. They are currently providing a reduced service.

Mayor Godes noted that he had direction to wait until after the RFTA board meeting and he and Mayor Pro Tem would confer after the RFTA board meeting.

19. Report from City Administration

A. City Manager

Boards and Commissions will have virtual meetings in May.
Roundtable discussion with banks looking towards recovery.

B. *City Attorney*

A memo related to RMR would be distributed.

C. Correspondence Incoming/Outgoing

Letter to Governor Jared Polis, COVID-19 Federal Relief
Letter was approved to be mailed.

20. Adjournment

Meeting adjourned at 9:50pm.



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item:	Landfill Compost Facility Revisions per Approved EDOP Construction Award
Action Requested:	Approval of Compost Facility Construction Award to Moody Construction for \$342,313.84
Department:	Public Works
Presented By:	Matthew Langhorst, Public Works Director
Background Info:	The City has operated a compost facility at the landfill for approximately 30-35 years either through the City staff or by an outside operator. The landfill has modified how the operation is run and what type of facility is being utilized to create compost over that time period. The current operation is a saturation lagoon where materials are mixed, piled and the material sits in that location until it reaches 131 degrees internally for 10 days. The piles are then moved to a secondary location where they sit and continue to decompose until they have met permitting regulations and have been tested for nutrient levels. The current lagoon is an old system that was constructed prior to CDPHE having composting regulations and no documentation is available on how the lagoons liner system was installed. CDPHE now has liner regulations for all composting operations and is requiring that we bring our operation up to code. This means that the lagoon needs to be replaced with a proper liner installed and documented or we will lose our ability to compost by December 31st, 2020. Due to the lack of flat area available at the landfill, the lagoon design is the City's best option for creating compost. Staff has already updated and gotten approval on the Composting EDOP through CDPHE and that design is what is being proposed for construction. The landfill has \$500,000 budgeted for capital projects in 2020, this project will consume most of that budget for 2020 thus the second portion of the Moody proposal for Pond and Offload Facility Construction is not being award with this agenda item, only the Composting Facility pricing.
Issues:	Compost Operations must be brought up to code by December 31st, 2020.
Staff Recommendation:	Approval of Compost Facility Construction Award to Moody Construction for \$342,313.84

SUMMARY SCHEDULE OF BID PRICES FOR POND AND COMPOST FACILITY C

Bid with shotcrete
liner option
approval.

1	COMPOST FACILITY BID AMOUNT	
	WITHOUT OPTIONAL SHOTCRETE (WRITTEN)	229509.72
	WITHOUT OPTIONAL SHOTCRETE (SPELLED)	Two hundred twenty-nine thousand five hundred nine and seventy-two cents
	WITH SHOTCRETE LAYER (WRITTEN)	342313.84
	WITH SHOTCRETE LAYER (SPELLED)	Three hundred forty-two thousand three hundred thirteen and eighty-four cents
2	POND AND OFFLOAD FACILITY CONSTRUCTION	(WRITTEN) 455241.30
	(SPELLED)	
		Four hundred fifty-five thousand two hundred forty-one and thirty cents
3	TOTAL	(WRITTEN) 684751.02
	(SPELLED)	Six hundred eighty-four thousand seven hundred fifty-one and two cents
4	PERCENTAGE DISCOUNT IF AWARDED ALL WORK	% 0.75
5	TOTAL WITH DISCOUNT	(WRITTEN) 679615.39
	(SPELLED)	Six hundred seventy-nine thousand six hundred fifteen and thirty-nine cents

BIDDER (COMPANY): Moody Construction & Sons, Inc.

AUTHORIZED BIDDER NAME: Levi Jansma Project Manager - Estimator

AUTHORIZED BIDDER SIGNATURE:

Project Manager - Estimator

TITLE

DATE

4/27/2020

FORM A - SCHEDULE OF BID PRICES FOR PONDS 5, 6, AND 7 AND RELATED FACILITIES CONSTRUCTION

Bid Item	Bid Items/Task Description/Tech Specs Section	Units	Estimated Quantities	Bid Unit Prices (\$)	Extended Bid Prices
1	Mobilization/Demobilization, Bonds, Insurance	Lump Sum		26,670	26,670
2	Excavation, Fill, Grade to Finish Subgrade				
2A	Clearing and Grubbing (to approximately 12-inch depth) Pond 5: 4,508 sf Pond 6-7: 16,605 sf.	SF	21,113	.17	3,589.21
2B	Excavation and Stockpiling of Pond Soils, Drainage Ditch & Car Wash Offload Facility (CUT) Stockpile Location at the OWNER Discretion Includes stockpiling suitable berm soils for pond construction and stockpiling excess at OWNER selected location.	CY	33,567	4.54	152,394.18
2C	General Fill Placement/Compaction to Meet Subgrade –(FILL)	CY	3,505	8.25	28,916.25
2D	Subgrade Grading/Compaction/Smooth Drum Rolled	SF	69,849	.16	11,175.84
3	Leak Detection System Installation				
3A	Installation of 2-Inch PVC Riser (Schedule 80) with well protector, threaded endcap, and 4.5-feet of 20-slot	LF	247	20.81	5,140.07
3B	Pea Gravel	CY	4.7	158.60	745.42
3C	Non-Woven Geotextile	SF	441	1.70	749.70
4	Piping Installation from Pond to Pond and Offload to Ponds				
4A	Installation of Piping from Pond 5 to Pond 3 and 4 including valves	LF	200	24.69	4,938.00
4B	Installation of Piping from Car Wash Offload Area to Vault to Ponds 6 and 7 including valves	LF	395	24.69	9,752.55
4C	Procurement and Installation of 1,500 Gallon Precast Containment Vault at Car Wash Offload	LS	1	5,051	5,051.00
5	Anchor Trench Excavation and Backfill	LF	1,690	4.59	7,757.10
6	Liner System Procurement and Installation				
6A	60-Mil Textured HDPE Bottom Layer	SF	69,874	.66	46,116.84

CONTRACTOR: Moody Construction & Sons, Inc.

6B	Geonet	SF	16,212	.82	13,293.84
6C	60-Mil Textured HDPE Top Layer	SF	69,855	.66	46,104.30
7	Revegetation of the Disturbed Areas of the Ponds	SF	49,277	.14	6,898.78
8	Reconstruction of All-Weather Access Roads around the Ponds as well as Existing Road to Bio Beds (OPTIONAL)	LF	2,534	3.90	9,882.60

CONCRETE/REINFORCING QUANTITIES

10	SEPTAGE POND OFFLOAD FACILITY				
10A	Reinforcing Steel				
	#4 Bars @ 23' 9" length	LS	25	15.52	388
	#5 Bars @ 23' 9" length	LS	5	24.44	51.26
	#5 Bars @ 26' 3" length	LS	16	26.82	429.12
	#5 Bars @ 24' 9" length	LS	14	25.27	353.78
	#4 Bars @ 24' 9" length	LS	4	16.12	64.48
	#4 Bars @ 4' 10" length	LS	38	3.16	120.08
10B	Concrete				
	Footing	CY	3.7	920	3404.00
	Wall	CY	3.96	920	3643.20
	Slab	CY	11.11	310	3444.10
	Curbs	CY	3.79	225	852.75
11	CAR WASH OFFLOAD FACILITY				
11A	Reinforcing Steel				
	#5 Bars @ 62' 1.25" length	LS	8	39.40	312
	#5 Bars @ 38' 5" length	LS	3	25.00	75

CONTRACTOR: Moody Construction

	#4 Bars @ 59' 0" length	LS	20	24	480.00
	#4 Bars @ 37' 1" length	LS	10	16	160.00
	#4 Bars @ 14' 10.25" length	LS	4	7	28.00
	#5 Bars @ 7' 5.5" length	LS	74	4.70	347.80
	#5 Bars @ 5' 11.5" length	LS	295	2.99	882.05
	#4 Bars @ 48' length	LS	4	22	88.00
	#5 Bars @ 48' length	LS	291	28	8148.00
	#5 Bars @ 62' 3" length	LS	35	37.20	1302.00
	#4 Bars @ 14' 7" length	LS	63	6	378.00
	#4 Bars @ 19' 7" length	LS	63	8	504.00
	#5 Bars @ 5' length	LS	35	3.30	115.50
11B	Concrete				
	Footing	CY	17.25	550	9487.50
	Wall	CY	28.64	550	15752.00
	Slab	CY	54.3	440	23892.00
	Curbs	CY	5.68	240	1363.20

TOTAL PRICE (excluding options): \$445,358.70

TOTAL PRICE (written): four hundred fifty-five thousand, two hundred forty one and thirty cents

TOTAL PRICE (typed): \$455,241.30

Jen Jensen

CONTRACTOR: Moody Construction & Sons, Inc.

FORM A - SCHEDULE OF BID PRICES FOR PONDS 5, 6, AND 7 AND RELATED FACILITIES CONSTRUCTION

SIGNATURE PAGE

PROJECT OWNER: CITY OF GLENWOOD SPRINGS.
PROJECT NAME: SOUTH CANYON LANDFILL POND CONSTRUCTION

OWNER: City of Glenwood Springs, CO

SIGNATURE

DATE:

OWNER: City of Glenwood Springs, CO

SIGNATURE

DATE:

CONTRACTOR:

SIGNATURE

DATE:

CONTRACTOR:

SIGNATURE

DATE:

CONTRACTOR:

South Canyon Compost Site Construction Bid

Pay Item Number	Description	Spec. Reference	Estimated Quantity	Units	Unit Cost	Extend Cost
1.0	Mobe/Demobe assumed based on previous experience could be much different		1	LS	\$22,389.00	\$22,389.00
2.0	Site Wide Excavation (Cut): Clearing and Grubbing	2100	102,106	SF	0.09	9189.54
	Site Wide	2222	26,089	CY	\$4.54	\$118,444.06
3.0	Embankment (Compacted General Fill): Site Wide	2222		CY	\$8.25	
4.0	Anchor Trench Mixing Basin	2222 2276	505	LF	\$7.56	\$3,817.80
	Crest GCL / Sump Geotextile	2240				
5.0	Geosynthetic Clay Liner (GCL) Mixing Basin	2776	10,824	SF	\$0.98	\$10,607.52
6.0	Geosynthetic Clay Liner (GCL) Retention Pond	2776	2,500	SF	\$1.92	\$4,800.00
7.0	Protective compacted Soil Cover (12 Inch minimum): Mixing Basin	2250	418	CY	\$9.12	\$3,812.16
	If Concrete Slabs are Used as Marking Layer					
7.1	Protective compacted Soil Cover (6 Inch minimum): Mixing Basin	2250	209	CY	\$9.12	\$1,906.08
	If Shotcrete Option Selected					
8.0	Excavating Basin Protective Soils from Borrow		418	CY	\$4.54	\$1,897.72
	Hauling Basin Protective Soils from Borrow (shotcrete)		209	CY	\$4.54	\$948.86
9.0	Slab Concrete Marking Layer (4 Inch minimum): Mixing Basin	2256	1,012	SY	\$10.45	\$10,575.40
9.1	Shotcrete Marking Layer (4-Inch minimum): Mixing Basin	Addendum 1	1,012	SY	\$123.80	\$125,285.60
	Option to Replace Slab Concrete Layer					
10.0	8 oz. Type GT-S Geotextile (Sump) Mixing Basin	2240	201	SF	\$0.60	\$120.60
11.0	Sump Gravel Mixing Basin	2710	5	CY	\$190.32	\$951.60
12.0	12" HDPE Perforated Header Pipe (DR-17) Mixing Basin	2614	4	FT	\$141.00	\$564.00
13.0	12" HDPE Riser Pipe (DR-17) Mixing Basin	2614	31	FT	\$141.00	\$4,371.00
14.0	Compacted Soil Liner (18 Inch minimum): Wet Storage Pad	2250	883	CY	\$8.25	\$7,284.75
15.0	Protective Cover Soil (12 Inch minimum): Wet Storage Pad	2614	592	CY	\$8.25	\$4,884.00
16.0	Excavating Pad Protective Soils from Borrow		1,476	CY	\$2.00	\$2,952.00
	Hauling Pad Protective Soils from Borrow	2222	1,476	CY	\$2.54	\$3,749.04
17.0	Crushed Recycled Concrete-SCLF Provide Wet Storage Pad/Secondary Storage Pad Spreading/assume 3-inch thick layer		370	CY	\$15.03	\$5,561.10
18.0	Stormwater Diversion Trenching V ditch around Property		1,480	LF	\$1.56	\$2,308.80
19.0	Culverts South and North Culverts 18" East Culvert 12 " (installed price)		74 33	LF LF	\$71.22 \$69.53	\$5,270.28 \$2,294.49
20.0	Realigned Road		1	LS	\$2,716.00	\$2,716.00

TOTAL ESTIMATED CONTRACTOR COSTS FOR COMPOST FACILITY CONSTRUCTION \$356,701.40

The TOTAL BASE BID PRICE for the pay items listed above is as follows:

(In Words) Three hundred fifty-six thousand seven hundred one and forty cents Dollars and Cents.

(In Numbers) (\$) 356,701.40

Notes:

- Engineer's estimated quantities are based on in-place quantities calculated by CAD.

**ATTACHMENT NO. 1 TO THE BID FORM
AGREEMENT QUALIFICATIONS/EXCEPTIONS/EQUIPMENT**

PROJECT NAME: Ponds 5, 6, and 7 Construction

SITE NAME: South Canyon Landfill

Any qualifications/exceptions to this Agreement that are not listed on this Attachment 1 of the Bid Form will not be valid. This includes qualifications and exceptions to the POND construction. Except as expressly stated herein, the terms and conditions of this Agreement will take precedence over any Supplier terms and conditions. The following project-specific agreement qualifications will apply to this Agreement (if none, so state and sign below).

Commercial:

Technical:

I hereby accept the above listed agreement qualifications.

Supplier
By: 
Signature
Name: Levi Jansma
(Authorized Agents Typed Name)
Title: Project Manager/Estimator
Date: 4/27/2020

Owner
City of Glenwood
By: _____
Signature
Name: _____
(Authorized Agents Typed Name)
Title: _____
Date: _____

LIST OF PROPOSED EQUIPMENT

CONTRACTOR shall provide a list of the proposed equipment dedicated to completion of the work as specified in the contract documents with his bid and as provided below including an hourly rate in the event additional out-of-scope work is required. Also provide any additional applicable equipment available if needed. Use a separate sheet of paper if necessary. Emphasis will be placed on the CONTRACTORS ability to complete the work in accordance with the requirements of the contract documents as quickly as possible. OWNER assumes that the ability of a bidder to complete the work of the contract in the shortest amount of time will be at least in part dependent on the number of pieces of applicable equipment, its efficiency in performing the applicable task, and number and experience of operators and foreman.

EQUIPMENT ITEM	USE	NO. OF PIECES DEDICATED TO WORK	HOURLY RATE FOR EQUIPMENT AND OPERATOR
Water Truck		1	95
D8T Dozer		1-2	210
Trimble GPS		1	125
345D Excavator		1	245
330D Exc.		1	205
980H Loader		1	185
872G Blade		1	140-130
563 Rollers		1-2	140
I738 Loader/Forklift		1	130
HDPE fusion machine		1-2	varies
Dump truck		1-3	
See attached Rate sheet for all avail			

DATE	MILESTONE DESCRIPTION-EARTHWORKS CONTRACTOR
<u>30</u> working days from NTP	Substantial Completion Tasks 1 and 2 – Mobilization of all equipment necessary to begin work, obtaining all the necessary soils from the borrow source, preparing the POND area (completed and verified) to design subgrade, and the entire POND area ready for placement of POND leak detection and liner materials including completion of the verification survey.
<u>30</u> working days from completion to subgrade	Substantial Completion Tasks 3 through 7—completion of the leak detection system, piping installation, anchor trench and liner installation construction, including all verification testing and surveying, including all verification surveys.
<u>10</u> working days from completion of above	Substantial Completion of all tasks above in accordance with the contract documents and all work associated with the POND project has been completed including receipt of test data and approved by the OWNER and CQA Personnel.



Addendum

All addendum Acknowledged

Potential Cost savings

1. On line item 2B, Form A bid schedule for the ponds 5,6 and 7. Cut quantity unit price of 4.54 assumes hauling to the stack area at the top of the landfill. This is the most expensive route. And others would likely present a savings. Example, if we were to move all the excess yardage off of the slope to the pad below with primarily dozers we would be in the 3.26 a yard range. Netting a savings of about 42k.
2. These are the two extremes and we understand it will likely fall in the middle somewhere. If we could do all HDPE fusing from both projects at the same time it could save several thousand on fusion machine rental and operator.
3. Rate sheet supplied is the standard Moody Construction rates. We would consider for any unforeseen changes to operate under the existing South Canyon Rate sheet we have in our other contracts.

ATTACHMENT NO. 3 TO BID FORM
CONTRACT PRICE SCHEDULE

1. OWNER will reimburse the CONTRACTOR for work performed at the Bid Unit Prices as shown on the completed BID FORM. Any additional work required outside of the scope of the items shown on the BID FORMS will be paid at the applicable stated bid rates, or if no applicable stated bid rate, at terms agreed to by OWNER and CONTRACTOR.
2. All Invoices for Payment are to be in accordance with the task format and pricing outlined herein. Invoices shall be submitted no more frequently than at the Substantial Completion of each of the Milestones indicated on the previous Table unless an alternative invoicing schedule is approved by the OWNER.
3. Invoicing will be based on a determination of completion of the applicable milestone as agreed to by the OWNER, OWNER's Representative, and Contractor.
4. OWNER's standard payment terms are net 30 days from invoice date. The CONTRACTOR, at his discretion, may offer to provide a three percent (3%) discount on all invoices that are paid within Net 10 days after receipt of the invoice by the OWNER.
5. OWNER will retain 10% of each invoice until substantial completion is achieved, then retainer is reduced to 5% with this remainder to be paid upon successful completion of the POND project.

SCOPE/SCHEDULE/BID FORM

In accordance with the terms of this Agreement dated, _____, 2020, CONTRACTOR agrees to perform the Services necessary to accomplish the Work within the Contract Price as follows:

PROJECT OWNER: City of Glenwood Springs.
PROJECT NAME: South Canyon Landfill Pond Construction
PROJECT LOCATION: The landfill is located approximately 5 miles east of Glenwood Springs, and approximately 1 mile south of exit 111 from Interstate 70.
DESCRIPTION OF WORK: See Attachment 2 to this Bid Form

Complete the Bid Form on the following pages.

INCLUDE A RATE SCHEDULE FOR ALL LABOR AND EQUIPMENT IN THE EVENT UNFORESEEN TASKS MUST BE COMPLETED.

Performance Bond @ 100 % _____

(written amount) **TOTAL CONTRACT PRICE:** _____

ATTACHED DOCUMENTS

Attachment 1– Agreement Qualifications/Exceptions/Equipment
Attachment 2– Scope of Work/Bid Item Definitions
Attachment 3– Contract Price Schedule

OWNER

City of Glenwood

CONTRACTOR

Name: _____

By: _____
Signature Date

Signature Date

Name: _____
Authorized Agent's Typed Name

Name: _____
Authorized Agents Typed Name

Title: _____

Title: _____



4/23/2020

Re: Moody Construction & Sons, Inc.

To whom it may concern:

We are pleased to recommend Moody Construction & Sons, Inc. as a bidder on your project(s). We have never been called upon to complete a project on behalf of this contractor, nor have we received any complaints from owners or subcontractors.

We would favorably consider providing single bonds in the \$1,000,000 range with an aggregate of \$2,000,000. Bonding is subject to confirmation of financing, a favorable review of the contract documents and bond forms, and a favorable review of other underwriting information at the time of the request. These limits could increase with additional financial information, type project and other underwriting items requested.

This letter is not an assumption of liability, nor is it a bid, performance or a payment bond. It is issued only as a letter of recommendation requested from us by our client. Should you require further elaboration within the context of non-confidential information, please do not hesitate to contact us.

Sincerely,

Digitally signed by Erick Jones
DN: cn=Erick Jones, o=Liberty Mutual
Surety,
email=erick.jones@libertymutual.com,
c=US
Date: 2020.04.23 09:09:42 -06'00'
Adobe Acrobat version: 2020.006.20034

Erick Jones
Senior Underwriter
Liberty Mutual Surety

Ohio Casualty Insurance Company (The) (NAIC #24074)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500 X-41177.

UNDERWRITING LIMITATION b/: \$172,415,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: New Hampshire.

AM Best Rating: A = Excellent

Member of Liberty Mutual Group



MOODCON-01

KATIES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Hall-Assigned	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Moody Construction & Sons, Inc. 1629 P Road Loma, CO 81524	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Insurance Corporation	NAIC #: 42404
	INSURER B: Pinnacol Assurance	41190
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		TB2-Z91-466875-020	1/14/2020	1/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LIAB \$ Included
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			AS6-Z91-466875-010	1/14/2020	1/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TH7-Z91-466875-040	1/14/2020	1/14/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4213491	1/1/2020	1/1/2021	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			YM2-Z91-466875-030	1/14/2020	1/14/2021	Rented/Leased \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Colorado Parks & Wildlife is listed as Additional Insured on the General Liability.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



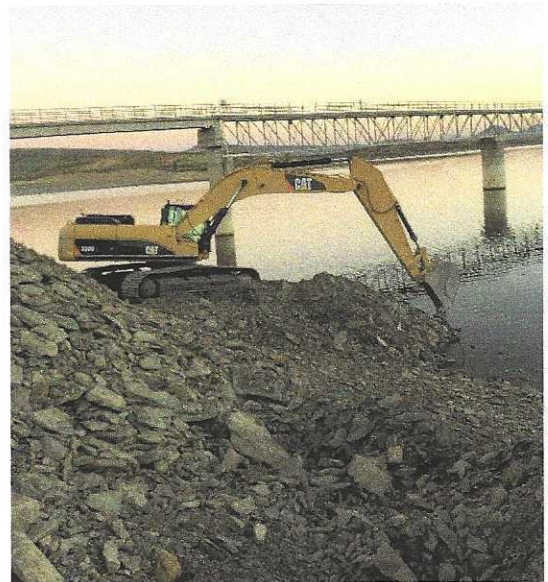
Who We Are

Moody Construction & Sons, Inc. is an excavation and construction contractor headquartered in Loma, Colorado. Moody first opened its doors in 1981 in Meeker, Colorado. Our current yard and center of operations is located in Rifle, Colorado. Since opening Moody has had remarkable growth and success along with western Colorado! This growth has allowed us to service the construction and energy industries all across Colorado reaching into Wyoming and Utah as well.

***Your QUALITY, SAFE excavation contractor
since 1981***

Our Mission

Moody Construction is a high-quality, detail-oriented company, offering a truly unique approach and genuine level of safety and performance to the construction industry. Our broad expertise allows us to provide highly responsive and competitive services to each and every level of customer. The company's owners and staff are leaders in their respective areas of expertise. Many with extensive experience both at Moody Construction and former affiliations. With this combined experience and pooled teamwork, we at Moody Construction & Sons look forward to providing the utmost professional and efficient construction services, creating a lasting impression and enduring relationships.





2019-2020 Rates Include Operator and Fuel

TRACK DOZERS

HOURLY RATE

D9T CAT, 2 Shank Ripper	\$255.00
D9R CAT, 2 Shank Ripper	\$255.00
D8T CAT, 2 Shank Ripper	\$215.00
D8R CAT, 2 Shank Ripper	\$210.00
D7 CAT, 2 Shank Ripper	\$175.00
D6 CAT, 2 Shank Ripper	\$155.00
D5 CAT, 2 Shank Ripper	\$130.00

BLADES

140H CAT, Ripper	\$130.00
140M CAT, Ripper, 6Wheel Drive	\$135.00
143H CAT, Ripper, 6Wheel Drive	\$130.00
12M3 CAT, Ripper, 6Wheel Drive	\$135.00
163H CAT, Ripper, 6Wheel Drive	\$140.00
160M CAT, Ripper, 6Wheel Drive	\$145.00
772G DEERE, Ripper, 6 Wheel Drive	\$130.00
872G DEERE, Ripper, 6 Wheel Drive	\$140.00
Wing attachment	\$10.00
Front Plow attachment	\$10.00

EXCAVATORS

303.5 CAT	\$90.00
305.5 CAT	\$90.00
210X3 Link-Belt	\$150.00
325DL CAT	\$175.00
330DL CAT	\$205.00
330CL CAT, 65' Long Reach	\$250.00
330DL CAT, Hammer	\$275.00
336E CAT	\$205.00
345DL CAT	\$245.00

(970) 379-9192 • 1629 P Road • Loma, CO 81524



2019-2020 Rates Include Operator and Fuel

FRONT END LOADERS

HOURLY RATE

IT38 CAT 3.25 yards / 5' forks	\$130.00
950H CAT 4.25 yards / 8' forks	\$160.00
IT62 CAT 4.25 yards / 8' forks	\$160.00
972G CAT 6 yards	\$175.00
980H CAT 7.25 yards	\$185.00
Snow plow attachment	\$10.00

BACKHOES

310 Deere	\$85.00
420 CAT	\$85.00
410 Deere	\$90.00

SKIDSTEERS

325G DEERE , Tracked	\$90.00
330G DEERE, Rubber tire	\$90.00
T650 BOBCAT, Tracked	\$90.00

COMPACTORS

Walk behind trench roller	\$63.00
CP433E CAT sheep foot 66" drum	\$125.00
CP563E CAT smooth 84" drum	\$140.00
CP563E CAT sheep foot 84" drum	\$145.00
815F CAT 4-drum soil compactor	\$185.00
825H CAT 4-drum soil compactor	\$210.00

TREE MUNCHERS

826 HYDRO-AX, Rubber tire	\$285.00
425EXL VALMET, Tracked harvester	\$285.00

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2019-2020 Rates Include Operator and Fuel

SCRAPERS

HOURLY RATE

615G CAT, 17 yards, paddle	\$215.00
623H CAT, 23 yards, paddle	\$225.00
627K CAT, 24 yards	\$250.00
631K CAT, 34 yards	\$295.00
657G CAT, 44 yards	depends upon availability

ARTICULATED OFF-ROAD TRUCKS

25 TON	\$200.00
30 TON	\$210.00
35 TON	\$220.00
41 TON	\$230.00

HIGHWAY TRUCKS AND PICKUPS

Semi and Lowboy	\$155.00
with Boost	\$165.00
Pilot Car	\$55.00
Water Truck 47BBL, 2000 gal	\$90.00
Water Truck 95BBL, 4000 gal	\$90.00
Water Truck 130BBL, 5500 gal	\$110.00
Dump Truck, 5 Yard	\$75.00
Dump Truck, 10 Yard	\$90.00
Crew Truck	\$35.00
One Ton w/trailer	\$45.00
One Ton w/dump trailer	\$65.00
Pickup w/Plow and Sander	\$90.00
Pickup	\$1.00 p/mile or agreed upon rate
Supervisor truck	\$1.00 p/mile or agreed upon rate

SERVICES

Welding Truck - Welder (not certified)	\$60.00
Service Truck - Mechanic	\$60.00

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2019-2020 Rates Include Operator and Fuel

<u>POWER TOOLS</u>	<u>RATES</u>	<u>UNIT</u>
Jumping Jack compactor	\$80.00	day
Plate compactor	\$75.00	day
Demo Saw, steel or diamond blade	\$50.00	day
Demo hammer	\$50.00	day
3" trash pump, 230gpm	\$35.00	day
4" diesel trash pump, 1200gpm	\$65.00	hour
generator (small frame)	\$110.00	day
generator 20kW (industrial)	\$195.00	day
Pressure Washer (includes, truck and labor)	\$60.00	hour
Rock Grizzly	\$35.00	hour

<u>PERSONNEL</u>	<u>REGULAR</u>	<u>OVERTIME</u>
Laborer	\$38.00	\$57.00
Operator	\$45.00	\$67.50
Foreman	\$60.00	\$90.00
Super/Manager	\$90.00	\$135.00
Office Clerk	\$40.00	\$60.00
EH&S Coordinator	\$60.00	\$90.00

Overtime will be charged on over 50 hours per week per man hours. (manpower only)

Double time will be charged for the following Holidays; (manpower only)

New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas

Materials purchased outside of a bid will be billed cost plus 15%

Equipment rates are inclusive of operator and fuel

Fuel is based on fuel prices at \$3.00 per gallon or less

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2019-2020 Rates Include Operator and Fuel

SURVEYING

HOURLY RATE

Trimble GPS	\$125.00
Computer time	\$125.00

SEEDING AND RECLAMATION

Hydro Seeder T-330	3300gal	\$204.00
Hydro Seeder T-175	1000gal	\$100.00
Tractor 125 horsepower		\$45.00
No Till Drill Seeder		\$55.00
Strawblower		\$155.00
Straw Crimper		\$90.00
Hopper/Fertilizer Spreader		\$90.00

PER ACRE

Per acre pricing varies greatly and is subject to terrain, processes requested and materials used.

Pricing may be figured with or without seed, amendments, fertilizers and stabilizers or cover materials.

Materials may be provided by Moody Construction or by Owner.

ALL hydro seeding subject to fresh water availability.

Call For Pricing

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Preserving
Our Environment



Through
Water Conservation

Water Containment Products · Liners

Page 1 of 3

Completed Projects / Resume

H&H Lining Inc.
P.O. Box 414 / 1990 J Road
Fruita, CO 81521

Below is a list of his completed projects by H&H Lining using RPE & similar liners:

Project: Hougland Residence

Basalt, CO – 10/2016
Contractor: Avalanche Exc.
Personal Pond
Material: 36 mil RPE
Quantity: 20,00 sf

Project: Leroux Creek Foods

Hotchkiss, CO – 3/16
Contractor: N/A
Irrigation Pond
Material: 30 mil RPE
Quantity: 77,845 sf

Project: Kinder Morgan Pads

Dove Creek, CO – 3/17
Contractor: Coal Bed Creek Const.
Pad Liner
Material: 30 mil RPE
Quantity: 52,122 sf

Project: Kurt Quadri

Montrose, CO – 4/16
Engineer: NRCS
Irrigation Pond
Material: 30 mil RPE
Quantity: 20,175 sf

Project: 99 Willoughby Way

Aspen, CO – 2015
Architect: Greg Mozian & Assoc.
Decorative Pond
Material: 45 RPE
Quantity: 33,619 sf

Project: Black Hills Energy

Debeque, CO - 2015
Secondary Containment Liner
Material: 36 RPE
Quantity: 9,182 sf

Project: Black Hills Energy

Debeque, CO – 2015
Secondary Containment Liner
Material: 30 mil RPE
Quantity: 7,470 sf

Project: Van Hoover Gathering Facility

Newtown, ND – 8/2013
Tank Containment
Material: 45 mil RPE
Quantity: 25,600 sf

Preserving
Our Environment



Through
Water Conservation

Water Containment Products · Liners

Page 2 of 3

Project: Williams Production

Parachute, CO – 2006 thru 2011
Frac Pits (Multiple Locations)
Material: 30 mil RPE
Quantity: 499,190 sf

Project: Celeyeta Residence

GJ, CO – 3/14
Irrigation Pond
Material: 30 mil RPE
Quantity: 29,470 sf

Project: Dennison Residence

Aspen, CO – 2016
Engineer: Roaring Fork Engineering
Decorative Pond
Material: 30 mil RPE
Quantity: 6,500 sf

Project: Esrick Pond

Aspen, CO – 2018
Decorative Pond
Material: 45 Mil RPE
Quantity: 85,120 sf

Project: Roaring Fork CC

Basalt, CO-2018
Golf Course Pond
Material: 45 Mil RPE
Quantity: 123,300 sf

Project: Smith Residence

Hotchkiss, CO-2018
Irrigation Pond
Material: 45 Mil RPE
Quantity: 27,720 sf

Project: Bill Barrett Corp.

Rifle, CO – 2010 thru 2013
Frac Pits (Multiple Locations)
Material: 30 mil PRE
Quantity: 705,538 sf

Project: Vanguard Operating LLC

Silt, CO - 6/217
Roderick SWD / Scott SWD
Material: 45 mil RPE
Quantity: 12,946 sf

Project: Binnings Residence

Jackson, WY
Fish Pond
Material: 40 mil LLDPE
Quantity: 36,000 sf

Project: Powderhorn Ski Co.

Mesa, CO-2018
Snow Making Pond
Material: 36 Mil RPE
Quantity: 15,960 sf

Project: Honey Rock Orchard

Delta, CO-2018
Irrigation Pond
Material: 30 Mil RPE
Quantity: 53,040 sf

Project: Hawleys Pond

Aspen, CO-2018
Decorative Pond
Material: 45 Mil RPE
Quantity: 135,840 sf

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Our Environment



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Water Conservation

Water Containment Products • Liners

Page 3 of 3

Project: Sky Mesa Ranch

Aspen, CO-2019
Decorative Ponds
Material: 45 mil RPE
Quantity: 71,545 sf

Project: HES 51

Rifle, CO-2020
Fire Pond
Material: 45 mil RPE
Quantity: 22,800 sf

Project: Nate Porter Residence

Grand junction, CO-2018
Irrigation Pond
Material: 30 mil RPE
Quantity: 51,795 sf

Project: Polo Club

Carbondale, CO-2018
Irrigation Ponds
Material: 30 mil RPE
Quantity: 64,380 sf

Project: Spearhead Ranch

Douglas, WY-2017
Fresh Water Storage Pond
Material: 45 mil RPE
Quantity: 178,069 sf

Project: Rio Blanco Landfill

Meeker, CO-2017
Leachate Pond
Material: 45 mil RPE
Quantity: 26,100 sf

Project: Jackpot Golf Course

Jackpot, NV-2019
Irrigation Pond
Material: 30 mil RPE
Quantity: 109,800 sf

Project: Hickory Hill Country Club

Springfield, MO-2017
Irrigation Pond
Material: 30 mil RPE
Quantity: 57,476 sf

Project: Keith Moore Residence

Douglas, WY-2018
Fishing Pond
Material: 45 mil RPE
Quantity: 52,234 sf

Project: Ogallala Pond

Douglas, WY-2018
Fresh Water Storage Pond
Material: 45 mil RPE
Quantity: 177,840 sf

Project: Vanguard Natural Resources

Silt, CO-2017
Frac Ponds
Material: 30 mil RPE
Quantity: 102,188 sf



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: Award of Bid BD2020-16 Materials for Cardnell Substation

Action Requested: Approval of Award of Cardnell Substation Materials with Long Lead times to Graybar in the amount of \$181,654.44.

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs Electric Department is moving forward with the construction of the new Cardnell Substation in Glenwood Springs. Some of the materials required for construction have lead times of between 20 and 32 weeks, so the City is being proactive and acquiring these materials prior to needing them for installation on the pad. This method is more cost effective and schedule controlling by being able to have materials sitting onsite and ready to go prior to even hiring a contractor to install the materials for the City. The main transformer was ordered in December of 2019, the substation pad was completed in April of 2020 and now the next round of materials purchases has come back in as Bid number 2020-016. Please see Long Lead Time Materials list attached.

The City received 4 proposal for bid 2020-16, two of the proposals were deemed non-responsive due to missing information within the proposals and one of the proposals has line items quantity issues that once corrected brought the pricing above the one complete proposal. Staff is recommending that all the materials be purchased through Graybar at a price of \$181,654.44. The City has budgeted \$2.5 million in 2020 for this project to include miscellaneous steel, fencing, concrete pads and piers, rock surfacing of pad, contractor fees, consultant fees and PSCO substation connection tower costs. Staff is estimating, dependent on PSCO final costs, that we will be within the approved budget for the project. Final connection to the PSCO transmission line may not occur until 2021 due to timing/PSCO design issues. This timing shift is ok with City staff, it allows us time to accommodate receiving the best pricing on materials and contracted work by not being under any major time restrictions.

Issues: None

Staff Recommendation: Approval of Award of Cardnell Substation Materials Purchase to Graybar in the amount of \$181,654.44 per Bid BD2020-016.

INVITATION TO BID
Bid Number 2020-016

Bids will be received at the City of Glenwood Springs, at bidresponse@cogs.us, until 2:00 p.m., (local time) April 20, 2020, at which time bids will be publicly read for the purchase of **Materials for the Cardnell Substation**. Include **BID #BD2020-016** in the subject line of the email.

Bid documents may be inspected and are available at the City of Glenwood Springs, Procurement Department, First Floor, 101 West 8th Street, Glenwood Springs, CO 81601 (970-384-6445). Bid documents will be available on March 30, 2020.

This solicitation for bids may be canceled by the City of Glenwood Springs, and any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City of Glenwood Springs. The City of Glenwood Springs reserves the right to reject any or all proposals or accept what is, in its judgment, the best bid. If a contract is awarded, it will be awarded to the lowest responsible and responsive bidder, whose bid is deemed by the City of Glenwood Springs to be in the best interests of the project.

Published: March 30, 2020 and April 10, 2020 in the Glenwood Springs Post Independent.



City of Glenwood Springs
Procurement Department
101 West 8th Street
Glenwood Springs, CO 81601
INVITATION TO BID BD 2020-016
COVER SHEET

Date: March 30, 2020

Bid number: BD 2020-016

Bid title: **Materials for Cardnell Substation**

Bids will be received until: April 20, 2020, 2:00 p.m., local time.
Responses must be submitted electronically to bidresponse@cogs.us no later than the time and date stated above. Include BID # BD 2020-016 in the subject line.

Goods or services to be delivered to or performed at: City of Glenwood Springs

For additional information please contact Ricky Smith: 970-384-6445

Email Address: bidresponse@cogs.us

Documents included in this package: Invitation to Bid Cover Sheet
Special Terms and Conditions
Bid Schedule
Addendum to Professional Service Agreement
Exhibit A: Materials List/Bid Schedule

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Procurement Department, Third Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Graybar Electric Company Fax: 801-973-4314
Address: 480 E. 55th Ave City/State: Denver, CO Zip: 80216
Contact Person: Tom Campbell Title: SAM Phone: 801-666-3145
Authorized Representative's Signature: [Signature] Phone: 801-230-2955
Printed Name: Tom Campbell Title: SAM Date: 4/20/20
Email Address: Tom.Campbell@graybar.com

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

March 30, 2020 and April 10, 2020	Advertise
April 13, 2020	Deadline for submitting questions
April 20, 2020	Proposal deadline
May 1, 2020	Award

PURPOSE OF SOLICITATION - TO PURCHASE MATERIALS THROUGH A SINGLE SOLICITATION: The purpose of this Solicitation is to purchase materials for the Cardnell Substation.

TERM OF CONTRACT: This contract shall commence on the date of the Purchase Order or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the City's authorized representative. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

TERMINATION OF CONTRACT:

- A. The City may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
- B. The City may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the City's inability to continue with the contract due to the elimination or reduction of funding.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the City in accordance with this Solicitation. All corrections shall be made within 21 calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Procurement Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

METHOD OF AWARD - ITEM BY ITEM: It is the intent of the City to award this Contract to the lowest responsive, responsible Vendor(s) on an item by item basis. Notwithstanding, the City reserves the right to alter this method of award if such alteration results in a cost savings to the City.

ELIGIBILITY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES

REQUIRED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City. The City reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the City) in making the award in the best interest of the City.

ASSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be assigned to another vendor.

ADJUSTMENT OF QUANTITIES: While the quantities stipulated in this Solicitation will be used by the City for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the City has the right to adjust/reduce/increase the quantities ordered in conjunction with this Solicitation based on budgetary conditions.

DELIVERY/COMPLETION SCHEDULE OFFERED BY VENDORS SHALL BE CONSIDERED BY THE CITY WHEN DETERMINING AWARD: This Solicitation identifies the date when products must be delivered or services completed. Accordingly, the delivery or completion date specified by the Vendors as part of their Response shall serve as a criteria for awarding this Solicitation. The City reserves the right to award to other than low Vendor when the higher Vendor provides a better delivery or completion date. It shall be understood therefore, that the City may cancel the contract for cause if the awarded Vendor fails to make delivery or complete the service within the period specified in the Vendor's Response. It shall be further understood that the City may, in its best interest, purchase the goods or services from another vendor and seek re-procurement charges from the defaulted Vendor and/or invoke liquidated damages to the extent specified in this Solicitation.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

INDEMNIFICATION: The successful Vendor shall indemnify ~~and hold~~ the City ~~harmless~~ from any and all ~~third party~~ claims, liabilities, losses and causes of action ~~which may for bodily injury and/or property damage to the extent~~ arising out of the ~~negligence or willful misconduct of Vendor in~~ fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. ~~To the extent of the aforementioned indemnification, the~~ Vendor or its insurer(s) shall pay all claims ~~and losses of any nature whatever~~ in connection therewith, and shall pay the ~~reasonable~~ costs of ~~defense attorneys~~ of all suits ~~to the extent of Vendor's liability~~, against the City when applicable, and shall pay all costs and judgments which may issue thereon.

Notwithstanding any provisions contained in this Agreement to the contrary, in no event will Vendor be liable for special or consequential damages.

Notwithstanding any provision of this Agreement to the contrary, in no event shall Vendor's liability exceed the purchase price of the product from which such liability arises or to which such liability relates.

PRICE OFFERS SHALL BE FIXED AND FIRM: The prices offered by the Vendor shall remain fixed and firm. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to error by the Vendor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of thirty (30) calendar days.

LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR: Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

RESPONSE TO QUESTIONS: Questions which arise during the response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Procurement Manager, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, bidresponse@cogs.us, fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer at least seven (7) calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Procurement Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Procurement Department.

GOVERNMENT STANDARDS AND REQUIREMENTS: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all applicable federal, state and local governmental

standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), and the National Electric Code (NEC).

METHOD OF PAYMENT - INVOICE FOR A SINGLE DELIVERY: The successful Vendor shall submit an invoice to the City's Finance Department. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the City when the items were delivered and accepted. The date of the invoice shall not exceed thirty calendar days from the date of delivery of the items. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the items.

SALES TAX: The City is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

SUBMITTALS: When submitting your bid the following information must be included: Invitation to Bid Cover Sheet, Exhibit A Materials List – Bid Schedule, Addendum to Professional Services, any issued addendum, and written warranty information. Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include PROPOSAL #BD2020-016 in the subject line of the email.

VARIATIONS ALLOWED IF INDICATED: For purposes of Response evaluation, Vendors must indicate any variances to the Specifications, terms and conditions, no matter how slight. If variations are not stated in the Vendor's Response, it shall be construed that the Response fully complies with the Specifications, terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the City reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.

PREPARATION AND SUBMISSION OF OFFER:

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the bid number on the outside.

2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the City. No other form shall be accepted.
 3. Offers submitted via facsimile machines will not be accepted.
 4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The City reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or if they are not in the best interests of the City.
- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the City's Procurement Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Procurement Department will be considered the valid modification.
- B. Withdrawal of Offers
1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety (90) calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the City may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

REJECTION OF OFFERS:

- A. Rejection of Offers. The City may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
 2. Re-advertise this Solicitation;
 3. Postpone or cancel the process;
 2. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the City;
 3. and/or Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.
- B. Rejection of a Particular Offer. The City may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;

3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the City, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

- D. The City reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the City to do so.

APPEAL OF AWARD.

- A. Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest as follows:

1. Prior to bid opening. If the course of the protest is known or should have been known to the aggrieved person prior to the opening of bids, such protest must be presented, if at all, to the City Manager as soon as it becomes known or should have become known but no later than the close of business on the day prior to the bid opening.
2. After bid opening. If the cause of the protest is known or should have been known to the aggrieved person after the bid opening, such protest must be presented, if at all, to the City Council within two (2) business days after the bid opening but, in no event, later than the bid award.

(b) Form of protest. The bid protest shall be in writing and specify the exact grounds for the protest. Any grounds not set forth in the written protest shall be waived.

(c) Determination of protest.

(1) By the City Manager. Bid protests made to the City Manager shall be decided by the City Manager as soon as is practicable after receipt of the protest but, in any event, no later than one hour prior to the bid opening. Such decision shall be in writing. In the event the decision is such and so substantial that other bidders or prospective bidders may desire to modify their bid proposals, the City Manager shall give notice of such decision to all bidders and prospective bidders of such decision. If insufficient time remains prior to the bid opening for bidders and prospective bidders to modify their bid proposals, then the City Manager at the place and time for bid opening can announce a reasonable continuance of the bid opening. No further public notice will be required except that all bidders who have submitted proposals as of the original time for bid opening and who are not present at the bid opening shall be given prompt written notice of the continuance of the bid opening and the reason for such continuance.

(2) By the City Council. Any person aggrieved by the decision of the City Manager may appeal his/her decision to the City Council, which appeal shall be decided, if practicable, prior to bid opening or, if not practicable, then prior to the award of bids. If the City Manager determines it to be in the best interests of the City when an appeal is made of his/her decision pursuant to this Paragraph, he/she may continue the

bid opening in accordance with the provisions of this Subsection. If a bid protest is made to Council pursuant to Paragraph 010.060.160(a)(1), Council shall make a determination of the protest prior to bid award. If Council determines that the bid protest is appropriate, it may, but need not, determine to rebid the contract. The decision of Council shall be final from which an appeal to Court in accordance with the laws of the State, may be taken. Such appeal must be filed within ten (10) days of Council's decision or it shall be waived.

(d) Waiver. The failure of an aggrieved person to make a bid protest or an appeal of the same in accordance with the terms of this Section shall be deemed to be a waiver of such protest.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative. **Twenty-four hour notice must be given prior to delivery. Vendor must call 970-384-4807 to notify the City of when delivery will take place. Delivery will be to the City's Electric Boneyard, located by the Airport, 61 County Road 116. Glenwood Springs, CO.**

BACK ORDERS ARE NOT ALLOWED: The City shall not accept any back orders of deliveries from the Vendor. Accordingly, the Vendor is required to deliver all items to the City within the time specified in this solicitation. In the event that the Vendor fails to deliver the goods within the time specified, the City reserves the right to cancel the order, seek the items from another vendor, and charge the Vendor for any re-procurement costs. Vendor is not be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Vendor's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Vendor be liable for any consequential or special damages arising from any delay in shipment or delivery.

WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM: The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the City during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions. Vendor warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Vendor by the manufacturer of the goods. VENDOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF VENDOR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

SPECIFICATIONS: The specifications for the materials for the Cardnell Substation are attached as Exhibit A Materials List – Bid Schedule.

Please provide price and delivery for the material noted in the attached Long lead material pricing sheet attached Exhibit A. Please note that steel structure drawings will be provided to the successful switch supplier to work out details on switch mounting. The material list indicates the preferred manufacturer and catalog number for each piece of equipment. If the bidder elects to bid a different manufacturer and/or catalog number, **cut sheets for the substituted item shall be provide**. The bidder can bid equals; however, it is the judgment of the City and Engineer as to if the substituted item is consider an equal. Please note that some items alternatives will not be accepted.

The bidder is requested to stage the material such that the material is received on or before July 6, 2020. All material shall be delivered to the city of Glenwood Springs -Cardnell Substation located in Glenwood Springs, Colorado.

Due to long lead times on the material requested (Up to 20 weeks), it is not possible to stage or deliver the complete material list on the requested date. Graybar will direct ship all material per the lead times indicated on Exhibit A which is based on vendor estimates.

The evaluated total price proposal will be determined by either selecting the best price from each proposal or selecting on proposal with the best overall price. The bidder shall specify if their bid can be broken up or if it is bid as a package. Preference will be given to package bids.

Please submit your pricing on the attached pricing sheet.

**BID SCHEDULE
CITY OF GLENWOOD SPRINGS
BID #BD2020-016**

Bid Schedule is included in the attached Exhibit A, Materials List – Bid Schedule.

Bidding 150 total days for delivery of items as specified in Exhibit A Materials List.

Does your offer comply with all the terms and conditions? If no, indicate exceptions.

Yes _____
No ✓

Does your offer meet or exceed all specifications? If no, indicate exceptions.

Yes ✓
No _____

State total bid price (include all items bid).

\$ 181,654.44

Have you filled in all the blanks listed above?

Yes ✓
No _____

SUBMITTED BY:

Name Tom Campbell

ADDRESS 480 E 55th Ave

City Denver State CO Zip 80216

Corporate Seal

Firm Name * Graybar Electric Company, Corporation

Signature [Handwritten Signature]

Title Strategic Account Manager

Phone (801) 230 - 2955

* Insert " Corporation, Partnership " etc.

Responses must be submitted electronically to bidresponse@cogs.us no later than the time and date stated above. Include BID # BD 2020-016 in the subject line.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: 4/20/20

BY: 

ADDENDUM NUMBER ONE FOR
MATERIALS FOR CARDNELL SUBSTATION
BID NUMBER BD 2020-016

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

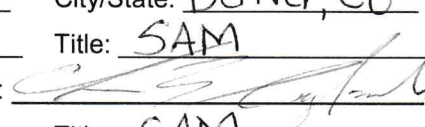
The following information is being added or amended as indicated as a part of the Invitation to Bid.

1. Find attached Addendum One for the materials list for the Cardnell Substation.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Graybar Electric Company</u>	Fax:	<u>801-973-4314</u>
Address:	<u>480 E. 55th Ave</u>	City/State:	<u>Denver, CO</u>
Contact Person:	<u>TOM Campbell</u>	Zip:	<u>80216</u>
		Title:	<u>SAM</u>
Authorized Representative's Signature:		Phone:	<u>801-666-3145</u>
Printed Name:	<u>TOM Campbell</u>	Phone:	<u>801-230-2955</u>
		Title:	<u>SAM</u>
		Date:	<u>4/20/20</u>

ADDENDUM NUMBER TWO FOR
MATERIALS FOR CARDNELL SUBSTATION
BID NUMBER BD 2020-016

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

The following information is being added or amended as indicated as a part of the Invitation to Bid.

1. Please see changes for item E4. The original manufacturer that was put on the bid tab was S&C, but it should have been Royal. The part number and everything else for this item is still the same just had the incorrect manufacturer. See attached Excel file with changes.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Graybar Electric Company</u>	Fax:	<u>801-973-4314</u>
Address:	<u>480 E. 55th Ave.</u>	City/State:	<u>Denver, CO</u>
Contact Person:	<u>TOM Campbell</u>	Zip:	<u>80216</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>801-656-3145</u>
Printed Name:	<u>TOM Campbell</u>	Title:	<u>SAM</u>
		Date:	<u>4/20/20</u>



Quotation

**ELECTRIC UTILITY
DIVISION**

PROJECT: Cardnell Substation

TO: City of Glenwood Springs

ATTN: Ricky Smith

THIS IS A BUNDLED PRICE QUOTE - IF ITEMS ARE ORDERED SEPERATELY OR CHANGES IN QUANTITIES, SHIPPING AND ITEM COSTS MAY BE INCREASED.

QUOTED BY:

T. Campbell

MATERIAL COST BASIS ARE SUBJECT TO ESCALATION/DE-
ESCALATION, SHIPPING

ADJUSTMENT & APPLICABLE TAXES TO BE

APPLIED.CUSTOMER TO VERIFY: QUANTITIES
NEEDED, COMPARED TO QUOTED QUANTITIES, PRODUCT LISTED IN
THIS QUOTE IS APPLICABLE.

DATE 4/20/2020

EXPIRES: 5/202020

QUOTE No.:

STOCK ITEMS SUBJECT TO PRIOR SALE

ITEM NO	QTY.	CATALOG NO	MFR NAME	DESCRIPTION	PRICE EACH	TOTAL PRICE	AVAILABILITY (WEEKS)
E5	3	1720	Victor Insulators	INSULATOR, 115kV, 550kV BIL, TR286, 5" BC	214.71	644.13	Stock
E13	53	1751	Victor Insulators	INSULATOR, 15kV, 110kV BIL, TR205, 3" BC	24.64	1,306.16	Stock
	1		Victor Insulators	Freight; Insulators, Glenwood Springs, CO	400.00	400.00	
E7	1	AV11512STD	Royal Switchgear	SWITCH, GROUP OPERATED, "V" TYPE, 115kV, 350kV BIL, 1200A, VERTICAL MOUNT, SWING HANDLE	6,096.26	6,096.26	12-14 Weeks
E8	1	AV1512STD	Royal Switchgear	SWITCH, GROUP OPERATED, "V" TYPE, 15kV, 110kV BIL, 1200A, HORIZONTAL MOUNT, SWING HANDLE	3,315.51	3,315.51	12-14 Weeks
	1		Royal Switchgear	Freight; Switches, Glenwood Springs, CO	2,000.00	2,000.00	
E11	3	EVP907102-3001	Hubbell	SURGE ARRESTER, DUAL RATED, TYPE EVP, 115kV, 550kV BIL, 42/71kV MCOV, 4-HOLE PAD, 10" BC w/SHORTING PAD	1,380.81	4,142.43	3-4 Weeks
E12	12	213709-7314	Hubbell	SURGE ARRESTER, 15kV, 110kV BIL, 8.4kV MCOV, 10kV DUTY CYCLE, NUT & WIRE CLAMP, ISULATED BASE W/ISOLATOR, W/PROTECTIVE CAP	33.66	403.93	7-8 Weeks
E4	12	13212STD	Royal Switchgear	SWITCH RECLOSURE BYPASS, 15kV, 110kV BIL, 600A, PORCELAIN INSULATORS, TYPE BT	644.81	7,737.70	6-8 Weeks
E6	12	13004STD	Royal Switchgear	SWITCH, HOOKSTICK, DISCONNECT, 15kV, 110kV BIL, 600A MIN.	358.29	4,299.47	6-8 Weeks
E9	1	192232R3-K	S&C	SWITCH FUSED DISCONNECT, 15kV, 110kV BIL, SMD-20 (STATION SERVICE) BRONZE / TIN PLATED CONNECTOR FOR #2 SOLID TO 397.% KCMIL ACSR	1,048.09	1,048.09	8-10 Weeks
E9A	1	612005	S&C	FUSE UNIT SMU-20 5E STANDARD SPEED (STATION SERVICE)	142.08	142.08	11-13 Weeks
E10	1	319016R1-J5-F-H-R-U5-E84 W/AB S-81365-1	S&C	TRANS-RUPTR II, MODEL SE, 115kV (ENERGIZE AT 69kV), 420A, 4,200A INTERRUPTION, W / BYPASS SWITCH, FOUR SELF POWERED PROTECTIVE RELAYS (5A SECONDARY), TEST SWITCH, REMOTE GAS-DENSITY ALARM, 48" PHASE SPACING, 8' PEDESTAL, ANCHOR BOLTS (S-81365-1) INCLUDED	51,361.28	51,361.28	18-20 Weeks

Prices subject to metals escalation / de-escalation and/or surcharges
QUOTATION VALID FOR 30 DAYS

Respectfully,
T. Campbell



Quotation

ELECTRIC UTILITY
DIVISION

PROJECT: Cardnell Substation

TO: City of Glenwood Springs

ATTN: Ricky Smith

THIS IS A BUNDLED PRICE QUOTE - IF ITEMS ARE ORDERED SEPERATELY OR CHANGES IN QUANTITIES, SHIPPING AND ITEM COSTS MAY BE INCREASED.

MATERIAL COST BASIS ARE SUBJECT TO ESCALATION/DE-ESCALATION, SHIPPING ADJUSTMENT & APPLICABLE TAXES TO BE APPLIED.CUSTOMER TO VERIFY: QUANTITIES NEEDED, COMPARED TO QUOTED QUANTITIES, PRODUCT LISTED IN THIS QUOTE IS APPLICABLE.

QUOTED BY: T. Campbell

DATE 4/20/2020

EXPIRES: 5/202020

QUOTE No.:

STOCK ITEMS SUBJECT TO PRIOR SALE

ITEM NO	QTY.	CATALOG NO	MFR NAME	DESCRIPTION	PRICE EACH	TOTAL PRICE	AVAILABILITY (WEEKS)
E2	3	D3676SS1LH00	G&W Electric	15.5kV Recloser, Three Phase Recloser, Type Viper-S, 15.5kV, 110kV BIL, 630A continuous, 12.5kV interruption, three epoxy insulated vacuum interrupter modules, one three phase magnetic actuator operator, contact position indicator, three 400/200:1 current transformers, three capacitively coupled voltage sensors, recloser specified at 120VAC, "L" style vacuum interrupter modules, 10 foot AC, control, and voltage sensing cables. Recloser requires 120VAC supplied by user. With recloser substation mounting structure. Beckwith Control	30,899.47	92,698.40	16 Weeks
E15	3	756236120	ARTECHE	TRANSFORMER CURRENT 13.2kV 110kV BIL 600:5A 0.15B-1.8 TYPE CRE-17, COLOR ANSI GREY	617.49	1,852.46	10 Weeks
E16	3	757101063	ARTECHE	TRANSFORMER POTENTIAL 13.2kV 110kV BIL 63.5:1 0.3W,X,M,Y, TYPE VRN-17, COLOR ANSI GREY	1,402.19	4,206.56	10 Weeks
						181,654.44	Total

Prices subject to metals escalation / de-escalation and/or surcharges
QUOTATION VALID FOR 30 DAYS

Respectfully,
T. Campbell



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: 2020 Budget Revision Plan

Action Requested: Provide direction to staff regarding changes to the 2020 budget as a result of the COVID-19 epidemic.

Department: City Administration

Presented By: Steve Boyd, COO
Yvette Gustad, Finance Director
Debra Figueroa, City Manager

Background Info: NA

Issues: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: 2020 Budget

Action Requested: Staff would like to brief Council on the expected economic impact of the Corona Virus on the City's 2020 budget and obtain direction in making budget adjustments.

Department: Finance

Presented By: Steve Boyd, COO
Yvette Gustad, Finance Director
Debra Figueroa, City Manager

Background Info: Glenwood's 2020 budget has been significantly impacted by the COVID-19 virus. This presentation is designed to help Council understand the impact on the revenues and expenses that we could experience. This work session is focused on the worst case scenario applied to the five funds that collect sales and use taxes; General Fund, Capital Projects Fund, Street Tax Fund, A&I Fund and Bus Tax Fund. Enterprise Funds and the Fleet Fund will be presented at the next regular Council meeting on May 21, 2020.

A memo detailing the impact will be circulated to Council via email on Saturday, May 2nd and added to this agenda item next week.

Issues:

Staff Recommendation: NA



Staff Memo

To: City Council
From: Debra, Steve and Yvette
RE: Ideas for Budget Adjustments
Date: May 7, 2020

Introduction

On March 11, 2020 Governor Jared Polis held a press conference to explain the previous evening's Declaration of a State of Emergency in Colorado and advised people that visiting Colorado's mountain resorts could jeopardize their health. That announcement caused a free-fall in revenues for Colorado tourist communities like the City of Glenwood Springs and led to the closing of attractions, hotels, retail stores, bars and restaurants. The City immediately suspended discretionary spending and paused other initiatives where possible during this time of uncertainty to save money and maintain flexibility.

City Response to Date

On March 13th Debra sent an all-staff communication defining Essential and Non-Essential Employees, providing information on telecommuting and establishing employee protocol. Department Heads were asked to halt discretionary spending and advised that wage and spending freezes would be imposed. On April 2nd administration sent correspondence to staff officially implementing a hiring and wage freeze, suspending all but select capital projects, halting travel and professional development and delaying purchases of equipment and vehicles. Other than temporary pay cuts no decisions were made at this time other than to delay spending.

Developments over the two weeks that followed made it clear that we were at the front end of a severe, prolonged economic downturn and that the high level of uncertainty would be with us for some time. In modeling various scenarios we established the following requirements.

COVID-19 PANDEMIC BUDGET ADJUSTMENT CRITERIA

- Maintain public safety, essential public services and critical business operations
- Plan for a worst-case that assumes no aid is received from external sources
- Do nothing that allows Rocky Mountain Resources to exploit this crisis for their benefit
- Retain staff so they are available when recovery begins
- Track COVID related expenses and apply for any emergency aid that becomes available
- Maintain a minimum level of reserves to operate the City

We will be most impacted economically in this crisis by a reduction in sales and use tax revenues. Spending cuts in the Capital Projects, Street Tax and A&I Funds can be accomplished largely by delaying capital projects. Payroll expenses are more difficult to cut. The City's Water, Electric, Landfill and Fleet funds have employees, but much of the spending is in capital projects that can be delayed. The General Fund is where most of our employees are paid and also receives the most sales tax revenue.

Three quarters of all General Fund expenditures are related to Full-time Employees (FTE) and it is not possible to make up for the millions in expected revenue loss through the use of reserves and cutting costs from the remaining 25% of the Fund's budget forcing at least a temporary decrease in compensation.

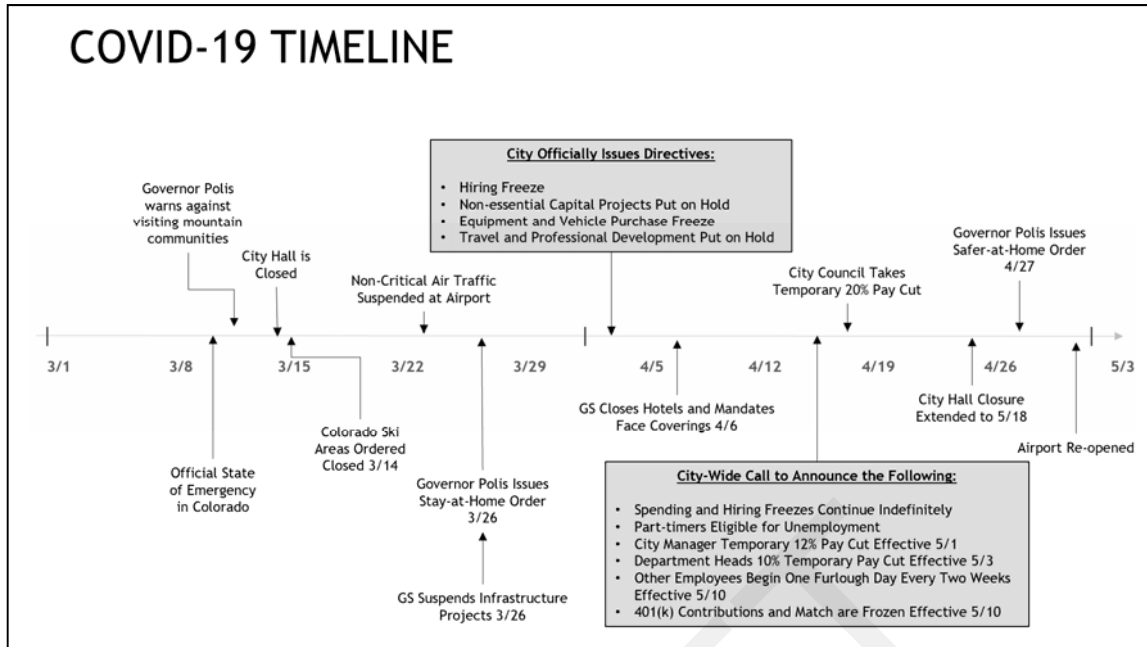
On April 11th Debra hosted an all-staff call that communicated the following actions:

- Debra will take a pay cut of approximately 12%, effective May 1 through end of 2020 unless the City's financial situation is better than anticipated.
- Part-time staff is laid off to allow them access to unemployment benefits effective April 17th.
- No certification raises, promotions or longevity payments until further notice.
- Department Heads receive a temporary 10% salary reduction beginning May 3rd.
- City 401(k) contributions will be halted starting May 10th.
- Other employees will temporarily begin taking one furlough day per pay period, essentially imposing a 10% salary decrease starting May 10th.
- Department Heads were directed to work together to cut 20% of discretionary, non-payroll General Fund spending.

The worst-case scenario assumes these measures stay in place for the rest of 2020, which would save \$1.4 million in 2020 General Fund spending.

GENERAL FUND PAYROLL CUT PARAMETERS

- Save around \$1.5 million by end of year
- Do not eliminate any full-time positions
- Have flexibility to change as needed
- Enable part-timers to receive unemployment benefits immediately
- Share payroll cuts as evenly as possible across the organization
- Give employees and families some time to plan for a change
- Afford employees the short-term security of not expecting further changes before July while staff and Council consider solutions

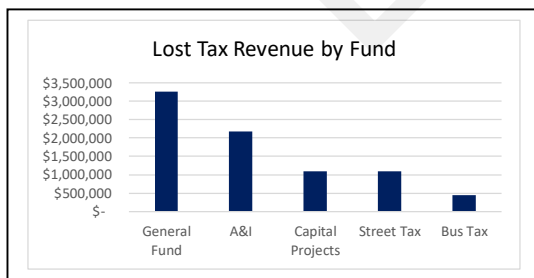


Current Situation

Staff is modeling several revenue scenarios for the last three quarters in 2020, the base case being down 25% from 2019 actuals. However, the purpose of this document is to project the impact of our worst reasonable case scenario, which is a reduction of 50% in sales tax from 2019.

Funds that rely on sales tax=> 1) General, 2) A&I, 3) Capital Projects, 4) Street Tax and 5) Bus Tax.

1. Sales Tax is the category that municipalities are most concerned will fall fastest and furthest.
2. Tourism is a sector of the economy that is expected to take the biggest hit.
3. We may be on our own - no reliable source of aid has been identified to help municipalities of our size stop the bleeding caused by lost revenue.



This combination will cause the City to lose millions of dollars in 2020 revenue. First quarter sales tax receipts are projected to be down approximately 7%. A CML poll reveals that Colorado Municipalities expect to see a 21% decrease in sales tax for the remainder of 2020. Staff believes that Glenwood's worst case of a 50% reduction could cost the City a of \$7.6 million in 2020 lost sales tax revenue.

General Fund Revenues

Our biggest fund spends about 74% of its revenue on payroll related costs. It has less control over its revenues than a utility fund and less ability than a capital or special revenue fund to defer capital projects. Our worst-case scenario has sales tax revenues falling \$3.3 million in 2020, with other sources of revenue like charges for services, permit fees and grant funds also facing reductions. The target revenue shortfall is \$6 million from all sources.

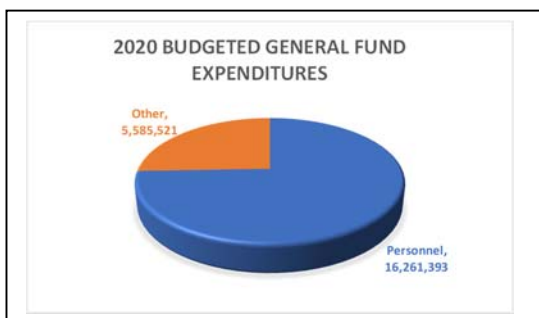
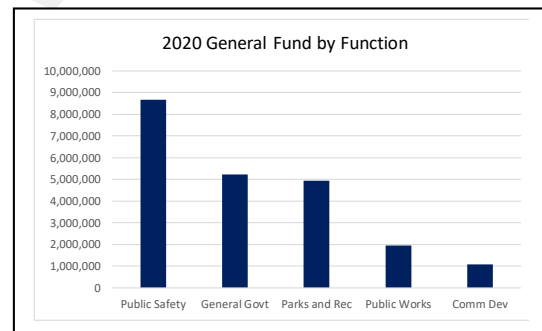
The graphic to the right details our estimate of revenue losses by source in the General Fund in 2020 under a worst-case scenario. Charges/fees and Community Center fees have variable costs associated with them that the City will not incur. Revenues like taxes and

Line Item/Department	Revised Budget	% Reduced	Change
Taxes	\$8,128,003	-41.1%	(\$3,343,709)
Intergovernmental	\$1,520,000	-52.6%	(\$800,000)
Other	\$3,180,352	-5.7%	(\$180,000)
License/permit	\$304,500	-41.1%	(\$125,000)
Charges/fees	\$593,500	-37.9%	(\$225,000)
Comm Center Fees	\$1,607,500	-80.9%	(\$1,300,000)
Reduce Marijuana Transfer	\$300,000	-16.7%	(\$50,000)
Revenue Shortfall			(\$6,023,709)

intergovernmental sources generally do not have an associated cost savings when they decline. If the Marijuana Fund does not generate sufficient sales and excise taxes the annual transfer we make to offset the costs of public safety and youth prevention may need to be reduced by as much as \$50,000. Under the 50% tax reduction scenario we need to find \$6 million in delayed or eliminated General Fund expenses.

General Fund Expenditures

The General Fund's biggest expenditure is on public safety which is difficult to cut in times of crisis, \$8.7 million is budgeted in 2020 between Police and Fire. Other than the temporary payroll cuts applied across all City functions this plan does not decrease any discretionary expenditures in the Police or Fire Departments.

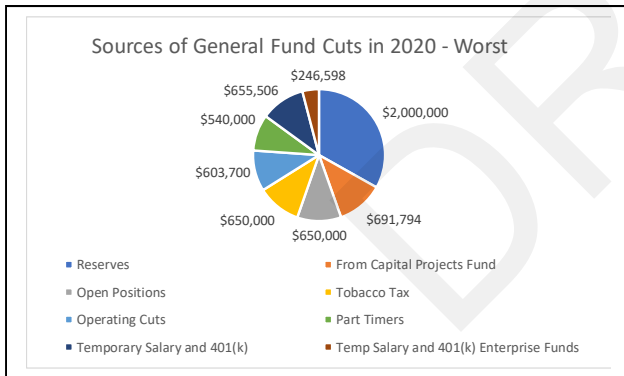


People account for 74% of General Fund expenditures between salaries, payroll expenses, employee benefits and professional development. In addition, the 2020 budget has \$1.2 million included for contract employees that provide professional services like legal counsel, our municipal court judge and prosecutor, outsourced security personnel and translation services that are still needed in a minimum service environment.

2020 General Fund Year-to-Date Budget – by Department as of April

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE	AVAILABLE	% USED	PERSONNEL	PROF SVCS
Total 01100 CITY COUNCIL	140,548	13,249.02	0.00	127,299	9.4	103,548	10,000
Total 01112 ADMINISTRATION	664,129	183,290.21	24,283.19	456,556	31.3	584,129	40,000
Total 01113 RECREATION	2,680,843	642,617.84	12,649.26	2,025,576	24.4	2,127,943	68,000
Total 01114 CITY CLERK	466,902	75,234.35	10,000.00	381,668	18.3	188,952	20,000
Total 01115 HUMAN RESOURCES	363,457	68,329.42	0.00	295,128	18.8	301,657	45,000
Total 01116 FINANCE	1,299,213	227,737.02	40,500.00	1,030,976	20.6	814,938	90,000
Total 01117 INFORMATION TECHNOLOGY	813,496	214,927.39	0.00	598,569	26.4	552,166	35,000
Total 01118 MUNICIPAL COURT	266,628	59,066.24	83,197.28	124,364	53.4	96,328	139,700
Total 01119 LEGAL	267,680	71,863.01	131,454.99	64,362	76.0	267,680	267,680
Total 01120 NON-DEPARTMENTAL	948,386	228,228.64	156,367.51	563,790	40.6	120,000	55,000
Total 01121 FACILITIES	185,144	50,562.91	23,344.00	111,237	39.9	145,044	0
Total 01122 ARTS	442,482	64,406.77	48,686.35	329,389	25.6	197,182	12,000
Total 01131 POLICE	4,502,723	837,990.92	0.00	3,664,732	18.6	4,010,573	106,000
Total 01141 ADMINISTRATION & PLANNING	752,825	150,159.10	34,350.50	568,315	24.5	695,225	75,000
Total 01144 ENGINEERING & ADMINISTRATION	741,532	130,811.27	0.00	610,721	17.6	605,432	110,000
Total 01145 BUILDING INSPECTION	321,922	60,446.63	40,000.00	221,476	31.2	281,422	30,000
Total 01153 STREETS & ALLEYS	1,213,865	217,188.56	0.00	996,677	17.9	706,565	0
Total 01154 PARKS & CEMETERY	1,617,571	270,017.90	16,663.04	1,330,890	17.7	1,094,196	60,000
Total 43133 FIRE & EMS FUND	4,157,567	973,318.26	30,435.24	3,153,813	24.10	3,368,412	40,000
TOTAL GENERAL FUND INCLUDING FIRE	21,846,915	4,539,445	651,931	16,655,538	23.8%	16,261,393	1,203,380

Options to cover the shortage include finding other sources of revenue, reducing operating expenses, transferring money in from other funds and using available reserves. Together these tactics need to generate \$6 million to offset the revenue decrease forecasted in this scenario.



Temporary salary and 401(k) (\$655,506)

The temporary furlough/ salary reductions and halted 401(k) contributions already imposed will save \$655,000 if they remain throughout the rest of 2020.

Temp Salary and 401(k) Enterprise Funds (\$246,598)

Employees in the Electric Fund, Water Fund, Landfill and Fleet Funds are also subject to the temporary pay cuts and furloughs. Because these funds have dedicated revenue streams and capital projects that could be postponed employees would not be required

to take a pay cut. They are sharing in payroll cuts as a result of resource constraints in the General Fund so this plan proposes allocating the temporary savings of \$246,598 from cuts to the General Fund rather than having the savings increase enterprise fund reserves.

Part Timers (\$540,000)

We cannot deliver recreation programs and other services without our valuable part-time employees and look forward to hiring them back as soon as activity begins again. In the meantime they have been laid off temporarily while no programming is happening at the Community Center. We expect they will be hired back as soon as we can reinstate activities, in the meantime they are able to collect unemployment benefits.

Open Positions (\$650,000)

Each year our budget assumes approved positions are filled. Throughout the year we have times of turnover when a position is temporarily vacant. In some cases it can be difficult to fill a position so it may remain open, and therefore unpaid, for a long period of time. This is not ideal since a short staff needs to absorb the duties of an open position, but if our hiring freeze remains in place all year we expect these open positions will account for \$650,000 in savings.

Tobacco Tax (\$650,000)

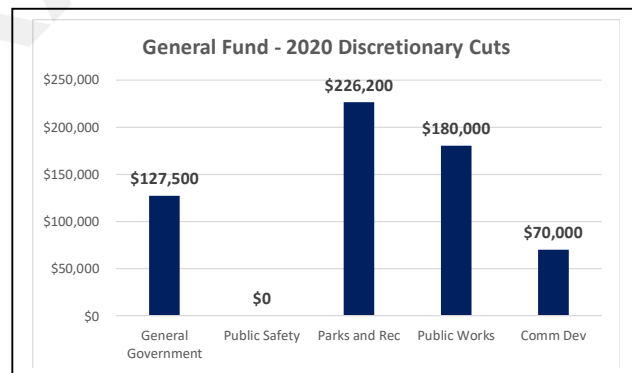
The City began collecting a tax on tobacco products at the beginning of 2020. This plan assumes all projected revenues will be transferred into the General Fund to offset costs associated with public safety and prevention.

From Capital Projects Fund (\$691,794)

The sales tax dedicated to the General Fund is 2.0%. Council determines the appropriate distribution of revenue for operating and capital purposes. Currently the split is 75% for operating expenses (General Fund) and 25% for capital spending (Capital Projects Fund). During this crisis the City can defer or delay planned capital expenditures more easily than we can cut operating expenses. Staff has identified projects and other cuts in the Capital Projects Fund that can be eliminated in 2020. The fund also has \$2,000,000 in unallocated reserves available for Council to appropriate in the event of an emergency, an amount recommended by the Financial Advisory Board. This plan asks Council to temporarily suspend collections of sales tax revenues in the Capital Projects Fund from July 1 through December 31, and receive that income in the General Operating Fund instead. Staff recognizes the need to allocate funds for restricted purposes and believes the 75/25 split is reasonable in normal times. However, in this crisis we need to temporarily allocate available resources where they are most needed. Council can consider reinstating the 75/25 split in the 2021 budget cycle or anytime prior if revenues are sufficient.

Operating Cuts (\$603,700)

Because 74% this budget is comprised of personnel costs that we are determined not to eliminate it is difficult to cut a meaningful amount of money from the remaining 26%. Staff has worked together to identify every dollar of discretionary spending that we can eliminate in 2020 and believes that together we will be able to deliver around \$600,000 in cost savings from austerity. The precise plan to eliminate expenses will be constantly changing throughout the year as it develops, but this plan does not reduce planned discretionary spending in public safety or the operations of our first responders during this pandemic.



This budget includes a supplemental appropriation of \$100,000 for COVID-19 related costs like personal protective equipment, re-allocates \$100,000 from employee housing to economic recovery, and re-allocates \$20,000 from employee housing to Lift-Up.

General Fund Reserves (\$2,000,000)

In 2019 the reserve that was held in the General Fund to relocate the Parks and Facilities Departments at the MOC was released, resulting in a decrease in available reserves of \$1.6 million. While 2019 financials are not yet final staff believes the General Fund will realize an approximate \$500,000 gain. The fund balance at the beginning of 2020 is estimated to be \$6.5 million which is 31.3% of projected 2020 expenditures.

GENERAL FUND RESERVES	
Beginning Fund Balance 1/1/19	\$7,735,012
2019 Projected Increase	\$500,000
Less: MOC Reserve	<u>(\$1,656,043)</u>
Beginning Fund Balance 1/1/20	\$6,578,969
Less: Reserves Used in 2020	<u>(\$2,000,000)</u>
Less: RMR Opposition	<u>(\$1,000,000)</u>
Less: Other Committed Reserves	<u>(\$184,076)</u>
Ending Fund Balance 12/31/2020	\$3,394,893

In this worst-case 2020 pandemic scenario we expect to use \$2 million in reserves and Council has established a \$1 million reserve for any expenditures needed in opposing the expansion of the strip mine. Between the MOC, the pandemic and the mine, General Fund reserves are projected to fall by \$4.7 million in 2019 and 2020. This is of obvious concern and staff feels these levels are too low to carry on a permanent basis. We will need to rebuild.

Glenwood's Charter requires the City hold 10% of annual expenditures in an available reserve. The Government Finance Officers Association has deemed 15% its stated minimum. Staff and Council have set an informal target much higher, at around 35%. Under this plan the fund will have \$3.4 million in unallocated fund balance at the end of the year. If the 2021 budget is prepared under economic circumstances that warrant this worst-case scenario it is likely the General Fund budget would need to be reduced. If Council passed a budget that projects 15% less in expenses, this \$3.4 million would be 19% of expenses.

The adjustments you've just read about generate \$6 million in savings – and they hurt. Their implementation will affect every staff member and Councilor, impact customer service levels and strain both staff and Council's comfort with the reduced level of available reserves. We should also point out that the 2021 budget process is almost certain to be more difficult than ever before. It is our hope that we don't experience quite this level of revenue reduction and will be able to loosen these measures a little, starting with eliminating pay cuts and furloughs. Regardless, our team is prepared to do what's needed to survive this together.

CAPITAL PROJECTS FUND SUMMARY

CAPITAL PROJECTS FUND				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
	REVENUE	EXPENSES	2020 INCREASE / (DECREASE)	2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	\$2,817,970	\$3,389,834	(\$571,864)	\$3,671,733
2020 COVID BUDGET	\$893,929	\$2,925,360	(\$2,031,431)	\$3,183,649
DIFFERENCE	(\$1,924,041)	(\$464,474)	(\$1,459,567)	(\$488,084)
Carryforwards from 2019 to 2020 from Supplemental:			990,210	
Revenue: The original budget had \$2.8 million in revenue. Assuming the first quarter was down 7%, the second quarter will be down 50% and no revenue accrues in this fund in the third and fourth quarters the annual revenue will be down \$1.24 million. Expenses: Capital Projects generally budgets more in expenditures than revenues because we have projects that don't get completed and carried into the next year where they are counted again as expenditures. In 2019 the budget had \$571,865 of spending in excess of revenue. We finished 2019 with approximately \$300,000 in surplus so the 2020 beginning fund balance is about \$870,000 better than originally budgeted. However, we had \$1.145 million in carryovers from 2019 that are also appropriated in the 2020 budget. Reserves: The 2020 beginning budget will be about \$1 million higher than original budget, but we carried forward \$1.1 million in spending to 2020. We originally planned to spend \$571,865 over revenues, and now also expect a \$1.9 million shortfall in sales tax revenue. Bottom Line: Capital Project Available Reserves will fall by approximately \$740,000 and will be around \$205,000 under this scenario. The \$2,000,000 unallocated contingency reserve remains unchanged.				

<u>Capital Fund Reserves</u>	
Beginning Fund Balance 1/1/19	\$4,915,081
2019 Projected Increase	\$300,000
Beginning Fund Balance 1/1/20	\$5,215,081
2020 Budget Increase/Decrease	(\$2,031,431)
Ending Fund Balance 2020	\$3,183,650
Less: Contingency	(\$2,000,000)
Less Parkland and Storage Fees	(\$823,641)
Unrestricted Fund Balance 12/31/20	\$360,009

<u>Expenses/Projects Cut or Deferred</u>	
Salary and 401(k)	684
Operating Costs	20,000
Project Contingency	100,000
Comm Dev Remodel	15,000
Econ Dev Plan	42,000
Riparian Mapping	50,000
City Hall Parking Lot	80,000
Ped Trail 6 and 24	100,000
Flood Plain Analysis	60,000
Ped Bridge Studies	75,000
Message Board	20,000
Cameras	10,000
Comm Center	152,000
Arts Center	120,000
Parks Upgrades	35,000
Fleet (Vehicles)	500,000
Fleet (Catch-up)	75,000
Total 2020 Budget Cuts	1,454,684



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: A. Get Glenwood Going Grant

Action Requested:

Department: Economic and Community Development

Presented By: Steve Boyd, COO
Angie Anderson
Laura Kirk

Background Info: The Get Glenwood Going Grant (G4) Program as envisioned will serve as a vital economic recovery effort for the small businesses of Glenwood Springs in the wake of the COVID-19 economic crisis. The Downtown Development Authority in early April met and allocated approximately \$100,000 in funds for grants to help businesses within the DDA boundary. City leadership is asking the City Council to allocate funding from the City's EHOP program to create a grant program for businesses not within the DDA boundary.

The idea to pool resources from these various funding streams and ask businesses in need of assistance to fill out a single, simple application, came from a call with leadership from Visit Glenwood Springs, the Chamber, and Downtown Development Authority.

The recommendation is that members of all the entities would name up to two (2) representatives to the G4 Review Committee to review the grant requests and help allocate the funding available.

In addition to this program, the City is now ready to publicize and open the Revolving Loan Fund. The City of Glenwood Springs is offering a small business microloan program through a USDA Rural Development Block Grant to assist with recovery from the COVID-19 economic crisis. Eligible businesses must be located within City boundaries and have fewer than 50 employees. Eligible projects include property rehabilitation, acquisition, and various working capital needs. Flexible terms are available with an average interest rate of 3.0%. For more information, please visit www.cogs.us/RLF.

Additional information might be added to the packet up until May 7, 2020.

Issues:

Staff Recommendation:

City of Glenwood Springs Grant Program Description:

Get Glenwood Going Grant Program

The City of Glenwood Springs has been severely impacted by COVID-19, from both a health and an economic perspective. The City has taken aggressive action to confront the public health concerns consistent with neighboring communities and in-line with the Governor's orders. The public health threat has precipitated significant impacts to our local economy with the forced closure of all non-essential businesses. These closures were necessary to protect our community, but we have witnessed the toll that this has taken on our local small businesses.

The small town character of Glenwood is defined by our local businesses from retailers, to restaurants, to personal services to a wide array of attractions and outdoor activities. Our businesses are struggling as a result of the impacts of COVID-19. In response to these struggles, the DDA in collaboration with the City and the Chamber are proposing a multi-pronged program to Get Glenwood Going. This program would include several initiatives to assist the business community: a revolving loan fund, extension of the sales tax rebate program, a promotional strategy to draw locals and visitors to the local businesses, a website noting best practices for reopening, and a grant program. The DDA anticipates participating in several parts of the overall program, specifically with the promotional strategy and with the grant program.

We are calling the Get Glenwood Going Grant program, the G4 program. The Chamber, the City and the DDA are all considering contributing funds to the program. The DDA is looking to allocate \$100,000 out of its 2020 budget to the grant program to assist businesses within the DDA district with rent relief. This program is in keeping with the DDA's mission to support the economic vibrancy of the downtown core and would provide immediate assistance to our local businesses to meet their rental bills. Though the DDA funds must be kept and awarded separately, the program seeks to establish a single review board for all of the G4 program. After looking at other programs that have been initiated across the state, the grant program would consider the following:

Who will be eligible for the grant program?

To qualify, a business must:

- a. Be currently closed by the City of Glenwood Springs Health Order and/or significantly reduced operations as a result of COVID-19 impacts. Businesses offering take away food are eligible, as well as businesses that deliver goods or products.
- b. Have a physical location in the City of Glenwood Springs.
- c. Possess a current City of Glenwood Springs business or sales tax license.
- d. Have a rent, utility or mortgage interest payment for the time period of April 1, 2020-July 1, 2020.
- e. Be current on all payments to the City of Glenwood Springs, including, but not limited to the filing and remittance of a business license, sales/lodging taxes, water utility payments, and electric utility payments.
- f. Was open for business in Glenwood Springs on March 1, 2020; and have been in business since January 1, 2019.

- g. Be open at least 32 weeks a year.
- h. Be considered a local business.
- i. While there is a preference for business that pay sales tax, businesses that are traditionally office in nature, such as accounting, law firms, property management, real estate professionals, may apply if they meet other eligibility qualifications.
- j. Be located within the DDA district for eligibility of funds earmarked by the DDA.

What is included in the program?

The purpose of this grant program is to provide rent, utility or mortgage interest relief for businesses. Businesses are also encouraged to pursue other assistance programs offered by the federal government and the State of Colorado. This program would provide grants of up to \$4,000.

How to apply?

A business needs to complete an application found online on the City of Glenwood Springs and Chamber websites. Information and documents to be submitted in the application will include:

- a. List of current business owners.
- b. Copy of current lease, mortgage or utility payment.
- c. Date business was established and a current certificate of good standing from the Colorado Secretary of State.
- d. Copy of current insurance policy.
- e. Specific remittal instructions including account numbers and W9's for the receipt.

Who will review applications and decide on awards?

A grant review committee will review complete applications. The committee will include the following:

- City's Finance Director
- City Manager or Assistant City Manager
 - Executive Director of the Chamber
 - Board Member from the Chamber
 - Executive Director of the DDA
 - Board Member from the DDA
 - Two Members from the Financial Advisory Board
 - One City Council Member

The committee will use the eligibility criteria in making award decisions and will consider fully completed applications in the order they are submitted until the award period ends or funding is fully committed.

Who will make the payments?

The City will make payments directly to landlords, utility companies, or mortgage companies on behalf of the tenant.

Application Process

Applications will be available beginning Monday May 11th through the City of Glenwood and Chamber websites. Applications are due by the following Monday, May 18th. Grant recipients will be notified by Tuesday, May 26th.



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item:	B. Discretionary and Tourism Grants
Action Requested:	The 2020 Budget allocates \$223,680 between the Tourism Promotion Fund and the A&I Fund for Tourism and Discretionary grants. The application deadline was extended by two weeks to April 17th for respondents to update their submittals addressing how the funds they receive would mitigate the impact of the Corona Virus.
Department:	Finance
Presented By:	Steve Boyd, COO
Background Info:	The Financial Advisory Board received and reviewed 32 applications asking for \$408,050 in funding. The Board is recommending that Council approve 9 applications in the amount of \$148,680. These organizations submitted qualified applications describing activities the Financial Advisory Board believes to be useful in Glenwood's handling of the COVID-19 virus. This leaves a remaining amount of \$75,000 available for additional awards.
Issues:	These awards include \$100,000 to the Glenwood Springs Chamber Association for direct economic support to Glenwood businesses.
Staff Recommendation:	Staff defers to Council

**CITY OF GLENWOOD SPRINGS GRANT APPLICATIONS
2020**

		<u>Budget</u>								<u>Allocated</u>	<u>Available</u>
2020 Total Grants=>		\$223,680	*Estimate *Includes \$10,307 carried forward from 2019							\$148,680	\$75,000
FAB											
								Request:	Award:	Request:	FAB:
<u>APPLICANT NAME</u>	<u>Request</u>	<u>Funded</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>	
A Way Out	\$12,000	\$2,500	\$2,500				\$7,000	\$2,500	\$7,500	\$0	
Alpine Legal Services	\$6,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Andy Zanca Youth Empowerment Program							\$3,000	\$3,000	\$3,000	\$0	
Angel of Hope Roaring Fork Valley									\$20,000	\$0	
Aspen Choral Society	-	-	-	-	\$7,500	\$2,500	\$2,500	\$3,500	\$2,500	\$3,500	\$0
Catholic Charities	\$15,000	\$12,000	\$12,000	\$15,000	\$10,000	\$10,000	\$15,000	\$12,500	\$20,000	\$12,500	
Center for Independence, Inc.									\$35,000	\$0	
Challenge Aspen									\$1,500	\$0	
Dance Initiative Inc	-	-	-	-	\$10,000	\$2,500	\$2,500	\$5,000	\$3,000	\$6,000	\$0
Downtown Market	\$10,000	\$10,000	-	\$10,000	\$15,000	\$9,000	\$9,000	\$10,000	\$10,000	\$5,000	\$0
Family Visitor Programs	-	\$3,843	-	-	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$2,500
Glenwood Springs Chamber Foundation									\$100,000	\$100,000	
High Country RSVP	\$3,000	\$1,500	\$1,500	\$3,000	\$1,500	\$1,500	\$3,000	\$2,000	\$3,000	\$0	
HomeCare and Hospice of the Valley	\$7,500	\$1,500	\$1,500	\$7,500	\$3,000	\$3,000	\$0	\$3,750	\$7,500	\$3,750	
Junior Achievement									\$5,000	\$0	
KDNK Community Radio	\$2,500	\$0	\$0	\$5,000	\$-	\$0	\$5,000	\$0	\$5,000	\$0	
Literacy Outreach	\$2,000	\$2,000	\$2,000				\$3,000	\$3,000	\$3,000	\$0	
Middle Colorado Watershed Program									\$5,000	\$0	
Mountain Valley Developmental Services	\$10,000	\$7,500	\$7,500	\$10,000	\$8,000	\$8,000	\$10,000	\$10,000	\$10,000	\$5,000	
Raising a Reader	\$2,500	\$1,000	\$1,000	\$3,000	\$2,000	\$2,000	\$0		\$3,000	\$0	
River Bridge Regional Center									\$15,000	\$5,000	
Smiling Goat Ranch	\$10,000	\$5,000	\$5,000	\$10,000	\$4,000	\$4,000	\$10,000	\$5,000	\$10,000	\$0	
Summer of Music	\$20,000	\$20,000	\$20,000				\$20,000	\$20,000	\$25,000	\$0	
Summit54									\$7,000	\$0	
Sweetwater Lake (Eagle Valley Land Trust)									\$25,000	\$0	
Symphony in the Valley									\$5,000	\$0	
Team Sopris (Baracudas Swim Team)	\$15,635	\$6,985	**	\$6,985	\$11,000	\$7,500	\$7,500	\$10,000	\$7,500	\$9,500	\$0
Voices									\$1,550	\$0	
Youth Hockey Association	\$7,000	\$13,000	**	\$13,000	\$15,000	\$12,000	\$12,000	\$15,000	\$12,500	\$15,000	\$0
Youth Water Leadership Program	-	-	-	-	\$2,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$0
Youth Zone	\$20,000	\$17,000	**	\$17,000	\$20,000	\$17,000	\$17,000	\$20,000	\$43,000	\$20,000	\$4,930
Coventure										<u>\$20,000</u>	<u>\$10,000</u>
										\$408,050	\$148,680



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: C. Visit Glenwood Presentation

Action Requested: Tourism Director Lisa Langer will present this item at the meeting.

Department: Economic and Community Development

Presented By: Lisa Langer

Background Info: Tourism Director Lisa Langer will present information about this item at the meeting, including the timeline for the roll out of any future marketing efforts that will be compliant with the Governor's Safer at Home orders.

Issues:

Staff Recommendation:

Summer Stimulus Campaign - Enjoy Glenwood

Enjoy Glenwood stimulus plan consists of two major pillars.

1. Summer Visitation Economic Stimulus Campaign – Visit Glenwood Springs

Get visitors back to town by offering a welcome gift to spend locally if they book a weekday stay.

Shop Glenwood Economic Stimulus Campaign – Visit Glenwood-Chamber Partnership

Get locals and visitors to support Glenwood Springs' businesses, encouraging the audience to spend time and money in Glenwood Springs.

1. Summer Visitation Economic Stimulus Campaign

Glenwood Springs welcomes previous visitors with generous welcome gifts! The historic, hot springs town is awarding \$100.00 "Enjoy Glenwood" Value Cards to the first thousand people who book at least a two-night, weekday stay in Glenwood Springs, between July 1st - September 30th.

Target Audience

- Previous visitors: SINKS, DINKS and Families that visited within the last 3 years. Focus is on the drive-market, but strong leads outside the drive-market are also part of the target audience.
- People that participated in the *Reschedule! Don't Cancel* campaign.
- People who showed clear travel intentions in their user-behavior, i.e. they ordered a travel guide or visited lodging pages on visitglenwood.com within the last 60 days.

How to Claim the Welcome Gift/Process:

The visitglenwood.com campaign landing page will feature:

- Campaign Introduction
 - Value-added packages, as well as hotel and attraction highlights
 - Buttons and features leading to the Glenwood Springs lodging search and to the individual Hotel Properties to book a stay.
 - A contact form to apply for the welcome gift after booking a stay (will ask for information such as, the hotel and confirmation #, travel dates, home address)
 - Information on who qualifies for a Welcome Gift
- *Booking between July 1st and September 30th. Minimum of 2-night stay, Sunday through Thursday (The TPB will meet as a subcommittee to agree on the exact stipulations to ensure the best value of this promotion).

How to claim the Gift:

- Users who fill out the contact form will be reviewed and contacted if their stay qualifies for the welcome gift with instructions on how to claim their gift.
 - Once on vacation in Glenwood Springs, the eligible visitors can pick up their welcome back present in the visitor center (will have to present an ID).
- Only people that stay here will be able to claim their present.

The Welcome Back Gift

- A \$100* Enjoy Glenwood Value Card* (can be used in shops, restaurants, attractions and any participating business).
- It represents an immediate investment into the community and gives visitors an incentive to spend money locally.
- A Glenwood "G" car window cling
 - A Hand-addressed "Dear *Smith* Family" Welcome Letter
 - *More gift details such as, Glenwood Springs goodies depend on possible match from other sources, i.e. County or FAB Grant.

Promotion

The promotion of this particular Enjoy Glenwood Campaign will begin on June 1st, promoting the stays between July through September. The marketing of this promotion will be funded from the regular 2020 tourism promotion budget.

This unique campaign will be promoted through the following digital channels.

- Press Release (sent out as a regional wire)

- Newsletter
- Google Ads (Display and Search Campaign)
- Social Media
 - Influencers talking about this on their channels
 - @visitglenwood Social Media (Instagram, Facebook, Twitter)
 - @visitcolorado Instagram Takeover
 - @hotspringsloop Facebook and Instagram Campaign
- Sharing of Hotel and Attraction Partners through their channels
- Colorado.com
- People that have successfully signed up will be encouraged to share their participation on social media and invite their friends and family to also consider a vacation to Glenwood Springs.

Budget for Enjoy Glenwood Value Cards

The Enjoy Glenwood Promotion Budget Goal is \$100,000 – which would allow for 1,000 welcome-back gifts including a \$100 Enjoy Glenwood Value Card each.

- 50K out of Tourism Promotion Reserves
- 50K from other sources i.e. County or FAB Grant

* The marketing of this promotion will be funded from the regular 2020 tourism promotion budget.

2. Shop Glenwood Economic Stimulus Campaign

- “Enjoy Glenwood” Community Value Card Program.
- Any business in Glenwood Springs can participate.
- These are the same Enjoy Glenwood Value Cards that will be awarded as welcome gifts to visitors.
- However, within Glenwood Springs and the surrounding communities there will be an “Enjoy Glenwood / Shop Glenwood” Campaign, this campaign will aim to appeal to both locals and visitors.
- Campaign Elements include:
 - A community challenge to reach a \$100K Goal
 - Shop Glenwood T-Shirts
 - Featured digital walking tours of shopping experiences, restaurant features etc.
 People who ‘Shop Glenwood’ can enter to win more Glenwood Springs value cards.
- The promotion for this campaign will be funded from the 2020 Tourism Promotion Budget.

Request from tourism promotion reserves:

At a special Tourism Promotion Board meeting, held on April 27, 2020, *Nancy Heard made a motion that the Tourism Promotion Board approach Glenwood Springs City Council to request \$50,000 from the Tourism Promotion Fund Reserves for the post COVID-19 Summer/Fall 2020 promotion. Krissy Clary seconded, and the motion carried unanimously.*



DRAFT

Glenwood Springs Tourism Promotion Board Meeting

April 27, 2020 – 11:00 AM - 12:00 PM

Location: City Hall, 3rd Floor Training Rm, Glenwood Springs

Online Zoom meeting due to COVID-19 restrictions

(call-in information was publicly posted)

Tourism Board Members:

Trent Blizzard, Chair, Blizzard Press – GSCRA Board Representative
 Krissy Clary, Vice Chair, Colorado Ranch House – Restaurant
 Nancy Heard, Treasurer, Glenwood Caverns Adventure Park – Tourism
 Scott Dyer, Best Western Antlers – Lodging
 Jeremy Gilley, The Hotel Colorado – Lodging
 John Goss, Glenwood Vaudeville Revue – Tourism
 Patrick Drake, Blue Sky Adventures – Citizen/Resident
 Suzanne Stewart, Retired - Citizen/Resident
 Sharon Brady, Cooper Wine and Spirits – Citizen/Resident
 Paul Stepp, City Council Representative / Rick Vorhees, CC Alternate

Tourism Board Present	Tourism BOD Absent	GSCRA Staff Present	Guests
Trent Blizzard Sharon Brady Krissy Clary Scott Dyer Patrick Drake Nancy Heard Paula Stepp - city council liaison	John Goss Suzanne Stewart Jeremy Gilley	Lisa Langer Marlene Neidert Angie Anderson City Staff Present Matt Nuñez, Economic Development	

11:06 AM ~ Call Meeting to Order: Trent Blizzard, Chair

There were no conflicts of interest.

First agenda item was the approval of Tourism Promotion Board meeting minutes of February 13 & March 12, 2020 (no quorum was present at Feb. 12 meeting).

Krissy Clary moved to approve the Feb. 13 meeting minutes, Patrick Drake seconded, and the motion carried. Trent Blizzard moved to approve the Mar. 12 meeting minutes, Sharon Brady seconded, and the motion carried.

11:10 AM ~ Road to Tourism Recovery - Lisa Langer, Director of Tourism Promotion

Lisa explained that she has been meeting with local tourism business owners through various online meetings. The fact that this is an evolving crisis with no publicized (or even hinted at) end date is frustrating and no one seems to know how to proceed. Eagle Co. has petitioned Governor Polis to allow them to open for business with restrictions in place. This concerted effort was led by Vail Valley Partnership. Lisa will continue convening discussions with the city administrators and attraction, hotel and restaurant owners.

Board members shared insights of internally discussed opening dates of certain attractions and activities. Nancy Heard mentioned that Glenwood Caverns Adventure Park has discussed May 22nd or May 29th as possible dates for opening. Patrick Drake shared that rafting outfitters are currently planning for a June 1st season start.

The board discussed this issue, and no one was sure what the best “opening” date should be. In summary, Trent Blizzard stressed that defining a mutual opening date for Glenwood Springs tourism should be the goal. The board agreed with that statement. Paula Stepp pointed to the city council meeting on May 7th for an opportunity to gain more clarity. The group agreed that Glenwood Springs should try to salvage as much of the summer visitation as possible, with guidance from county/city officials and with respect to health and wellness of the citizenry.

11:25 AM ~ Summer Stimulus Campaign – Lisa and Marlene Neidert, Tourism Promotion Project Manager, with Angie Anderson, President & CEO of the Glenwood Springs Chamber Resort Association

Lisa, Marlene and Angie presented the Summer Stimulus campaign. This presentation will be given at the May 7, 2020 City Council meeting and is designed to stimulate the economy of Glenwood Springs.

One of the key components of the campaign is a Glenwood Springs value card that will be facilitated through the Chamber. These value cards will be given to visitors who book a minimum two-night stay at a Glenwood Springs lodging property. Then they will fill out a contact form on VisitGlenwood.com's Summer (Fall?) Stimulus landing page to be entered into the giveaway. When the visitor arrives, they will pick up their gift card at the Glenwood Springs Visitor Center. The number and dollar amount of the cards is dependent on the amount of money granted by the city and other matching grants through Garfield County and Downtown Development Authority.

Lisa and Marlene also explained the target audience as people with a relationship to Glenwood Springs. Those who have been here before, follow our social channels and those who have previously entered contests indicating a desire to visit Glenwood Springs. The board was pleased with this campaign.

Steve Boyd, Glenwood Springs Chief Operating Office was on hand. He told the board that there is approximately \$300,000 available in the Tourism Promotion Fund Reserve. Lisa suggested that the board request \$50,000 and hope for matching dollars from the county and DDA. The board questioned whether this amount would be enough, given that \$20,000 is the target amount for marketing this program. Lisa explained that she has identified approximately \$40,000 in the current budget that will not be spend in this calendar year. This amount would cover the cost of promotion and the money allocated by city could then be directly used for the visitor value cards.

Following discussion by the board and staff, **Nancy Heard made a motion that the Tourism Promotion Board approach Glenwood Springs City Council to request \$50,000 from the Tourism Promotion Fund Reserves for the post COVID-19 Summer/Fall 2020 promotion. Krissy Clary seconded, and the motion carried unanimously.**

Trent suggested a task force meet to iron out the details, including timing and qualifying measures of this campaign. Lisa will send a couple of choices for this meeting that will follow the May 7 city council meeting.

With no further business, the meeting was adjourned at 12:45 PM.

Respectfully submitted,

Lisa Langer, Director of Tourism Promotion and Marlene Neidert, Tourism Promotion Project Manager



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item:	D. Ordinance No 11, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs Amending Section 040.020.170 of the Glenwood Springs Municipal Code that Provides for an Additional Economic Incentive Program Option for New Development, to Extend the Sunset Provision for Two Years to July 15, 2022 (FIRST READING)
Action Requested:	Approval of Ordinance No. 11, Series 2020
Department:	Economic and Community Development
Presented By:	Jennifer Ooton, Assistant City Manager Matt Nunez, Economic Development Specialist
Background Info:	Since 2004, the City of Glenwood Springs has offered an economic development incentive to encourage redevelopment of existing businesses and encourage new businesses within the City. Over the years, the existing program has been amended several times. Today, the City offers a sales tax rebate for qualified businesses to offset the cost of water and sewer system improvement fees, fire and emergency services impact fees, electric line extension, and building permit fees, over a period of 5 years. Qualified businesses have remitted sales tax on time, must not be in violation of any development permit or building permit conditions, must not be in default of any agreement with the city, and have paid all fees for which the rebate is being applied. The city offers two tiers of rebates: Tier 1 - Up to 20 percent of a business's annual city sales tax remittance in one year Tier 2 - Up to 80 percent of their annual sales tax remittance in one year for businesses that use local contractors and suppliers for at least 50 percent of the total project cost Unless extended by City Council through this ordinance, the Tier 2 rebates will expire on July 15, 2020. As of 2018, 10 businesses participated in the existing sales tax rebate program for construction projects using local labor (\$1.7 million in total rebate). 711 Grand Ave, LLC (Cajun/Smoke) Courtyard by Marriott Residence Inn by Marriott Jags Bayou Ltd. WMG Meadows, LLC Russo's Pizza Caverns Centre, LLC Mancinelli's (Kaya Corporation) Glenwood Suites The Pullman Iron Mountain Hot Springs
Issues:	The City earlier this year received a request from Sundae, which is working to open an ice cream shop

on the west Wing Street. At the time, the business inquired about an extension of the program - after realizing that the program is set to expire this summer. Given their current build out schedule, the business likely would not be eligible for this local incentive opportunity. Staff believes there might be other businesses that given the current situation that would be interested in investing in the community, and that this program would help that investment take place.

Staff Recommendation: Approve Ordinance No. 11, Series 2020

ORDINANCE NO. 11

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 040.020.170 OF THE GLENWOOD SPRINGS MUNICIPAL CODE THAT PROVIDES FOR AN ADDITIONAL ECONOMIC INCENTIVE PROGRAM OPTION FOR NEW DEVELOPMENT, TO EXTEND THE SUNSET PROVISION FOR TWO YEARS TO JULY 15, 2022

WHEREAS, through Ordinance No. 8, Series 2009 and as amended through Ordinance No. 11, Series of 2010, Ordinance No. 12, Series of 2011, Ordinance No. 5, Series of 2012, Ordinance No. 14, Series of 2014, Ordinance 11, Series of 2016, and Ordinance 18, Series of 2018, Section 040.020.170 of the Glenwood Springs Municipal Code was amended to provide an additional option for a quicker recovery of allowed reimbursable City-imposed fees and costs to encourage business development and to encourage developers to use local businesses for construction services or procurement of goods and supplies; and

WHEREAS, the additional economic incentive program is set for repeal on July 15, 2020 unless otherwise extended by the City Council; and

WHEREAS, City Council has determined the need to continue to offer this additional economic incentive program to encourage new development within the City and, at the same time, encourage the use of local area labor, goods, and supplies to complete this development; and

WHEREAS, City Council further finds that it is in the best interests of the City to extend the time frame to July 15, 2022, during which the additional economic incentive program is available and upon completion of which the additional program shall be repealed, unless otherwise extended; and

WHEREAS, the City Charter of the City of Glenwood Springs requires that an ordinance be enacted to effectuate the amendment.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. The recitals made above are hereby incorporated as the findings of City Council.

Section 2. Section 040.020.170 of the City's Municipal Code is hereby amended, as provided for on **Exhibit A** attached hereto and incorporated herein.

Section 3. Any and all ordinances or parts of ordinances in conflict herewith shall hereby be repealed to the extent of the conflict only.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 7TH DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS _____ DAY OF _____, 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

EXHIBIT A

Double underlined is added language. Strike through language is deleted.

040.020.170 Economic incentives; sales tax rebate.

(f) Tier two applicants will only be accepted from May 22, 2009 until July 15, 2022 ~~2020~~. To apply for a Tier two rebate, an applicant must have a building permit issued on or before July 15, 2022 ~~2020~~. The amendments contained in Ordinance No. 8, Series of 2009, Ordinance No. 11, Series of 2010, Ordinance No. 12, Series of 2011, Ordinance No. 5, Series of 2012, Ordinance No. 14, Series of 2014, Ordinance No. 11, Series of 2016, ~~and~~ Ordinance No. 18, Series of 2018, and Ordinance No. 11, Series of 2020, shall be repealed, effective July 15, 2022 ~~2020~~, unless otherwise extended by further action of City Council.



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020
 (date)

Agenda Item:	
Action Requested:	Consideration of extending the temporary waiver of lease and application fees through December 31, 2020 for all new and existing outdoor dining applications.
Presented By:	Gretchen Ricehill Community Development Department
Background Info:	In 2014 Council approved an outdoor seating leasing policy that established regulations for restaurants to use public sidewalks and plazas in the downtown area. • To date the City has nine active leases with downtown eating establishments. All are located along 7th Street and in the pedestrian areas adjacent to the Grand Avenue Bridge. • The City charges a fee of \$1.75 per square foot and an application fee of \$75 for using public sidewalks or public plaza areas. • Each lease is renewed annually on the anniversary date the application was approved. In 2016 and 2018, City Council waived both the lease and application fees due to disruptions related to the Grand Avenue Bridge construction. Now, due to the severe economic downturn associated with the CORONA-19 pandemic, staff recommends that Council extend the fee and application waivers through the end of 2020. Additionally, staff and the DDA are considering changes to the current outdoor seating policy that would allow “parklets” to be constructed in the public right of way. Parklets are small seating areas created alongside a sidewalk, often temporarily removing one or more parking spaces. Below is a parklet design and actual images from Spokane and San Francisco.  

	Any changes to the outdoor seating policy will require City Council review and approval.
Issues:	None.
Action Alternatives & Staff Recommendation :	Direct Community Development Department staff to waive collection of new and renewing outdoor lease and application fees through December 31, 2020.

May 4, 2020

Dear Council Members,

The DDA is working on a number of fronts to assist the Glenwood downtown business community in the economic recovery process as a result of the COVID-19 crisis. Related to that effort, at our most recent DDA Board meeting on April 30th, we discussed outdoor dining options for the summer. This discussion was raised in response to the need for restaurants to have expanded eating spaces to comply with various local, County and State health regulations.

The Board was unanimous in its support of a motion that would extend outdoor dining on 7th Street from Cooper to Colorado. To accommodate the outdoor dining, the Board would suggest that the Council close 7th Street through the end of June; this would allow restaurants located in that area to have expanded dining on the current sidewalk and move pedestrian circulation to the street. The expanded outdoor dining would be setup to accommodate the farmers market when it begins on June 23rd. Each of the restaurants would be responsible for amending their liquor license for the patio spaces as required and would also be responsible for creating fenced barriers to control the areas where alcohol is served. The DDA views this as an important step to restore vitality to the downtown area and to make it feasible and economically viable for restaurants to reopen. The Board is open to extending the closure of 7th Street beyond the June timeframe if conditions warrant that extension.

In a second motion, the DDA Board approved extension of patio space for restaurant use on Grand Avenue, under the bridge to the alleys. The layout for this area will need to be coordinated with the City to ensure that there are clearly designated pedestrian paths from the bridge itself through the underbridge up to the wing streets. Support of this motion was based on similar interests in providing safe opportunities to bring people back to the downtown for dining at our restaurants.

The DDA would ask that you consider both of these initiatives in your discussion at your May 7th Council meeting. These proposals provide a way for the community to increase restaurant dining in a safe way in compliance with underlying orders and help to maintain a vibrant downtown. We see this as an important initiative for the well-being of our community.

Thank you for your consideration.

On behalf of the DDA Board,

Laura

Laura Kirk
Glenwood DDA

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City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: Continued from April 2, 2020 Resolution 2020-9; A Resolution of the City of Glenwood Springs, Colorado Amending Resolution 2018-61 and Approving the Amended West Glenwood Springs Urban Renewal Plan

Action Requested: Approve Resolution 2020-9 following receipt of a lease agreement between Ross Stores and Centerpointe Development, LLC

Department: Attorney

Presented By:

Background Info: Resolution 2018-61 approved the Glenwood Springs Urban Renewal Plan. The Settlement Agreement between the City, the GURA, Ross Stores, Inc. and Centerpointe Development, LLC provides that upon receipt of a lease agreement between Ross and Centerpointe, the City will amend Resolution 2018-61 to eliminate GURA's authority to exercise eminent domain in the urban renewal area. Resolution 2020-9 amends Resolution 2018-61 and approves an Amended Urban Renewal Plan as required by the settlement agreement

Issues:

Staff Recommendation:

Amended West Glenwood Springs Urban Renewal Plan

Glenwood Springs, Colorado

The Amended West Glenwood Springs Urban Renewal Plan will go into effect upon the effective passage of amendments to Resolutions 2018-60 and 2018-61 that will be considered at the public hearing before the Glenwood Springs City Council on March 5, 2020.

Prepared for:

Glenwood Springs City Council
Glenwood Springs, Colorado

Original Plan Prepared by:



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Amended West Glenwood Springs Urban Renewal Plan

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Figure 1 West Glenwood Springs Urban Renewal Plan Area Map

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Appendix A: 2011 Glenwood Springs Comprehensive Plan References

Appendix B: Original and Amended West Glenwood Springs Urban Renewal Plan
Area Legal Description

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

1.0 Introduction

1.1 Preface

This Amended West Glenwood Springs Urban Renewal Plan (herein referred to as the "**Amended Plan**" or "Amended **Urban Renewal Plan**") has been prepared for the City of Glenwood Springs (herein referred to as the "**City**"), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (herein referred to as the "**Act**" or "**Law**"). Its administration and implementation will be carried out by the Glenwood Springs Urban Renewal Authority (herein referred to as the "**Authority**").

1.2 Blight Findings

Under the **Act**, an urban renewal area is a blighted area, which has been designated as appropriate for an **Urban Renewal Project**. In order for the **Authority** to exercise its powers within an area, the municipality's board or council must find that the presence of blight, as defined by the **Act**, "substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare."

The West Glenwood Springs Urban Renewal Conditions Survey (herein referred to as the "**Survey**"), prepared by Ricker|Cunningham in September 2018, and presented to the **Authority** under separate cover, demonstrates that the West Glenwood Springs Urban Renewal Plan Area (herein referred to as the "**Urban Renewal Plan Area**" or "**Plan Area**"), qualifies as a blighted area under the **Act**. Specifically, the **Survey** concluded that ten (10) of the 11 total possible factors are present at varying degrees of intensity, but all at levels considered significantly adverse. A list of statutory factors either observed or identified, along with a characterization of the same, is presented below in Section 4.0.

1.3 Urban Renewal Area Boundaries

The boundaries of the **Urban Renewal Plan Area**, as illustrated in **Figure 1** and set forth in **Appendix B**, includes two (2) legal parcels comprising approximately 20 acres and adjacent rights-of-way, collectively located in western Glenwood Springs. Its borders may generally be defined as the Interstate 70 (I-70) frontage road or U.S. Highway 6 on the south, Storm King Road on the west, and the Glenwood Springs Mall property lines on the north and east.

1.4 Zoning Classifications

Properties within **Plan Area** boundaries are currently zoned **PUD Planned Unit Development by the city of Glenwood Springs**. A description of this zoning classification is provided below as defined in the Glenwood Springs Development Code (effective August 16, 2018), Title 70 of the Municipal Code.

070.020.180 Planned Unit Development (PUD) District

(a) Purpose

Planned unit developments (PUDs) are intended to allow for greater flexibility in the application of zoning and development standards than would otherwise be achieved through a base zoning district in exchange for greater benefit to the city of Glenwood Springs.

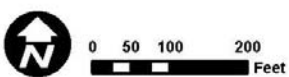
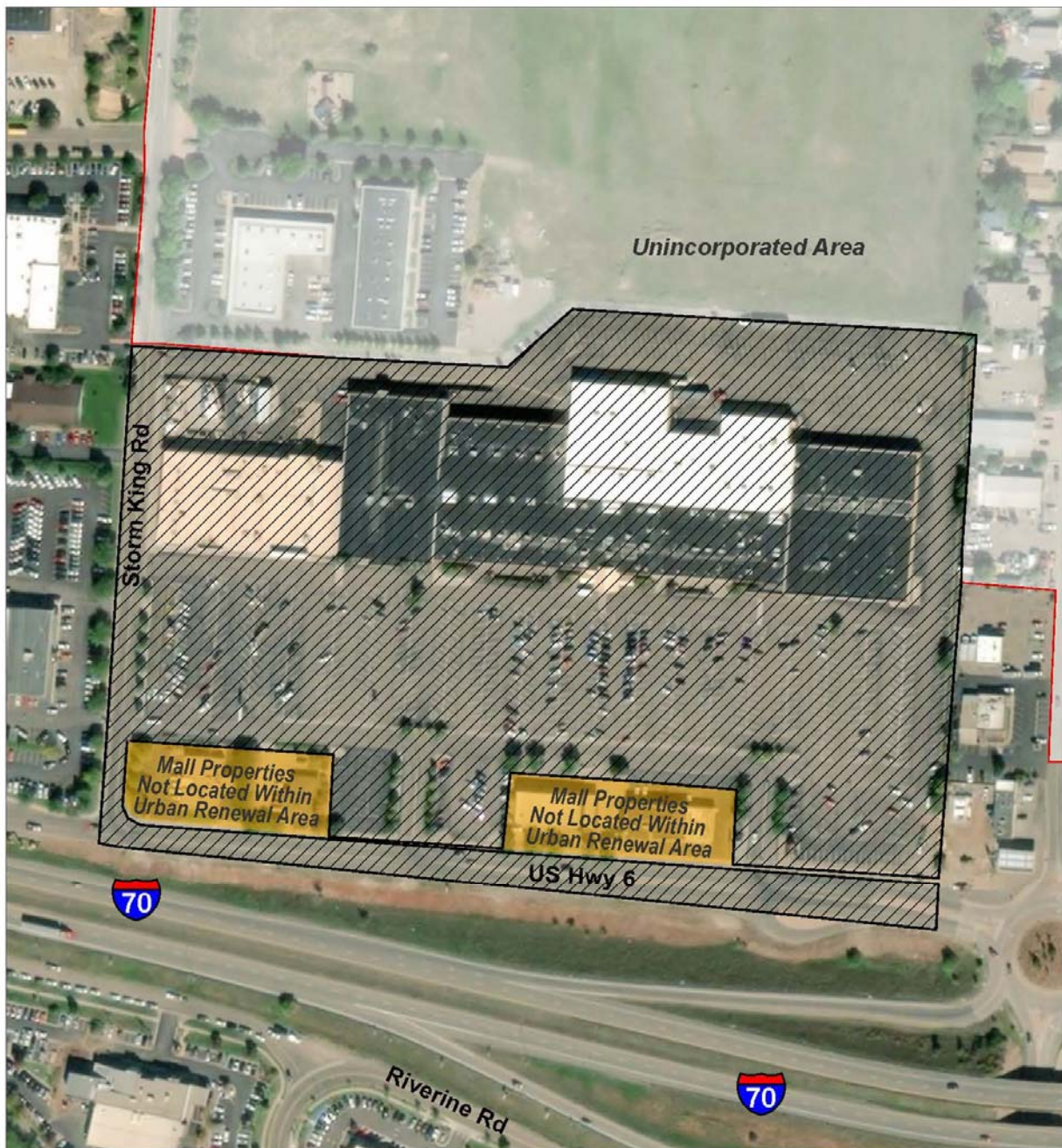
(b) Establishment of a PUD District

PUD districts shall be established pursuant to the rezoning to PUD procedures set out in Section 070.060.040(b). Development in a PUD district shall be subject to the standards included in and / or referenced in an approved PUD plan.

(c) Applicability of Development Standards

- 1) Unless specifically modified by the PUD plan during the rezoning to PUD, the PUD shall comply with all standards in this Code.
- 2) Where the PUD standards conflict with the standards in this Code, the regulations of the approved PUD plan shall control.
- 3) PUDs shall provide common open space as required by relevant sections of the Code.

Figure No. 1: West Glenwood Springs Urban Renewal Plan Area



SOURCE: U.S. Census, Glenwood Springs, CO, and ESRI
Date: Thursday, November 01, 2018

-  West Glenwood Springs Urban Renewal Area
-  Glenwood Springs Municipal Boundary



1.5 Future Land Use Designations

Future land uses desired by the city inside its municipal boundaries are illustrated in its Future Land Use Map. In addition to preferred use categories, the Future Land Use Map reflects the intentions of the **Comprehensive Plan** as it relates to the location of targeted public and private investment that should occur as properties transition over the next 10 to 20 years. Therein, the **Plan Area** is designated as a Secondary Commercial Center, and properties are identified as Mixed-Use. Both of these classifications suggest a location that is believed to be "ripe for redevelopment and in need of its own sub-area plan." A general description of each label is provided below as defined in the **Comprehensive Plan**.

Mixed-Use – The mixed-use land use designation allows for a variety of uses including commercial, retail, office, restaurant, entertainment and multi-family housing, co-existing and integrated in either a horizontal or vertical fashion.

Secondary Commercial Centers - Within the city's future commercial nodes, the **Comprehensive Plan** encourages mixed-use redevelopment projects, informed by detailed market-supportable sub-area plans.

1.6 Statutory Compliance

In compliance with the **Act**, a notice describing the public hearing at which the **Original Plan** was considered; including its time, date, location, purpose and area being considered for an urban renewal designation, along with the general scope of the urban renewal project under consideration; appeared in the Glenwood Springs Post Independent, the community's designated legal newspaper of general circulation at least 30 days prior to the public hearing. Further, a reasonable attempt was made to provide mailing notice of the hearing to all property owners, residents (if any) and owners of business concerns located in the **Area** at their last-known address of record at least 30 days prior to the public hearing.

The **City**, negating the need to quantify and document potential impacts, provided a copy of the **Original Plan** to the Garfield County Board of Commissioners at least 30 days prior to the public hearing. In addition, official meetings required by the **Act** were scheduled, noticed and conducted,

including with the Planning and Zoning Commission on Tuesday, October 23, 2018, which determined it to be consistent with the **Comprehensive Plan**; and the Glenwood Springs City Council (herein referred to as the "**City Council**") when they considered accepting findings of blight documented in the **Survey**, and adoption of the **Original Plan**.

In compliance with the Act, a notice of the public hearing at which the **Amended Plan** will be considered appeared in the Glenwood Springs Post Independent, the community's designated legal newspaper of general circulation, at least 30 days prior to the public hearing, and a detailed written description of the proposed amendments and a notice of the date and time of the public hearing was provided to each taxing entity that levies taxes on property located within the **Urban Renewal Plan Area** at least 30 days prior to the public hearing. Further, a reasonable attempt was made to provide mailing notice of the hearing to consider the **Amended Plan** to all property owners, residents (if any) and owners of business concerns located in the **Area** at their last-known address of record at least 30 days prior to the public hearing.

2.0 Definitions and Inclusion of Appendices and Survey

Unless otherwise stated, all capitalized and bolded terms herein shall have the same meaning as set forth in the **Act**. All the **Appendices** and the **Survey** are incorporated in and made a part of this **Plan**.

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended.

Amended Urban Renewal Plan, Amended Plan or Plan – means this Amended West Glenwood Springs Urban Renewal Plan.

Authority – means the **City Glenwood Springs Urban Renewal Authority**.

Base Amount – in the context of this **Amended Plan** means that portion of municipal sales tax revenues collected within the boundaries of the **Plan Area** in the twelve-month period ending on the last day of the month prior to the effective date of approval of the **Amended Plan**.

Bonds – shall have the same meaning as defined in the **Act**.

City – means the City of Glenwood Springs.

City Council – means the City of Glenwood Springs City Council.

Comprehensive Plan – means the 2011 Glenwood Springs Comprehensive Plan.

Cooperation Agreement – means any agreement between the **Authority** and **City**, respecting action to be taken pursuant to any of the powers set forth in the **Act** or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the **Authority** under this **Plan**.

C.R.S. – means the Colorado Revised Statutes, as in effect on the effective date of the **Plan**.

Lessee – means the Glenwood Springs Mall anchor tenant, Ross Dress for Less, Inc.

Lessor – means the owner of commercial properties within the **Plan Area**, Glenwood Springs Mall, LLC.

Original Plan or **Original Urban Renewal Plan** – means the Original West Glenwood Springs Urban Renewal Plan.

Plan Area– means the West Glenwood Springs Urban Renewal Plan Area as depicted in **Figure 1** and defined in **Appendix B**. The Plan Area is the same in the Original Plan and this Amended Plan

Project – (or **Urban Renewal Project**) means any and all undertakings and activities authorized by an urban renewal plan and the **Act**, for the purpose of eliminating blighting conditions; as well as designing and constructing public and private improvements necessary to serve properties in the proposed Urban Renewal Area, including those located within and outside the plan area.

Redevelopment / Development Agreement – means one or more agreements between the **Authority** and -- developers, property owners, business interests, individuals, or entities; as may be determined to be necessary or desirable to carry out the purpose of the **Amended Plan**.

Special Fund – shall have the same meaning as defined in the **Act**.

Survey – means the West Glenwood Springs Conditions Survey, prepared by Ricker/Cunningham, dated September, 2018 and presented to the **City Council** under separate cover.

Tax Increment – that portion of incremental revenues in excess of a **Base Amount** as set forth in Section 7.3.1 of this **Amended Plan**, allocated to and when collected, paid into the **Special Fund**.

Tax Increment Finance (or Financing) (TIF) – for this **Plan**, means a financing mechanism which uses future sales tax incremental revenues resulting from private investment within an established area, as well as other resources obtained by the **Authority**, to fund improvements authorized by the **Act**.

Urban Renewal Law – means the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended. See definition of **Act** above.

Urban Renewal Project – shall have the same meaning as defined in the **Act**.

3.0 Amended Plan Intentions

With an urban renewal designation, the **Plan Area** will be eligible for one or more activities and undertakings, authorized by the **Act** and advanced by the **Authority**. Because powers conferred by the **Act** include facilitating the completion of improvements for which public money may be expended, the intentions of this **Plan** are considered to be necessary in the public interest as a matter of legislative determination by the **City Council**.

3.1 Purpose

As explained in the **Act**, all urban renewal plans, including this Amended West Glenwood Urban Renewal Plan, are consistent with the powers of the administering authority and adopted to, “assist the municipality in the preparation of a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas, and to encourage needed urban rehabilitation.” Additionally, they are created to implement community priorities identified in adopted community plans and other policy documents, and complete or assist in completing necessary improvements.

For this reason, the purpose of this Amended West Glenwood Springs Urban Renewal Plan is to reduce and remove blighting conditions adversely impacting properties and businesses in the **Plan Area** described in the **Survey**. Specifically, as it relates to this **Area**, it is the **Authority's** intent to finance, install, construct, and reconstruct necessary improvements; and cooperate with others to accomplish the same, all in an effort to further economic growth in the community and throughout the region; and in so doing, to advance objectives expressed in the **Comprehensive Plan** (herein referred to as the 2011 Glenwood Springs Comprehensive Plan.)

3.2 Approach

The approach to eliminating and preventing the spread of blighting conditions proposed herein may involve one or more of the following actions: completing and maintaining public and / or private improvements and infrastructure in the **Plan Area**; using financial resources and powers available to the **Authority** for the express purpose of the same; and actively promoting private investment and job creation. The approach to advancing local objectives will likely involve identification of specific priority projects which will effectively leverage private investment therein, and ensure alignment of this Amended West Glenwood Springs Urban Renewal Plan with other accepted and adopted community documents. As required by the **Act**, the **Amended Plan** will afford maximum opportunity, consistent with the sound needs of the City, for the rehabilitation and redevelopment of the **Plan Area** by private enterprise.

3.3 Implementation

While the **Authority** will be the **Amended Plan's** principal administrator, **City Council** will authorize and oversee its efforts. Therefore, the **Authority** will work in cooperation with the **City** to prioritize capital investments in the **Plan Area** (roadway, pedestrian, infrastructure, utility); ensuring they provide a public benefit to property owners and business interests within its boundaries and communitywide.

All new development activity will conform to existing municipal codes and ordinances, along with any site-specific regulations or policies in effect at the time. While the **Act** authorizes the **Authority** to regulate land uses, establish

maximum or minimum densities, and institute other building requirements in an urban renewal area; for the purpose of this **Amended Plan**, the **Authority** anticipates these activities will remain the responsibility of the **City** in partnership with the **Authority**.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by a municipality, the proposed urban renewal area must be determined to be a "blighted area," which is defined in Section 31-25-103(2) of the **Act** as *"an area that, in its present condition and use and, by reason of the presence of at least four of the following factors substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare."* Statutory factors include:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of

housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology used to prepare the **Survey** involved the following steps: (i) identification of parcels to be surveyed; (ii) collection of information about properties, infrastructure and other improvements within its boundaries; (iii) investigation of conditions through field reconnaissance; (iv) review of aerial photography; (v) discussions with representatives of various public agencies and municipal departments; and (iv) recordation of identified and observed conditions listed in the **Act**.

Among the 11 qualifying factors listed above, the **Survey** showed the presence of all ten (10) blight factors in the **Area** that is the subject of this **Amended Plan**.

- (a) Slum, deteriorated, or deteriorating structures
- (b) Predominance of defective or inadequate street layout;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) Existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy to live or work in
- (j) Environmental contamination of buildings or property; and
- (k5) Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

5.0 Amended Plan Relationship to Community Documents

5.1 Consistency with the Comprehensive Plan

Whereas this **Amended Plan's** purpose is to facilitate investment within its boundaries consistent with identified community's objectives, and since those objectives appear in the 2011 Glenwood Springs Comprehensive Plan; development within its boundaries will need to reflect the intentions expressed therein. As presented, future investment within the **Plan Area** will encourage and support the vision and directives presented below.

Key Directions of the Plan

Vision Statement

The city of Glenwood Springs desires to maintain its small-town character and preserve its cultural and natural resources by implementing a proactive plan to: achieve directed and balanced development, social and economic diversity; and address its transportation needs.

Community Goals

Community Goals of the 2011 Glenwood Springs Comprehensive Plan include:

- Promote long-term, sustainable, and diverse economic development;
- Maintain Glenwood Springs as the regional tourism, retail, commercial, and governmental center of Garfield County;
- Preserve Glenwood Springs' small-town character, while maintaining its livability, increasing its vibrancy, and growing the commercial success of its downtown;
- Address transportation needs and provide multiple convenient travel choices;
- Direct development and encourage building forms that are cost-effective to serve;
- Provide housing for the entire community;
- Support social diversity;
- Preserve cultural resources; and
- Protect natural resources.

Specific references regarding how investment in the **Plan Area** will advance these and other communitywide intentions, as presented in the **Comprehensive Plan**, are summarized in **Appendix A**.

6.0 Authorized Authority Undertakings and Activities

While the **Act** allows for a wide range of activities to be used in the furtherance of goals set out in an urban renewal plan, in the context of this **Amended Plan**, the **Authority** intends to use only those necessary to mitigate or eliminate those conditions adversely impacting properties and businesses within its boundaries. Among those undertakings and activities that may be considered are partnerships and similar forms of cooperative arrangements with owners of private property.

Other powers conferred by the **Act**, and a likely component of the **Authority's** strategy for implementation of the Amended West Glenwood Springs Urban Renewal Plan, are described as follows.

6.1 Prepare and Modify Plans for the Plan Area

The **Authority** may work with public bodies, and retain consultants and other advisors to assist with the planning of properties in connection with redevelopment of the **Plan Area**. In addition, the **Authority** may propose, and the **City Council** may make modifications to the **Amended Plan**, provided they are consistent with adopted community plans and any subsequent updates. However, any such amendments made and otherwise contemplated, must be compliant with the **Act**. The **Authority** may also, in specific cases, allow non-substantive variations from the provisions of the **Amended Plan**, if it determines that a literal enforcement would constitute an unreasonable limitation beyond the intent and purpose stated therein.

6.2 Complete Public Improvements and Facilities

The **Authority** may, or may cooperate with others to, finance, install, construct and reconstruct public improvements in accordance with the **Act**, and necessary to promote the objectives stated herein. Whereas public improvements should, whenever possible, stimulate desired private sector investment, it is the intent of this **Amended Plan** that the combination of public and private investment that occurs within its boundaries will benefit properties within its boundaries, as well as throughout the community.

As explained in Section 4.0, ten (10) of the 11 qualifying conditions of blight as defined in Section 31-25-103(2) of the **Act**, were evident in the **Plan Area**. As the **Plan's** administrator, the **Authority** will seek to most effectively leverage available resources in the furtherance of desired private investment, while also eliminating the spread of blighting conditions described in the **Survey** and generally characterized below.

- (a) **Slum, deteriorated, or deteriorating structures** – assist in financing physical improvements to Mall properties that will ensure the health, safety and well-being of its employees and customers;
- (b) **Predominance of defective or inadequate street layout** – assist in financing roadway enhancements including accommodations to

ensure safe vehicular and non-vehicular mobility to and through the **Area**;

- (d) **Unsanitary or unsafe conditions** – assist in financing improvements between the Mall and adjacent properties to ensure the safety of visitors to, and users of, properties in the **Plan Area** including adequate fencing;
- (e) **Deterioration of site or other improvements** – see Factor (d).
- (f) **Unusual topography or inadequate public improvements or utilities** – assist in financing capital improvements (infrastructure and utility) necessary to support redevelopment and rehabilitation of private improvements;
- (g) **Defective or unusual conditions of title rendering the title nonmarketable** – assist in correcting conditions of title contributing to conditions of blight;
- (h) **Existence of conditions that endanger life or property by fire or other causes** – see Factor (a);
- (i) **Buildings that are unsafe or unhealthy to live or work in** – see Factor (a).
- (j) **Environmental contamination of buildings or property** – assist with financing improvements and / or infrastructure to protect properties from possible impacts associated with past or future contaminating incidents;
- (k5) **Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements** – assist with eliminating conditions adversely impacting the economic potential of commercial properties operating in the **Plan Area**.

While the **Survey** offers documentation supporting the presence of ten (10) of the 11 total possible factors; all were either observed or identified at varying levels, with the most impactful being those associated with Factors (g) and (k5).

As noted therein, inline space within the primary Mall building is approximately 90 percent vacant, compared to the citywide commercial vacancy rate of approximately 3 percent. The vacancy rate in the Mall building has not improved since the Original Plan was adopted. Given the health of commercial developments in other parts of the city, along with the limited number of comparable commercial tracts available for development, particularly in the rapidly growing western portion of the community; and finally, despite the subject properties' superior site attributes including access

and visibility from the region-serving I-70 corridor, the Glenwood Springs Mall should be operating at or above market averages.

6.3 Enter into Agreements

The **Authority** may enter into **Redevelopment and Development Agreements** and contracts with developers, property owners, individuals and other entities determined to be necessary to carry out the purposes of a plan. Such **Agreements**, or other contracts, may contain terms and provisions deemed necessary or appropriate for the purpose of undertaking contemplated activities, and remain in full force and effect, unless all parties to such **Agreements** agree otherwise.

In accordance with the **Act**, the **Authority** may also enter into one or more **Cooperation Agreements** with lawful entities for the purpose of financing, installing, constructing and / or reconstructing improvements considered eligible and necessary for implementation of the **Amended Plan**. In addition, it may, but is not required to, contract with a municipality or other organization for administrative support, including distribution of financial resources.

6.4 Adopt Standards

The **Authority** may work with public bodies, and retain consultants and other advisors to assist with zoning and rezoning properties in the **Plan Area**. As stated previously, while the **Act** allows for the adoption of standards and other requirements applicable to projects undertaken in an urban renewal area, in the context of this **Amended Plan**, it is the **Authority's** intention that these activities will be conducted in cooperation with the **City**. Further, it is the intent of the **Authority** that all development within its boundaries meet or exceed applicable rules, regulations, policies, requirements, and standards of the **City**, and any other governmental entity with jurisdiction.

6.5 Provide Relocation Assistance

The **Authority** will adopt a relocation plan in conformance with the **Act**, if relocation of individuals, families or business concerns is required because of acquisition activities of the **Authority**.

6.6 Incur Debt and Issue Bonds

This **Plan** authorizes the **Authority** to borrow money and apply for and accept advances, loans, grants and contributions from all lending sources, private and public, for purposes identified herein and authorized by the **Act**. The **Authority** may also loan or make monetary resources available for undertakings and activities deemed meritorious and consistent with the **Act** and **Amended Plan**. These resources may be derived through any and all methods authorized in the **Act**, including the issuance of **Bonds** and participation in reimbursement agreements to finance the activities and operations of the **Authority**.

Such **Bonds** may be special obligations of the **Authority** which, as to principal, interest and premiums (if any), are payable solely from and secured only by a pledge of income, proceeds, revenues or funds of the **Authority** derived in connection with its undertakings and activities, including grants or contributions of funds received by outside sources.

6.7 Sales Tax Increment Financing

As explained in Section 31-25-107 of the **Act**, an urban renewal plan may contain a provision for allocation of certain tax revenues in an urban renewal area; including incremental sales tax revenues of the municipality in excess of a **Base Amount** and when collected and deposited in a **Special Fund** of the **Authority** be used for a period not to exceed twenty-five (25) years after the effective date of the urban renewal plan, once approved, for the furtherance of its activities and undertakings.

The use of sales tax increment is hereby authorized by this **Amended Plan**, but shall be utilized by the **Authority** only following approval of an appropriate **Cooperation Agreement** by the board of the **Authority** and **City Council**.

7.0 Project Financing

7.1 Public Investment Objective

A critical component of any urban renewal initiative is participation by both the public and private sectors because no one entity typically has sufficient resources to overcome the financial hurdles frequently encountered in areas suffering from blight and deterioration. To this end, effectively leveraging multiple sources is often essential in order to advance initiatives necessary to attract private investment and grow jobs. Support for projects can take many forms including: monetary contributions, policy and regulatory reform, design support, and assistance with grant writing.

7.2 Financial Mechanisms

As explained above, the **Authority** may finance its undertakings pursuant to the **Amended Plan** by any method authorized under the **Act** or any other applicable law. In addition to incremental sales tax revenues, other financing vehicles available for urban renewal activities include, without limitation: issuance of notes, bonds, interim certificates, and certificates of indebtedness; along with other lawful obligations. The **Authority** may also borrow funds, access federal and state loans or grants, and earn interest income; as well as enter into reimbursement or annual appropriation agreements with public or private entities or any other lawful source; the principal, interest, costs and fees of which are paid for with available funds of the **Authority**.

7.3 Sales Tax Increment Revenues

It is the intent of the **City Council** in approving this **Amended Plan** that incremental property tax revenues will neither be collected nor used to further the objectives of the **Amended Plan**, or finance or refinancing, in whole or in part, the undertakings and activities of the **Authority**.

While this Amended West Glenwood Springs Urban Renewal Plan does not contemplate the use of *incremental* property tax revenues, the **City Council** may allocate incremental municipal sales tax revenues, if requested to do so, but only after receipt of a financing plan outlining the proposed amounts and purpose for which those resources are to be used and the approval of a

Cooperation Agreement by the **Authority Board** as described above and herein.

The approval of such **Cooperation Agreement** by the **City** and **Authority** will not constitute a substantial modification, or the addition of a new activity or undertaking. Finally, approval of such a **Cooperation Agreement** will not extend this **Amended Plan** or the duration of a specific **Urban Renewal Project** in the **Plan Area** which is presently twenty-five (25) years after the effective date of the **Plan's** adoption.

7.4 Other Financing Mechanisms and Structures

Although the **Authority** is authorized to finance implementation **Urban Renewal Projects** in the **Plan Area** by any method authorized by the **Act**, at the time this **Amended Plan** was prepared, **City Council** remained committed to being judicious in their use of monetary resources, and instead make programs and other mechanisms available that can be used independently or in various combinations. Given the obvious and well-documented obstacles often associated with redevelopment, particularly in challenging environments, the **Authority** recognizes the importance of making their offerings as comprehensive, flexible and creative as possible.

8.0 Severability

If any portion of this **Amended Plan** is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the **Plan**. Further, if there is any conflict between the **Act** and this **Amended Plan**, the provisions of the **Act** shall prevail, and the language in the **Amended Plan** automatically deemed to conform to the **Law**.

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

Appendix A:

2011 Glenwood Springs Comprehensive Plan References

2011 Glenwood Springs Comprehensive Plan References

Following are select references from the 2011 Glenwood Springs Comprehensive Plan that support the goals and objectives of this West Glenwood Springs Urban Renewal Plan.

Prologue / Executive Summary (taken largely verbatim)

The Evolution of a Community

Communities evolve over time. Glenwood Springs is different today than it was 20 years ago, and different than it will be 20 years into the future. The past 20 years of growth have brought new stores, bigger better schools, and a large hospital. Growth has also brought traffic congestion, different kinds of building styles, and higher taxes for services. The challenge of “change of course” is to have the positive impacts outweigh the negative ones. Surveys and public input conducted with this Plan update indicate that most people, on the whole, feel that Glenwood has gotten better since they’ve lived here.

The Comprehensive Plan is intended to help the city embrace its evolution by identifying key elements that need to be preserved and recommending or suggesting changes to those elements that need to be modified.

What makes a great, livable community? There are many interrelated factors—a “kit of parts.” Each part of the Comprehensive Plan addresses community issues in numerous ways. Each part, or element, of the Plan interacts with the others to achieve the preferred future. All of the parts have been considered for their individual functions, as well as how they operate as a whole.

Current Challenges

Specific current challenges for Glenwood Springs include:

Competition in the Role as a Regional Commercial Center of the County

Over the last decade Rifle has eclipsed Glenwood Springs in population, and has attracted major retailers, as well as businesses. The potential growth from New Castle to Parachute means that the western portion of Garfield County will continue to attract both retail and residential development.

Vitality

The need to grow to maintain vitality is compounded by a lack of land for the community to expand. This forces an introspective look at all opportunities for infill and redevelopment—growing inward and upward instead of outward.

Significant but Uncertain Impacts from Increased Energy Exploration/Development in Garfield County

A dramatic, decade-long buildup of energy-related workers living in Garfield County (including those working in Rio Blanco County) made it more difficult to attract employees to non-energy industry jobs. Due to the lack of available housing, energy workers were finding temporary housing in area hotels and motels, thereby reducing the available supply of rooms for the tourism industry. However, this was followed in 2008/9 by a sudden drop in energy prices, exploration, and the workforce. Revised projections indicate a period of slow growth before energy exploration expands significantly. Ultimately, energy-related jobs are expected to level off in Garfield County. This has spurred renewed interest in the diversification of the economy in order to lessen the impacts of a single industry decline.

The Lack of Affordable Housing for its Workforce, Both Rental and For-Sale Housing

The affordability and availability of housing is acknowledged to be a regional issue that requires a regional response. However, currently each community within the Roaring Fork and Colorado River Valleys are addressing their individual housing needs.

According to the 2004 Local and Regional Travel Patterns Study, of those working in Glenwood Springs, only 32% live in Glenwood Springs. Of those living in Glenwood Springs, 41% commute to work somewhere else. A 2005 housing study indicated that the city needs 2,885 additional dwelling units between 2005 in order to catch-up and keep up with the demand for housing. Similarly, the more recent Strategic Housing Plan, approved in 2010, recommended a goal of creating between 20 and 25 units per year between now and 2015, but went on to recognize that the current requirement or providing community housing is based on new residential development, and the city likely will not meet that target.

Increased Traffic and Congestion on Grand Avenue

State Highway 82 (SH 82) is the Roaring Fork River Valley's sole, regional commuter corridor. It is also Glenwood Springs' historic Downtown main street where it is four lanes wide and carrying daily traffic loads of 25,000 to 29,000 cars and trucks, on average. The 2004 Local and Regional Travel Pattern Study indicated that 35% of all work trips, and virtually all freight and goods delivery vehicle trips in the Roaring Fork Valley, traveled SH 82 in and through

West Glenwood Springs Urban Renewal Plan (11.13.2018)

Glenwood Springs. The amount of traffic carried by SH 82, and the highway's resulting impacts on the livability and survivability of Glenwood Springs' Downtown commercial core and nearby residential neighborhoods has been the topic of studies and discussions for decades. Recent projections show that SH 82 traffic volumes through Glenwood Springs will increase to between 47,900 and 52,000 vehicles per day by 2030.

Recent studies of traffic alternatives have increased the interest in, and concern about, a long-standing proposal for another alignment of SH 82 through Glenwood Springs, along the east side of the Roaring Fork River. This route has several possible alignments each of which has different cost implications, as well as impacts on the character of the community.

Community Character

As commercial development pressures increase, coupled with projections that the city needs to continue to grow and expand its workforce housing stock, how does Glenwood Springs maintain the small-town atmosphere that its residents and visitors prefer?

To Grow or Not to Grow

Consistent with regional growth policies, Glenwood Springs extended sewer services to developments south of the city along Four Mile Road, and entered into pre-annexation agreements that are still in-force. The county followed suit by designating these areas for urban development. Are those commitments, and that vision, still valid? If so, does it commit the city to extend its Urban Growth Boundary southward?

Finding Agreement on Complex Issues

Interrelatedness of Issues

Many of these issues are inter-related. Each part, or element, of the community interacts with the others, usually in multiple ways. For example, the location, density/intensity, mix/variety, and character/design of land uses dictate travel options and patterns. The location of school influences where utilities and roads are extended and where growth will follow. The alignment of an alternative route for SH 82 could impact the expansion of the Downtown to the west. Growing inward and upward allows continued vitality, but may change the character of the community. Land use decisions, how and where people live and businesses locate, profoundly influences behavior.

Regional Issues

Another factor adding to the complexity of issues in Glenwood Springs is the fact that many are regional issues. Glenwood Springs is not an island. Transportation, congestion,

commuting patterns, affordable housing, the location of jobs; and even the quality of air, water, and native habitat, are not isolated to political boundaries. What happens in one area affects another, despite local efforts to positively address any or all of these issues.

Diversity of Opinion

Though consensus is the goal sought for addressing the community's issues, the public input process has demonstrated that there is a wide diversity of opinion on many of the issues confronting the city: the relocation of SH 82, the treatment of Grand Avenue, the mass and scale of the Downtown, potential annexations to the south of town, and the future use of the airport are just a few. As a result, the direction of the Comprehensive Plan represents a combination of public input and professional judgment.

The 2011 Glenwood Springs Comprehensive Plan brings direction to many of the issues that have confronted the community for years, and presents the next steps of action for the city to take shape and do so in a sustainable manner.

Sustainability is a concept that has only reached the public consciousness in the last couple of decades. The term is used to mean many different things. The simplest definition of sustainability is the ability to meet the needs of the present without compromising the ability of future generations to meet their needs. This means utilizing resources in a way that allows future generations to use them, also. The concept of sustainability applies to the environment, fiscal actions, and social responsibility.

Environmental sustainability respects natural systems and resources. This means reducing unnecessary waste, pollutants and energy usage in order to protect the quality of water, air and soils. It also means protecting the river corridors and mountain landscape, preserving important ecosystems and habitat.

Fiscal sustainability is living within one's means—as an individual or a community. This means avoiding growth patterns that cost more to serve than the tax revenues they produce. Outward, “greenfield” growth requires new services and infrastructure, whereas inward growth (infill and redevelopment) takes advantage of existing services and infrastructure, usually in a fiscally efficient manner.

Social sustainability means taking care of the community to ensure opportunities for proper shelter, food, education, and a healthy lifestyle. It also means that community efforts are equitable, ensuring that the benefits of development are distributed fairly across society. Another aspect of social sustainability is preservation and respect of cultures and heritage.

The physical design of the community can make it either easier or more difficult for a community to be socially sustainable. Creating places for people to gather and interact, and creating a variety of transportation modes adds to a community's vibrancy.

Sustainability is a key foundation of the 2011 Glenwood Springs Comprehensive Plan. Many of the concepts presented work concurrently and collaboratively so that Glenwood Springs can evolve toward a sustainable future.

Chapter 3 Community Character and Form

Strategies and Actions to Promote Community Character and Form

1. Direct Development into a Compact Form: Infill and Redevelopment

The city will maintain a compact urban form by growing inward and upward. Due largely to topographic constraints, the city has few opportunities for outward expansion. Primary opportunities for additional growth include the Downtown and *secondary commercial centers* such as the Glenwood Springs Mall, Roaring Fork Marketplace, and Confluence Areas; as well as commercial districts on Grand Avenue in the vicinity of 14th Street and 20th Street, and along US Highway 6. Encouraging a compact urban form and directing development where infrastructure already exists will allow for the efficient delivery of services, preservation of its small-town character, and protection of its cultural and natural resources.

Secondary Commercial Centers - There are a number of secondary commercial centers located throughout the city that provide convenient access to retail goods and services. In several cases, grocery stores serve as the anchor, supported by service operators, small shops, and restaurants. Many are surrounded by neighborhoods, and most were developed years ago in a "strip mall" style of development with large parking lots between buildings and public rights-of-way. As property values and retailing trends have changed, the format of these secondary centers are becoming somewhat obsolete, and several are being repurposed into mixed-use neighborhoods with retail, office and housing uses. Examples of these centers include:

- Safeway Site (20th Street and Grand Avenue) Current use: local groceries and associated retail

- City Market Site (14th Street and Grand Avenue) Current use: local groceries and associated retail
- Roaring Fork Marketplace / Wal-Mart (3200 block of South Glen Avenue) Current use: regional big box and office retail / services
- **West Glenwood Springs Mall (51000 block Hwy 6) Current use: regional big box, local and regional shopping**
- Glenwood Meadows (Wulfsohn Road / Midland Drive) Current use: regional big-box retail, local and regional shopping

The **Comprehensive Plan** envisions properties in the Glenwood Springs Mall area, as well as those located immediately to the north, as an integrated and redeveloped multi-use community with a significant element of medium- to high-density residential uses, internal system of sidewalks and community spaces; collectively offering a gathering place for residents and visitors in the far west end of town.

2. Create Sub-Area Plans for Center Redevelopment

The city will work with willing property owners to develop sub-area plans for Downtown and secondary commercial centers, in an effort to understand the feasibility of different redevelopment programs, refine the vision accordingly, and assign resources necessary to incent redevelopment.

Chapter 4 Economic Development

Strategies and Actions to Promote Economic Development

1. Create Opportunity - Allocate Adequate Land

In addition to limited opportunities within the city limits to host new industries and businesses, the land that is available will require a new zoning classification to allow for easier development of businesses. To this end, the city should consider revising the zoning code to allow for more flexibility related to uses within structures and sites. Similarly, there is also an inadequate supply of attractive and accessible office space, and commercial space configured to accommodate evolving retail trends. To this end, the City should consider facilitating redevelopment of existing buildings, conducting an analysis of existing spaces, and investigating opportunities for new development located immediately adjacent to the city limits and within its Urban Growth Boundary. A sample location for these types of activities includes the area around and including the Glenwood Springs Mall in west Glenwood.

2. Retain, Enhance and Expand the Long-Standing Tourist Market

Tourism has long been an important component of the Glenwood Springs economy. The city should continue efforts to support the tourism market, its agencies, amenities, and facilities including Vapor Caves, Doc Holliday Grave Site, Glenwood Caverns, and Glenwood Hot Springs Pool. To this end, the city should preserve and enhance recreational opportunities (river access, kayak park, parks, and trails) and other city-owned assets in an effort to attract more tourists and encourage them to stay longer. The city should also consider enhancing the Downtown by creating pedestrian-oriented amenities, encouraging special shops and restaurants, lodging and events, so that it is a place where people want to live and visit. The city should consciously retain lodging units in other areas of the city, as well, including West Glenwood, Glenwood Meadows, and the Hwy 6 corridor.

3. Maintain Glenwood Springs Role as a Regional Center

Glenwood Springs should retain regional businesses that are convenient to regional clients. One step in doing this is to retain automobile dealership, highway-oriented services, and big box retail centers that serve the region.

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

Appendix B:

Original and Amended West Glenwood Springs Urban Renewal Plan Area Legal Description

West Glenwood Springs Urban Renewal Plan Area

Legal Description

A parcel of land situated in Lots 1 and 2 and in the North 1/2 of the Southeast 1/4 of Section 6 Township 6 South, Range 89 West of the Sixth Principal Meridian, City of Glenwood Springs, County of Garfield, State of Colorado, said parcel being more particularly described as follows:

Tracts E and F as shown on the plat of the Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, recorded as Reception Number 336102, on January 18, 1983 in the office of the Garfield County, Colorado, Clerk and Recorded; together with that portion of the right-of-way of Storm King Road situated between the northerly and southerly boundary lines said Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, extended westerly to the easterly boundary line of the Glenwood Auto Plaza Subdivision as shown on the plat recorded as Reception Number 396937, on November 18, 1988 in the office of said Garfield County, Colorado, Clerk and Recorded; together with the right-of-way of U.S. Highway 6 & 24 situated between the westerly and easterly boundary lines of said Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, extended southerly.

Section: 6 Township: 6 Range: 89 Subdivision: GLENWOOD SPRINGS MALL Lot: TR F

Section: 6 Township: 6 Range: 89 Subdivision: GLENWOOD SPRINGS MALL Lot: E

RESOLUTION 2020-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING RESOLUTION 2018-61 AND APPROVING THE AMENDED WEST GLENWOOD SPRINGS URBAN RENEWAL PLAN

WHEREAS, the City Council of Glenwood Springs previously passed Resolution 2018-61 in which it approved the West Glenwood Springs Urban Renewal Plan (the “Plan”); and

WHEREAS, the City Council of the City of Glenwood Springs desires to approve an Amended West Glenwood Springs Urban Renewal Plan, which is attached to and made a part hereof as Exhibit A (the “Amended Plan”); and

WHEREAS, the Amended Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, the Amended Plan removes the authority of the Glenwood Springs Urban Renewal Authority (“GURA”) to exercise eminent domain as a means to acquire property in the Urban Renewal Area defined in the Plan and Amended Plan;

WHEREAS, on March 5, 2020, the City Council opened and continued to April 2, 2020 a public hearing to review the Amended Plan; and

WHEREAS, on April 2, 2020, the City Council conducted a public hearing and reviewed the Amended Plan pursuant to the procedural and notice requirements of the Act; and

WHEREAS, in compliance with the Colorado Urban Renewal Law, Sections 31-25-101, et seq., of the Colorado Revised Statutes (the “Act”), notice of the time, date, place, and purpose of the public hearing on the Amended Plan was published at least 30 days prior to the public hearing; a detailed written description of the proposed amendments and notice of the time and date of the public hearing was provided to each taxing entity that levies taxes on property within the Urban Renewal Area at least 30 days prior to the public hearing; and a reasonable attempt was made to provide mailing notice of the public hearing to all property owners, residents and owners of business concerns located in the Urban Renewal Area at their last known address of record at least 30 days prior to the public hearing.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. Notice of the time, date, place, and purpose of the public hearing on the Amended Plan was published as required by Section 31-25-107(3)(a), C.R.S., at least 30 days prior to the public hearing.

Section 2. A detailed written description of the proposed amendments and notice of the time and date of the public hearing was provided to each taxing entity that levies taxes on property within the Urban Renewal Area at least 30 days prior to the public hearing.

Section 3. Written notice of the time, date, place, and purpose of the public hearing was mailed to all property owners, residents and owners of business concerns located in the Urban Renewal Area at their last known address of record informing them of the public hearing at least thirty (30) days prior to the public hearing.

Section 4. The City Council finds that the Amended Plan is in conformity with the Comprehensive Plan, which is the general plan of the City as a whole.

Section 5. The City Council desires to remove and eliminate the GURA's authority to exercise eminent domain to acquire any property interest within the Urban Renewal Area identified in the Plan and Amended Plan and hereby removes that authority from GURA.

Section 6. The Amended Plan therefore removes and eliminates the GURA's authority to exercise eminent domain to acquire any property interest within the Urban Renewal Area identified in the Plan and Amended Plan.

Section 7. The Amended Plan has been duly reviewed and considered and is hereby approved.

INTRODUCED, READ AND PASSED THIS _____ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

RESOLUTION 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING RESOLUTION 2018-60, RELATING TO THE CREATION OF THE GLENWOOD SPRINGS URBAN RENEWAL AUTHORITY

WHEREAS, Resolution 2018-60 found that one or more blighted areas exist in the City of Glenwood Springs and the need for the redevelopment and rehabilitation of such areas in accordance with the Colorado Urban Renewal Law; declared it to be in the best interest that the Glenwood Springs Urban Renewal Authority (GURA) exercise the powers provided by the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, of the Colorado Revised Statutes (the “Act”); and designated the City Council and representatives of affected taxing bodies as the Urban Renewal Authority; and

WHEREAS, Resolution 2018-61 approved the West Glenwood Springs Urban Renewal Plan (the “Plan”), and Resolution 2020-9 approved the Amended West Glenwood Springs Urban Renewal Plan (the “Amended Plan”); and

WHEREAS, the Amended Plan and Resolution 2020-9 removes and eliminates the GURA’s authority to exercise eminent domain to acquire any property interests within the Urban Renewal Area identified in the Plan and Amended Plan.

WHEREAS, pursuant to the Amended Plan and Resolution 2020-09, City Council desires to amend Resolution 2018-60 to remove and eliminate the GURA’s authority to exercise eminent domain to acquire any property interests within the Urban Renewal Area identified in the Plan and Amended Plan.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. A public hearing on the Amended Plan has been held by the City Council and a full opportunity to be heard has been granted to all residents and taxpayers of the City and all other interested persons.

Section 2. Pursuant to Resolution 2020-09 and the Amended Plan, the City Council hereby finds and declares that GURA’s rights and powers shall not currently include the authority to exercise eminent domain to acquire any property interests within the Urban Renewal Area. GURA continues to have all other rights and powers under the Act.

Section 3. Resolution 2018-61 is hereby amended consistent with the findings herein.

INTRODUCED, READ AND PASSED THIS ____ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 16, 2020

Agenda Item:	Planning File #10-20- Appeal of a Planning and Zoning Commission Denial of a Special Use Permit request for a Personal Care Boarding Home.
Action Requested	Consideration of an appeal of a Planning & Zoning Commission Denial of a Special Use Permit for a Personal Care Boarding Home as provided for in Municipal Code section 070.030.030(c)(4).
Department:	Economic & Community Development Department
Presented by:	Gretchen Ricehill, Assistant Director
Background Information:	The Planning and Zoning Commission (P&Z) considers and decides actions involving Special Use Permit requests. City Council hears these requests if the Planning and Zoning Commission's decision is appealed. On November 26, 2019, the P & Z heard and reviewed a Special Use Permit request for a Personal Care Boarding Home at 1713 Grand Avenue. Personal Care Boarding Homes are defined as: <i>An assisted living residence that provides room and board to not less than three and not more than six adults 18 years of age or older and who, because of impaired capacity for independent living, elect protective oversight, personal services, and social care but do not require 24 hour nursing or medical care. Personal care boarding homes shall not serve clients requiring a secured environment as defined by 6 CCR 1011-1, Section 1.102, and shall not include residential facilities for those living together as a result of prior criminal offenses.</i> When considering such requests, the Commission considers how well the application meets general performance standards as well as specific criteria associated with Personal Care Boarding uses. The performance standards and criteria are addressed in the Planning Commission Staff report, and the original application materials which are attached for your review. In addition, in reviewing special use permit applications, the P & Z considers whether: 1. The use will be compatible with the surrounding area;

2. The impacts of the use on surrounding areas have been adequately minimized;
3. The use will be consistent with the general purpose and intent of the Code;
4. The use will comply with all applicable standards of this Code;
5. The use is in conformance with the Comprehensive Plan and other City Plans and policies; and
6. The use minimizes adverse impacts to the health safety and welfare of the inhabitants of the surrounding areas and the city.

In a 4-1 vote the P & Z denied the application based on the finding that the use was incompatible with the surrounding neighborhood and concerns about Grand Avenue traffic, trash collection and administration of the facility. The applicant filed an official appeal of this decision on November 26, 2019 per the requirements of 070.060.070(c).

In her appeal narrative, the applicant addressed the P & Z findings and concerns. The narrative is attached for Council's review along with the following:

- Letters and correspondence in support and opposition of the application;
- Minutes of the P & Z hearing; and,
- Colorado Code of Regulations applicable to assisted living residences.

Issues:

City Council shall consider the following in determining whether to affirm, reverse, or amend a decision or interpretation made by another decision-making body:

1. The facts stated in the application, as presented by the appellant and/or the Director;
2. The requirements and intent of the applicable standards from this Code compared to the written decision that is being appealed;
3. Evidence related to how the applicable standards from this Code have been administered or interpreted in the past; and
4. Consistency with the Comprehensive Plan.

Staff Recommendation:

Per Municipal Code Section 070.060.070, the staff report shall not make a formal recommendation and shall only include the necessary facts to warrant an appeal, which shall be provided by the applicant.

City Council may Affirm, Reverse, or Amend a decision by another decision making body, in whole or in part, or may modify the order, requirement, decision, or determination appealed from.

City Council may attach conditions of approval on any appeal to ensure the health, safety, and welfare of the City.



LAND USE APPLICATION

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

09 - 20

Ordinance Amendments		Development Permits	
Rezoning		Site/Architectural Plan Review	
Rezoning to Planned Unit Development (PUD)		Administrative	
Annexation		Minor	
Condominiumization		Major	
Annexation		Master Plan	
Street Vacation		Construction Plans	
		Location & Extent	
Subdivisions		Right of Way Encroachment License	
Minor Subdivision		Floodplain Development Permit	X
Preliminary Plat		Special Use Permit	
Final Plat		Flexibility and Relief Procedures	
Vacation of Right-of-Way		Variance	
		Administrative Adjustment	
		Appeal	X

Applicant/Property Owner Information:			
Applicant <u>Yesenia Gonzalez Hernandez</u>		Owner	
Relationship to Owner <u>Same</u>		Owner	
Applicant Address <u>1713 Grand Ave</u>		Owner Address	
<u>Glenwood Springs, CO</u>			
Phone <u>970-366-9851</u>	Email Address	Phone	Email Address

Property Information:	
Address <u>1713 Grand Ave, Glenwood Springs CO</u>	Parcel Number <u>2185-161-12-028</u>
Subdivision	Lot and Block Number <u>South Park Sub</u>
	<u>Block: 2 Lot: 29</u>
Zone District	Existing Land Use <u>Bml</u>

General Project Description:
<u>Appealing P&Z Commission denial of Special use permit application for licensed Assisted Living Group Home</u>

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.	<u>[Signature]</u>	<u>2/24/2020</u>
	Applicant	Date
	<u>[Signature]</u>	<u>2/24/2020</u>
	Owner	Date
	Owner	Date

Filed for record the _____ day of _____, A.D. _____, at _____ o'clock _____ M. _____ By _____ RECORDER.
Reception No. _____ DEPUTY.

WARRANTY DEED

THIS DEED, Made on this day of July 08, 2005, between
KURT NIELSEN AND KATHRYN BREEN NIELSEN

of the _____ County of _____ and State of HAWAII, of the Grantor(s), and
YESENIA GONZALEZ

whose legal address is : 1713 GRAND AVENUE GLENWOOD SPRINGS, CO 81601
of the _____ County of GARFIELD and State of COLORADO, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$312,000.00)

*** Three Hundred Twelve Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of GARFIELD and State of Colorado, described as follows:

LOT 29
BLOCK 2
SOUTH PARK SUBDIVISION
CITY OF GLENWOOD SPRINGS

COUNTY OF GARFIELD
STATE OF COLORADO

also known as street number 1713 GRAND AVENUE GLENWOOD SPRINGS CO 81601

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, subject to general taxes for the year 2005 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters not Shown by the Public Records) and Section 8c (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; and, the benefit and burdens of any declaration and party wall agreements, in any, and other None. The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

BY: Kurt Nielsen
KURT NIELSEN

BY: Kathryn Breen Nielsen
KATHRYN BREEN NIELSEN

STATE OF Colorado,
County of Garfield) ss.

ELLEN M. LIPSCOMB
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires Sept. 21, 2006

The foregoing instrument was acknowledged before me on this day of July 08, 2005
by KURT NIELSEN AND KATHRYN BREEN NIELSEN

My commission expires
Witness my hand and official seal.

Ellen M. Lipscomb
Notary Public

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

Escrow# GW246763
Title# GW246763

When Recorded Return to: MORRIS & FYRWALD REAL ESTATE

415 E. HYMEN AVENUE, ASPEN, CO 81611

1998-08-09/29/04 WD-OPEN WARRANTY DEED (Photographic)

(1946742)

and Title
WARRANTY COMPANY

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On July 6, 2005 before me personally appeared **KURT NIELSEN**, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

LS

Print Name: 
Notary Public, State of Hawaii
My commission expires: _____

ANDREW MEISLIN
Notary Public, State of Hawaii
My commission expires: Dec. 15, 2008



Appeal for SPECIAL USE PERMIT (SUP) 1713 Grand Ave. Personal Care Boarding Home/ASSISTED LIVING GROUP HOME.

I am asking for a reversal of the Glenwood Springs Planning and Zoning Commission decision denying the request for a Special Use Permit at 1713 Grand Avenue.

My basis for appeal is based on several factors:

1) The planning and zoning commission erred in denying the special use permit application, by:

Determining, in clear violation of Municipal Code 070.070.020(a)(2)b that the proposed use for a personal care boarding home (assisted living group home) is an institutional/commercial, not residential, use incompatible with the surrounding residential area.

The Planning Department Staff recommended approval of the SUP. The findings of the staff supported the application as an appropriate residential use, as a use consistent with the city Comprehensive Plan and code, as a use that would not have negative impact on neighbors or the surrounding area, and as a use identified as a housing need in Glenwood. There are/have been short term rentals in this subdivision (a possible violation of the covenants) as well as long term rentals. One Commissioner stated he himself had a home office in the neighborhood. These uses are 'commercial in nature' (to use the terms of some of the resistance to this application) and may have greater impacts on the neighbors/neighborhood.

"Personal Care Boarding" is a use that was added to the Municipal Code in 2006 and is defined at MC 070.070.020(a)(2)(b) as:

An assisted living residence that provides room and board to not less than three and not more than six adults 18 years of age or older and who, because of impaired capacity for independent living, elect protective oversight, personal services, and social care but do not require 24 hour nursing or medical care. Personal care boarding homes shall not serve clients requiring a secured environment as defined by 6 CCR 1011-1, Section 1.1.2, and shall not include residential facilities for those living together as a result of prior criminal offenses.

The use is allowed in the city's residential and commercial zoning districts by special review. The intent of personal care boarding is to provide a residential home environment for people that may need personal assistance in their daily living but that do not require 24-hour nursing assistance. (Staff Report 11/26/2019)

The proposed Personal Care Boarding Home use is not expected to have any impact to surrounding properties over and above that of a normal single-family home. (Staff Report 11/26/2019)

KEY REGULATIONS

6 CCR 1011-1, Chapter 7, Section 2: "Assisted living residence" or "ALR" means: A residential facility that makes available to three or more adults not related to the owner of such facility, either directly or indirectly through a resident agreement with the resident, room and board and at least the following services: personal services; protective oversight; social care due to impaired capacity to live independently; and regular supervision that shall be available on a twenty-four-hour basis, but not to the extent that regular twenty-four hour medical or nursing care is required,...

City of Glenwood Springs (Glenwood) MC 070.070.020 - Definitions of Use Categories and Specific Use Types.

(a)Residential Uses.

(2)Group Living.

b.Personal Care Boarding Home. An assisted living residence that provides room and board to not less than three (3) and not more than six (6) adults eighteen (18) years of age or older and who, because of impaired capacity for independent living, elect protective oversight, personal services, and social care but do not require twenty-four-hour nursing or medical care. Personal care boarding homes shall not serve clients requiring a secured environment as defined by 6 C.C.R. 1011-1, Section 1.102, and shall not include residential facilities for those living together as a result of prior criminal offenses.

See also, GWS MC 070.030.020 (e), Table of Allowed Uses.

2) The planning and zoning commission erred in denying the special use permit application, by:

Focusing on concerns which are the proper purview of the Colorado Dept. of Health and Environment, and also on extraneous considerations such as traffic flow regarding garbage collection, deliveries and visitors. Furthermore, the Commission failed to acknowledge that the application and Personal Boarding Residence would meet the general performance standards and specific criteria as required by code.

Garbage collection and pick up is not a criterion. Garbage collection would continue as it has in the past for all the residences in this block of Grand Avenue. Parking is adequate for approval and, in addition, any safety concerns have been addressed by parking vehicles in a north/south direction. Entry and egress is an issue with all South Park Residences on Grand Avenue and this application should not be singled out as any different than other residences.

If the special use permit is approved, then the safety and welfare of the residents is heavily regulated and supervised by the Colorado Department of Public Health & Environment. One of the conditions of approval by Glenwood for this SUP is final approval by the Colorado Department of Public Health. One of the conditions for applying for a state permit for an Assisted Living Residence is zoning approval. I will of course comply with all pertinent legal requirements.

Local conditions, all of which will be met, are outlined in City Code 070.030.030(c), Use Regulations, Residential Uses.

Personal Care Boarding Home. Prior to issuing a special use permit for a personal care boarding home, the following conditions shall be met: See Page 6 of the 11/26/2019 Staff Report 'Suggested Conditions'.

If the SUP is approved by Glenwood, I will be subject to significant oversight, accountability and application criteria by the State of Colorado. State licensure requirements are set out at: 6 CCR 1011-1 (Colorado Code of Regulations) Chapter 7, SECTION 3 – DEPARTMENT OVERSIGHT Licensure, and include the following extensive provisions dealing, among other things, with reporting, background checks, employee oversight and fees:

3.1 Applicants for an initial or renewal license shall follow the licensure procedures outlined in 6 CCR 1011-1, Chapter 2, Parts 2.3 through 2.10. (A) In addition, each license renewal applicant shall annually submit, in the form and manner prescribed by the Department, information about the facility's operations, resident care and services.

3.2 The Department may issue a provisional license to an applicant for the purpose of operating an assisted living residence for one period of 90 days if the applicant is temporarily unable to conform to all the minimum standards required under these regulations, except no license shall be issued to an applicant if the operation of the applicant's facility will adversely affect the health, safety, and welfare of the residents of such facility. (A) As a condition of obtaining a provisional license, the applicant shall provide the Department with proof that it is attempting to conform and comply with applicable standards. No provisional license shall be granted prior to the submission of a criminal background check in accordance with § 25-27-105 (2.5), C.R.S.

3.3 Each owner or applicant shall request a background check. (A) If an owner or applicant for an initial assisted living residence license has lived in Colorado for more than three years at the time of the initial application, said individual shall request from the Colorado Bureau of Investigation (CBI) a state fingerprint-based criminal history record check with notification of future arrests. (B) If an owner or applicant for an initial assisted living residence license has lived in Colorado for three years or less at the time of the initial application, said individual shall request a fingerprint-based criminal history record check generated by the Federal Bureau of Investigation through the CBI. (C) The cost of obtaining such information shall be borne by the individual or individuals who are the subject of such check. The information shall be forwarded by the CBI directly to the Department.

3.5 An assisted living residence shall not care for more residents than the number of beds for which it is currently licensed. License Fees Unless otherwise specified, all license fees paid to the Department shall be non-refundable.

The safety, license, regulation of operation and safety of this residence and its occupants falls under the extensive purview of the Colorado Department of Public Health as well as the planning department and building department and public safety departments of the City of Glenwood Springs. The Planning and Zoning Commission, while granted the authority to approve or deny permission, seemed to make a decision based on operational issues to be addressed and monitored after approval rather than the

General Performance Standards and the Personal Care Boarding Home Special Use Criteria as outlined in the city code and noted in the staff report.

3) The planning and zoning commission erred in denying the special use permit application by:

Seeming to focus on personal background and management ability and business operations rather than the property, special use conditions and the rigorous license requirements for subsequent approval.

Nonetheless, the state will require a 30 hour Assisted Living Administrator training course and proof of completion. This is another condition of approval by the State of Colorado.

I have experience managing and running my own skin care business.

I have 28 years of experience in assisted living care both in California and Colorado. My duties over the years have included basic patient care, including assisting patients with daily activities, hygiene care, medicine administration and the taking of vital signs, and home care, as well as hospice care.

I have the following **Colorado Certifications:**

- Nurse Assistant 2007
- QMAP (Qualified Medication Administration Personnel) 2008
- CPR (Cardiopulmonary Resuscitation) 2011
- Mental Health First Aid 2014

4. The planning and zoning commission erred in denying the special use permit application by:

Not considering that there is city precedent for approval of this SUP.

This is a residential use. The city has approved the same type of SUP and Assisted Living Residence (state designation)/Personal Care Boarding Home (city designation), namely, Harmony House <https://glenwoodspringsharmonyhouse.com/>. Harmony House is a Personal Care Boarding Home in an approved subdivision, Park West, of Glenwood Springs. It is owned and operated by a former council member/mayor of Glenwood Springs and his spouse. The zoning of the Park West subdivision and the South Park subdivision where the subject property is the same zoning under the current Glenwood Code, RM1. Many of the discussion items and concerns of the impacts related to the current 1713 Grand application would apply to the Harmony House allowed/approved use. In some ways the current application might be considered less of an impact as it is on the Grand Avenue periphery of the South Park subdivision. Any traffic in and out of the residence would be from Grand Avenue and not have any impact on the internal streets and residences of the neighborhood.

Summary:

The Special Use Permit should be approved. As noted in the staff report (11/26/2019) the application and use meets several goals of the Comprehensive Plan. "Ms. Gonzalez Hernandez' application noted how her proposal met several goals from the 2011 Comprehensive Plan including: • Maintaining/enhancing social sustainability • Providing housing opportunities for the entire community • Preserving small town character • Supporting social diversity". "Staff adds that the Comprehensive Plan encouraged planning for senior housing. It "recognized that the retiree population will grow at a disproportionately high rate for at least the next 15 years and that housing specifically designed for seniors should be a key component of a comprehensive housing approach." (p.75)"

As noted by staff and by code, the Special Use as a Personal Care Boarding Home is a residential use and allowed and compatible with its surroundings at 1713 Grand Ave.

The proposed use will be highly regulated by the Colorado Department of Public Health. I am asking for a Special Use Permit (conditional upon final licensure and approval by the Colorado Department of Public Health) to proceed with my license application as well as to proceed with the extensive and expensive interior building modifications to meet city and state codes and standards.

As noted by staff, the application and requested use will meet the General Performance Standards and the seven criteria that apply specifically to personal care boarding home uses (reference 070.030.030(c)(4)). I have accepted the conditions stated in the staff report 11/26/19, p. 6.

Operational and management criteria and business viability should not be part of the purview of Planning and Zoning special use approval criteria.

There is precedent and prior approval of a similar Special Use Permit.

I respectfully request an approval of this appeal of a Special Use Permit application

Thank you.



Yesenia Gonzalez

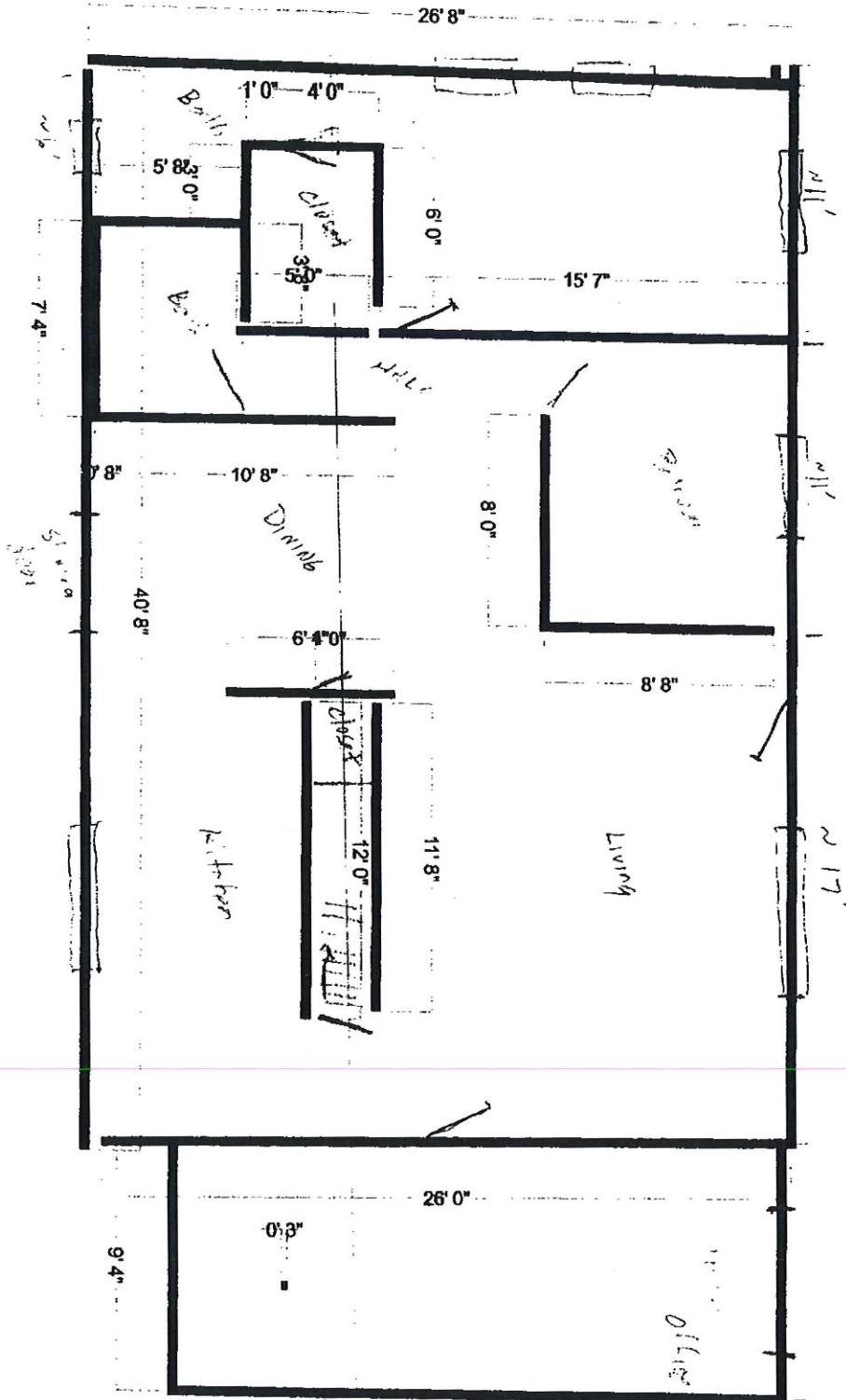
1713 Grand Avenue, Glenwood Springs

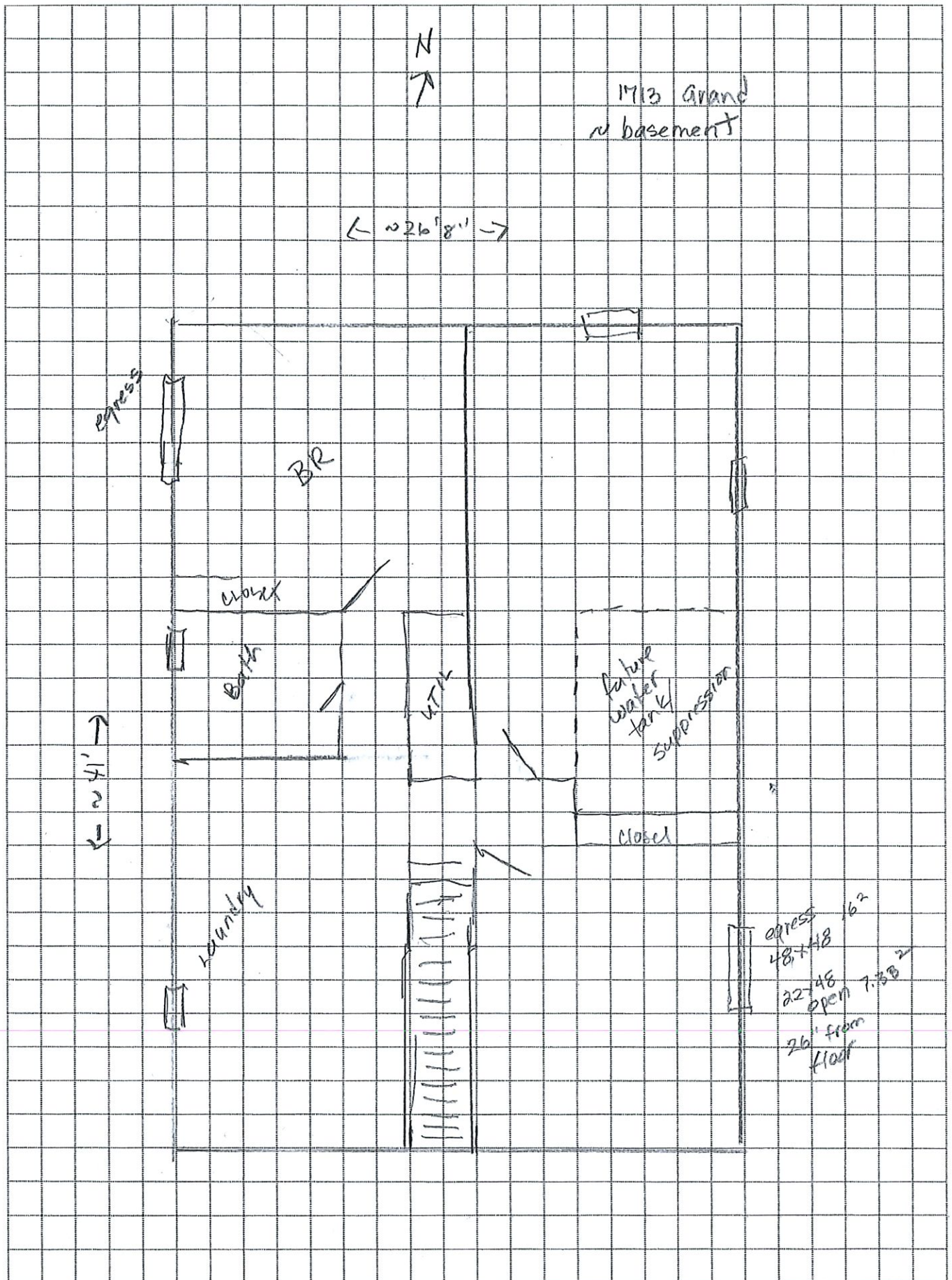


1712 6th/11D

Go to: Home > Floor Plans > 1712 6th/11D

Go





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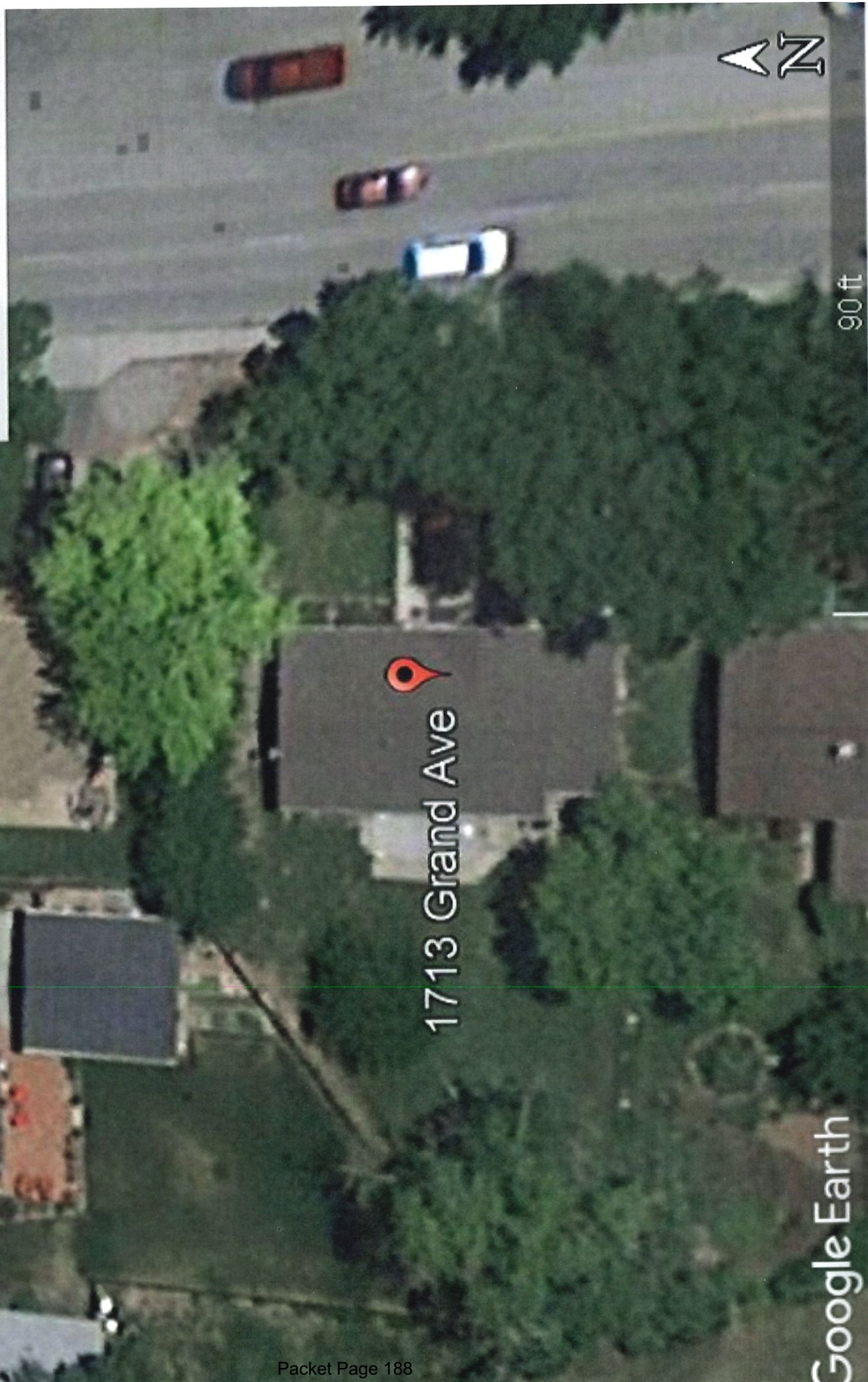
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Untitled Map

Write a description for your map.

Legend

-  1713 Grand Ave
-  Peppino's Pizza Glenwood



Untitled Map

Write a description for your map.

Legend

-  1713 Grand Ave
-  Peppino's Pizza Glenwood



Google Earth

2018 Google

2019 Google

8.36 ft









Planning & Zoning Commission Staff Report

Date: November 26, 2019

To: Planning & Zoning Commission

From: Gretchen Ricehill, Asst. Director Community Development Dept.

Subject: #33-19- Special Use Permit – Personal Care Boarding Home

REQUEST	Consideration of a request for a special use permit to operate a personal care boarding home within an existing single-family residence
APPLICANT	Yesenia Gonzalez Hernandez
OWNER	Yesenia Gonzalez
ZONE	RM1-Residential Medium Density
LOCATION:	1713 Grand Avenue Lot 29 Block 2, South Park Addition
SURROUNDING LAND USES	North: Residential South: Residential East: Park West: Residential
LOT SIZE	7,700 square feet

ACTION ITEM SUMMARY

Action 1: Consideration of a Special Use Permit to allow the operation of a personal care boarding home at 1713 Grand Avenue.

Staff Recommendation:

Staff recommends that the Commission **approve** the special use permit with suggested findings on pages 5 and 6 and suggested conditions on page 6 of this report.

PROJECT SUMMARY

Yesenia Gonzalez Hernandez proposes to convert her single-family home at 1713 Grand Avenue to a Personal Care Boarding Home and provide care for up to six seniors. "Personal Care Boarding" is a use that was added to the Municipal Code in 2006 and is defined as:

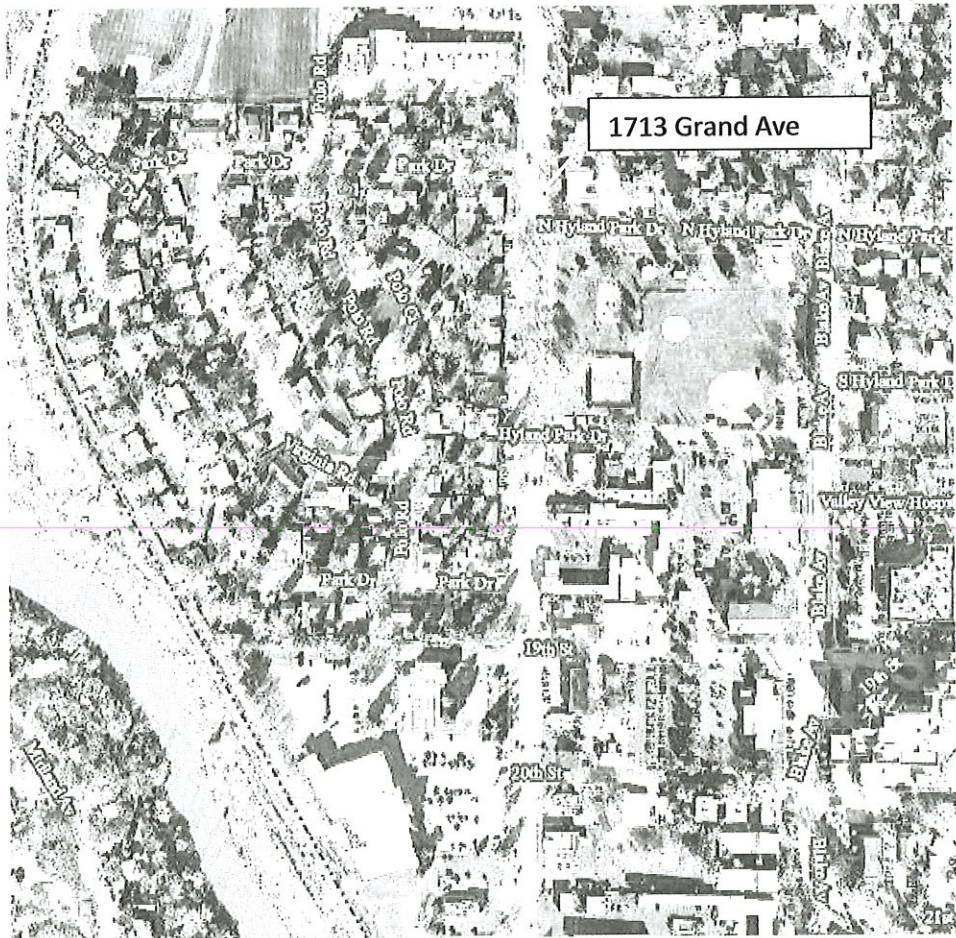
An assisted living residence that provides room and board to not less than three and not more than six adults 18 years of age or older and who, because of impaired capacity for independent living, elect protective oversight, personal services, and social care but do not require 24 hour nursing or medical area. Personal care boarding homes shall not serve clients requiring a secured environment as defined by 6 CCR 1011-1, Section 1.1.2, as shall not include residential facilities for those living together as a result of prior criminal offenses.

The use is allowed in the city's residential and commercial zoning districts by special review. The intent of personal care boarding is to provide a residential home environment for people that may need personal assistance in their daily living but that do not require 24-hour nursing assistance.

Currently, the Harmony House at 1045 Park West Drive is only Personal Care Boarding Home in operation in Glenwood Springs.



GoogleEarth Photograph



SPECIAL REVIEW

When reviewing special use applications for this type of facility, the Municipal Code requires compliance with general performance standards as well as seven criteria that are specific to Personal Care Boarding Homes.

Attached for your review is the owner's narrative description addressing each criterion and performance standard as well as providing several supportive statements from the Comprehensive Plan. Following is staff's analysis of the proposal

General Performance Standards

Following is a summary of the general performance standards that apply to all special review uses (reference 070.030.030):

- **Air quality:** ensures that uses that emit any air contaminant as defined by federal, state or county governments complies with all applicable emission standards.
- **Hazardous Materials Storage and Use:** regulates uses that store or use hazardous materials in excess of exempt or maximum amounts allowed under the building or fire codes. The proposed use may require storage of oxygen tanks. The location and method of storage is regulated by the State and the 2015 Fire Code.
- **Excessive Heat & Humidity:** prohibits unreasonable or unnecessary emission of heat or humidity at the property line.
- **Odors:** provides that uses that produce regular or frequent odors detectable beyond the property line may be prohibited if the odor is a known health risk or if the Director judges that the odor is harmful to the rights of others to enjoy their property.
- **Light & Glare:** requires that the use complies with the exterior lighting code (070.040.100)
- **Noise:** ensures that uses comply with noise regulations (100.070).
- **Vibration:** prohibits regular and frequent vibrations at the property line.

The proposed Personal Care Boarding Home use is not expected to have any impact to surrounding properties over and above that of a normal single-family home.

Personal Care Boarding Home Special Use Criteria

Below is a list of seven criteria that apply specifically to personal care boarding home uses (reference 070.030.030(c)(4)):

1. **The applicant shall provide evidence of preliminary approval by the State of Colorado, Department of Public Health & Environment.**

Ms. Gonzalez Hernandez is concurrently applying for her special use permit through the City and her licensure with the State of Colorado. If the Commission approves the special use permit, staff recommends adding the following condition of approval: Prior to opening the home to residents or clients, the applicant/owner shall provide the Community Development Department with evidence of licensure approval by the State of Colorado, Department of Public Health & Environment.

2. **No structural or exterior decorative additions shall be allowed that will alter the residential character of the home or be otherwise incompatible with surrounding residences, except for those necessary to provide accessibility meeting ADA requirements.**

In her narrative, Ms. Gonzalez Hernandez provided a list of exterior and interior home improvements including adding a ramp and handrails to the deck; creating to additional bedrooms in the basement; installing an air conditioning system; and installing a fire suppression system. As part of the licensure process, the State Department of Public Health & Environment will inspect the home. There may be additional improvements needed based on this inspection. All work is subject to the 2015 International Building Code and, prior to commencement of construction, the owner will be required to submit a building permit application for review and approval of the City's Building Official.

3. No other similar home-based use shall be allowed on the property including child or adult day care and boarding homes.

Other than the management required to operate the Personal Care Boarding Home, there will be no other home-based business on site.

4. Residents, exclusive of employed caregivers, shall not have their own personal vehicles on site, including the public street.

The home has a driveway that is 32 feet wide x 32 feet long, which is sufficient to accommodate up to three vehicles. The owner indicated in her narrative that three individuals will provide care to the residents (Ms. Gonzalez Hernandez and two other caregivers). Ms. Gonzalez Hernandez clarified for staff that there will be only one caregiver on site at any given time, except for shift changes. Further, the residents will not be allowed to have their personal vehicles. The on-site parking should accommodate the caregiver(s) as well as any guests that may visit from time to time.

5. The home shall have one kitchen and there shall be no provision for cooking in any other room, other than providing an alternative area for minimal food preparation such as heating or reheating food and beverages

As indicated in the project narrative, all cooking will occur in the existing kitchen. No cooking will be allowed in the bedrooms.

6. There shall be the appropriate number of licensed caregivers on site on a 24-hour basis to properly care for residents, per State of Colorado licensing requirements.

Ms. Gonzalez Hernandez indicated that one licensed caregiver will be on site at all times.

7. The home shall comply with all other city, state, and federal laws and regulations

The home requires a few upgrades necessary to comply with city and state requirements. Specifically, this includes adding a fire suppression system and constructing a ramp and handrails on the rear deck. It is important to note that the state regulates all aspects of assisted living facilities. Additional physical modifications may be required as part of the state review and approval process.

Comprehensive Plan

Ms. Gonzalez Hernandez' application noted how her proposal met several goals from the 2011 Comprehensive Plan including:

- Maintaining/enhancing social sustainability
- Providing housing opportunities for the entire community
- Preserving small town character
- Supporting social diversity

Staff adds that the Comprehensive Plan encouraged planning for senior housing. It “recognized that the retiree population will grow at a disproportionately high rate for at least the next 15 years and that housing specifically designed for seniors should be a key component of a comprehensive housing approach.” (p.75)

REVIEWING AGENCY COMMENTS

Staff distributed the application to city departments for review and comment. Comments were received from Police, Engineering and Public Works departments:

- Engineering commented that placement of any work materials (including dumpsters) must be on private property and not in the right-of-way.
- Police expressed no concern for the proposed use;
- Water/Wastewater expressed concern about the size of the existing water service to support a fire sprinkler system. Upgrading of the existing service would require trenching in the Grand Avenue/Highway 82 right-of-way. The owner contacted a fire sprinkler design firm to discuss alternatives. The design firm submitted a proposal to install an automatic fire sprinkler system that utilized a 300-gallon water supply tank and pump system. The owner plans to locate the tank in the basement of the home.

In addition to department comments, staff received correspondence from individuals expressing support and opposition to the proposal. These are attached for review. Staff notes that one of the correspondences, a letter from Mr. Edward Mulhall, referred to subdivision covenants which appear to prohibit the proposed use. The South Park subdivision covenants were adopted and recorded in 1950. The covenants state that properties “shall be used only for residential purposes...”. As the Commission is aware, the City does not enforce private covenants. Nevertheless, it is important to note that according to Municipal Code Title 070, Personal Care Boarding Homes are categorized as a type of residential use in Table 030.1-Table of Allowed Uses.

REQUIRED ACTIONS

Action 1: Consideration of a Special Use Permit to allow the operation of a personal care boarding home at 1713 Grand Avenue.

Action Alternatives

The Commission may approve, approve with conditions, or deny the special use permit application in accordance with the seven approval criteria listed on pages 4 and 5 of this report. The Commission may also continue the application with a request that the applicant provide specific additional information.

Staff Recommendation:

Staff recommends that the Commission approve the special use permit with suggested findings on pages 5 and 6 and suggested conditions on page 6 of this report.

Suggested Findings:

1. The proposed use is in compliance with the Comprehensive Plan in that it maintains the city’s small town character while providing housing opportunities for seniors and supporting social diversity within the neighborhood;
2. The proposed use complies with performance standards listed in 070.030.030 of the Municipal Code; and,

3. The proposed use complies with use-specific conditions listed in 070.030.030(c)(4) of the Municipal Code.

Suggested Conditions:

1. Prior to issuance of the Special Use Permit the owner shall:
 - a. Provide evidence of licensure approval by the State of Colorado, Department of Public Health & Environment;
 - b. Apply for and receive a building permit application for all construction work at the home as required by the 2015 International Building Code;
 - c. Pay all system improvement fees that shall be due. Fees shall be calculated by the Community Development Department upon submission of the building permit application.
2. No structural or exterior decorative additions shall be allowed that will alter the residential character of the home or be otherwise incompatible with surrounding residences, except for those necessary to provide accessibility meeting ADA requirements.
3. No other similar home-based use shall be allowed on the property including child or adult day care and boarding homes.
4. Residents, exclusive of employed caregivers, shall not have their own personal vehicles on site, including the public street.
5. The home shall have one kitchen and there shall be no provision for cooking in any other room, other than providing an alternative area for minimal food preparation such as heating or reheating food and beverages.
6. There shall be the appropriate number of licensed caregivers on site on a 24-hour basis to properly care for residents, per State of Colorado licensing requirements.
7. The home shall comply with all other city, state, and federal laws and regulations.
8. No signage shall be present other than that allowed under Municipal Code section 070.040.110-Signs.

Water/Wastewater (W/WW) Department Comments

Planning Item: 33-19 Special Use Permit- Personal Care Boarding Home
Applicant: Yesenia Gonzalez
Owner: Yesenia Gonzalez
Location: 1713 Grand Ave
Parcel: 2185 161 12 028
Date of Comments: 9/4/19

The following are W/WW Department comments based on a review of the application package (note: application package was not dated).

Project Understanding

- We understand that the applicant is requesting special use permit for a proposed personal care boarding home located at 1713 Grand Ave. The existing single family residence will be modified to include two additional bedrooms along with several other miscellaneous improvements.

W/WW Department Comments

Water Service

- We understand that the City of Glenwood Fire Department will require this facility to have a fire sprinkler system. The existing water service for this property is likely not large enough to serve a fire sprinkler system.
- If an upsized tap is needed, the nearest water main is located on the eastern side of Grand Ave (Hwy 82). Be aware that the cost to install a new tap in Grand Ave. may be high. Costs will likely be high due to: 1) traffic control requirements that must meet CDOT specification on a highway and 2) a concrete section of the highway will need to be cut out and repaired in accordance with CDOT specifications (the concrete in the area is very thick). The W/WW department encourages the applicant to consult with a qualified contractor to better define installation costs.
- The applicant is responsible for all costs required to install a new water tap, including applicable system improvements fees and tap fees. Please contact the City Community Development department regarding the improvement fees and the City W/WW Department regarding tap fees.
- If the existing water service is abandoned as part of this project, the applicant must abandon the tap at the main in accordance with City's engineering standards
- Any water service used for fire protection must be designed, installed, and tested to meet NFPA 24 requirements. Prior to construction, an engineered detail of the fire service line must be submitted to the City for review and approval. At a minimum, the detail must show the following: 1) a plan and profile view of the piping alignments

extending from the tap location to the building interior penetration, 2) materials of construction, 3) thrust restraint locations and specifications, 4) a comment indicating that the design conforms to all NFPA 24 requirements, 5) a note indicating that the service line must be pressure- and flow-tested in accordance with NFPA 24, and 6) the stamp and signature of the Professional Engineer (PE) certifying the design.

- The applicant is responsible for providing the City with a signed copy of the completed "*Contractor's Material and Testing Certificate for Underground Piping*" form (attached) prior to issuance of a Certificate of Occupancy. This form certifies that the service line was designed, installed, and tested in accordance with all NFPA 24 requirements.
- Only City W/WW staff shall perform work on the water main. In certain circumstances, the City may allow a contractor to install a tap, but only when under the direct supervision of W/WW staff. Tap requests shall be scheduled with the W/WW department at least 48 hours in advance but we recommend that you begin coordinating with the department as soon as possible.

Sanitary Sewer.

- Sanitary sewer service will not be modified as part of this project.

Water Meters.

- All services must be metered.
- Meter accounts must be set up and the meter purchased through the City's finance department before meters will be issued.
- Water meters must be installed per manufacturer's requirements. They may be subjected to performance testing before being accepted by the City.
- Water meters must be installed in a location that can be accessed by the City for inspection and future maintenance. Refer to the attached schematic for meter installation instructions, including additional requirements for isolation valves, pressure reducing valves, and cross-connection devices (see attached water meter installation schematic). Note that if the water system pressure exceeds 80 psi, a pressure reducing valve must be installed downstream of the water meter.
- A water meter inspection must be performed by City staff before a certificate of occupancy will be issued. We recommend that you contact the W/WW department to discuss specific requirements as soon as possible to avoid an unforeseen installation issues.

Cross-connection Control.

- A City-approved cross-connection/ backflow device must be installed on water service lines if a hazard exists. **This project requires that a cross connection/backflow prevention hazard survey be completed (by the City) before a certificate of occupancy will be issued.**
- At the customer's request, W/WW Department staff will perform an initial Cross Connection Hazard Survey and provided preliminary recommendations during the planning phases of the project. Upon completion of the project, a follow-up inspection of the property is required (per State law) to ensure that acceptable backflow devices have been properly installed and tested. We recommend that you contact the W/WW

department to discuss specific requirements as soon as possible to avoid unforeseen installation issues during the construction phase.

- Please note that backflow prevention devices cannot be installed below grade per International Plumbing Code (IPC). In addition, certain backflow prevention devices require drainage requirements. We encourage the customer to consider these requirements and address them during the design phase of the project.

General.

- All publicly-owned or maintained water and sewer infrastructure must meet the requirements of the City's engineering standards. The current version can be found at the following link: <http://cogs.us/EngineeringStandards>.
- A right-of-way permit is required for this project. Please contact the City's engineering department to obtain the permit application.
- Per Colorado 811 and City requirements, tracer wire and utility warning tape shall be installed with all underground water and sewer infrastructure.
- Any water/sewer separation distances and crossings must meet State (i.e., CDPHE) and City requirements.

W/WW Department Contact Information:

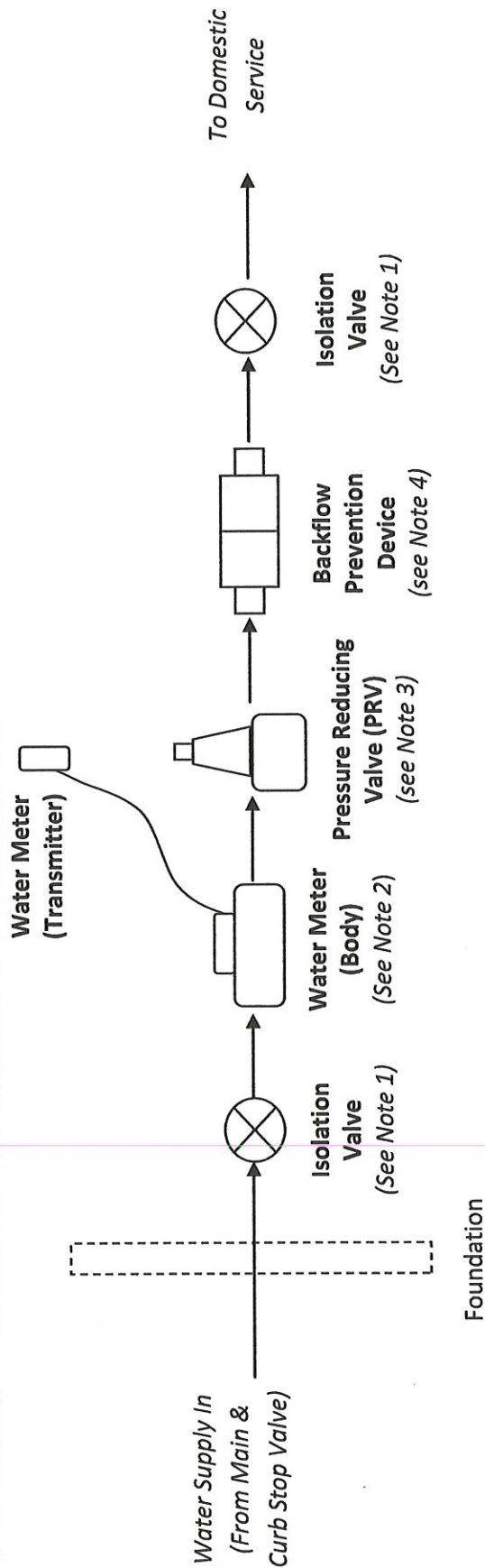
- Horacio Diaz – 379-1974 (Sewer Services & Taps)
- Mike Hoffman – 989-3902 (Water Services & Taps, Cross Connections, Water Meter Inspections)
- Brad Zachman – 384-6388 (General Information)
- Utility Billing – 384-6400 (Account setup; Water Meter Purchase)
- Community Development Department – 384-6411 (Improvements Fees)

Attachments:

- Water Meter Installation Schematic

Water Meter Installation Schematic

Glenwood Springs Water Department



Notes:

1. It is strongly recommended that isolation valves be installed at the locations shown. These valves allow for the water supply to be shut off during repairs or for replacement of the water meter equipment.
2. To assure accurate measurements, water meters must be installed per manufacturer's specific instructions. Contact the City's Water Department for a copy of these instructions or if you have any questions regarding the installation requirements.
3. A pressure reducing valve (PRV) regulates incoming pressure from the main. A PRV is recommended for all installations, but is required for all services that are fed off of water mains with static water pressure of 80 psi or greater. Contact the water department **(384-6344 or 989-3902)** for more information regarding the static water main pressure that serves your property.
4. A backflow prevention device protects the City's water supply from contamination or pollution due to backflow conditions. Please contact the City's cross connection technicians **(384-6345)** to discuss specific backflow prevention requirements and installation procedures.
5. Requests for water meters can be initiated by contacting the City's Utility Billing Office **(384-6400)**. Once payment is made, water meters can be picked up from the Water Department at 401 7th St. **(384-6344 or 989-3902)**.
6. Contact the Water Department to schedule a final inspection of the meter **(384-6344 or 989-3902)** and the backflow device **(384-6345)**.

Updated June 2016

Contractor's Material and Test Certificate for Underground Piping			
PROCEDURE Upon completion of work, inspection and tests shall be made by the contractor's representative and witnessed by an owner's representative. All defects shall be corrected and system left in service before contractor's personnel finally leave the job. A certificate shall be filled out and signed by both representatives. Copies shall be prepared for approving authorities, owners, and contractor. It is understood the owner's representative's signature in no way prejudices any claim against contractor for faulty material, poor workmanship, or failure to comply with approving authority's requirements or local ordinances.			
Property name			Date
Property address			
Plans	Accepted by approving authorities (names)		
	Address		
	Installation conforms to accepted plans ☐ Yes ☐ No Equipment used is approved ☐ Yes ☐ No If no, state deviations		
Instructions	Has person in charge of fire equipment been instructed as to location of control valves and care and maintenance of this new equipment? If no, explain		☐ Yes ☐ No
	Have copies of appropriate instructions and care and maintenance charts been left on premises? If no, explain		☐ Yes ☐ No
Location	Supplies buildings		
Underground pipes and joints	Pipe types and class		Type joint
	Pipe conforms to _____ standard ☐ Yes ☐ No Fittings conform to _____ standard ☐ Yes ☐ No If no, explain		
	Joints needing anchorage clamped, strapped, or blocked in accordance with _____ standard ☐ Yes ☐ No If no, explain		
	Test description Flushing: Flow the required rate until water is clear as indicated by no collection of foreign material in burlap bags at outlets such as hydrants and blow-offs. Flush at one of the flow rates as specified in 10.10.2.1.3. Hydrostatic: All piping and attached appurtenances subjected to system working pressure shall be hydrostatically tested at 200 psi (13.8 bar) or 50 psi (3.5 bar) in excess of the system working pressure, whichever is greater, and shall maintain that pressure ± 5 psi (0.35 bar) for 2 hours. Hydrostatic Testing Allowance: Where additional water is added to the system to maintain the test pressures required by 10.10.2.2.1, the amount of water shall be measured and shall not exceed the limits of the following equation (for metric equation, see 10.10.2.2.6): $L = \frac{SD\sqrt{P}}{148,000}$ L = testing allowance (makeup water), in gallons per hour S = length of pipe tested, in feet D = nominal diameter of the pipe, in inches P = average test pressure during the hydrostatic test, in pounds per square inch (gauge)		
Flushing tests	New underground piping flushed according to _____ standard by (company) ☐ Yes ☐ No If no, explain		
	How flushing flow was obtained ☐ Public water ☐ Tank or reservoir ☐ Fire pump		Through what type opening ☐ Hydrant butt ☐ Open pipe
	Lead-ins flushed according to _____ standard by (company) ☐ Yes ☐ No If no, explain		
	How flushing flow was obtained ☐ Public water ☐ Tank or reservoir ☐ Fire pump		Through what type opening ☐ Y connection to flange and spigot ☐ Open pipe

FIGURE 10.10.1 Sample of Contractor's Material and Test Certificate for Underground Piping.

Hydrostatic test	All new underground piping hydrostatically tested at _____ psi for _____ hours		Joints covered ☐ Yes ☐ No	
Leakage test	Total amount of leakage measured _____ gallons _____ hours			
	Allowable leakage _____ gallons _____ hours			
Forward flow test of backflow preventer	Forward flow test performed in accordance with 10.10.2.5.2: ☐ Yes ☐ No			
Hydrants	Number installed	Type and make	All operate satisfactorily ☐ Yes ☐ No	
Control valves	Water control valves left wide open If no, state reason		☐ Yes ☐ No	
	Hose threads of fire department connections and hydrants interchangeable with those of fire department answering alarm		☐ Yes ☐ No	
Remarks	Date left in service			
Signatures	Name of installing contractor			
	Tests witnessed by			
	For property owner (signed)	Title	Date	
	For installing contractor (signed)	Title	Date	
Additional explanation and notes				
© 2012 National Fire Protection Association NFPA 24 (p. 2 of 2)				

FIGURE 10.10.1 Continued

PROPOSAL

FIRE SPRINKLER SERVICES, INC

0241 Mel Ray Road

Glenwood Springs, CO 81601

Ph. (970) 928-9163 Fax (970) 928-8714

No.

Date: 09/12/19

Sheet No. 1-1

Proposal Submitted To:

Name: Yesenia Gonzalez

Street: 1713 Grand Avenue

City: Glenwood Springs State: CO 81601

Attn: Yesenia

Phone: (970)366-9851

E-mail: ygonzalez1713@gmail.com

Work To Be Performed At:

Street: 1713 Grand Avenue

City: Glenwood Springs State: CO

Date of Plans:

Architect:

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Installation of residential 13-D automatic fire sprinkler system.

Installation will be CPVC piping with residential fire sprinklers. Water supply will be 300 gallon tank and pump system.

Cost includes material, labor, design and permit fees.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: Dollars [\$11,250.00].

With payments to be made as follows:

upon start up, rough-in and completion of work.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by **FIRE SPRINKLER SERVICES**.

Respectfully Submitted: Al Stump

Per:



Note- This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Signature: _____

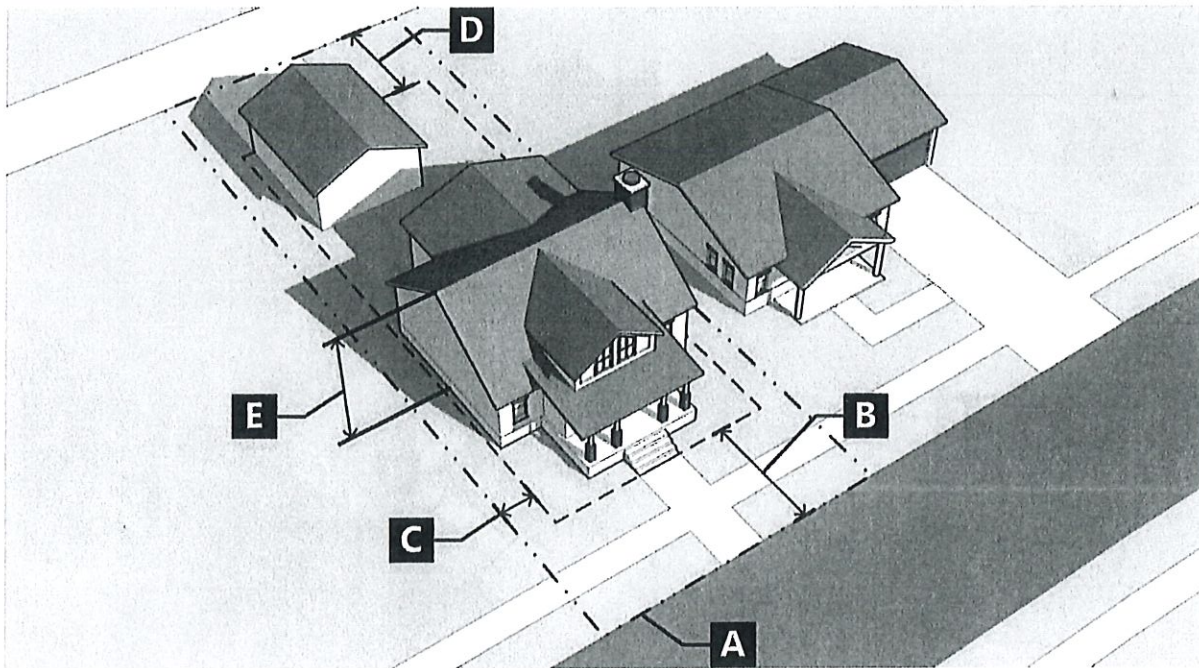
Article 070.020: Zoning Districts
070.020.050 Residential Medium-Density (RM1) District
(a) Purpose

070.020.050 Residential Medium-Density (RM1) District

(a) Purpose

The RM1 district is intended to accommodate medium-density, primarily single-family uses on smaller- to medium-sized lots. The RM1 district is intended to transition from low-density single-family residential districts to multifamily development districts.

Figure 020-3: RM1 District Dimensional Standards



(b) Standards

Table 020.7: RM1 District Dimensional Standards			Other Key Standards	
Lot Standards, Minimum			Measurements and Exceptions	070.020.190
A	Lot area (sq ft)	6,000	Table of Allowed Uses	070.030.020
	Lot area (sq ft), lots created prior to March 1, 1965	5,000	Use-Specific Standards	070.030.030
	Lot area (sq ft), attached dwellings sharing common wall	7,500	Development Standards	
Setbacks, Minimum			Landscaping, Screening, and Fencing	070.040.050
B	Front (from arterial streets) (ft)	30	Off-Street Parking and Loading	070.040.060
	Front (from other streets) (ft)	20	Residential Site and Building Design	070.040.080
C	Side (ft)	5		
D	Rear (ft)	15		
Building Standards, Maximum				
E	Building height (ft)	27		

Article 070.030: Use Regulations
070.030.020 Table of Allowed Uses
(e) Table of Allowed Uses

(e) Table of Allowed Uses

Table 030.1: Table of Allowed Uses

P = permitted by right S = special use permit required Blank = use prohibited

Use Category	Use Type	Districts →															Use-Specific Standards	Required Minimum Parking
		RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP		
RESIDENTIAL USES																		
Household Living	Dwelling, live-work						P	P	P	P	P	P	P				070.030.030(c)(2)	1 per dwelling unit
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)	1 per dwelling unit
	Dwelling, two-family		S	S	P	P	P	P	P		P					S	070.030.030(c)(1)	1.5 per dwelling unit
	Mobile home park					S	S	S			P						070.030.030(c)(3)	1 per dwelling unit
	Accessory dwelling unit	P	P	P	P	P	P	P	P		P	P				S	070.030.040(d)(1)	1 per unit
Group Living	Convalescent or nursing home					S	S	P	P		P	P			P			1 per 3 beds
	Personal care boarding home	S	S	S	S	S	S	S	S		S	S			S	S	070.030.030(c)(4)	2 per dwelling unit
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Community and Cultural Facilities	Assembly	S	S	S	S	S	S	P	P		P	P	P		P	S		1 per 250 square feet
	Civic building		S	S	S	S	S	P	P	P	P	P	P	P	P			1 per 300 square feet
	Club or lodge						S	P	P	P	P	P						1 per 300 square feet
	Community centered board facility						P											Based on demand study, see 070.040.060(c)(5)
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center	S	S	S	S	S	S	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Child day care home, large	S	S	S	S	S	S	P	P		P	P					070.030.030(d)(2)	3 per dwelling unit
	Child day care home, small	P	P	P	P	P	P	P	P		P	P	S			P		2 per dwelling unit
Educational Facilities	School	S	S	S	S	S	S	P	P	P	P	P	S		P	S		High school: 4 per classroom All others: 1.5 per classroom
Health Care Facilities	Hospital						P	P	P	P	P				P			1 per 400 square feet
	Medical or dental clinic						P	P	P	P	P	P		P	P			1 per 250 square feet
Parks and Open Space	Park, playground, and open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		No requirement

070.030.030 Use-Specific Standards

(a) Generally

(1) Applicability

Use-specific standards shall apply to all zoning districts unless otherwise noted.

(2) Cross-References in Table of Allowed Uses

All uses with use-specific standards as indicated in the right-hand column of Table 030.1 shall comply with the applicable standards in this 070.030.030. All development shall also comply with the applicable standards in Article 070.040: *Development Standards*.

(3) Resolution of Conflicting Standards

In case of a conflict between these use-specific standards and the standards in Article 070.040:070.040.010 *Development Standards*, these use-specific standards shall apply unless otherwise noted.

(b) Performance Standards for All Uses

(1) Air Quality

- a. Uses that emit any air contaminant as defined by the federal government, State of Colorado, or Garfield County, shall comply with all applicable federal, state, and county standards concerning such emissions and with any other emission standards adopted by the City.
- b. No zoning approval or special use permit issued with respect to any use requiring a permit from a federal, state, county, or City agency with jurisdiction shall be valid until it has been certified to the City that the appropriate permits have been issued to the user and that the use is in compliance with all applicable air pollution laws.
- c. Noncompliance with any of the applicable air pollution laws shall be justification for revocation of any permits issued by the City.

(2) Hazardous Materials Storage and Use

a. General

1. The land use impacts for facilities that store or use hazardous materials in excess of the exempt amounts or maximum allowable quantities in control areas as specified in the Building and Fire Code are declared to be potentially harmful to the public health, safety, and welfare, or potentially damaging to the property values of adjacent properties.
2. A special use permit shall be required for any commercial or industrial use involving the storage, handling, or use of hazardous materials when the quantity is in excess of the exempt amount or maximum allowable per control area, as specified in the Building or Fire Code.

b. Combustibles and Explosives

The use, handling, storage, and transportation of combustibles and explosives shall comply with the Fire Code and all other provisions of the Municipal Code and applicable state and federal laws.

Article 070.030: Use Regulations

070.030.030 Use-Specific Standards

(c) Residential Uses

c. **Gases**

The escape or emission of any gas that is noxious, injurious, or destructive is unlawful and shall be immediately eliminated and, in addition, shall comply with the Municipal Code and all applicable state and federal regulations, including the federal Emergency Planning and Community Right to Know Act of 1986.

(3) **Excessive Heat and Humidity**

Uses and activities shall not produce any unreasonable, disturbing, or unnecessary emissions of heat or humidity at the property line of the site on which they are situated that cause material distress, discomfort, or injury to a reasonable person.

(4) **Odors**

Unless otherwise provided in this subsection, uses and activities that produce continuous, regular, or frequent odors and/or emissions, detectable beyond the boundary of the property from which the odor originates, may be prohibited, in whole or in part, if the odor or emission in question is a known health risk or danger or if the Director judges such odor or emission to be harmful to the rights of others to enjoy their property.

(5) **Light and Glare**

All uses shall comply with the standards in 070.040.100, *Exterior Lighting*.

(6) **Noise**

All uses shall comply with the standards in Article 100.070 of the Municipal Code, *Regulation of Noise*.

(7) **Vibration**

No use or activity shall produce vibrations that are perceptible without instruments at the property line for more than three minutes in any one hour of the day between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, or 8:00 am and 6:00 pm Saturday and Sunday.

(8) **Evidence of Compliance**

The Director shall require such evidence of ability to comply with appropriate performance standards and mitigation measures as deemed necessary by the Director prior to issuance of a building permit and certificate of occupancy.

(c) **Residential Uses**

(1) **Household Living, Generally**

Except for single-family detached dwellings, each dwelling unit shall have a separate entrance or window facing a street frontage.

(2) **Dwelling, Live-Work**

- a. Residential areas shall be located on upper floors above non-residential areas, or in the rear of the building behind non-residential areas.
- b. The non-residential use shall be owned and operated by a resident of the live-work dwelling unit.

(3) Mobile Home Park

a. Size of a Mobile Home Park

The area of a mobile home park shall be large enough to accommodate the designated number of mobile home spaces, necessary streets and roadways, parking areas for motor vehicles, and required drainage and stormwater facilities.

b. Size and Placement of Mobile Home Spaces

1. Each independent mobile home space shall contain a minimum area of 2,500 square feet and shall be at least 40 feet wide.
2. Each dependent mobile home space shall contain a minimum area of 1,000 square feet and shall be at least 25 feet wide.
3. Where angular or modular spaces are provided in a mobile home park, each such space shall contain a minimum area of 3,000 square feet and shall be at least 45 feet wide.
4. Each mobile home space shall abut on a driveway or other access with unobstructed access to a street.
5. Each mobile home shall be placed upon a space in the mobile home park so that:
 - i. It is completely within the designated mobile home space;
 - ii. There is a minimum of 15 feet between mobile homes;
 - iii. It is not located within 10 feet of an exterior boundary of the mobile home park;
 - iv. It is not located within 25 feet of a public right-of-way;
 - v. It does not obstruct any roadway, walkway, or easement;
 - vi. It is not located within five feet from any roadway in the mobile home park; and
 - vii. No independent mobile home is located on a dependent mobile home space.

c. Access

Access roads within the mobile home park shall be provided for each mobile home space. Each access road shall provide for continuous forward movement, shall connect with a street or highway, and shall have a minimum width of 25 feet when mobile home spaces are on one side only. When mobile home spaces are on both sides of the access road, such road shall have a minimum width of 40 feet.

d. Provisions for Dependent Mobile Homes

Mobile home parks with dependent mobile homes shall accommodate such mobile homes by providing service buildings, sanitary facilities, and laundry facilities per the Municipal Code.

(4) Personal Care Boarding Home

Prior to issuing a special use permit for a personal care boarding home, the following conditions shall be met:

- a. The applicant shall provide evidence of preliminary approval by the State of Colorado, Department of Public Health & Environment;
- b. No structural or exterior decorative additions shall be allowed that will alter the residential character of the home or be otherwise incompatible with surrounding residences, except for those necessary to provide accessibility meeting ADA requirements;

Article 070.030: Use Regulations

070.030.030 Use-Specific Standards

(d) Public, Institutional, and Civic Uses

- c. No other similar home-based use shall be allowed on the property including child or adult day care and boarding homes;
 - d. Residents, exclusive of employed caregivers, shall not have their own personal vehicles on site, including the public street;
 - e. The home shall have one kitchen and there shall be no provision for cooking in any other room, other than providing an alternative area for minimal food preparation such as heating or reheating food and beverages;
 - f. There shall be the appropriate number of licensed caregivers on site on a 24-hour basis to properly care for residents, per State of Colorado licensing requirements; and
 - g. The home shall comply with all other city, state, and federal laws and regulations.
-

(d) Public, Institutional, and Civic Uses

(1) Child Care Center

A child care center shall comply with the following conditions:

- a. The applicant shall provide documentation of preliminary approval from the State of Colorado, Department of Human Services; and
- b. Buffering of play areas through the use of fencing or a landscape screen in compliance with the height restrictions of this Code may be required when play areas are adjacent to residential uses.

(2) Child Day Care Home, Large

A large child day care home shall comply with the same requirements for a child care center in paragraph (1) above.

(e) Commercial Uses

(1) Kennel

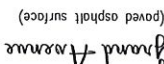
- a. All animals shall be confined within an enclosed area or on a leash at all times.
- b. All boarded animals shall be kept within a totally enclosed structure between the hours of 10:00 p.m. and 7:00 a.m.
- c. Any open or exercise run shall be at least 50 feet from any adjoining property in a residential zoning district.

(2) Sale of Produce or Plants Raised on Premises

- a. The sale of produce or plants shall only include those grown on-site.
- b. The sale of produce or plants shall not include marijuana or marijuana products.
- c. No permanent structures shall be erected for sale of produce or plants.

(3) Veterinarian Hospital or Clinic

A veterinarian hospital or clinic shall comply with the same requirements for a kennel in paragraph (1) above.



Sheet 1 of 1	Client: Yesenia Gonzalez		Date: Aug. 12, 2019
			.dwg file: 19.018.001
	Drawn By: S. Phelps	Job No.: 19.018	No. BY DATE REVISION DESCRIPTION

December 16, 2019

Re: Yesenia Gonzalez Special Use Permit
1713 Grand Avenue
Glenwood Springs, CO 81601

Dear City of Glenwood Springs City Council,
Any and all others involved and concerned,

Last November Yesenia Gonzalez was denied a Special Use Permit to provide a much needed personal, family-style caregiver home environment for a handful of seniors in her re-purposed residential home. Yesie's home is an ideal location for the type of elder care she wants to accommodate:

- Safety and compassionate care are foremost in Yesenia's proposal.
- 1713 Grand Avenue is directly across the street from Sayre Park.
- Yesie's home is steps away from the signaled pedestrian crosswalk.
- The location is within walking distance of Glenwood Medical Associates, Valley View Hospital, and many other medical services.
- Glenwood Ride and RFTA bus stops are only a sort walk away.
- Ample off-street parking for the number of residents proposed.
- Intimate common areas in the home as well as private spaces for residents will foster community as well as privacy.
- A huge fenced backyard is ideal for hands-on vegetable and flower gardens, relaxation, and summer yard games.

I am advocating again by mail for approval of Yesenia's Special Use Permit because my wife and I will likely not be able to physically attend her appeal in January. I cannot express the gratitude and good fortune to have had Yesie provide the care and boundless love she gave in the last four months of our father, Wally's de Beque's life. As her friend, I urge you to grant her Special Use Permit and make her dream come true...Glenwood should be so lucky to have an angel like Yesie provide care for our seniors.

Respectfully,



Hank van Berlo
21 Crystal Circle
carbondale, CO 81623

To whom it may concern:

I understand the application of Yesenia Gonzalez for a small group assisted living home has been denied and is under appeal. I understand that you fear losing a block of residential living along Grand Avenue. I would argue that this isn't a loss of residential living, it's simply an addition of a few residents. I understand that there is concern about elderly and impaired residents wandering into traffic. The people this home would benefit are residents and not patients. They are capable human beings who may need help with meals, housekeeping, and bathing. It used to be that these elderly folks were taken care of by families but families are more scattered now and family isn't always able to take in an elderly parent. And if you haven't experienced aging parents yet, I can tell you from experience that they don't go from being entirely independent to needing a nursing home over night. Yesenia is offering an alternative — place where they can continue to participate in the world with a little assistance for the daily activities that keep them healthy. Baby boomers are aging and there are a lot of us. We need places like what Yesenia is proposing. I've been watching south Grand Avenue change for 64 years. A small group home will have less impact than a hair salon where there is the potential for cars pulling in and out 8-10 times during the day. It would have less impact than a real estate office which would also have daily traffic and parking impacts. It would have less impact than a law office or a counseling center or a marijuana dispensary.

Yesenia has shared with me her plans for a group assisted living home. The residents would help plan the meals, participate in activities, and water and care for a garden. Instead of being alone all day, they would have card playing partners, someone to do a puzzle with or even just someone to watch tv with. I can say with absolute certainty that she would be manage a successful and exceptional home where older adults would not be isolated and hidden away from the world, but would be active participants in life in a safe and caring atmosphere. I encourage you to approve her application.

Sincerely,

M. Michelle de Beque
Carbondale, Colorado

Date: February 11, 2020

To: City of Glenwood Springs, CO
City Council

From: Marsha White
Basalt, CO

Re: Yesenia Gonzalez Special Use Permit
1713 Grand Ave.
Glenwood Springs, CO

Yesenia Gonzalez has been one of the most reliable, skilled, and hard-working aides I have had since I entered Hospice care. My medical condition poses serious challenges for caregivers, but Yesenia finds solutions for all of the difficulties she and I face together. She approaches problems with intelligence, careful planning, determination, grace, and a positive attitude. Of all the aides I have, Yesenia is the one who best anticipates what needs to be done, before even I think of it. She will use those same character traits to make the home she is proposing an organized, efficient, and pleasant place.

During my four decades as a professor, I became a good judge of character, and I can reassure you that Yesenia has an unwavering sense of responsibility, a strong work ethic, a sunny disposition, and a high degree of integrity. I am lucky to be able to live with my adult children, but if that were not the case, I would be looking for a group home run by someone as compassionate and dedicated as Yesenia Gonzalez. Her proposal before your Council has my full support, and I think the Grand Avenue neighborhood will be blessed by the presence of the home she envisions.

Christopher A. Luby
2810 Alta Court
Grand Junction, CO 81501

February 11, 2020

To whom it may concern:

I am writing to recommend Yesenia Gonzalez Hernandez. She has consistently proven herself to be a loyal, respectful and dedicated individual in both her personal and professional life. Having known her for 6 years, I can honestly say that she is a person who leads by example and hard work. Both her patients and her loved ones look up to Yesenia and are inspired by her commitment, work ethic and dedication.

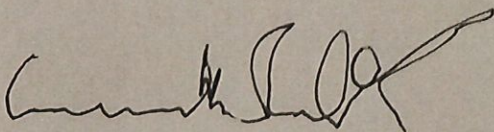
In both professional and personal realms, Yesenia is a leader. She is able to communicate with people both younger and older than her and to be positive and friendly. This adaptability, knowledge and discipline make her an ideal candidate to run her own assisted living facility. There is no project or task that she cannot complete. Yesenia is the definition of a go-getter.

She is always professional, kind, generous and very responsible. She is a person of good moral and caregiver oriented. Great multitasking woman and worker who will go the extra mile to achieve her goals.

If you have any further questions, please feel free to contact me at 970-216-4470 or gjbottomline@aol.com

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christopher A. Luby', with a stylized flourish at the end.

Christopher A. Luby

From:
To:
Subject: Fwd: To whom it may concern
Date: Saturday, November 16, 2019 12:47:20 PM

Recommendation

----- Forwarded message -----

From: Yesenia Gonzalez < >
Date: Wed, Nov 13, 2019 at 4:48 PM
Subject: Fwd: To whom it may concern
To: < >

Sent from my iPad

Begin forwarded message:

From: raquel baraka < >
Date: November 13, 2019 at 2:30:29 PM MST
To: Yesenia Gonzalez < >
Subject: To whom it may concern

I have known Yesenia Gonzalez for about three years now. She is a passionate and dedicated individual who is compassionate about elderly people. I think she is the right person to open up an assisting living business for those who may need this type of caring.

If you have any question, don't hesitate to contact me.

Sincerely,

Raquel Baraka

Chris Bergerud
PO Box 543
Snowmass, CO 81654
970.922.9020

11/14/2019

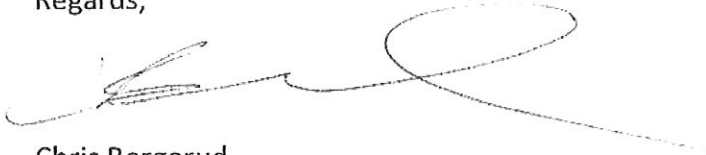
To whom it may concern:

This is a letter to wholeheartedly recommend Yesenia Gonzalez in her capacity as a home healthcare specialist. She cared for my father for approximately a year. In that time she helped him with day-to-day tasks, including errands, home maintenance, healthcare, meals and transportation. She has deep knowledge in elderly care, with a keen awareness of challenges her clients are facing.

My father trusted her like he has trusted no other professional before or since, considering her a good friend. She was able to maintain a professional relationship with Larry while at the same time truly caring for his welfare. There were times where she was the only one who could communicate difficult information to Larry in a way that he would listen and take action. In addition she was highly communicative with me, letting me know when there were health problems or other issues requiring my assistance.

Please feel free to contact me directly if I can answer further questions.

Regards,

A handwritten signature in black ink, appearing to be 'Chris Bergerud', with a large, stylized loop at the end.

Chris Bergerud

To: Glenwood Springs Planning and Zoning Commission

RE: Special Use Permit Application: Personal Care Boarding Home

Yesenia Gonzalez Hernandez, 1713 Grand Ave.

November 15, 2019

Dear Commissioners:

We are writing with strong support for the applicant, Yesenia Gonzalez, and support for the Personal Care Boarding Home permit.

We have known Yesenia for about a decade. We can attest to her character, honesty and competency. Yesenia is one of the hardest working people that we know. She has worked hard and well in the personal care industry while striving for improvement personally and professionally. She has worked hard and passed her GED as well as her CNA (Colorado Certified Nurses Aid). She has worked long and hard in the personal care business. Yesenia has had a goal of establishing a Personal Care Boarding Home.

The application should be approved for many reasons.

Glenwood has a need for a personal care boarding home. There are very limited spaces and options for this type of residential option and care. Many of our residents in need of such care have to leave Glenwood for other facilities as in Grand Junction. We have an aging population and the demand is increasing for aging in place and assisted type of living. The Glenwood Springs Strategic Plan encourages housing opportunities for the entire community. The Glenwood Springs Housing Commission endorses diverse housing opportunities including options for senior citizens.

This is a form of residential use and would be compatible with the surrounding area on Grand Avenue. There would be little if any noticeable or increased impact on the neighborhood. There is adequate parking and there would be relatively little auto activity in and out of the property. Perhaps less than as a current single-family home.

This special use would actually increase the health, safety and welfare of the residents of the community who use the facility.

You have before you a very qualified and competent applicant with a request for a use that is needed in the community, consistent with the comprehensive plan and compatible with the surrounding area while providing a significant benefit to the community.

We encourage you to approve the application with any necessary conditions as suggested by city staff.

Thank you.

Sumner Schachter and Michele Diamond

1204 Blake Ave. Glenwood Springs, CO

November 15, 2019

To Whom It May Concern:

This letter is my recommendation of Yesenia Gonzales.

I knew Yesenia when I lived in Glenwood Springs, Colorado.

I tutored her in math at Colorado Mountain College in Glenwood Springs, Colorado.

I found Yesenia to be a smart fast learner.

She was prompt in her attendance during our scheduled tutoring sessions.

Her willingness to learn inspired me to give her higher challenges in math.

Yesenia used her friendliness skills to assist other students in our sessions.

Many students owe their math success to Yesenia's long patience and ability to communicate her skills to them.

I believe Yesenia will be an asset to anything she puts her mind to as well as her skills.

You can contact me regarding Yesenia, anytime. I am so pleased with her.

Sincerely,

Irvin L. Tilley
741 Hanover Dr.
Orem, Utah, 84058
208-219-1234

November 15, 2019

To Whom It May Concern:

This letter is my personal recommendation for Yesenia Gonzales. I have known Yesenia since 2003 in Glenwood Springs, Colorado.

We worked together from 2008 to 2010 in Heritage Park Care Center, Glenwood Springs, Colorado.

Yesenia is intelligent, polite and willing to help everyone. She always took extra time to spend with patients when the needs were more than was required by the patient's physical therapy. Yesenia can be trusted to be a self-starter in any job she is trained to do. I have always known Yesenia to be cheerful and dependable. Yesenia cared for my friends' father for approximately a year. In that time she helped him with day-to-day tasks, including errands, home maintenance, healthcare, meals and transportation. Yesenia has deep knowledge in elderly care, with keen awareness of challenges her clients are facing.

My friends' father trusted Yesenia like he has never trusted no other professional before or since, considering her a good friend. She was able to maintain a professional relationship with the father while at the same time truly caring for his welfare. There were times where Yesenia was the only one who could communicate difficult information to the father in a way that he would listen and take action.

In addition, Yesenia was highly communicative with me, letting me know when there were health problems or other issues requiring my assistance.

Please feel free to contact me directly if I can answer future questions.

Sincerely,

Dora G Tilley

741 Hanover Dr., Orem, Utah, 84058

970-309-5584

Glenwood Springs Planning and Zoning

RE: Yesenia Gonzales 1713 Grand Ave
Residential Care Home

November 18, 2019

Dear P & Z,

I strongly recommend Yesenia for approval for a long term care home in Garfield County. There is a huge need for residents to remain in their community and not be moved to Front Range or Grand Junction. The population is growing and as we all age none of us want to be moved out of our community.

I have known Yesenia for 5 years and witnessed her loving care to a client with acceptance love and her gentle encouragement every time I saw her in action. I feel by opening her home to a small number of seniors or handicapped individuals that need her loving care & guidance would be a wonderful thing for Garfield County to do, they could not find a better person to do this. She has training, but mostly she has deep love for all people. Seniors is where her passion lies and her patients genuinely love her. We would be very lucky to have her home able to accommodate these folks. One day any of us could need this care and I would love to reside at her home, when or if the need arises.

I feel the home would provide a lot less impact to Grand avenue than other homes that have multiple vehicles parked in front of them. There would be a lot less noise than most residences. It is easy to say and be NIMBY (not in my back yard), but this would be a wonderful place to reside. It would be a perfect spot with a nice back yard as well as nice rooms for the residence.

I urge you to consider this home and the Remarkable Yesenia Gonzales as your next residential home in Garfield County. Please contact me should the need arise I can be reached at 970-309-5293.

Sincerely,

Diane Welter

Diane Welter
Executive Director
Your Friends For Life

Chris Bergerud
PO Box 543
Snowmass, CO 81654
970.922.9020

11/14/2019

To whom it may concern:

This is a letter to wholeheartedly recommend Yesenia Gonzalez in her capacity as a home healthcare specialist. She cared for my father for approximately a year. In that time she helped him with day-to-day tasks, including errands, home maintenance, healthcare, meals and transportation. She has deep knowledge in elderly care, with a keen awareness of challenges her clients are facing.

My father trusted her like he has trusted no other professional before or since, considering her a good friend. She was able to maintain a professional relationship with Larry while at the same time truly caring for his welfare. There were times where she was the only one who could communicate difficult information to Larry in a way that he would listen and take action. In addition she was highly communicative with me, letting me know when there were health problems or other issues requiring my assistance.

Please feel free to contact me directly if I can answer further questions.

Regards,

A handwritten signature in black ink, appearing to be 'Chris Bergerud', with a large, stylized loop at the end.

Chris Bergerud



Planning & Zoning Commission Staff Report

Date: November 26, 2019

To: Planning & Zoning Commission

From: Gretchen Ricehill, Asst. Director Community Development Dept.

Subject: #33-19- Special Use Permit – Personal Care Boarding Home

REQUEST	Consideration of a request for a special use permit to operate a personal care boarding home within an existing single-family residence
APPLICANT	Yesenia Gonzalez Hernandez
OWNER	Yesenia Gonzalez
ZONE	RM1-Residential Medium Density
LOCATION:	1713 Grand Avenue Lot 29 Block 2, South Park Addition
SURROUNDING LAND USES	North: Residential South: Residential East: Park West: Residential
LOT SIZE	7,700 square feet

ACTION ITEM SUMMARY

Action 1: Consideration of a Special Use Permit to allow the operation of a personal care boarding home at 1713 Grand Avenue.

Staff Recommendation:

Staff recommends that the Commission **approve** the special use permit with suggested findings on pages 5 and 6 and suggested conditions on page 6 of this report.

PROJECT SUMMARY

Yesenia Gonzalez Hernandez proposes to convert her single-family home at 1713 Grand Avenue to a Personal Care Boarding Home and provide care for up to six seniors. "Personal Care Boarding" is a use that was added to the Municipal Code in 2006 and is defined as:

An assisted living residence that provides room and board to not less than three and not more than six adults 18 years of age or older and who, because of impaired capacity for independent living, elect protective oversight, personal services, and social care but do not require 24 hour nursing or medical area. Personal care boarding homes shall not serve clients requiring a secured environment as defined by 6 CCR 1011-1, Section 1.1.2, as shall not include residential facilities for those living together as a result of prior criminal offenses.

The use is allowed in the city's residential and commercial zoning districts by special review. The intent of personal care boarding is to provide a residential home environment for people that may need personal assistance in their daily living but that do not require 24-hour nursing assistance.

Currently, the Harmony House at 1045 Park West Drive is only Personal Care Boarding Home in operation in Glenwood Springs.



GoogleEarth Photograph



SPECIAL REVIEW

When reviewing special use applications for this type of facility, the Municipal Code requires compliance with general performance standards as well as seven criteria that are specific to Personal Care Boarding Homes.

Attached for your review is the owner's narrative description addressing each criterion and performance standard as well as providing several supportive statements from the Comprehensive Plan. Following is staff's analysis of the proposal

General Performance Standards

Following is a summary of the general performance standards that apply to all special review uses (reference 070.030.030):

- **Air quality:** ensures that uses that emit any air contaminant as defined by federal, state or county governments complies with all applicable emission standards.
- **Hazardous Materials Storage and Use:** regulates uses that store or use hazardous materials in excess of exempt or maximum amounts allowed under the building or fire codes. The proposed use may require storage of oxygen tanks. The location and method of storage is regulated by the State and the 2015 Fire Code.
- **Excessive Heat & Humidity:** prohibits unreasonable or unnecessary emission of heat or humidity at the property line.
- **Odors:** provides that uses that produce regular or frequent odors detectable beyond the property line may be prohibited if the odor is a known health risk or if the Director judges that the odor is harmful to the rights of others to enjoy their property.
- **Light & Glare:** requires that the use complies with the exterior lighting code (070.040.100)
- **Noise:** ensures that uses comply with noise regulations (100.070).
- **Vibration:** prohibits regular and frequent vibrations at the property line.

The proposed Personal Care Boarding Home use is not expected to have any impact to surrounding properties over and above that of a normal single-family home.

Personal Care Boarding Home Special Use Criteria

Below is a list of seven criteria that apply specifically to personal care boarding home uses (reference 070.030.030(c)(4)):

1. **The applicant shall provide evidence of preliminary approval by the State of Colorado, Department of Public Health & Environment.**

Ms. Gonzalez Hernandez is concurrently applying for her special use permit through the City and her licensure with the State of Colorado. If the Commission approves the special use permit, staff recommends adding the following condition of approval: Prior to opening the home to residents or clients, the applicant/owner shall provide the Community Development Department with evidence of licensure approval by the State of Colorado, Department of Public Health & Environment.

2. **No structural or exterior decorative additions shall be allowed that will alter the residential character of the home or be otherwise incompatible with surrounding residences, except for those necessary to provide accessibility meeting ADA requirements.**

In her narrative, Ms. Gonzalez Hernandez provided a list of exterior and interior home improvements including adding a ramp and handrails to the deck; creating to additional bedrooms in the basement; installing an air conditioning system; and installing a fire suppression system. As part of the licensure process, the State Department of Public Health & Environment will inspect the home. There may be additional improvements needed based on this inspection. All work is subject to the 2015 International Building Code and, prior to commencement of construction, the owner will be required to submit a building permit application for review and approval of the City's Building Official.

3. No other similar home-based use shall be allowed on the property including child or adult day care and boarding homes.

Other than the management required to operate the Personal Care Boarding Home, there will be no other home-based business on site.

4. Residents, exclusive of employed caregivers, shall not have their own personal vehicles on site, including the public street.

The home has a driveway that is 32 feet wide x 32 feet long, which is sufficient to accommodate up to three vehicles. The owner indicated in her narrative that three individuals will provide care to the residents (Ms. Gonzalez Hernandez and two other caregivers). Ms. Gonzalez Hernandez clarified for staff that there will be only one caregiver on site at any given time, except for shift changes. Further, the residents will not be allowed to have their personal vehicles. The on-site parking should accommodate the caregiver(s) as well as any guests that may visit from time to time.

5. The home shall have one kitchen and there shall be no provision for cooking in any other room, other than providing an alternative area for minimal food preparation such as heating or reheating food and beverages

As indicated in the project narrative, all cooking will occur in the existing kitchen. No cooking will be allowed in the bedrooms.

6. There shall be the appropriate number of licensed caregivers on site on a 24-hour basis to properly care for residents, per State of Colorado licensing requirements.

Ms. Gonzalez Hernandez indicated that one licensed caregiver will be on site at all times.

7. The home shall comply with all other city, state, and federal laws and regulations

The home requires a few upgrades necessary to comply with city and state requirements. Specifically, this includes adding a fire suppression system and constructing a ramp and handrails on the rear deck. It is important to note that the state regulates all aspects of assisted living facilities. Additional physical modifications may be required as part of the state review and approval process.

Comprehensive Plan

Ms. Gonzalez Hernandez' application noted how her proposal met several goals from the 2011 Comprehensive Plan including:

- Maintaining/enhancing social sustainability
- Providing housing opportunities for the entire community
- Preserving small town character
- Supporting social diversity

Staff adds that the Comprehensive Plan encouraged planning for senior housing. It “recognized that the retiree population will grow at a disproportionately high rate for at least the next 15 years and that housing specifically designed for seniors should be a key component of a comprehensive housing approach.” (p.75)

REVIEWING AGENCY COMMENTS

Staff distributed the application to city departments for review and comment. Comments were received from Police, Engineering and Public Works departments:

- Engineering commented that placement of any work materials (including dumpsters) must be on private property and not in the right-of-way.
- Police expressed no concern for the proposed use;
- Water/Wastewater expressed concern about the size of the existing water service to support a fire sprinkler system. Upgrading of the existing service would require trenching in the Grand Avenue/Highway 82 right-of-way. The owner contacted a fire sprinkler design firm to discuss alternatives. The design firm submitted a proposal to install an automatic fire sprinkler system that utilized a 300-gallon water supply tank and pump system. The owner plans to locate the tank in the basement of the home.

In addition to department comments, staff received correspondence from individuals expressing support and opposition to the proposal. These are attached for review. Staff notes that one of the correspondences, a letter from Mr. Edward Mulhall, referred to subdivision covenants which appear to prohibit the proposed use. The South Park subdivision covenants were adopted and recorded in 1950. The covenants state that properties “shall be used only for residential purposes...”. As the Commission is aware, the City does not enforce private covenants. Nevertheless, it is important to note that according to Municipal Code Title 070, Personal Care Boarding Homes are categorized as a type of residential use in Table 030.1-Table of Allowed Uses.

REQUIRED ACTIONS

Action 1: Consideration of a Special Use Permit to allow the operation of a personal care boarding home at 1713 Grand Avenue.

Action Alternatives

The Commission may approve, approve with conditions, or deny the special use permit application in accordance with the seven approval criteria listed on pages 4 and 5 of this report. The Commission may also continue the application with a request that the applicant provide specific additional information.

Staff Recommendation:

Staff recommends that the Commission approve the special use permit with suggested findings on pages 5 and 6 and suggested conditions on page 6 of this report.

Suggested Findings:

1. The proposed use is in compliance with the Comprehensive Plan in that it maintains the city’s small town character while providing housing opportunities for seniors and supporting social diversity within the neighborhood;
2. The proposed use complies with performance standards listed in 070.030.030 of the Municipal Code; and,

3. The proposed use complies with use-specific conditions listed in 070.030.030(c)(4) of the Municipal Code.

Suggested Conditions:

1. Prior to issuance of the Special Use Permit the owner shall:
 - a. Provide evidence of licensure approval by the State of Colorado, Department of Public Health & Environment;
 - b. Apply for and receive a building permit application for all construction work at the home as required by the 2015 International Building Code;
 - c. Pay all system improvement fees that shall be due. Fees shall be calculated by the Community Development Department upon submission of the building permit application.
2. No structural or exterior decorative additions shall be allowed that will alter the residential character of the home or be otherwise incompatible with surrounding residences, except for those necessary to provide accessibility meeting ADA requirements.
3. No other similar home-based use shall be allowed on the property including child or adult day care and boarding homes.
4. Residents, exclusive of employed caregivers, shall not have their own personal vehicles on site, including the public street.
5. The home shall have one kitchen and there shall be no provision for cooking in any other room, other than providing an alternative area for minimal food preparation such as heating or reheating food and beverages.
6. There shall be the appropriate number of licensed caregivers on site on a 24-hour basis to properly care for residents, per State of Colorado licensing requirements.
7. The home shall comply with all other city, state, and federal laws and regulations.
8. No signage shall be present other than that allowed under Municipal Code section 070.040.110-Signs.

Water/Wastewater (W/WW) Department Comments

Planning Item: 33-19 Special Use Permit- Personal Care Boarding Home
Applicant: Yesenia Gonzalez
Owner: Yesenia Gonzalez
Location: 1713 Grand Ave
Parcel: 2185 161 12 028
Date of Comments: 9/4/19

The following are W/WW Department comments based on a review of the application package (note: application package was not dated).

Project Understanding

- We understand that the applicant is requesting special use permit for a proposed personal care boarding home located at 1713 Grand Ave. The existing single family residence will be modified to include two additional bedrooms along with several other miscellaneous improvements.

W/WW Department Comments

Water Service

- We understand that the City of Glenwood Fire Department will require this facility to have a fire sprinkler system. The existing water service for this property is likely not large enough to serve a fire sprinkler system.
- If an upsized tap is needed, the nearest water main is located on the eastern side of Grand Ave (Hwy 82). Be aware that the cost to install a new tap in Grand Ave. may be high. Costs will likely be high due to: 1) traffic control requirements that must meet CDOT specification on a highway and 2) a concrete section of the highway will need to be cut out and repaired in accordance with CDOT specifications (the concrete in the area is very thick). The W/WW department encourages the applicant to consult with a qualified contractor to better define installation costs.
- The applicant is responsible for all costs required to install a new water tap, including applicable system improvements fees and tap fees. Please contact the City Community Development department regarding the improvement fees and the City W/WW Department regarding tap fees.
- If the existing water service is abandoned as part of this project, the applicant must abandon the tap at the main in accordance with City's engineering standards
- Any water service used for fire protection must be designed, installed, and tested to meet NFPA 24 requirements. Prior to construction, **an engineered detail of the fire service line must be submitted to the City for review and approval.** At a minimum, the detail must show the following: 1) a plan and profile view of the piping alignments

extending from the tap location to the building interior penetration, 2) materials of construction, 3) thrust restraint locations and specifications, 4) a comment indicating that the design conforms to all NFPA 24 requirements, 5) a note indicating that the service line must be pressure- and flow-tested in accordance with NFPA 24, and 6) the stamp and signature of the Professional Engineer (PE) certifying the design.

- The applicant is responsible for providing the City with a signed copy of the completed “*Contractor’s Material and Testing Certificate for Underground Piping*” form (attached) prior to issuance of a Certificate of Occupancy. This form certifies that the service line was designed, installed, and tested in accordance with all NFPA 24 requirements.
- Only City W/WW staff shall perform work on the water main. In certain circumstances, the City may allow a contractor to install a tap, but only when under the direct supervision of W/WW staff. Tap requests shall be scheduled with the W/WW department at least 48 hours in advance but we recommend that you begin coordinating with the department as soon as possible.

Sanitary Sewer.

- Sanitary sewer service will not be modified as part of this project.

Water Meters.

- All services must be metered.
- Meter accounts must be set up and the meter purchased through the City’s finance department before meters will be issued.
- Water meters must be installed per manufacturer’s requirements. They may be subjected to performance testing before being accepted by the City.
- Water meters must be installed in a location that can be accessed by the City for inspection and future maintenance. Refer to the attached schematic for meter installation instructions, including additional requirements for isolation valves, pressure reducing valves, and cross-connection devices (see attached water meter installation schematic). Note that if the water system pressure exceeds 80 psi, a pressure reducing valve must be installed downstream of the water meter.
- A water meter inspection must be performed by City staff before a certificate of occupancy will be issued. We recommend that you contact the W/WW department to discuss specific requirements as soon as possible to avoid an unforeseen installation issues.

Cross-connection Control.

- A City-approved cross-connection/ backflow device must be installed on water service lines if a hazard exists. **This project requires that a cross connection/backflow prevention hazard survey be completed (by the City) before a certificate of occupancy will be issued.**
- At the customer’s request, W/WW Department staff will perform an initial Cross Connection Hazard Survey and provided preliminary recommendations during the planning phases of the project. Upon completion of the project, a follow-up inspection of the property is required (per State law) to ensure that acceptable backflow devices have been properly installed and tested. We recommend that you contact the W/WW

department to discuss specific requirements as soon as possible to avoid unforeseen installation issues during the construction phase.

- Please note that backflow prevention devices cannot be installed below grade per International Plumbing Code (IPC). In addition, certain backflow prevention devices require drainage requirements. We encourage the customer to consider these requirements and address them during the design phase of the project.

General.

- All publicly-owned or maintained water and sewer infrastructure must meet the requirements of the City's engineering standards. The current version can be found at the following link: <http://cogs.us/EngineeringStandards>.
- A right-of-way permit is required for this project. Please contact the City's engineering department to obtain the permit application.
- Per Colorado 811 and City requirements, tracer wire and utility warning tape shall be installed with all underground water and sewer infrastructure.
- Any water/sewer separation distances and crossings must meet State (i.e., CDPHE) and City requirements.

W/WW Department Contact Information:

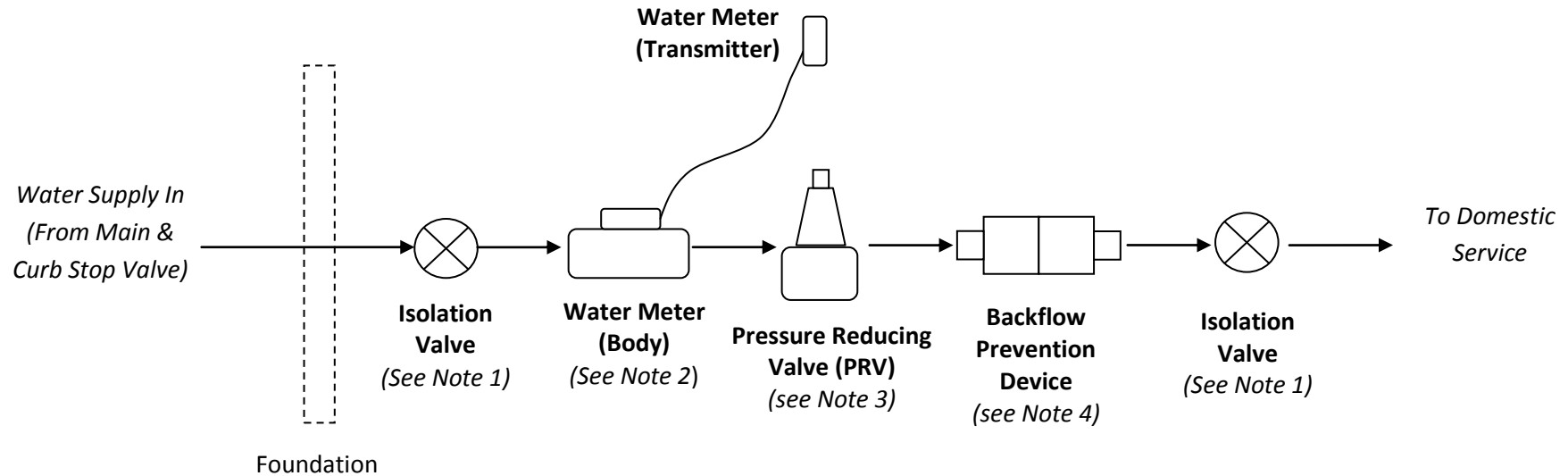
- o Horacio Diaz – 379-1974 (Sewer Services & Taps)
- o Mike Hoffman – 989-3902 (Water Services & Taps, Cross Connections, Water Meter Inspections)
- o Brad Zachman – 384-6388 (General Information)
- o Utility Billing – 384-6400 (Account setup; Water Meter Purchase)
- o Community Development Department – 384-6411 (Improvements Fees)

Attachments:

- o Water Meter Installation Schematic

Water Meter Installation Schematic

Glenwood Springs Water Department



Notes:

1. It is strongly recommended that isolation valves be installed at the locations shown. These valves allow for the water supply to be shut off during repairs or for replacement of the water meter equipment.
2. To assure accurate measurements, water meters must be installed per manufacturer's specific instructions. Contact the City's Water Department for a copy of these instructions or if you have any questions regarding the installation requirements.
3. A pressure reducing valve (PRV) regulates incoming pressure from the main. A PRV is recommended for all installations, but is required for all services that are fed off of water mains with static water pressure of 80 psi or greater. Contact the water department (**384-6344 or 989-3902**) for more information regarding the static water main pressure that serves your property.
4. A backflow prevention device protects the City's water supply from contamination or pollution due to backflow conditions. Please contact the City's cross connection technicians (**384-6345**) to discuss specific backflow prevention requirements and installation procedures.
5. Requests for water meters can be initiated by contacting the City's Utility Billing Office (**384-6400**). Once payment is made, water meters can be picked up from the Water Department at 401 7th St. (**384-6344 or 989-3902**).
6. Contact the Water Department to schedule a final inspection of the meter (**384-6344 or 989-3902**) and the backflow device (**384-6345**).

Updated June 2016

Contractor's Material and Test Certificate for Underground Piping			
PROCEDURE Upon completion of work, inspection and tests shall be made by the contractor's representative and witnessed by an owner's representative. All defects shall be corrected and system left in service before contractor's personnel finally leave the job. A certificate shall be filled out and signed by both representatives. Copies shall be prepared for approving authorities, owners, and contractor. It is understood the owner's representative's signature in no way prejudices any claim against contractor for faulty material, poor workmanship, or failure to comply with approving authority's requirements or local ordinances.			
Property name		Date	
Property address			
Plans	Accepted by approving authorities (names)		
	Address		
	Installation conforms to accepted plans ☐ Yes ☐ No		
	Equipment used is approved ☐ Yes ☐ No		
Instructions	If no, state deviations		
	Has person in charge of fire equipment been instructed as to location of control valves and care and maintenance of this new equipment? ☐ Yes ☐ No If no, explain		
Location	Have copies of appropriate instructions and care and maintenance charts been left on premises? ☐ Yes ☐ No If no, explain		
	Supplies buildings		
Underground pipes and joints	Pipe types and class		Type joint
	Pipe conforms to _____ standard		☐ Yes ☐ No
	Fittings conform to _____ standard		☐ Yes ☐ No
	If no, explain		
Test description	Joints needing anchorage clamped, strapped, or blocked in accordance with _____ standard ☐ Yes ☐ No If no, explain		
	Flushing: Flow the required rate until water is clear as indicated by no collection of foreign material in burlap bags at outlets such as hydrants and blow-offs. Flush at one of the flow rates as specified in 10.10.2.1.3. Hydrostatic: All piping and attached appurtenances subjected to system working pressure shall be hydrostatically tested at 200 psi (13.8 bar) or 50 psi (3.5 bar) in excess of the system working pressure, whichever is greater, and shall maintain that pressure ± 5 psi (0.35 bar) for 2 hours. Hydrostatic Testing Allowance: Where additional water is added to the system to maintain the test pressures required by 10.10.2.2.1, the amount of water shall be measured and shall not exceed the limits of the following equation (for metric equation, see 10.10.2.2.6): $L = \frac{SD\sqrt{P}}{148,000}$ L = testing allowance (makeup water), in gallons per hour S = length of pipe tested, in feet D = nominal diameter of the pipe, in inches P = average test pressure during the hydrostatic test, in pounds per square inch (gauge)		
Flushing tests	New underground piping flushed according to _____ standard by (company) ☐ Yes ☐ No If no, explain		
	How flushing flow was obtained ☐ Public water ☐ Tank or reservoir ☐ Fire pump		Through what type opening ☐ Hydrant butt ☐ Open pipe
	Lead-ins flushed according to _____ standard by (company) ☐ Yes ☐ No If no, explain		
	How flushing flow was obtained ☐ Public water ☐ Tank or reservoir ☐ Fire pump		Through what type opening ☐ Y connection to flange and spigot ☐ Open pipe

© 2012 National Fire Protection Association

NFPA 24 (p. 1 of 2)

FIGURE 10.10.1 Sample of Contractor's Material and Test Certificate for Underground Piping.

Hydrostatic test	All new underground piping hydrostatically tested at _____ psi for _____ hours		Joints covered ☐ Yes ☐ No	
Leakage test	Total amount of leakage measured _____ gallons _____ hours			
	Allowable leakage _____ gallons _____ hours			
Forward flow test of backflow preventer	Forward flow test performed in accordance with 10.10.2.5.2: ☐ Yes ☐ No			
Hydrants	Number installed	Type and make	All operate satisfactorily ☐ Yes ☐ No	
Control valves	Water control valves left wide open If no, state reason		☐ Yes ☐ No	
	Hose threads of fire department connections and hydrants interchangeable with those of fire department answering alarm		☐ Yes ☐ No	
Remarks	Date left in service			
Signatures	Name of installing contractor			
	Tests witnessed by			
	For property owner (signed)	Title	Date	
	For installing contractor (signed)	Title	Date	
Additional explanation and notes				
© 2012 National Fire Protection Association NFPA 24 (p. 2 of 2)				

FIGURE 10.10.1 Continued

From: [Yesenia Gonzalez](#)
To: [Gretchen E Ricehill](#)
Subject: Fwd: To whom it may concern
Date: Saturday, November 16, 2019 12:47:20 PM

Recommendation

----- Forwarded message -----

From: **Yesenia Gonzalez** <y.gonzalez1713@gmail.com>
Date: Wed, Nov 13, 2019 at 4:48 PM
Subject: Fwd: To whom it may concern
To: <irlandagonzalez2000@gmail.com>

Sent from my iPad

Begin forwarded message:

From: raquel baraka <raquelcruel@yahoo.com>
Date: November 13, 2019 at 2:30:29 PM MST
To: Yesenia Gonzalez <y.gonzalez1713@gmail.com>
Subject: To whom it may concern

I have known Yesenia Gonzalez for about three years now. She is a passionate and dedicated individual who is compassionate about elderly people. I think she is the right person to open up an assisting living business for those who may need this type of caring.

If you have any question, don't hesitate to contact me.

Sincerely,

Raquel Baraka
(732) 770-1295

[Sent from Yahoo Mail for iPhone](#)

Chris Bergerud
PO Box 543
Snowmass, CO 81654
970.922.9020

11/14/2019

To whom it may concern:

This is a letter to wholeheartedly recommend Yesenia Gonzalez in her capacity as a home healthcare specialist. She cared for my father for approximately a year. In that time she helped him with day-to-day tasks, including errands, home maintenance, healthcare, meals and transportation. She has deep knowledge in elderly care, with a keen awareness of challenges her clients are facing.

My father trusted her like he has trusted no other professional before or since, considering her a good friend. She was able to maintain a professional relationship with Larry while at the same time truly caring for his welfare. There were times where she was the only one who could communicate difficult information to Larry in a way that he would listen and take action. In addition she was highly communicative with me, letting me know when there were health problems or other issues requiring my assistance.

Please feel free to contact me directly if I can answer further questions.

Regards,

A handwritten signature in black ink, appearing to be 'Chris Bergerud', with a long, sweeping horizontal line extending to the right.

Chris Bergerud

Edward Mulhall, Jr.

1729 Grand Avenue, Glenwood Springs, CO 81601

970.945.7289, emulhall@rof.net

November 15, 2019

Planning and Zoning Commission
City of Glenwood Springs
101 West 8th St.
Glenwood Springs, CO 81601

Re: Zoning Special Use Permit for Personal Care Boarding Home, Lot 29 Block 2,
South Park Subdivision (1713 Grand Avenue)

Ladies and Gentlemen:

Responsive to the public notice, notice recipients and as owners of Lot 25 Block 2 in the South Park Subdivision, please consider my and my wife's (Janet E.) OBJECTION to the foregoing special use permit application. Please consider our objection in your deliberation.

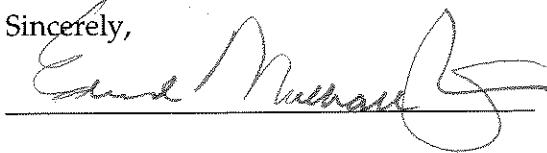
I am authorized to state the owners of Lot 26 Block 2 of the Subdivision (1725 Grand), John Patrick and June A. Copenhaver, also object to the proposed special use authorization and do so with this communication.

We recognize the plenary authority of the municipality to direct and regulate land-use within its territory. We are disappointed that this authority transcends long standing restrictions that formed this neighborhood's character. The covenants created in 1951 that remain in effect restrict Subdivision land use "for residential purposes and for no other purposes whatsoever, and no building shall be erected ... other than one detached single-family dwelling ... " That restriction is incompatible with operating a boarding house.

We feel the purposes established by the recorded covenants affecting every residential ownership in this subdivision should be respected not by just the other owners but by the municipality that annexed the Subdivision with these covenants adopted, recorded and in place. While there may be a public need and the applicant's skills and willingness are commendable, we believe recorded, established neighborhood restrictions should be accorded an effect equal to if not greater than general, otherwise permissible special use zoning applications. Legally and respectfully a zoned special use should not be applied in such a way that it repeals recorded use restrictions.

Thank you for your consideration.

Sincerely,



To: Glenwood Springs Planning and Zoning Commission

RE: Special Use Permit Application: Personal Care Boarding Home

Yesenia Gonzalez Hernandez, 1713 Grand Ave.

November 15, 2019

Dear Commissioners:

We are writing with strong support for the applicant, Yesenia Gonzalez, and support for the Personal Care Boarding Home permit.

We have known Yesenia for about a decade. We can attest to her character, honesty and competency. Yesenia is one of the hardest working people that we know. She has worked hard and well in the personal care industry while striving for improvement personally and professionally. She has worked hard and passed her GED as well as her CNA (Colorado Certified Nurses Aid). She has worked long and hard in the personal care business. Yesenia has had a goal of establishing a Personal Care Boarding Home.

The application should be approved for many reasons.

Glenwood has a need for a personal care boarding home. There are very limited spaces and options for this type of residential option and care. Many of our residents in need of such care have to leave Glenwood for other facilities as in Grand Junction. We have an aging population and the demand is increasing for aging in place and assisted type of living. The Glenwood Springs Strategic Plan encourages housing opportunities for the entire community. The Glenwood Springs Housing Commission endorses diverse housing opportunities including options for senior citizens.

This is a form of residential use and would be compatible with the surrounding area on Grand Avenue. There would be little if any noticeable or increased impact on the neighborhood. There is adequate parking and there would be relatively little auto activity in and out of the property. Perhaps less than as a current single-family home.

This special use would actually increase the health, safety and welfare of the residents of the community who use the facility.

You have before you a very qualified and competent applicant with a request for a use that is needed in the community, consistent with the comprehensive plan and compatible with the surrounding area while providing a significant benefit to the community.

We encourage you to approve the application with any necessary conditions as suggested by city staff.

Thank you.

Sumner Schachter and Michele Diamond

1204 Blake Ave. Glenwood Springs, CO

November 15, 2019

To Whom It May Concern:

This letter is my recommendation of Yesenia Gonzales.

I knew Yesenia when I lived in Glenwood Springs, Colorado.

I tutored her in math at Colorado Mountain College in Glenwood Springs, Colorado.

I found Yesenia to be a smart fast learner.

She was prompt in her attendance during our scheduled tutoring sessions.

Her willingness to learn inspired me to give her higher challenges in math.

Yesenia used her friendliness skills to assist other students in our sessions.

Many students owe their math success to Yesenia's long patience and ability to communicate her skills to them.

I believe Yesenia will be an asset to anything she puts her mind to as well as her skills.

You can contact me regarding Yesenia, anytime. I am so pleased with her.

Sincerely,

Irvin L. Tilley

741 Hanover Dr.

Orem, Utah, 84058

208-219-1234

November 15, 2019

To Whom It May Concern:

This letter is my personal recommendation for Yesenia Gonzales. I have known Yesenia since 2003 in Glenwood Springs, Colorado.

We worked together from 2008 to 2010 in Heritage Park Care Center, Glenwood Springs, Colorado.

Yesenia is intelligent, polite and willing to help everyone. She always took extra time to spend with patients when the needs were more than was required by the patient's physical therapy. Yesenia can be trusted to be a self-starter in any job she is trained to do. I have always known Yesenia to be cheerful and dependable. Yesenia cared for my friends' father for approximately a year. In that time she helped him with day-to-day tasks, including errands, home maintenance, healthcare, meals and transportation. Yesenia has deep knowledge in elderly care, with keen awareness of challenges her clients are facing.

My friends' father trusted Yesenia like he has never trusted no other professional before or since, considering her a good friend. She was able to maintain a professional relationship with the father while at the same time truly caring for his welfare. There were times where Yesenia was the only one who could communicate difficult information to the father in a way that he would listen and take action.

In addition, Yesenia was highly communicative with me, letting me know when there were health problems or other issues requiring my assistance.

Please feel free to contact me directly if I can answer future questions.

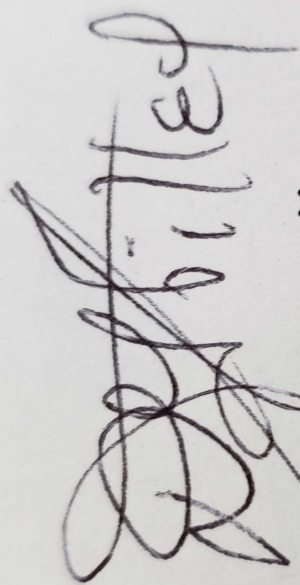
Sincerely,

Dora G Tilley

741 Hanover Dr., Orem, Utah, 84058

970-309-5584

Sincerely,



Dora G Tilley

741 Hanover Dr., O

970-309-5584

Glenwood Springs Planning and Zoning

RE: Yesenia Gonzales 1713 Grand Ave
Residential Care Home

November 18, 2019

Dear P & Z,

I strongly recommend Yesenia for approval for a long term care home in Garfield County. There is a huge need for residents to remain in their community and not be moved to Front Range or Grand Junction. The population is growing and as we all age none of us want to be moved out of our community.

I have known Yesenia for 5 years and witnessed her loving care to a client with acceptance love and her gentle encouragement every time I saw her in action. I feel by opening her home to a small number of seniors or handicapped individuals that need her loving care & guidance would be a wonderful thing for Garfield County to do, they could not find a better person to do this. She has training, but mostly she has deep love for all people. Seniors is where her passion lies and her patients genuinely love her. We would be very lucky to have her home able to accommodate these folks. One day any of us could need this care and I would love to reside at her home, when or if the need arises.

I feel the home would provide a lot less impact to Grand avenue than other homes that have multiple vehicles parked in front of them. There would be a lot less noise than most residences. It is easy to say and be NIMBY (not in my back yard), but this would be a wonderful place to reside. It would be a perfect spot with a nice back yard as well as nice rooms for the residence.

I urge you to consider this home and the Remarkable Yesenia Gonzales as your next residential home in Garfield County. Please contact me should the need arise I can be reached at 970-309-5293.

Sincerely,

Diane Welter

Diane Welter
Executive Director
Your Friends For Life

From: [Jennifer Ooton](#)
To: [Gretchen E Ricehill](#)
Subject: FW: 1713 Grand Ave Special Use Permit
Date: Tuesday, November 19, 2019 4:07:45 PM

From: Paula Stepp <paula.stepp@cogs.us>
Sent: Tuesday, November 19, 2019 3:19 PM
To: Debra Figueroa <debra.figueroa@cogs.us>; Jennifer Ooton <jenn.ooton@cogs.us>
Subject: Re: 1713 Grand Ave Special Use Permit

Hi Debra and Jenn

Can I get more information about this? Is there someone at city hall who can talk to Al and Carla about their concerns?

Paula

Get [Outlook for iOS](#)

From: AL CARLA WESTERMAN <ACwesterman@msn.com>
Sent: Monday, November 18, 2019 4:37:07 PM
To: Paula Stepp <paula.stepp@cogs.us>
Subject: 1713 Grand Ave Special Use Permit

Dear Paula,

My husband and I are the property owners at 103 Park Drive, GWS. This past week we received in the mail, a Public Notice from Yesenia Gonzales Hernandez, the homeowner at 1713 Grand Avenue.

The back yard of our home at 103 Park Drive, abuts the back yard of Ms. Hernandez's home at 1713 Grand Ave.

Ms. Hernandez is requesting a Special Use Permit for a Personal Care Boarding home at her residence. My husband and I are opposed to this request. We have observed that there are currently at least 4-6 persons that already occupy this residence. Ms. Hernandez's permit request is asking for an additional maximum of 6 more residents to be able to occupy her home. These additional people would be elderly residents that Ms. Hernandez says would be cared for by her and her employees.

We feel that Ms. Hernandez's home is not large enough, nor presumably, ADA compliant to be able to sufficiently meet the needs of these additional residents in her home. We live in a residential neighborhood, and want to see it remain a residential neighborhood. The home at 1713 Grand Ave has limited parking and access from Grand Avenue and any overflow parking will impact our Park Drive neighborhood street. Ms. Hernandez has not demonstrated that the presentation and cleanliness of the outside of her home and backyard is conducive to bringing in paying clients to be able to care for and enjoy the full extent of her home.

We are strongly opposed to Ms. Hernandez's request. Please consider our request to deny her special use permit.

Respectfully,

Al and Carla Westerman
970-379-5075

From: [AL CARLA WESTERMAN](#)
To: [Gretchen E Ricehill](#)
Subject: 1713 Grand Ave Special Use Permit
Date: Thursday, November 21, 2019 4:10:10 PM

To whom it may concern,

My husband and I are the property owners at 103 Park Drive, GWS. This past week we received in the mail, a Public Notice from Yesenia Gonzales Hernandez, the homeowner at 1713 Grand Avenue.

The back yard of our home at 103 Park Drive, abuts the back yard of Ms. Hernandez's home at 1713 Grand Ave, we share a backyard fence for the length of the boundary at the rear of our property.

On November 26th, Ms. Hernandez is to appear before City Council to request a Special Use Permit for a Personal Care Boarding home at her residence. My husband and I are strongly opposed to this request. We have observed that there are currently at least 4-6 persons that already occupy this residence. Ms. Hernandez's permit request is asking for an additional maximum of 6 more residents to be able to occupy her home. These additional people would be elderly residents that Ms. Hernandez says would be cared for by her and her employees.

We feel that Ms. Hernandez's home is not large enough, nor presumably, ADA compliant to be able to sufficiently meet the needs of these additional residents in her home. We live in a residential neighborhood, and want to see it remain a residential neighborhood. The home at 1713 Grand Ave has limited parking and access from Grand Avenue only, and any overflow parking will impact our Park Drive neighborhood street. We don't feel that adding more residents/occupants to the home will improve the appearance and upkeep of her property.

We are strongly opposed to Ms. Hernandez's request. Please consider our request to deny her special use permit.

Respectfully,

Al and Carla Westerman
103 Park Drive, GWS
970-379-5075

From: [ROSE ANNA SHELTON](#)
To: [Gretchen E Ricehill](#)
Subject: 1713 Grand Avenue
Date: Thursday, November 21, 2019 5:23:41 PM

I own and live in 107 Park Drive. I received a Registered Letter regarding a Special Use Permit for a Personal Care Boarding home. The owner wants to put in a place for 6 Seniors to live there. It said that it was published in the paper. I do not read those Notices and don't think that most people do. I oppose this request.

I live in a starter home that I believe is bigger than her house. My husband and I and raised our 2 sons here. I have living room, kitchen, 1 bath, utility room, a master bedroom and 2 small bedrooms. If we had company, putting two boys in a room was a tight fit. I believe that is what the Seniors will be 2 in a bedroom. I am now a senior and know it is harder to be sure to keep safe and not fall. I do not have steps in my house but use an elevator to be safe when I go out.

My sewer line goes across my back yard. We have problems with it and seem the City comes and has to clean it out. Actually, that happened today.

I was told the Seniors will not have cars but what about their visitors. I do not think people will want to park in the driveway at 1713 Grand as it is too hard to get out because of the traffic on Grand Avenue.

Please take these things and my opposition to this special permit.

Thank you

Rose Anna Shelton

107 Park Drive, Glenwood Spgs



MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
November 26, 2019
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00 PM

1. Roll Call

Present at roll call were Commissioners: Ingrid Wussow, George Shaver, Tim Malloy, Amber Wissing, and Carolyn Cipperly

Absent: Commissioners Marco Dehm, Kathryn Grosscup and Sumner Schachter, and Alternate Dean Kinkel

Also present were: Jenn Ooton, Asst. City Manager, Director Gretchen Ricehill, Assist. Director Anna S. Itenberg, City Attorney's Office

Commissioner Malloy made a motion to seat Alternate Commissioner Cipperly, which was seconded by Commissioner Shaver. The motion passed unanimously.

Alternate Commissioner Cipperly made a motion that Commissioner Wussow serve as the alternate chair in the absence of Commissioners Dehm and Schachter. The motion was seconded by Commissioner Malloy, and was unanimously approved.

2. Receipt of [minutes](#) from the [October 22, 2019](#) regular meeting was postponed until the December 17, 2019 meeting.

3. Comments from citizens appearing for items not on the agenda. No one appeared.

4. Continued Items

Commissioner Malloy made a motion to continue Planning Item 20-19 – Consideration of a Code amendment to Section 070.040.020(d)(24) of the Glenwood Springs Municipal Code regarding riparian setbacks to the December 17, 2019 meeting. The motion was seconded by Alternate Commissioner Cipperly. Commissioner Shaver recused himself

from the vote, which passed with three commissioners voting for the motion and no one voting no.

5. New Items

Asst. Director Ricehill provided information on background of application by Yesenia Gonzalez Hernandez for the operation of a personal care boarding home at 1713 Grand Avenue. Ricehill described the proposed project and existing conditions as well as explaining which upgrades and improvements the property would need as well as additional approvals from the State of Colorado.

Commissioner Malloy stated that he lives in the neighborhood of the proposed project and expressed concerns regarding parking, trash collection access, building permit procedure, and licensing process with the State of Colorado.

Commissioner Shaver asked about backing out of the parking spaces onto Grand Avenue. Shaver also expressed concern regarding first floor egress. Shaver also asked about the existing covenant's definition of a residence and about signage. One of the conditions for approval by staff was that the property have no signage.

Commissioner Wussow sought to clarify the exact maximum occupancy for the personal care boarding home. Ricehill explained that there would typically be 1 employee on site and that the City and State would both regulate the number of residents by the number of bedrooms on site. Commissioner Wussow Also asked about the possibility of a sunset provision on the special use permit and if there were other personal care boarding homes in Glenwood. Ricehill explained that there is currently one other personal care boarding home in Glenwood Springs.

Applicant Yesenia Gonzalez Hernandez explained her reasoning for wanting to develop the project and answered questions from commissioners regarding the project and proposed functions of the personal boarding care home. Ms. Hernandez explained the differences in levels of care and what her home would provide to its residents.

Some concerns expressed by commissioners include use of oxygen on site, proposed location of bedrooms in the basement, egress windows, traffic on Grand Avenue and its effect on resident safety, and clarifying the differences between levels of personal care.

Commissioner Wussow opened the public hearing.

Nancy Hitchcock, 1126 Pitkin Avenue, voiced her support for the application noting that there is a great need for this type of care in the community. She said that Ms. Hernandez had provided home care to her mother and that Ms. Hernandez has a passion for helping people.

Rick Davis, 11512 Highway 133, Carbondale, voiced support for more care facilities in Glenwood Springs and this project. Mr. Davis said that Ms. Hernandez has provided home care for his wife who has dementia and that Ms. Hernandez was very qualified.

Jennifer Vyhldal, 1709 Grand Avenue, said that she supports Ms. Hernandez' dream, but expressed concern that the application seemed like a business in a single-family

residence. She stated that she wants to keep the character of the neighborhood, also explained that a tree and fence on the property line would need to be addressed.

Dennis Drake, the owner of 105 Park, noted that he has a father in the VA hospital and complimented the care at the facility. He expressed concerns about the safety of this proposals, concerns about its impact to the neighborhood and about egress from the house for potential residents.

Joyce Jenkins, 340 13th Street, stated that she was a friend of Ms. Hernandez. Voiced her opinion that although there might be six persons living there, the house would physically remain the same and although a business, would still function as a residence.

Terrie Drake, 0377 Westbank and the owner of 105 Park, noted that this neighborhood has been seeing investment and that she and her husband were planning to improve their property at 105 Park, which had recently been a rental. She noted concerns about the commercial use of the property changing the neighbor and noted concerns about the property values. She asked the Planning Commission to consider that one change begets another. She noted that Ms. Hernandez is an incredible person but expressed concern about this use in this location.

In response to public comments, Ms. Hernandez spoke about working on the fence between her property and 1709 Grand Avenue and her experience working with dementia patients. In addition, questions were asked by commissioners regarding potential financing for the project. Commissioner Wussow asked for a timeline, if permit was granted. Ms. Hernandez estimated one to three years, depending on state process.

Discussion following public hearing provided more clarification on setting a sunset provision for the use of the property. Conditions could be placed on the permit such as being non-transferable or to expire with the sale of the property.

Commissioner Malloy made a motion to deny the application. Motion was seconded by Commissioner Shaver. Further discussion touched on incompatibility with neighboring uses, traffic concerns on Grand Avenue, trash collection, and concerns over administration of the facility. Following discussion, a call for a vote was made for the motion made by Malloy to deny the application. Commissioners Shaver, Malloy, Wussow, and Wissing voted yes on the motion to deny the application. Commissioner Cipperly voted no on the motion. The motion passed 4-1 to deny the application.

6. Commissioner Comments

There was discussion about future meetings regarding housing meetings and the December meeting.

7. Director Comments. Assistant City Manager/Community Development Director Jenn Ooton did not provide additional comment.

8. Adjournment



LAND USE APPLICATION

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

Plan file 33-19

<u>Ordinance Amendments</u>	<u>Development Permits</u>	
Rezoning	Site/Architectural Plan Review	
Rezoning to Planned Unit Development (PUD)	Administrative	
Code Amendment (Text)	Minor	
Annexation	Major	
Condominiumization	Master Plan	
Annexation	Construction Plans	
Land Development Code Amendment	Location & Extent	
Street Vacation	Special Use Permit	X
	ROW Encroachment License	
	Floodplain Development Permit	
<u>Subdivisions</u>	<u>Flexibility and Relief Procedures</u>	
Minor Subdivision	Variance	
Preliminary Plat	Administrative Adjustment	
Final Plat	Appeal	
Vacation of ROW		

Applicant/Property Owner Information:

Applicant	Owner
<i>Ysenia Gonzalez</i>	<i>Same</i>
Relationship to Owner	Owner
Applicant Address	Owner Address
<i>Same</i>	
Phone	Email Address
<i>970-366-9851</i>	<i>Ygonzalez1713@gmail.com</i>

Property Information:

Address	Parcel Number
<i>1713 Grand Ave</i>	<i>2185 161 12 028</i>
Subdivision	Lot and Block Number
<i>South Park Subdivision</i>	<i>L 29 B 2</i>
Zone District	Existing Land Use
<i>RM1-residential medium density</i>	<i>single family residence</i>

General Project Description:

Special Use Permit for Personal Care Boarding Home

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.	Applicant	Date
	Owner	Date
	<i>[Signature]</i>	
	Owner	Date

Filed for record the _____ day of _____, A.D. _____, at _____ o'clock _____ M. _____
Reception No. _____ By _____ DEPUTY.

WARRANTY DEED

THIS DEED, Made on this day of July 08, 2005, between
KURT NIELSEN AND KATHRYN BREEN NIELSEN

of the _____ County of _____ and State of HAWAII, of the Grantor(s), and
YESENIA GONZALEZ

whose legal address is : 1713 GRAND AVENUE GLENWOOD SPRINGS, CO 81601
of the _____ County of GARFIELD and State of COLORADO, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$312,000.00)
*** Three Hundred Twelve Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the _____ County of GARFIELD and State of Colorado, described as follows:

LOT 29
BLOCK 2
SOUTH PARK SUBDIVISION
CITY OF GLENWOOD SPRINGS

COUNTY OF GARFIELD
STATE OF COLORADO

also known as street number 1713 GRAND AVENUE GLENWOOD SPRINGS CO 81601

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, Subject to general taxes for the year 2005 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters not Shown by the Public Records) and Section 8c (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the property within any special tax district; and, the benefit and burdens of any declaration and party wall agreements, in any, and other ~~NOTE~~

The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

BY: Kurt Nielsen
KURT NIELSEN

BY: Kathryn Breen Nielsen
KATHRYN BREEN NIELSEN

STATE OF Colorado)
County of Garfield) ss.

ELLEN M. LIPSCOMB
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires Sept. 21, 2006

The foregoing instrument was acknowledged before me on this day of July 08, 2005
by KURT NIELSEN AND KATHRYN BREEN NIELSEN

My commission expires _____
Witness my hand and official seal.

Ellen M. Lipscomb
Notary Public

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

Escrow# GW246763
Title# GW246763

When Recorded Return to: MORRIS & FYRWALD REAL ESTATE

415 E. HYMEN AVENUE, ASPEN, CO 81611

APPROVED 08/29/04 WD.OPEN WARRANTY DEED (Photographic)

(1946742)

and Title
WARRANTY COMPANY



)

) ss.

)

LS



My commission expires:

ANDREW MEISLIN
Notary Public, State of Hawaii
My commission expires: Dec. 15, 2006



Project Description

Special Use Permit Application

Yesenia Gonzalez Hernandez

1713 Grand Ave.

Glenwood Springs, CO

This special use permit application is for a personal care boarding home. The project contemplates converting an existing single family residence into a group personal care boarding home for seniors. There is only one other such facility in the City of Glenwood Springs.

Ms. Gonzalez Hernandez will be the owner/operator of the home. Her vision is to create a home-like environment for Glenwood's aging population, enabling them to participate in the decisions of their daily living while at the same time receiving individualized assistance according to their needs. Space for up to six full-time residents is planned. Care, including the administration of medications, will be available 24/7 from the operator-owner and two employees. Laundry will be done and meals will be cooked on site.

Ms. Gonzalez Hernandez has worked in the health care field for 28 years in both California and Colorado. She is a certified Nurse Assistant, and has a CPR license, a Mental Health First Aid USA certificate, and a QMAP (Qualified Medication Administration Personnel) certification. She has worked in home care and hospice settings, and has cared for Alzheimer and dementia patients.

The property was purchased in 2005 and has been occupied by Ms. Gonzalez Hernandez and her family since. Currently, the one-storey

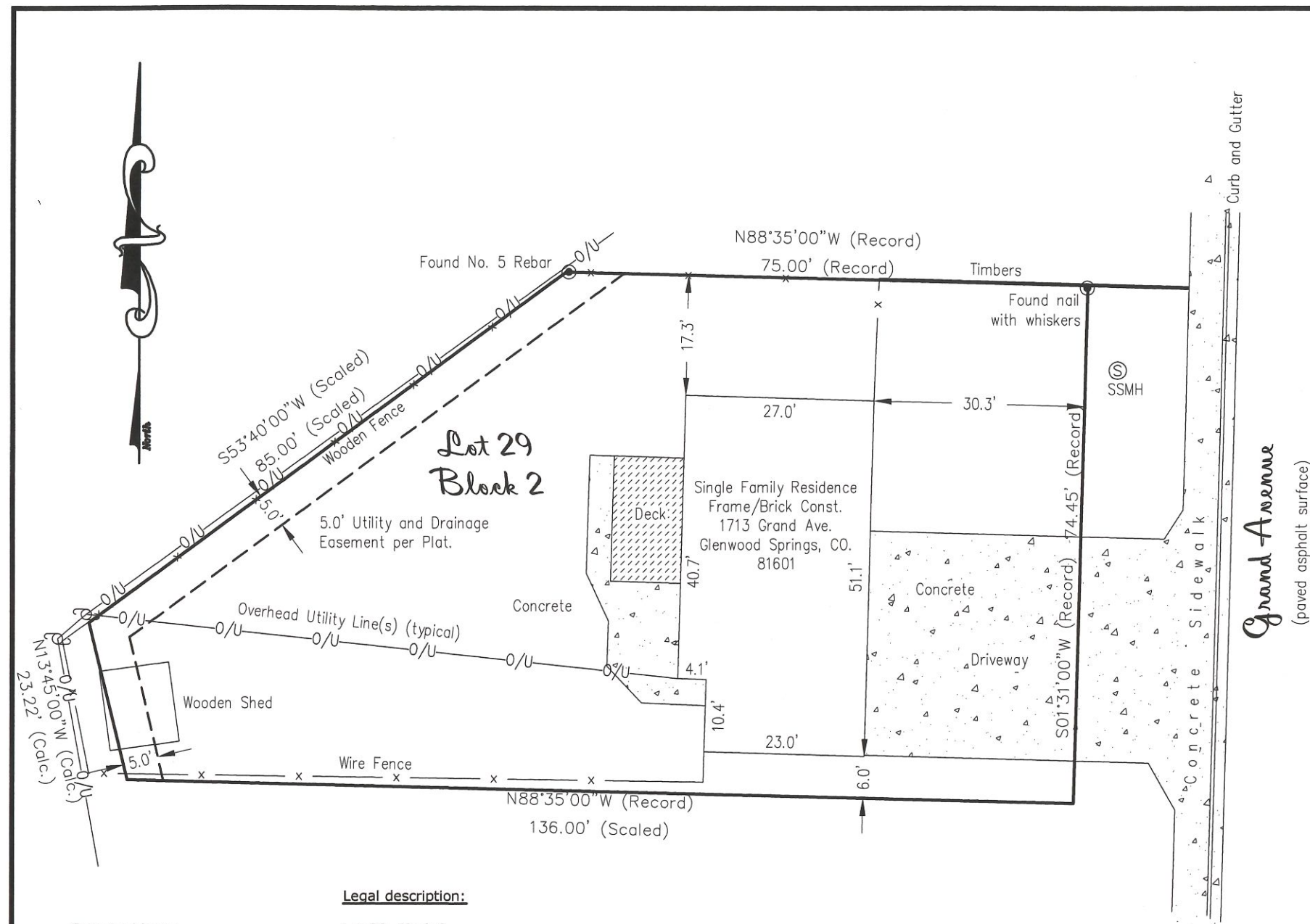
structure on the property has a full basement with one bedroom, one bath and laundry facilities, The basement space has room for 2 more bedrooms; basement windows provide for egress. The main floor has three bedrooms--one of which is a master bedroom with a bathroom. Also on the main floor is an additional bathroom, a kitchen, a dining area, a living room and an office/storage area. There is a large deck in back plus a well-maintained yard with mature trees and fencing on all sides. In front is a three-car-wide paved driveway. (Actual dimensions of the pad are: 44' 3" X 31' 17".) There are four entrance/exit doors to/from the structure. The structure is equipped with internet and cable. There is a security camera at the front door.

Planned changes to the structure are: creation of two more bedroom spaces in the basement; the addition of an air conditioning system; a ramp and handrails for the deck; and installation of fire suppression equipment as recommended by the fire marshal. Of course, any other changes that are required by the Code and Comprehensive Plan will be made. The operation is subject to licensure by the Colorado Department of Health and Environment.

As for the Special Use permit approval criteria and the applicable use-specific standards listed in Municipal Code section 070.030.030, project impacts on the neighborhood will be low, if any. This planned personal care boarding home is just that--a home. Accordingly, the residential character of the property will not change, and the use will remain compatible with the surrounding residential area. The planned use will not allow for smoking or pets. The home will have no foreseeable air quality, hazardous material, heat or humidity, odor, light, noise, glare or vibration impacts, and, thus, the planned use minimizes any adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city. As demonstrated, the use is in conformance with the Comprehensive Plan and other City plans and policies. Specific aspects of the Comprehensive Plan that apply are:

maintaining/enhancing social sustainability; providing additional housing stock to “age in place”; preserving small town character and livability and social diversity; and providing additional job opportunities for caregivers. Moreover, the use will be consistent with the general purpose and intent of the Code, and will comply with all applicable standards of the Code.

With respect to the use-specific standards in 070.030.030 (c)(4): the state approval process has been initiated; there will be no alteration of the structure which affects residential character or which is incompatible with surrounding residences; there will be no use at the site other than the planned personal care boarding home use; residents will not be allowed to have personal vehicles; there is a kitchen on site and there will be no cooking in resident rooms; there will be at least one caregiver available to residents at all times; and the home will comply with all applicable city, state, and federal laws and regulations.



Improvement Location Certificate: (Pursuant to C.R.S. 38-51-108)

I hereby certify that this Improvement Location Certificate was prepared by Survco, Inc., for Yesenia Gonzalez, that it is not a land survey plat or improvement survey plat and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. This certificate is valid only for use by Yesenia Gonzalez and describes the parcels appearance on Aug. 12, 2019.

I further certify that the improvements on the above described parcel on this date, August 12, 2019, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

By: Samuel D. Phelps
Colorado Licensed Professional
Land Surveyor No. 27613

For and on behalf of Survco, Inc.
A Colorado corporation

Date of certification: August 12, 2019



Surveyor's notes:

- 1) This improvement location certificate does not represent a title search by this land surveyor or land surveying company. No title commitment has been reviewed in preparation of this document.
- 2) This property is subject to protective covenants and restrictions as filed for record June 23, 1950 under Reception No. 172561.
- 3) This improvement location certificate is based upon the monumentation found in the field as indicated hereon, the street monuments located at the intersection of Virginia Road and Park Drive and Polo Road and Park Drive and the record plat for the subject property (South Park Subdivision Reception No. 172229).
- 4) Date of field survey: Aug. 09, 2019.
- 5) All linear dimensions shown hereon are in US survey feet.
- 6) Numerous dimensions are not included on the plat of South Park Subdivision (Rec. No. 172229) so some of the lot dimensions as depicted hereon are scaled and calculated from said plat.

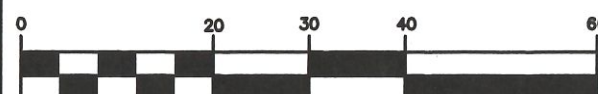
Notice: (Pursuant to C.R.S. 13-80-105):

According to Colorado law you must commence any legal action based upon any defect in this Improvement Location Certificate within three years after you first discover such defect. In no event may any action based upon any defect in this improvement location certificate be commenced more than ten years from the date of certification shown hereon.

SurvCo, Inc.
Professional Land Surveying Services
"Serving Western Colorado since 1991"

826-1/2 Grand Avenue
Post Office Box 2782
Glenwood Springs, CO. 81602-2782
Phone: (970) 945-5945 Email: survco@gmail.com

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

Sheet
1 of 1

Client: Yesenia Gonzalez

Drawn By: S. Phelps

Date: Aug. 12, 2019

.dwg file: 19.018.001

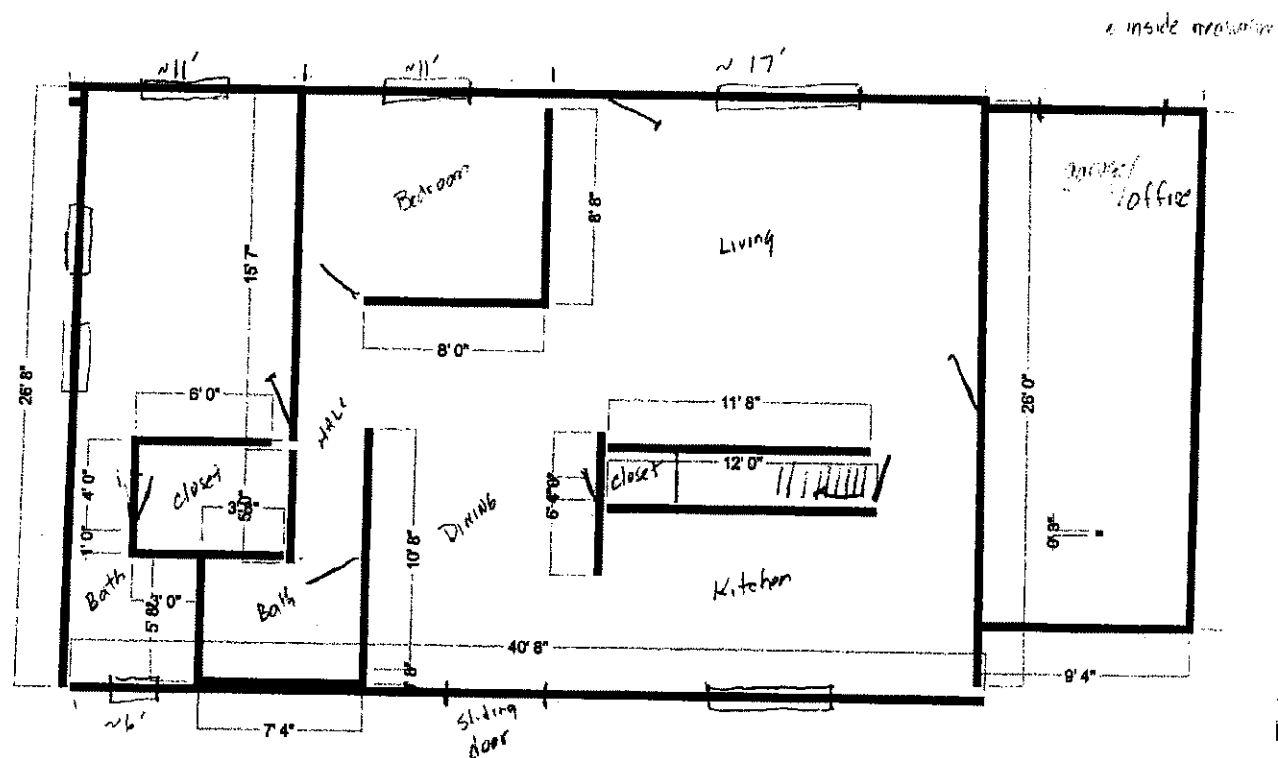
Job No.: 19.018

NO.	BY	DATE	REVISION	DESCRIPTION

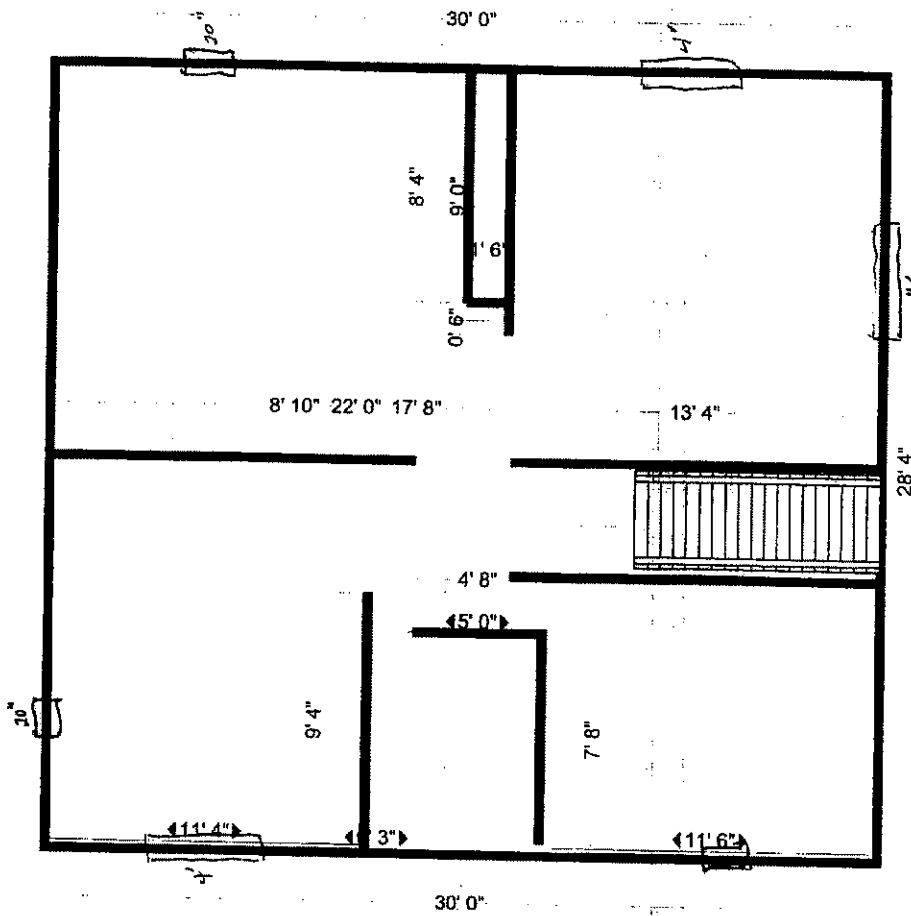


N ←

1713 GRAND



NE



DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Health Facilities and Emergency Medical Services Division

STANDARDS FOR HOSPITALS AND HEALTH FACILITIES

CHAPTER 7 - ASSISTED LIVING RESIDENCES

6 CCR 1011-1 Chapter 7

[Editor's Notes follow the text of the rules at the end of this CCR Document.]

Adopted by the Board of Health on April 18, 2018.

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Section 20 – Physical Plant Standards

Section 21 – Exterior Environment

Section 22 – Interior Environment

Section 23 – Environmental Pest Control

Section 24 – Waste Disposal

Section 25 – Secure Environment

SECTION 1 – STATUTORY AUTHORITY AND APPLICABILITY

- 1.1 Authority to establish minimum standards through regulation and to administer and enforce such regulations is provided by §§ 25-1.5-103, 25-27-101, and 25-27-104, C.R.S.
- 1.2 Assisted living residences, as defined herein, shall comply with all applicable federal and state statutes and regulations including, but not limited to, the following:
- (A) This Chapter 7.
 - (B) 6 CCR 1011-1, Chapter 2, pertaining to general licensure standards.
 - (C) 6 CCR 1011-1, Chapter 24 and §§ 25-1.5-301 through 25-1.5-303 C.R.S, pertaining to medication administration.
 - (D) 6 CCR 1007-2, Part 1, Regulations Pertaining to Solid Waste Disposal Sites and Facilities, Section 13, Medical Waste.
- 1.3 This regulation incorporates by reference (as indicated within) material originally published elsewhere. Such incorporation, however, excludes later amendments to or editions of the referenced material. Pursuant to §24-4-103 (12.5), C.R.S., the Health Facilities and Emergency Medical Services Division of the Colorado Department of Public Health and Environment maintains copies of the incorporated texts in their entirety which shall be available for public inspection during regular business hours at:

Division Director
Colorado Department of Public Health and Environment
Health Facilities and Emergency Medical Services Division
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Phone: (303) 692-2836

Certified copies of material will be provided by the division, at cost, upon request. Additionally, any material that has been incorporated by reference may be examined in any state publications depository library unless the incorporated material is publicly available on the internet. Copies of the incorporated materials that have been sent to the state publications depository and distribution center and are available for interlibrary loan.

SECTION 2 – DEFINITIONS

For purposes of this chapter, the following definitions shall apply, unless the context requires otherwise:

“Abuse” means any of the following acts or omissions:

The non-accidental infliction of bodily injury, serious bodily injury or death,

Confinement or restraint that is unreasonable under generally accepted caretaking standards, or

Subjection to sexual conduct or contact that is classified as a crime.

“Administrator” means a person who is responsible for the overall operation, daily administration, management and maintenance of the assisted living residence. The term “administrator” is synonymous with “operator” as that term is used in Title 25, Article 27, Part 1.

“Activities of daily living (ADLs)” means those personal functional activities required by an individual for continued well-being, health and safety. As used in this Chapter 7, activities of daily living include, but are not limited to, accompaniment, eating, dressing, grooming, bathing, personal hygiene (hair care, nail care, mouth care, positioning, shaving, skin care), mobility (ambulation, positioning, transfer), elimination (using the toilet) and respiratory care.

“Alternative care facility” means an assisted living residence certified by the Colorado Department of Health Care Policy and Financing to receive Medicaid reimbursement for the services provided pursuant to 10 CCR 2505-10, section 8.495.

“Appropriately skilled professional” means an individual that has the necessary qualifications and/or training to perform the medical procedures prescribed by a practitioner. This includes, but is not limited to, registered nurse, licensed practical nurse, physical therapist, occupational therapist, respiratory therapist, and dietitian.

“Assisted living residence” or “ALR” means:

A residential facility that makes available to three or more adults not related to the owner of such facility, either directly or indirectly through a resident agreement with the resident, room and board and at least the following services: personal services; protective oversight; social care due to impaired capacity to live independently; and regular supervision that shall be available on a twenty-four-hour basis, but not to the extent that regular twenty-four hour medical or nursing care is required, or

A Supportive Living Program residence that, in addition to the criteria specified in paragraph (a) above, is certified by the Colorado Department of Health Care Policy and Financing to also provide health maintenance activities, behavioral management and education, independent living skills training and other related services as set forth in the supportive living program regulations at 10 CCR 2505-10, section 8.515.

Unless otherwise indicated, the term “assisted living residence” is synonymous with the terms “health care entity,” “health facility,” or “facility” as used elsewhere in 6 CCR 1011-1, Standards for Hospitals and Health Facilities.

“At-risk person” means any person who is 70 years of age or older, or any person who is 18 years of age or older and meets one or more of the following criteria:

Is impaired by the loss (or permanent loss of use) of a hand or foot, blindness or permanent impairment of vision sufficient to constitute virtual blindness;

Is unable to walk, see, hear or speak;

Is unable to breathe without mechanical assistance;

Is a person with an intellectual and developmental disability as defined in §25.5-10-202, C.R.S.;

Is a person with a mental health disorder as defined in §27-65-102(11.5), C.R.S.;

Is mentally impaired as defined in §24-34-501(1.3)(b)(II), C.R.S.;

Is blind as defined in §26-2-103(3), C.R.S.; or

Is receiving care and treatment for a developmental disability under Article 10.5 of Title 27, C.R.S.

“Auxiliary aid” means any device used by persons to overcome a physical disability and includes but is not limited to a wheelchair, walker or orthopedic appliance.

“Care plan” means a written description in lay terminology of the functional capabilities of an individual, the individual's need for personal assistance, service received from external providers, and the services to be provided by the facility in order to meet the individual's needs. In order to deliver person-centered care, the care plan shall take into account the resident's preferences and desired outcomes. “Care plan” may also mean a service plan for those facilities which are licensed to provide services specifically for the mentally ill.

“Caretaker neglect” means neglect that occurs when adequate food, clothing, shelter, psychological care, physical care, medical care, habilitation, supervision or any other service necessary for the health or safety of an at-risk person is not secured for that person or is not provided by a caretaker in a timely manner and with the degree of care that a reasonable person in the same situation would exercise, or a caretaker knowingly uses harassment, undue influence or intimidation to create a hostile or fearful environment for an at-risk person.

“Certified nurse medication aide (CNA-Med)” means a certified nurse aide who meets the qualifications specified in 3 CCR 716-1, Chapter 19 and who is currently certified as a nurse aide with medication aide authority by the State Board of Nursing.

“Controlled substance” means any medication that is regulated and classified by the Controlled Substances Act at 21 U.S.C., §812 as being schedule II through V.

“Deficiency” means a failure to fully comply with any statutory and/or regulatory requirements applicable to a licensed assisted living residence.

“Deficiency list” means a listing of deficiency citations which contains a statement of the statute or regulation violated; and a statement of the findings, with evidence to support the deficiency.

“Department” means the Colorado Department of Public Health and Environment or its designee.

“Disproportionate share facilities” means facilities that serve a disproportionate share of low income residents as evidenced by having qualified for federal or state low income housing assistance; planning to serve low income residents with incomes at or below 80 percent of the area median income; and submitting evidence of such qualification, as required by the Department.

“Discharge” means termination of the resident agreement and the resident's permanent departure from the facility.

“Egress alert device” means a device that is affixed to a structure or worn by a resident that triggers a visual or auditory alarm when a resident leaves the building or grounds. Such devices shall only be used to assist staff in redirecting residents back into the facility when staff are alerted to a resident's departure from the facility as opposed to restricting the free movement of residents.

“Emergency contact” means one of the individuals identified on the face sheet of the resident record to be contacted in the case of an emergency.

“Exploitation” means an act or omission committed by a person who:

Uses deception, harassment, intimidation or undue influence to permanently or temporarily deprive an at-risk person of the use, benefit or possession of anything of value;

Employs the services of a third party for the profit or advantage of the person or another person to the detriment of the at-risk person;

Forces, compels, coerces or entices an at-risk person to perform services for the profit or advantage of the person or another person against the will of the at-risk person; or

Misuses the property of an at-risk person in a manner that adversely affects the at-risk person's ability to receive health care, health care benefits, or to pay bills for basic needs or obligations.

"External services" means personal services and protective oversight services provided to a resident by family members or healthcare professionals who are not employees, contractors, or volunteers of the facility. External service providers include, but are not limited to, home health, hospice, private pay caregivers and family members.

"High Medicaid utilization facility" means a facility that has no less than 35 percent of its licensed beds occupied by Medicaid enrollees as indicated by complete and accurate fiscal year claims data; and served Medicaid clients and submitted claims data for a minimum of nine (9) months of the relevant fiscal year.

"Hospice care" means a comprehensive set of services identified and coordinated by an external service provider in collaboration with the resident, family and assisted living residence to provide for the physical, psychosocial, spiritual and emotional needs of a terminally ill resident as delineated in a care plan. Hospice care services shall be available 24 hours a day, seven days a week pursuant to the requirements for hospice providers set forth in 6 CCR 1011-1, Chapter 21, Hospices.

"Licensee" means the person or entity to whom a license is issued by the Department pursuant to §25-1.5-103 (1) (a), C.R.S., to operate an assisted living residence within the definition herein provided. For the purposes of this Chapter 7, the term "licensee" is synonymous with the term "owner."

"Medical waste" means waste that may contain disease causing organisms or chemical that present potential health hazards such as discarded surgical gloves, sharps, blood, human tissue, pharmaceutical waste and laboratory waste.

"Medication administration" means assisting a person in the ingestion, application, inhalation, or, using universal precautions, rectal or vaginal insertion of medication, including prescription drugs, according to the legibly written or printed directions of the attending physician or other authorized practitioner or as written on the prescription label and making a written record thereof with regard to each medication administered, including the time and the amount taken.

"Medication administration" by a qualified medication administration person does not include judgment, evaluation, or assessments or the injections of medication (unless otherwise authorized by law in response to an emergent situation), the monitoring of medication, or the self-administration of medication, including prescription drugs and including the self-injection of medication by the resident.

"Medication monitoring" means:

- (A) Reminding the resident to take medication(s) at the time ordered by the authorized practitioner;
- (B) Handing to a resident a container or package of medication that was lawfully labeled previously by an authorized practitioner for the individual resident;
- (C) Visual observation of the resident to ensure compliance;
- (D) Making a written record of the resident's compliance with regard to each medication, including the time taken; and

- (E) Notifying the authorized practitioner if the resident refuses or is unable to comply with the practitioner's instructions regarding the medication.

"Mistreatment" means abuse, caretaker neglect or exploitation.

"Nurse" means an individual who holds a current unrestricted license to practice pursuant to Article 38 of Title 12, C.R.S., and is acting within the scope of such authority.

"Nursing services" means support for activities of daily living, the administration of medications and the provision of treatment by a nurse in accordance with orders from the resident's practitioner.

"Owner" means the person or business entity that applies for assisted living residence licensure and/or in whose name the license is issued.

"Palliative care" means specialized medical care for people with serious illnesses. This type of care is focused on providing residents with relief from the symptoms, pain and stress of serious illness, whatever the diagnosis. The goal is to improve quality of life for both the resident and the family. Palliative care is provided by a team of physicians, nurses and other specialists who work with a resident's other health care providers to provide an extra layer of support. Palliative care is appropriate at any age and at any stage in a serious illness and can be provided together with curative treatment. Unless otherwise indicated, the term "palliative care" is synonymous with the terms "comfort care," "supportive care," and similar designations.

"Personal care worker" means an individual who:

Provides personal services for any resident, and

Is not acting in his or her capacity as a health care professional under Articles 36, 38, 40.5 or 41 of Title 12 of the Colorado Revised Statutes.

"Personal services" means those services that an assisted living residence and its staff provide for each resident including, but not limited to:

An environment that is sanitary and safe from physical harm,

Individualized social supervision,

Assistance with transportation, and

Assistance with activities of daily living.

"Plan of correction" means a written plan to be submitted by facilities to the Department for approval, detailing the measures that shall be taken to correct all cited deficiencies.

"Practitioner" means a physician, physician assistant or advance practice nurse (i.e., nurse practitioner or clinical nurse specialist) who has a current, unrestricted license to practice and is acting within the scope of such authority.

"Pressure sore" (also called pressure ulcer, decubitus ulcer, bed-sore or skin breakdown) means an area of the skin or underlying tissue (muscle, bone) that is damaged due to loss of blood flow to the area. Symptoms and medical treatment of pressure sores are based upon the level of severity or "stage" of the pressure sore.

Stage 1 affects only the upper layer of skin. Symptoms include pain, burning or itching and the affected area may look or feel different from the surrounding skin.

Stage 2 goes below the upper surface of the skin. Symptoms include pain, broken skin or open wound that is swollen, warm and/or red and may be oozing fluid or pus.

Stage 3 involves a sore that looks like a crater and may have a bad odor. It may show signs of infection such as red edges, pus, odor, heat and/or drainage.

Stage 4 is a deep, large sore. The skin may have turned black and show signs of infection such as red edges, pus, odor, heat and/or drainage. Tendons, muscles and bone may be visible.

“Protective oversight” means guidance of a resident as required by the needs of the resident or as reasonably requested by the resident, including the following:

Being aware of a resident's general whereabouts, although the resident may travel independently in the community; and

Monitoring the activities of the resident while on the premises to ensure the resident's health, safety and well-being, including monitoring the resident's needs and ensuring that the resident receives the services and care necessary to protect the resident's health, safety and well-being.

“Qualified medication administration person” or “QMAP” means an individual who passed a competency evaluation administered by the Department before July 1, 2017 or passed a competency evaluation administered by an approved training entity on or after July 1, 2017 and whose name appears on the Department's list of persons who have passed the requisite competency evaluation.

“Renovation” means any change, addition or modification to the existing physical plant which requires an increase in capacity to structural, mechanical, or electrical systems; that adds square footage; or that adds, removes or relocates walls, windows or doors.

“Resident's legal representative” means one of the following:

The legal guardian of the resident, where proof is offered that such guardian has been duly appointed by a court of law, acting within the scope of such guardianship;

An individual named as the agent in a power of attorney (POA) that authorizes the individual to act on the resident's behalf, as enumerated in the POA;

An individual selected as a proxy decision-maker pursuant to §15-18.5-101, C.R.S., et seq., to make medical treatment decisions. For the purposes of this regulation, the proxy decision-maker serves as the resident's legal representative for the purposes of medical treatment decisions only; or

A conservator, where proof is offered that such conservator has been duly appointed by a court of law, acting within the scope of such conservatorship.

“Restraint” means any method or device used to involuntarily limit freedom of movement including, but not limited to, bodily physical force, mechanical devices, chemicals or confinement.

“Secure environment” means any grounds, building or part thereof, method or device that prohibits free egress of residents. An environment is secure when the right of any resident thereof to move outside the environment during any hours is limited.

“Self-administration” means the ability of a resident to take medication independently without any assistance from another person.

“Staff” means employees and contracted individuals intended to substitute for or supplement employees who provide resident care services. “Staff” does not include individuals providing external services, as defined herein.

“Therapeutic diet” means a diet ordered by a practitioner as part of a treatment of disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet. Examples include, but are not limited to, a calorie counted diet; a specific sodium gram diet; and a cardiac diet.

“Transfer” means being able to move from one body position to another. This includes, but is not limited to, moving from a bed to a chair or standing up from a chair to grasp an auxiliary aid.

SECTION 3 – DEPARTMENT OVERSIGHT

Licensure

- 3.1 Applicants for an initial or renewal license shall follow the licensure procedures outlined in 6 CCR 1011-1, Chapter 2, Parts 2.3 through 2.10.
- (A) In addition, each license renewal applicant shall annually submit, in the form and manner prescribed by the Department, information about the facility’s operations, resident care and services.
- 3.2 The Department may issue a provisional license to an applicant for the purpose of operating an assisted living residence for one period of 90 days if the applicant is temporarily unable to conform to all the minimum standards required under these regulations, except no license shall be issued to an applicant if the operation of the applicant’s facility will adversely affect the health, safety, and welfare of the residents of such facility.
- (A) As a condition of obtaining a provisional license, the applicant shall provide the Department with proof that it is attempting to conform and comply with applicable standards. No provisional license shall be granted prior to the submission of a criminal background check in accordance with § 25-27-105 (2.5), C.R.S.
- 3.3 Each owner or applicant shall request a background check.
- (A) If an owner or applicant for an initial assisted living residence license has lived in Colorado for more than three years at the time of the initial application, said individual shall request from the Colorado Bureau of Investigation (CBI) a state fingerprint-based criminal history record check with notification of future arrests.
- (B) If an owner or applicant for an initial assisted living residence license has lived in Colorado for three years or less at the time of the initial application, said individual shall request a fingerprint-based criminal history record check generated by the Federal Bureau of Investigation through the CBI.
- (C) The cost of obtaining such information shall be borne by the individual or individuals who are the subject of such check. The information shall be forwarded by the CBI directly to the Department.
- 3.4 No license shall be issued or renewed by the Department if an owner, applicant and/ or licensee of the assisted living residence has been convicted of a felony or of a misdemeanor, which felony or misdemeanor involves moral turpitude or involves conduct that the Department determines could pose a risk to the health, safety, or welfare of residents of the assisted living residence.

- 3.5 An assisted living residence shall not care for more residents than the number of beds for which it is currently licensed.

License Fees

Unless otherwise specified, all license fees paid to the Department shall be non-refundable.

3.6 Initial Licenses

For initial license applications submitted on or after July 1, 2018, the applicable fee, as set forth below, shall accompany the license application.

3 to 8 licensed beds:	\$6,300.
9 to 19 licensed beds:	\$7,300.
20 to 49 licensed beds:	\$8,750.
50 to 99 licensed beds:	\$11,550
100 or more licensed beds:	\$14,750
Qualifying disproportionate share facility:	\$3,000

3.7 Renewal Fees

- (A) For licenses that expire before July 1, 2018, the applicable fee as set forth below, shall accompany the renewal application:

\$180 per facility plus \$47 per bed.
\$180 per facility plus \$19 per bed for a high Medicaid utilization facility.

- (B) For licenses that expire on or after July 1, 2018, the applicable fee(s), as set forth below, shall accompany the renewal application:

\$360 per facility plus \$67 per bed.
\$360 per facility plus \$23 per bed for a high Medicaid utilization facility.

\$350 per secure environment that is separate and distinct from a non-secure environment.

- (C) For licenses that expire on or after July 1, 2019, the applicable fee(s), as set forth below, shall accompany the renewal application:

\$360 per facility plus \$103 per bed.
\$360 per facility plus \$38 per bed for a high Medicaid utilization facility.

\$350 per secure environment that is separate and distinct from a non-secure environment.

- 3.8 Provisional Licensure. Any facility approved by the Department for a provisional license, shall submit a fee of \$1,000 for the provisional licensure period.

3.9 Change of Ownership

- (A) The applicable fee, as set forth below, shall accompany a facility's application for change of ownership.

Three to 19 licensed beds: \$6,250.

20 to 49 licensed beds: \$7,800.

50 to 99 licensed beds: \$10,600

100 licensed beds and more: \$13,700

- (B) If the same purchaser buys more than one facility from the same seller in a single business transaction, the change of ownership fee shall be the fee noted above for the largest facility and \$4,500 for each additional facility included in the transaction. The appropriate fee total shall be submitted with the application.

3.10 Other License Fees

- (A) A facility applying for a change of mailing address, shall submit a fee of \$75 with the application. For purposes of this subsection, a corporate change of address for multiple facilities shall be considered one change of address.
- (B) A facility applying for a change of name shall submit a fee of \$75 with the application.
- (C) A facility applying for an increased number of licensed beds shall submit a fee of \$500 with the application.
- (D) A facility applying for a change of administrator shall submit a fee of \$500 with the application.
- (E) A facility seeking to open a new secure environment shall submit a fee of \$1,600 with the first submission of the applicable building plans.

Citing Deficiencies

- 3.11** The level of the deficiency shall be based upon the number of sample residents affected and the level of harm, as follows:

Level A – isolated potential for harm for one or more residents.

Level B – a pattern of potential for harm for one or more residents.

Level C – isolated actual harm affecting one or more residents.

Level D – a pattern of actual harm affecting one or more residents.

Level E (Immediate Jeopardy) – actual or potential for serious injury or harm for one or more residents.

- 3.12** When a Level E deficiency is cited, the assisted living residence shall immediately remove the cause of the immediate jeopardy risk and provide the Department with written evidence that the risk has been removed.

Plans of Correction

- 3.13 Pursuant to §25-27-105 (2), C.R.S., an assisted living residence shall submit a written plan detailing the measures that will be taken to correct any deficiencies.
- (A) Plans of correction shall be in the format prescribed by the Department and conform to the requirements set forth in 6 CCR 1011-1, Chapter 2, Part 2.11.4,
 - (B) The Department has the discretion to approve, impose, modify or reject a plan of correction as set forth in 6 CCR 1011-1, Chapter 2, Part 2.11.4.

Intermediate Restrictions or Conditions

- 3.14 Section 25-27-106, C.R.S., allows the Department to impose intermediate restrictions or conditions on a licensee that may include at least one of the following:
- (A) Retaining a consultant to address corrective measures including deficient practice resulting from systemic failure;
 - (B) Monitoring by the Department for a specific period;
 - (C) Providing additional training to employees, owners, or operators of the residence;
 - (D) Complying with a directed written plan, to correct the violation; or
 - (E) Paying a civil fine not to exceed two thousand dollars (\$2,000) in a calendar year.
- 3.15 Intermediate restrictions or conditions may be imposed for Level A, B and C deficiencies when the Department finds the assisted living residence has violated statutory or regulatory requirements. The factors that may be considered include, but are not limited to, the following:
- (A) The level of actual or potential harm to a resident(s),
 - (B) The number of residents affected,
 - (C) Whether the conduct leading to the imposition of the restriction are isolated or a pattern, and
 - (D) The licensee's prior history of noncompliance in general, and specifically with reference to the cited deficiencies.
- 3.16 For all cases where the deficiency list includes Levels D or E deficiencies, the assisted living residence shall comply with at least one intermediate restriction or condition. In addition, for all level E deficiencies, the assisted living residence shall:
- (A) Pay a civil fine of \$500, not to exceed \$2,000 in a calendar year,
 - (B) Immediately correct the circumstances that gave rise to the immediate jeopardy situation, and
 - (C) Comply with any other restrictions or conditions required by the Department.

Appealing the Imposition of Intermediate Restrictions/Conditions

- 3.17 A licensee may appeal the imposition of an intermediate restriction or condition pursuant to procedures established by the Department and as provided by §25-27-106, C.R.S.

(A) Informal Review

Informal review is an administrative review process conducted by the Department that does not include an evidentiary hearing.

- (1) A licensee may submit a written request for informal review of the imposition of an intermediate restriction no later than ten (10) business days after the date notice is received from the Department of the restriction or condition. If an extension of time is needed, the assisted living residence shall request an extension in writing from the Department prior to the submittal due date. An extension of time may be granted by the Department not to exceed seven calendar days. Informal review may be conducted after the plan of correction has been approved.
- (2) For civil fines, the licensee may request in writing that the informal review be conducted in person, which would allow the licensee to orally address the informal reviewer(s).

(B) Formal Review

A licensee may appeal the imposition of an intermediate restriction or condition in accordance with the Administrative Procedure Act (APA) at §24-4-105, C.R.S. A licensee is not required to submit to the Department's informal review before pursuing formal review under the APA.

- (1) For life-threatening situations, the licensee shall implement the restriction or condition immediately upon receiving notice of the restriction or condition.
- (2) For situations that are not life-threatening, the restriction or condition shall be implemented in accordance with the type of condition as set forth below:
 - (a) For restriction/conditions other than fines, immediately upon the expiration of the opportunity for appeal or from the date that the Department's decision is upheld after all administrative appeals have been exhausted.
 - (b) For fines, within 30 calendar days from the date the Department's decision is upheld after all administrative appeals have been exhausted.

Supported Living Program Oversight

- 3.18 An assisted living residence that is certified to participate in the Supported Living Program administered by the Department of Healthcare Policy and Financing shall comply with both HCPF's regulations concerning that program and the applicable portions of this chapter. The Department shall coordinate with HCPF in regulatory interpretation of both license and certification requirements to ensure that the intent of similar regulations is congruently met.

SECTION 4 – LICENSEE RESPONSIBILITIES

- 4.1 The licensee shall assume responsibility for all services provided by the assisted living residence.
- 4.2 The licensee shall ensure the provision of facilities, personnel and services necessary for the welfare and safety of residents.
- 4.3 The licensee shall ensure that all marketing, advertising and promotional information published or otherwise distributed by the assisted living residence accurately represents the ALR and the care, treatment and services that it provides.
- 4.4 The licensee shall establish, and ensure the maintenance of, a system of financial management and accountability for the assisted living residence.
- 4.5 The licensee shall appoint an administrator who meets the minimum qualifications set forth in this regulation and delegate to that individual the executive authority and responsibility for the administration of the assisted living residence.

SECTION 5 – REPORTING REQUIREMENTS

At Risk Persons Mandatory Reporting

- 5.1 Assisted living residence personnel engaged in the admission, care or treatment of at-risk persons shall report suspected physical or sexual abuse, exploitation and/or caretaker neglect to law enforcement within 24 hours of observation or discovery pursuant to §18-6.5-108, C.R.S.

Resident Relocation Reporting

- 5.2 The assisted living residence shall notify the Department within 48 hours if the relocation of one or more residents occurs due to any portion of the assisted living residence becoming uninhabitable because of fire or other disaster.

Occurrence Reporting

- 5.3 An assisted living residence shall comply with all occurrence reporting required by state law and shall follow the reporting procedures set forth below:
 - (A) Notify the Department of the following items no later than the next business day after discovery by the ALR:
 - (1) Any occurrence involving neglect of a resident by failure to provide goods and services necessary to avoid the resident's physical harm or mental anguish;
 - (2) Any occurrence involving abuse of a resident by the willful infliction of injury, unreasonable confinement, intimidation or punishment with resulting physical harm, pain or mental anguish;
 - (3) Any occurrence involving an injury of unknown source where the source of the injury cannot be explained, and the injury is suspicious because of the extent or location of the injury; or
 - (4) Any occurrence involving misappropriation of a resident's property including the deliberate misplacement, exploitation or wrongful use of a resident's belongings or money without the resident's consent.

- (B) Investigate an occurrence to determine the circumstances of the event and institute appropriate measures to prevent similar future situations.
 - (1) Documentation regarding investigation, including the appropriate measures to be instituted, shall be made available to the Department, upon request.
- (C) Submit the assisted living residences' final investigation report to the Department within five business days after the initial report of the occurrence.
- (D) Nothing in this section 5.3 shall be construed to limit or modify any statutory or common law right, privilege, confidentiality or immunity.

SECTION 6 – ADMINISTRATOR

Background checks

- 6.1 In order to ensure that the administrator is of good, moral and responsible character, the assisted living residence shall request a fingerprint-based criminal history record check with notification of future arrests for each prospective administrator prior to hire.
 - (A) If an administrator applicant has lived in Colorado for more than three years at the time of application, the assisted living residence shall request the criminal history record check from the Colorado Bureau of Investigation (CBI).
 - (B) If an administrator applicant has lived in Colorado for less than three years at the time of application, the assisted living residence shall request the criminal history record check from the Federal Bureau of Investigation through the CBI.
 - (C) The cost of obtaining such information shall be borne by the individual who is the subject of such check. The information shall be forwarded by the CBI directly to the Department.

Qualifications

- 6.2 An administrator who is recognized by the Department as having been an assisted living residence administrator of record prior to July 1, 2019, shall not be required to meet the criteria in section 6.3.
- 6.3 Effective July 1, 2019, each newly hired administrator who does not qualify under section 6.2, shall be at least 21 years of age, possess a high school diploma or equivalent and at least one year of experience supervising the delivery of personal care services that include activities of daily living.

Training

- 6.4 Each administrator shall have completed an administrator training program before assuming an administrator position. Written proof regarding the successful completion of such training program shall be maintained in the administrator's personnel file.
- 6.5 Effective January 1, 2019, an administrator training program shall meet all of the following requirements:
 - (A) The program or program components are conducted by an accredited college, university, or vocational school; or an organization, association, corporation, group or agency with specific expertise in the provision of residential care and services, and

- (B) The curriculum includes at least 40 actual hours, 20 of which shall focus on applicable state regulations. The remaining 20 hours shall provide an overview of the following topics:
 - (1) Business operations including, but not limited to,
 - (a) Budgeting,
 - (b) Business plan/service model,
 - (c) Insurance,
 - (d) Labor laws,
 - (e) Marketing, messaging and liability consequences, and
 - (f) Resident agreement.
 - (2) Daily business management including, but not limited to,
 - (a) Coordination with external service providers (i.e., community and support services including case management, referral agencies, mental health resources, ombudsmen, adult protective services, hospice, and home care),
 - (b) Ethics, and
 - (c) Grievance and complaint process.
 - (3) Physical plant
 - (4) Resident care including, but not limited to,
 - (a) Admission and discharge criteria,
 - (b) Behavior expression management,
 - (c) Care needs assessment,
 - (d) Fall management,
 - (e) Nutrition,
 - (f) Person-centered care,
 - (g) Personal versus skilled care,
 - (h) Quality management education,
 - (i) Resident rights,
 - (j) Sexuality and aging,
 - (k) Secure environment, and

- (l) Medication Management.
 - (5) Resident psychosocial needs including, but not limited to,
 - (a) Cultural competency (ethnicity, race, sexual orientation),
 - (b) Family involvement and dynamics,
 - (c) Mental health care (maintaining good mental health and recognizing symptoms of poor mental health),
 - (d) Palliative care standards, and
 - (e) Resident engagement.
- 6.6 Competency testing shall be performed to demonstrate that the individuals trained have a comprehensive, evidence-based understanding of the regulations and topics.

Duties

- 6.7 The administrator shall be responsible for the overall operation of the assisted living residence, including, but not limited to:
- (A) Managing the day to day delivery of services to ensure residents receive the care that is described in the resident agreement, the comprehensive resident assessment and the resident care plan,
 - (B) Organizing and directing the assisted living residence's ongoing functions including physical maintenance,
 - (C) Ensuring that resident care services conform to the requirements set forth in section 12 of this chapter,
 - (D) Employing, training and supervising qualified personnel,
 - (E) Providing continuing education for all personnel,
 - (F) Establishing and maintaining a written organizational chart to ensure there are well-defined lines of responsibility and adequate supervision of all personnel,
 - (G) Reviewing the marketing materials and information published by an assisted living residence to ensure consistency with the services actually provided by the ALR,
 - (H) Managing the business and financial aspects of the assisted living residence which includes working with the licensee to ensure there is an adequate budget to provide necessary resident services,
 - (I) Completing, maintaining and submitting all reports and records required by the Department,
 - (J) Complying with all applicable federal, state and local laws concerning licensure and certification, and
 - (K) Appointing and supervising a qualified designee who is capable of satisfactorily fulfilling the administrator's duties when the administrator is unavailable.

- (1) The name and contact information for the administrator or qualified designee on duty shall always be readily available to the residents and public.
- (2) The administrator or qualified designee shall always, whether on or off site, be readily accessible to staff.
- (3) When a qualified designee is acting as administrator in an assisted living residence that is licensed for more than 12 beds, there shall be at least one other staff member on duty whose primary responsibility is the daily care of residents.

SECTION 7 – PERSONNEL

Background Checks

- 7.1 In order to ensure that staff members and volunteers are of good, moral and responsible character, the assisted living residence shall request, prior to hire, a name-based criminal history record check for each prospective staff member and volunteer providing ALR services.
- (A) If the applicant has lived in Colorado for more than three years at the time of application, the assisted living residence shall obtain a name-based criminal history report conducted by the Colorado Bureau of Investigation (CBI).
 - (B) If the applicant has lived in Colorado for three years or less at the time of application, the assisted living residence shall obtain a name-based criminal history report for each state in which the applicant has lived for the past three years, conducted by the respective states' bureaus of investigation or equivalent state-level law enforcement agency or other name-based report as determined by the Department.
 - (C) The cost of obtaining such information shall be borne by the assisted living residence, the contract staffing agency or the individual who is the subject of such check, as appropriate.

Background Check Policies and Procedures

- 7.2 If the assisted living residence becomes aware of information that a current administrator, staff member or volunteer providing ALR services could pose a risk to the health, safety and welfare of the residents and/or that such individual is not of good, moral and responsible character, the assisted living residence shall request an updated criminal history record check for such individual from the CBI and/or other relevant law enforcement agency.
- 7.3 The assisted living residence shall develop and implement policies and procedures regarding the hiring or continued service of any administrator, staff member or volunteer providing ALR services whose criminal history records do not reveal good, moral and responsible character or demonstrate other conduct that could pose a risk to the health, safety, or welfare of the residents.
- (A) At a minimum, the assisted living residence shall consider and address the following items:
 - (1) The history of convictions, pleas of guilty or no contest;
 - (2) The nature and seriousness of the crime(s);
 - (3) The time that has elapsed since the convictions;
 - (4) Whether there are any mitigating circumstances; and

- (5) The nature of the position to which the individual will be assigned.

Ability to Perform Job Functions

- 7.4 Each staff member and volunteer providing assisted living services shall be physically and mentally able to adequately and safely perform all functions essential to resident care.
- 7.5 The assisted living residence shall select direct care staff based on such factors as the ability to read, write, carry out directions, communicate and demonstrate competency to safely and effectively provide care and services.
- 7.6 The assisted living residence shall establish written policies concerning pre-employment physical evaluations and employee health. Those policies shall include, at a minimum:
- (A) Tuberculin skin testing of each staff member and volunteer who provide ALR services prior to direct contact with residents; and
 - (B) The imposition of work restrictions on direct care staff who are known to be affected with any illness in a communicable stage. At a minimum, such staff shall be barred from direct contact with residents or resident food.
- 7.7 The assisted living residence shall have policies and procedures restricting on-site access by staff or volunteers with drug or alcohol use that would adversely impact their ability to provide resident care and services.

Orientation

- 7.8 The assisted living residence shall ensure that each staff member and volunteer who provide ALR services complete an initial orientation before providing care and services to a resident. Such orientation shall include, at a minimum, all of the following topics:
- (A) The care and services provided by the assisted living residence including palliative and/or end of life care, if applicable,
 - (B) Resident rights,
 - (C) Overview of state regulatory oversight applicable to the assisted living residence,
 - (D) Hand Hygiene and infection control,
 - (E) Recognizing emergencies, emergency response policies and procedures and relevant emergency contact numbers,
 - (F) House rules,
 - (G) Person-centered care, and
 - (H) Reporting requirements.

Staff Training

- 7.9 Within 30 days of hire, the assisted living residence shall provide each staff member with training relevant to that staff member's duties and responsibilities. This training may include self-study courses. If the assisted living residence uses a volunteer to perform any staff functions, that volunteer shall receive the same training as staff. The staff training shall include, but is not limited to, the following topics:
- (A) Assignment of duties and responsibilities,
 - (B) Assisted living residence policies and procedures,
 - (C) Occurrence reporting,
 - (D) Recognizing behavioral expression and management techniques,
 - (E) How to effectively communicate with residents that have hearing loss, limited English proficiency, dementia, or other conditions that impair communication;
 - (F) Emergency procedures including fire response, basic first aid, automated external defibrillator (AED) use, if applicable, practitioner assessment, and serious illness, injury and/or death of a resident;
 - (G) The role of and communication with external service providers,
 - (H) Training related to fall prevention and ways to monitor residents for signs of heightened fall potential such as deteriorating eyesight, unsteady gait, and increasing limitations that restrict mobility;
 - (I) Where to immediately locate a resident's advance directive,
 - (J) Maintenance of a clean, safe and healthy environment including appropriate cleaning techniques,
 - (K) Understanding end of life care including hospice and palliative care,
 - (L) How to safely provide lift assistance, accompaniment and transport of residents; and
 - (M) Food safety.

Personnel Policies

- 7.10 The assisted living residence shall develop and maintain written personnel policies, job descriptions and other requirements regarding the conditions of employment, management of staff and resident care to be provided, including, but not limited to, the following:
- (A) The assisted living residence shall provide a job-specific orientation for each new staff member and volunteer before they independently provide resident services,
 - (B) All staff members and volunteers who provide assisted living services shall be informed of the purpose and objectives of the assisted living residence,
 - (C) All staff members and volunteers who provide assisted living services shall be given access to the ALR's personnel policies and the ALR shall provide evidence that each staff member and volunteer has reviewed them, and

- (D) All staff members shall wear name tags or other identification that is visible to residents and visitors.
- (1) The requirement for name tags may be waived if a majority of attendees at a regularly scheduled assisted living resident meeting agree to do so.
 - (a) The assisted living residence shall maintain documentation showing that all residents and family members were provided advance notice regarding the topic and meeting details.
 - (b) The decision to waive the name tag requirement shall be raised and reviewed at the assisted living resident meeting at least annually.

Personnel Files

- 7.11 The assisted living residence shall maintain a personnel file for each of its employees and volunteers who provide ALR services.
- 7.12 Personnel files for current employees and volunteers shall be readily available onsite for Department review.
- 7.13 Each personnel file shall include, but not be limited to, written documentation regarding the following items:
 - (A) A description of the employee or volunteer duties;
 - (B) Date of hire or acceptance of volunteer service and date duties commenced;
 - (C) Orientation and training, including first aid and CPR certification, if applicable;
 - (D) Verification from the Department of Regulatory Agencies of an active license or certification, if applicable;
 - (E) Results of background checks and follow up, as applicable; and
 - (F) Tuberculin test results, if applicable.
- 7.14 If the employee or volunteer is a qualified medication administration person, the following shall also be retained in the personnel file:
 - (A) Documentation that the individual's name appears on the Department's list of individuals who have successfully completed the medication administration competency evaluation; and
 - (B) A signed disclosure that the individual has not had a professional medical, nursing, or pharmacy license revoked in this or any other state for reasons directly related to the administration of medications.
- 7.15 Personnel files shall be retained for three years following an employee's separation from employment or a volunteer's separation from service and include the reason(s) for the separation.

Personal Care Worker

- 7.16 The assisted living residence shall ensure that each personal care worker attends the initial orientation required in section 7.8. The assisted living residence shall also require that each personal care worker receives additional orientation on the following topics before providing care and services to a resident.
- (A) Personal care worker duties and responsibilities;
 - (B) The differences between personal services and skilled care; and
 - (C) Observation, reporting and documentation regarding a resident's change in functional status along with the assisted living residence's response requirements.
- 7.17 Orientation and training is not required for a personal care worker who is returning to an assisted living residence after a break in service of three years or less if that individual meets all of the following conditions:
- (A) The personal care worker completed the assisted living residence's required orientation, training and competency assessment at the time of initial employment,
 - (B) The personal care worker successfully completed the assisted living residence's required competency assessment at the time of rehire or reactivation,
 - (C) The personal care worker did not have performance issues directly related to resident care and services in the prior active period of employment, and
 - (D) All orientation, training and personnel action documentation is retained in the personal care worker's personnel file.
- 7.18 The assisted living residence shall designate an administrator, nurse or other capable individual to be responsible for the oversight and supervision of each personal care worker. Such supervision shall include, but not be limited to:
- (A) Being accessible to respond to personal care worker questions; and
 - (B) Evaluating each personal care worker at least annually.
- (1) Each evaluation shall include observation of the personal care worker performing his or her assigned tasks and documentation that the worker is competent in the performance of those tasks.
- 7.19 The assisted living residence shall only allow a personal care worker to perform tasks that have a chronic, stable, predictable outcome and do not require routine nurse assessment.
- 7.20 The potential duties of a personal care worker range from observation and monitoring of residents to ensure their health, safety and welfare, to companionship and personal services.
- 7.21 Before a personal care worker independently performs personal services for a resident, the supervisor designated by the assisted living residence shall observe and document that the worker has demonstrated his or her ability to competently perform every personal task assigned. This competency check shall be repeated each time a worker is assigned a new or additional personal care task that he or she has not previously performed.

- 7.22 Only appropriately skilled professionals may train personal care workers and their supervisors on specialized techniques beyond general personal care and assistance with activities of daily living as defined in these rules. (Examples include, but are not limited to, transfers requiring specialized equipment and assistance with therapeutic diets). Personal care workers and their supervisors shall be evaluated for competency before the delivery of each personal service requiring a specialized technique.
- (A) Documentation regarding competency in specialized techniques shall be included in the personnel files of both personal care workers and supervisors.
 - (B) A registered nurse who is employed or contracted by the assisted living residence may delegate to a personal care worker in accordance with the Nursing Practice Act if the registered nurse is the supervising nurse for the personal care worker.
- 7.23 The assisted living residence shall ensure that each personal care worker complies with all assisted living residence policies and procedures and not allow a personal care worker to perform any functions which are outside of his or her job description, written agreements or a resident's care plan.

SECTION 8 – STAFFING REQUIREMENTS

Minimum Staffing

- 8.1 Whenever one or more residents are present in the assisted living residence, there shall be at least one staff member present who meets the criteria in section 8.7 and is capable of responding to an emergency.
- (A) Residents shall not be transferred off site solely for the convenience of the assisted living residence or its staff.
- 8.2 Between 10 PM and 6 AM, staff shall conduct at least one safety check of all consenting residents.

Staffing Levels

- 8.3 To determine appropriate routine staffing levels, the assisted living residence shall consider, at a minimum, the following items:
- (A) The acuity and needs of the residents;
 - (B) The services outlined in the care plan; and
 - (C) The services set forth in the resident agreement.
- 8.4 Staff shall be sufficient in number to help residents needing or potentially needing assistance, considering individual needs such as the risk of accident, hazards, or other challenging events.

First Aid, Obstructed Airway Technique and Cardiopulmonary Resuscitation Trained Staff

- 8.5 The assisted living residence shall ensure that it has sufficient staff members who are currently certified in first aid and cardiopulmonary resuscitation to meet the requirements of this section.

- 8.6 Each assisted living residence shall have at least one staff member onsite at all times who has current certification in first aid from a nationally recognized organization such as the American Red Cross, the American Heart Association, National Safety Council, or American Safety and Health Institute. The certification shall either be in Adult First Aid or include Adult First Aid.
- 8.7 Each assisted living residence shall have at least one staff member onsite at all times who has current certification in cardiopulmonary resuscitation (CPR) and obstructed airway techniques from a nationally recognized organization such as the American Red Cross, the American Heart Association, the National Safety Council or the American Safety and Health Institute. The certification shall either be in Adult CPR or include Adult CPR.
- 8.8 Each assisted living residence shall place in a visible location a list of all staff who have current certification in first aid or CPR so that the information is readily available to staff at all times. The list shall be kept up to date and indicate by staff person whether the certification is in first aid or CPR or both.
- 8.9 Each assisted living residence shall require that all staff who are certified in first aid and/or obstructed airway techniques promptly provide those services in accordance with their training.
- 8.10 Each assisted living residence shall require that all staff who are certified in CPR promptly provide those services in accordance with their training, unless the affected resident has a do not resuscitate order.
- 8.11 Each assisted living residence shall require that staff, even if not certified in first aid or CPR, promptly respond to an emergency and follow the instructions of a 911 emergency call operator until a medically trained provider can assume care.

Use of Volunteers and Residents

- 8.12 Volunteers and residents may assist with the provision of resident care and services, but the assisted living residence shall not consider the use of either volunteers or resident helpers in determining the appropriate staffing level.

Use of Hospice Providers

- 8.13 When licensed hospice care is provided in an assisted living residence, there shall be a written agreement regarding the provision of that care by a hospice provider. The written agreement shall be signed by authorized representatives of the hospice and assisted living residence prior to the provision of hospice care. The written agreement shall include, at a minimum, the following:
 - (A) How the assisted living residence and hospice will coordinate and communicate with each other to ensure that the needs of the resident are being fully met;
 - (B) A provision that the assisted living residence shall immediately notify the hospice if:
 - (1) There is a significant change in the resident's physical, mental, social or emotional status that may necessitate a change to the resident's care plan;
 - (2) There is a need to transfer the resident from the assisted living residence, in which case the hospice shall coordinate any necessary care related to the terminal illness and related conditions; or
 - (3) The resident dies.

- (C) A provision stating that the hospice assumes responsibility for determining the appropriate course of hospice care, including the determination to change the level of services provided; and
 - (D) A provision stating that it is the responsibility of the assisted living residence to provide 24-hour room and board and the other services required by this Chapter 7.
- 8.14 If a hospice provider fails to provide services when they are necessary, the assisted living residence shall follow the requirements of section 12.5 regarding a resident's significant change in baseline status and request a practitioner assessment.

Contracted Personnel and Services

- 8.15 An assisted living residence that uses a separate agency, organization or individual to provide services for the ALR or residents shall have a written agreement that sets forth the terms of the arrangement. The agreement shall specify, at a minimum, the following items:
- (A) The specific services to be provided;
 - (B) The time frame for the provision of such services;
 - (C) The contractor's obligation to comply with all applicable assisted living residence policies and procedures, including personnel qualifications;
 - (D) How such services will be coordinated and overseen by the assisted living residence; and
 - (E) The procedure for payment of services provided under the contract.
- 8.16 If contract personnel and/or services are used, the contractor shall meet all applicable requirements of these regulations.
- 8.17 Notwithstanding the above criteria, the assisted living residence shall retain responsibility for oversight of all contracted personnel and services to ensure the health, safety and welfare of the residents.

SECTION 9 – POLICIES AND PROCEDURES

- 9.1 The assisted living residence shall develop and at least annually review, all policies and procedures. At a minimum, the assisted living residence shall have policies and procedures that address the following items:
- (A) Admission and discharge criteria in accordance with sections 11 and 25, if applicable;
 - (B) Resident rights;
 - (C) Grievance procedure and complaint resolution;
 - (D) Investigation of abuse, neglect and exploitation allegations;
 - (E) House rules;
 - (F) Emergency preparedness;
 - (G) Fall management;

- (H) Provision of lift assistance, first aid, obstructed airway technique, and cardiopulmonary resuscitation;
- (I) Unanticipated illness, injury, significant change of status from baseline or death of resident;
- (J) Infection control;
- (K) Practitioner assessment;
- (L) Health information management;
- (M) Personnel;
- (N) Staff Training;
- (O) Environmental pest control;
- (P) Medication errors and medication destruction and disposal;
- (Q) Management of resident funds, if applicable;
- (R) Policies and procedures related to secure environment, if applicable; and
- (S) Provision of palliative care in accordance with 6 CCR 1011-1, Chapter 2, Part 3.3.1, if applicable.

SECTION 10 – EMERGENCY PREPAREDNESS

Emergency Policies and Procedures

- 10.1 The assisted living residence shall have readily available a roster of current residents, their room assignments and emergency contact information along with a facility diagram showing room locations.
- 10.2 The assisted living residence shall complete a risk assessment of all hazards and preparedness measures to address natural and human-caused crises including, but not limited to, fire(s), gas explosion, power outages, tornado, flooding and threatened or actual acts of violence.
- 10.3 The assisted living residence shall develop and follow written policies and procedures to ensure the continuation of necessary care to all residents for at least 72 hours immediately following any emergency including, but not limited to, a long-term power failure.
- 10.4 Emergency policies and procedures shall be tailored to the geographic location of the assisted living residence; types of residents served; and unique risks and circumstances identified by the assisted living residence.
- 10.5 Each assisted living residence shall identify its highest potential risk and hold routine drills to facilitate staff and resident response to that risk. There shall be written documentation of such drills.
- 10.6 Each assisted living residence's emergency policies shall address, at a minimum, all of the following items:

- (A) Written instructions for each identified risk that includes persons to be notified and steps to be taken. The instructions shall be readily available 24 hours a day in more than one location with all staff aware of the locations.
- (B) A schematic plan of the building or portions thereof placed visibly in a central location and throughout the building, as needed, showing evacuation routes, smoke stop and fire doors, exit doors, and the location of fire extinguishers and fire alarm boxes.
- (C) When to evacuate the premises and the procedure for doing so.
- (D) A pre-determined means of communicating with residents, families, staff and other providers.
- (E) A plan that ensures the availability of, or access to, emergency power for essential functions and all resident-required medical devices or auxiliary aids.
- (F) Storage and preservation of medications.
- (G) Assignment of specific tasks and responsibilities to the staff members on each shift including use of a triage system to assess the needs of the most vulnerable residents first.
- (H) Protection and transfer of health information as needed to meet the care needs of residents.
- (I) In the event relocation of residents becomes necessary, written agreements with other health facilities and/or community agencies.

Emergency Equipment

- 10.7 First aid equipment shall be maintained on the premises in a readily available location and staff shall be instructed in its use and location.
- 10.8 The assisted living residence shall have enough first aid kits to enable staff to immediately respond to emergencies. Each first aid kit shall be checked regularly to ensure that it is fully stocked and that any expiration date is not exceeded.
- 10.9 Each kit shall include, at a minimum, the following items:
 - (A) Latex free disposable gloves,
 - (B) Scissors,
 - (C) Adhesive bandages,
 - (D) Bandage tape,
 - (E) Sterile gauze pads,
 - (F) Flexible roller gauze,
 - (G) Triangular bandages with safety pins,
 - (H) A note pad with a pen or pencil,

- (I) A CPR barrier device or mask, and
 - (J) Soap or waterless hand sanitizer.
- 10.10 If the assisted living residence has an automated external defibrillator (AED), staff shall be trained in its use and it shall be maintained in accordance with the manufacturer's specifications.
- 10.11 There shall be at least one telephone, not powered by household electrical current, in the assisted living residence available for immediate emergency use by staff, residents, and visitors. Contact information for police, fire, ambulance [9-1-1, if applicable] and poison control center shall be readily accessible to staff.
- 10.12 Assisted living residences shall have a battery or generator-powered alternative lighting system available in the event of a power failure.

SECTION 11 – RESIDENT ADMISSION AND DISCHARGE

Move-In Criteria

- 11.1 The assisted living residence shall accept only those persons whose needs can be fully met by the existing staff, physical environment and services already being provided. The assisted living residence's ability to meet resident needs shall be based upon a comprehensive pre-admission assessment of a resident's physical, mental and social needs; cultural, religious and activity needs; preferences; and capacity for self-care.

Move-In Restrictions

- 11.2 An assisted living residence shall not allow to move in any person who:
- (A) Needs regular 24-hour medical or nursing care,
 - (B) Is incapable of self-administration of medication and the assisted living residence does not have staff who are either licensed or qualified under 6 CCR 1011-1, Chapter 24 to administer medications,
 - (C) Has an acute physical illness which cannot be managed through medication or prescribed therapy,
 - (D) Has physical limitations that restrict mobility unless compensated for by available auxiliary aids or intermittent staff assistance,
 - (E) Has incontinence issues that cannot be managed by the resident or staff,
 - (F) Is profoundly disoriented to time, person and place with safety concerns that require a secure environment and the assisted living residence does not provide a secure environment,
 - (G) Has a stage 3 or 4 pressure sore and does not meet the criteria in section 12.4,
 - (H) Has a history of conduct that has been disclosed to the assisted living residence that would pose a danger to the resident or others unless the ALR reasonably believes that the conduct can be managed through therapeutic approaches, or
 - (I) Needs restraints, as defined herein, of any kind except as statutorily allowed for assisted living residences which are certified to provide services specifically for the mentally ill.

- (1) Assisted living residences certified to provide services for the mentally ill shall have policies, procedures and appropriate staff training regarding the use of restraint and maintain current documentation to show that less restrictive measures were and continue to be unsuccessful.

Resident Agreement

- 11.3 At the time the resident moves in, the assisted living residence shall ensure that the resident and/or the resident's legal representative has received a copy of the written resident agreement and agreed to the terms set forth therein. The assisted living residence shall ensure that the agreement is signed and dated by both parties.
- 11.4 The terms of a resident agreement shall not alter, or be construed to relieve the assisted living residence of compliance with, any requirement or obligation under relevant federal, state or local law and regulation.
- 11.5 The assisted living residence shall review its resident agreements annually and update or amend them as necessary. Amendments to the resident agreement shall also be signed and dated by both parties.
 - (A) When a change of ownership occurs, the new owner shall either acknowledge and agree to the terms of each existing resident agreement or establish a new agreement with each resident.
- 11.6 The written resident agreement shall specify the understanding between the parties concerning, at a minimum, the following items:
 - (A) Assisted living residence charges, refunds and deposit policies;
 - (B) The general type of services and activities provided and not provided by the assisted living residence and those which the assisted living residence will assist the resident in obtaining;
 - (C) A list of specific assisted living residence services included for the agreed upon rates and charges, along with a list of all available optional services and the specified charge for each;
 - (D) The amount of any fee to hold a place for the resident in the assisted living residence while the resident is absent from the assisted living residence and the circumstances under which it will be charged;
 - (E) Responsibility for providing and maintaining bed linens, bath and hygiene supplies, room furnishings, communication devices and auxiliary aids; and
 - (F) A guarantee that any security deposit will be fully reimbursed if the assisted living residence closes without giving resident(s) written notice at least 30 calendar days before such closure.

Written Disclosure of Information

- 11.7 The assisted living residence shall ensure that when a new resident moves in, he or she is provided with, and acknowledges receipt of, the following information:
 - (A) How to obtain access to the assisted living residence policies and procedures listed under section 9.1,

- (B) The resident's right to receive cardiopulmonary resuscitation (CPR) or have a written advance directive refusing CPR,
- (C) Minimum staffing levels, whether the assisted living residence has awake staff 24 hours a day and the extent to which certified or licensed health care professionals are available on-site,
- (D) Whether the assisted living residence has an automatic fire sprinkler system,
- (E) Whether the assisted living residence uses egress alert devices, including details about when and where they are used,
- (F) Whether the assisted living residence has resident location monitoring devices (such as video surveillance), when and where they are used, and how the assisted living residence determines that a resident requires monitoring,
- (G) Whether the assisted living residence operates a secure environment and what that means,
- (H) The resident's individualized care plan that addresses his or her functional capability and needs,
- (I) Smoking prohibitions and/or designated areas for smoking,
- (J) The readily available on-site location of the assisted living residence's most recent inspection report, and
- (K) Upon request, a copy of the most recent version of these Chapter 7 rules.

Management of Resident Funds/Property

- 11.8 An assisted living residence shall not assume power of attorney or guardianship over a resident unless by court order, nor shall an assisted living residence require a resident to execute or assign a loan, advance, financial interest, mortgage or other property in exchange for future services.
- 11.9 An assisted living residence shall not be required to handle resident funds or property.
- 11.10 An assisted living residence that chooses to handle resident funds or property, shall have a policy regarding the management of such funds and shall comply with the following criteria:
 - (A) There shall be a written authorization that specifies the terms and duration of the financial management services to be performed by the assisted living residence. Such authorization shall be signed by the resident or resident's legal representative and notarized.
 - (B) Upon entering into an agreement with a resident for financial management services, the assisted living residence shall exercise fiduciary responsibility for these funds and property, including, but not limited to, maintaining any funds over the amount of five hundred dollars (\$500) in an interest-bearing account, separate from the general operating fund of the ALR, which interest shall accrue to the resident.
 - (C) The assisted living residence shall post a surety bond in an amount sufficient to protect the residents' personal funds.

- (D) The assisted living residence shall maintain a continuous, dated record of all financial transactions. The record shall begin with the date of the first handling of the personal funds of the resident and shall be kept on file for at least three years following termination of the resident's stay in the assisted living residence. Such record shall be available for inspection by the Department.
- (E) The assisted living residence shall provide the resident or legal representative a receipt each time funds are disbursed along with a quarterly report identifying the beginning and ending account balance along with a description of each and every transaction since the last report.

Discharge

11.11 The assisted living residence shall arrange to discharge any resident who:

- (A) Has an acute physical illness which cannot be managed through medication or prescribed therapy,
- (B) Has physical limitations that restrict mobility, and which cannot be compensated for by available auxiliary aids or intermittent staff assistance,
- (C) Has incontinence issues that cannot be managed by the resident or staff,
- (D) Has a stage 3 or stage 4 pressure sore and does not meet the criteria in section 12.4,
- (E) Is profoundly disoriented to time, person and place with safety concerns that require a secure environment and the assisted living residence does not provide a secure environment,
- (F) Exhibits conduct that poses a danger to self or others and the assisted living residence is unable to sufficiently address those issues through therapeutic approach, and/or
- (G) Needs more services than can be routinely provided by the assisted living residence or an external service provider.

11.12 The assisted living residence may also discharge a resident for:

- (A) Nonpayment of basic services in accordance with the resident agreement; or
- (B) The resident's failure to comply with a valid, signed resident agreement.

11.13 Where a resident has demonstrated that he or she has become a danger to self or others, the assisted living residence shall promptly implement the following process pending discharge:

- (A) Take all appropriate measures necessary to protect other residents;
- (B) Reassess the resident to be discharged and revise his or her care plan to identify the resident's current needs and what services the assisted living residence will provide to meet those needs; and
- (C) Ensure all staff are aware of any new directives placed in the care plan and are properly trained to provide supervision and actions consistent with the care plan.

- 11.14 The assisted living residence shall coordinate a voluntary or involuntary discharge with the resident, the resident's legal representative and/or the appropriate agency. Prior to discharging a resident because of increased care needs, the assisted living residence shall make documented efforts to meet those needs through other means.
- 11.15 In the event a resident is transferred to another health care entity for additional care, the assisted living residence shall arrange to evaluate the resident prior to re-admission or discharge the resident in accordance with the discharge procedures specified below.
- 11.16 The assisted living residence shall provide written notice of any discharge to the resident or legal representative 30 calendar days in advance of discharge except in cases of imminent physical harm to or by the resident or medical emergency, whereupon the assisted living residence shall notify the legal representative as soon as possible.
- 11.17 A copy of any involuntary discharge notice shall be sent to the state and/or local long-term care ombudsman, within five (5) calendar days of the date that it is provided to the resident or the resident's legal representative.

SECTION 12 – RESIDENT CARE SERVICES

Minimum Services

- 12.1 The assisted living residence shall make available, either directly or indirectly through a resident agreement, the following services, sufficient to meet the needs of the residents:
- (A) A physically safe and sanitary environment including, but not limited to, measures to reduce the risk of potential hazards in the physical environment related to the unique characteristics of the population;
 - (B) Room and board;
 - (C) Personal services including, but not limited to, a system for identifying and reporting resident concerns that require either an immediate individualized approach or on-going monitoring and possible re-assessment;
 - (D) Protective oversight including, but not limited to, taking appropriate measures when confronted with an unanticipated situation or event involving one or more residents and the identification of urgent issues or concerns that require an immediate individualized approach; and
 - (E) Social care and resident engagement.

Nursing Services

- 12.2 Nurses may provide nursing services to support the personal services provided to residents of the assisted living residence, except that such services shall not rise to the level that requires resident discharge as described in section 11.11 or becomes regular 24-hour medical or nursing care.
- (A) Other staff may assist with nursing services if they are trained and evaluated for competency prior to assignment.
 - (B) Staff assisting with nursing services shall be supervised by a nurse.

- (C) Only staff employed or contracted by the assisted living residence shall provide or assist with nursing services on behalf of the assisted living residence.
- 12.3 The following occasionally required services may only be provided by an external service provider or the nurse of the assisted living residence:
- (A) Syringe or tube feeding,
 - (B) Intravenous medication,
 - (C) Catheter care that involves changing the catheter, irrigation of the catheter and/or total assistance with catheter,
 - (D) Ostomy care where the ostomy site is new or unstable, and
 - (E) Care for a stage 1 or stage 2 pressure sore if the condition is stable and resolving.
- 12.4 An assisted living residence shall not admit or keep a resident with a stage 3 or stage 4 pressure sore unless the resident has a terminal condition and is receiving continuing care from an external service provider.

Practitioner Assessment

- 12.5 The assisted living residence shall have a policy and procedure regarding when a practitioner's assessment of a resident is appropriate. At a minimum, the assisted living residence shall contact the resident's primary practitioner when any of the following circumstances occur and follow the practitioner's recommendation regarding further action.
- (A) The resident experiences a significant change in their baseline status,
 - (B) The resident has physical signs of possible infection (open sores, etc.),
 - (C) The resident sustains an injury or accident,
 - (D) The resident has known exposure to a communicable disease, and/or
 - (E) The resident develops any condition which would have initially precluded admission to the assisted living residence.

Comprehensive Resident Assessment

- 12.6 At the time a new resident moves in, the assisted living residence shall complete a comprehensive assessment that reflects information requested and received from the resident, the resident's representative if requested by the resident, and a practitioner. Information from the comprehensive assessment shall be used to establish an individualized care plan.
- 12.7 The comprehensive assessment shall include all the following items:
- (A) Information from the comprehensive pre-admission assessment described in section 11.1,
 - (B) Information regarding the resident's overall health and physical functioning ability,
 - (C) Information regarding the resident's advance directives,

- (D) Communication ability and any specific needs to facilitate effective communication,
 - (E) Current diagnoses and any known or anticipated need or impact related to the diagnoses,
 - (F) Food and dining preferences, unique needs and restrictions,
 - (G) Individual bathroom routines, sleep and awake patterns,
 - (H) Reactions to the environment and others, including changes that may occur at certain times or in certain circumstances,
 - (I) Routines and interests,
 - (J) History and circumstances of recent falls and any known approaches to prevent future falls,
 - (K) Safety awareness,
 - (L) Types of physical, mental and social support required; and
 - (M) Personal background, including information regarding any other individuals who are supportive of the resident, cultural preferences and spiritual needs.
- 12.8 The comprehensive assessment shall be documented in writing and kept in the resident's health information record.
- 12.9 The comprehensive assessment shall be updated for each resident at least annually and whenever the resident's condition changes from baseline status.

Resident Care Plan

- 12.10 Each resident care plan shall:
- (A) Be developed with input from the resident and the resident representative,
 - (B) Reflect the most current assessment information,
 - (C) Promote resident choice, mobility, independence and safety,
 - (D) Detail specific personal service needs and preferences along with the staff tasks necessary to meet those needs,
 - (E) Identify all external service providers along with care coordination arrangements, and
 - (F) Identify formal, planned, and informal spontaneous engagement opportunities that match the resident's personal choices and needs.

Care Coordination

- 12.11 The assisted living residence shall be responsible for the coordination of resident care services with known external service providers.
- 12.12 The assisted living residence shall notify the resident's representative whenever the resident experiences a significant change from baseline status.

Restraint

- 12.13 An assisted living residence shall not use restraints of any kind or deprive a resident of his or her liberty for purposes of care or safety except as allowed by section 11.2(I), section 25, or as set forth below.
- 12.14 A device that facilitates a resident's well-being and/or independence may be used only if all of the following criteria are met:
- (A) The resident has the functional ability to alter his or her position;
 - (B) The resident is able to remove the device to allow for normal movement;
 - (C) The device improves the resident's physical or emotional state and allows the resident to participate in activities that would otherwise be difficult or impossible; and
 - (D) There is an order from a practitioner for its use.
 - (1) There shall also be interdisciplinary documentation from both the practitioner and a therapist describing the benefits and hazards associated with the device and information on its appropriate use.
 - (2) A resident's continued use of such device shall be re-evaluated by both therapist and practitioner at least annually or whenever the resident experiences a significant change in status.
 - (3) Documentation of compliance with this subsection (D) shall be retained in the resident's care plan.

Fall Management Program

- 12.15 The assisted living residence shall develop policies and procedures to establish a fall management program. The program shall include the following:
- (A) Providing fall management education and materials to residents and family members;
 - (B) Detailing in each resident's care plan the individualized approach necessary to address fall risk related to deficits in strength, balance and eyesight, or effects of medication as identified during the comprehensive resident assessment;
 - (C) Providing resident engagement activities to improve strength and balance as specified in section 12.22(C);
 - (D) Routinely inspecting and maintaining a safe exterior and interior environment as specified in sections 21 and 22; and
 - (E) Providing staff training related to fall prevention as specified in section 7.9(H).

Lift Assistance

- 12.16 Each assisted living residence shall direct staff to assist residents who have fallen or are otherwise unable to independently get up off the floor. The assisted living residence's policy on staff providing lift assistance shall be made available to its local emergency medical responder.

- 12.17 The assisted living residence shall ensure that it has trained staff available to evaluate residents who have fallen or are otherwise unable to independently get up off the floor and provide lift assistance when determined appropriate instead of relying on emergency medical responders.
- (A) Each situation shall be evaluated to determine if the resident can be assisted in a safe manner such as when the resident has no pain and/or there is no change from baseline, the resident's mental status is unchanged from baseline, and there is no or minor bleeding.
 - (B) Once the situation has been evaluated, assisted living residence policy shall require staff to take the following actions:
 - (1) Physically perform the lift assistance using techniques provided in staff training and monitor the resident, or
 - (2) Not lift and call 9-1-1 when the resident is unconscious, the resident's physical or mental status has declined from baseline, the resident experiences an increase in pain when lifting is attempted, the resident wants 9-1-1 called, and/or the resident either can't assist in any way or refuses to assist because of pain, injury, or other physical complications.
 - (C) The assisted living residence shall promptly notify the resident's practitioner, family and/or legal representative of the occurrence of either circumstance identified in section 12.17(B)(1) or (2), along with information regarding the ALR's response.
- 12.18 The assisted living residence's policy shall also require documentation of the action taken by staff and ongoing efforts to prevent a reoccurrence of the situation in the future.

Resident Engagement

- 12.19 The assisted living residence shall encourage residents to maintain and develop their fullest potential for independent living through individual and group engagement opportunities.
- 12.20 The assisted living residence shall provide all residents with regular opportunities to participate in structured engagement and shall support the pursuit of each resident's interests.
- 12.21 If requested, the assisted living residence shall assist a resident with identifying and accessing outside services and community events.
- 12.22 Examples of resident engagement include, but are not limited to, the following:
- (A) Individual or group conversation, recreation, art, crafts, music and pet care;
 - (B) Use of daily living skills that foster and maintain a sense of purpose and significance;
 - (C) Physical pursuits such as games, sports and exercise that develop and maintain strength, coordination and range of motion;
 - (D) Educational opportunities such as special classes or community events;
 - (E) Cultivation of personal interests and pursuits; and
 - (F) Encouraging engagement with others.

- 12.23 The assisted living residence shall encourage residents to contribute to the planning, preparation, conduct, clean-up and critique of any structured engagement offering.
- 12.24 The assisted living residence shall evaluate its resident engagement program at least every three months to ascertain whether the opportunities offered to residents are relevant and well-received and/or if changes are appropriate in response to resident feed-back.
- 12.25 The assisted living residence shall, whenever feasible, coordinate with local agencies and volunteer organizations to promote resident participation in community centered activities including, but not limited to:
- (A) Public service endeavors;
 - (B) Community events such as concerts, exhibits and plays;
 - (C) Community organized group engagement such as senior citizen groups, sports leagues and service clubs; and
 - (D) Attendance at the place of worship of the resident's choice.
- 12.26 Each assisted living residence shall place notices of planned resident engagement offerings in a central location readily accessible to residents, relatives and the public. Copies shall be retained for at least six months.

Resident Engagement Management

19 or fewer residents

- 12.27 In assisted living residences that are licensed for 19 or fewer residents, the administrator shall be primarily responsible for organizing, conducting and evaluating resident engagement. If an assisted living residence can demonstrate that its residents are self-directed to the extent that they are able to plan, organize and conduct the ALR's resident engagement activities themselves, the ALR may request a waiver of this requirement.

20 to 49 residents

- 12.28 In assisted living residences that are licensed for 20 to 49 residents, the administrator shall designate one staff member to be responsible for organizing, conducting and evaluating resident engagement. The designated staff member shall have had at least six months experience in providing structured resident engagement offerings or have completed or be enrolled in an equivalent education and/or training program.

50 or more residents

- 12.29 In assisted living residences that are licensed for 50 or more residents, there shall be at least one staff member whose sole responsibility is to organize, conduct and evaluate resident engagement. The ALR shall provide such staff member with as much accommodation and staff support as necessary to ensure that all residents have on-going opportunities to participate in planned in advance, documented in writing, kept up to date and made available to all residents. The responsible staff member shall have had at least one year of experience or equivalent education and/or training in providing structured resident engagement offerings and be knowledgeable in evaluating resident needs, supervising other staff and in training volunteers.

Use of Volunteers

- 12.30 Each assisted living residence shall encourage participation of volunteers in resident engagement opportunities. All such volunteers shall be supervised and directed by the administrator or staff member primarily responsible for resident engagement.

Physical Space and Equipment:

- 12.31 Each assisted living residence shall have sufficient physical space to accommodate both indoor and outdoor resident engagement. Such accommodations shall include, at a minimum:
- (A) A comfortable, appropriately furnished area such as a living room, family room or great room available to all residents for their relaxation and for socializing with friends and relatives; and
 - (B) An outdoor activity area which is easily accessible to residents and protected from traffic. Outdoor spaces shall be sufficient in size to comfortably accommodate all residents participating in an activity.
- 12.32 Each assisted living residence shall provide sufficient recreational equipment and supplies to meet the needs of the resident engagement program. Special equipment and supplies necessary to accommodate persons with special needs shall be made available as appropriate. When not in use, recreational equipment and supplies shall be stored in such a way that they do not create a safety hazard.
- 12.33 Each assisted living residence shall ensure that staff who accompany residents away from the assisted living residence have ready access to the pertinent personal information of those residents in the event of an emergency.

SECTION 13 – RESIDENT RIGHTS

- 13.1 The assisted living residence shall adopt, and place in a publically visible location, a statement regarding the rights and responsibilities of its residents. The assisted living residence and staff shall observe these rights in the care, treatment and oversight of the residents. The statement of rights shall include, at a minimum, the following items:
- (A) The right to privacy and confidentiality, including
 - (1) The right to have private and unrestricted communications with any person of choice;
 - (2) The right to private telephone calls or use of electronic communication;
 - (3) The right to receive mail unopened;
 - (4) The right to have visitors at any time; and
 - (5) The right to private, consensual sexual activity.
 - (B) The right to civil and religious liberties, including
 - (1) The right to be treated with dignity and respect;
 - (2) The right to be free from sexual, verbal, physical or emotional abuse, humiliation, intimidation, or punishment;

- (3) The right to be free from neglect;
 - (4) The right to live free from financial exploitation, restraint as defined in this chapter, and involuntary confinement except as allowed by the secure environment requirements of this chapter;
 - (5) The right to vote;
 - (6) The right to exercise choice in attending and participating in religious activities;
 - (7) The right to wear clothing of choice unless otherwise indicated in the care plan; and
 - (8) The right to care and services that are not conditioned or limited because of a resident's disability, sexual orientation, ethnicity, and/or personal preferences.
- (C) The right to personal and community engagement, including
- (1) The right to socialize with other residents and participate in assisted living residence activities, in accordance with the applicable care plan;
 - (2) The right to full use of the assisted living residence common areas in compliance with written house rules;
 - (3) The right to participate in resident meetings, voice grievances and recommend changes in policies and services without fear of reprisal;
 - (4) The right to participate in activities outside the assisted living residence and request assistance with transportation; and
 - (5) The right to use of the telephone including access to operator assistance for placing collect telephone calls.
 - (a) At least one telephone accessible to residents utilizing an auxiliary aid shall be available if the assisted living residence is occupied by one or more residents utilizing such an aid.
- (D) The right to choice and personal involvement regarding care and services, including
- (1) The right to be informed and participate in decision making regarding care and services, in coordination with family members who may have different opinions;
 - (2) The right to be informed about and formulate advance directives;
 - (3) The right to freedom of choice in selecting a health care service or provider;
 - (4) The right to expect the cooperation of the assisted living residence in achieving the maximum degree of benefit from those services which are made available by the assisted living residence;
 - (a) For residents with limited English proficiency or impairments that inhibit communication, the assisted living residence shall find a way to facilitate communication of care needs.

- (5) The right to make decisions and choices in the management of personal affairs, funds and property in accordance with resident ability;
- (6) The right to refuse to perform tasks requested by the assisted living residence or staff in exchange for room, board, other goods or services;
- (7) The right to have advocates, including members of community organizations whose purposes include rendering assistance to the residents;
- (8) The right to receive services in accordance with the resident agreement and the care plan; and
- (9) The right to 30 calendar days written notice of changes in services provided by the assisted living residence including, but not limited to, involuntarily change of room or changes in charges for a service. Exceptions to this notice are:
 - (a) Changes in the resident's medical acuity that result in a documented decline in condition and that constitute an increase in care necessary to protect the health and safety of the resident; and
 - (b) Requests by the resident or the family for additional services to be added to the care plan.

Ombudsman Access

- 13.2 In accordance with the Older Americans Act Reauthorization Act of 2016 (P.L. 114-144), and §26-11.5-108 and 25-27-104(2)(e), C.R.S., an assisted living residence shall permit access to the premises and residents by the state ombudsman and the designated local long-term care ombudsman at any time during an ALR's regular business hours or regular visiting hours, and at any other time when access may be required by the circumstances to be investigated.

House Rules

- 13.3 The assisted living residence shall establish written house rules and place them in a publically visible location so that they are always available to residents and visitors.
- 13.4 The house rules shall list all possible actions which may be taken by the assisted living residence if any rule is knowingly violated by a resident. House rules shall not supersede or contradict any regulation herein, or in any way discourage or hinder a resident's exercise of his or her rights. House rules shall address, at a minimum, the following items:
- (A) Smoking including the use of electronic cigarettes and vaporizers,
 - (B) Cooking,
 - (C) Protection of valuables on premises,
 - (D) Visitors,
 - (E) Telephone usage including frequency and duration of calls,
 - (F) Use of common areas and devices such as television, radio and computer,
 - (G) Consumption of alcohol and marijuana, and

- (H) Pets.

Resident Meetings

- 13.5 Each assisted living residence shall hold regular meetings with residents, staff, family and friends of residents so that all have the opportunity to voice concerns and make recommendations concerning assisted living residence care, services, activities, policies and procedures.
- 13.6 Meetings shall be held at least quarterly with an opportunity for more frequent meetings if requested.
- 13.7 Written minutes of such meetings shall be maintained and made readily available for review by residents or family members.
- 13.8 Before the next regularly scheduled meeting, assisted living residence staff shall respond in writing to any suggestions or issues raised at the prior meeting.
- 13.9 Residents and family members shall also have the opportunity to meet without the presence of assisted living residence staff.

Internal Grievance and Complaint Resolution Process

- 13.10 Each assisted living residence shall develop and implement an internal process to ensure the routine and prompt handling of grievances or complaints brought by residents, family members or advocates. The process for raising and addressing grievances and complaints shall be placed in a visible on-site location along with full contact information for the following agencies.
- (A) The state and local long-term care ombudsman,
 - (B) The Adult Protection Services of the appropriate county Department of Social Services,
 - (C) The advocacy services of the area's agency on aging,
 - (D) The Colorado Department of Public Health and Environment, and
 - (E) The Colorado Department of Health Care Policy and Financing in those cases where the assisted living residence is licensed to provide services specifically for persons with intellectual and developmental disabilities.

Investigation of Abuse and Neglect Allegations

- 13.11 The assisted living residence shall investigate all allegations of abuse, neglect or exploitation of residents in accordance with section 5 and its written policy which shall include, but not be limited to, the following:
- (A) Reporting requirements to the appropriate agencies such as the adult protection services of the appropriate county Department of Social Services and to the assisted living residence administrator,
 - (B) A requirement that the assisted living residence notify the legal representative about the allegation within 24 hours of the assisted living residence becoming aware of the allegation,
 - (C) The process for investigating such allegations,

- (D) How the assisted living residence will document the investigation process to evidence the required reporting and that a thorough investigation was conducted,
- (E) A requirement that the resident shall be protected from potential future abuse and neglect while the investigation is being conducted,
- (F) A requirement that if the alleged neglect or abuse is verified, the assisted living residence shall take appropriate corrective action, and
- (G) A requirement that a copy of the report with the investigation findings shall be retained by the facility and available for Department review.

SECTION 14 – MEDICATION AND MEDICATION ADMINISTRATION

General Requirements:

- 14.1 An assisted living residence shall not allow an employee or volunteer to administer or assist with administering medication to a resident unless such individual is a practitioner, a nurse, a qualified medication administration person (QMAP) or a certified nurse medication aide (CNA – Med) acting within his or her scope of practice.
- 14.2 For purposes of this section 14, a practitioner is “authorized” if state law allows the practitioner to prescribe treatment, medication or medical devices.
- 14.3 An assisted living residence shall not allow a QMAP or a CNA-Med to assist a resident with medication administration unless the resident is able to consent and participate in the consumption of the medication.
- 14.4 If a CNA-Med is used to administer or assist with administering medication to a resident, the assisted living residence shall ensure that the CNA-Med complies with the medication administration procedures listed in this section 14, except that a CNA-Med may perform additional tasks associated with medication administration as authorized by his or her certification.
- 14.5 An assisted living residence that utilizes qualified medication administration persons shall comply with the requirements of 6 CCR 1011-1, Chapter 24, Medication Administration Regulations, in addition to the requirements set forth in this section 14.
- 14.6 The assisted living residence shall comply with all federal and state laws and regulations relating to procurement, storage, administration and disposal of controlled substances.
- 14.7 The assisted living residence shall ensure that each resident receives proper administration and/or monitoring of medications.
- 14.8 The assisted living residence shall be responsible for ensuring compliance with all safety requirements regarding oxygen use, handling and storage as set forth in sections 22.29 through 22.34 of this chapter.
- 14.9 No medication shall be administered by a qualified medication administration person on a pro re nata (PRN) or “as needed” basis except:
 - (A) In a residential treatment facility that is licensed to provide services for the mentally ill;

- (B) Where the resident understands the purpose of the medication, is capable of voluntarily requesting the medication, and the assisted living residence has documentation from an authorized practitioner that the use of such medication in this manner is appropriate; or
 - (C) Where specifically allowed by statute.
- 14.10 Unless otherwise allowed by statute, the assisted living residence shall not permit a qualified medication administration person to perform any of the following tasks:
- (A) Intravenous, intramuscular or subcutaneous injections,
 - (B) Gastrostomy or jejunostomy tube feeding,
 - (C) Chemical debridement,
 - (D) Administration of medication for purposes of restraint,
 - (E) Titration of oxygen,
 - (F) Decision making regarding PRN or “as needed” medication administration,
 - (G) Assessment of residents or use of judgment including, but not limited to, medication effect,
 - (H) Pre-pouring of medication, or
 - (I) Masking or deceiving administration of medication including, but not limited to, concealing in food or liquid.
- 14.11 Only medication that has been ordered by an authorized practitioner shall be prepared for or administered to residents.

Training, Competency and Supervision

- 14.12 The assisted living residence shall ensure that all qualified medication administration persons are trained in and adhere to the following medication administration procedures:
- (A) Identification of the right resident for each medication administration or monitoring by asking for the resident’s name or comparing the resident to a photograph maintained specifically for medication administration identification,
 - (B) Providing the correct medication by the correct route at the correct time and in the correct dose as ordered by the authorized practitioner, and
 - (C) Implementing any changes in medication orders upon receipt.
- 14.13 The assisted living residence shall designate a QMAP supervisor who is a nurse, practitioner or meets the requirements of a qualified medication administration person.
- (A) The QMAP supervisor shall, before initial assignment of each qualified medication administration person, conduct a competency assessment with direct observation of all medication administration tasks that the QMAP will be assigned to perform.

- (1) Whenever a QMAP is assigned additional medication administration tasks, the QMAP supervisor shall conduct a competency assessment with direct observation of each new task that the QMAP will be assigned.

Resident Rights

- 14.14 All personal medication is the property of the resident and no resident shall be required to surrender the right to possess or self-administer any personal medication unless an authorized practitioner has determined that the resident lacks the decisional capacity to possess or self-administer such medication safely.
- 14.15 The assisted living residence shall ensure each resident's right to privacy and dignity with respect to medication monitoring and administration.
- 14.16 Each resident shall have the right to refuse medications.

Orders

- 14.17 The assisted living residence shall ensure that each authorized practitioner's order for medication includes the correct name of the resident, date of the order, medication name, strength of medication, dosage to administer, route of administration along with timing and/or frequency of administration, any specific considerations, if substitutions are allowed or restricted, and the signature of the practitioner.
- 14.18 All medication orders shall be documented in writing by the authorized prescribing practitioner. Verbal orders for medication shall not be valid unless received by a licensed staff member who is authorized to receive and transcribe such orders.
- 14.19 Any orders received from medical staff on behalf of an authorized practitioner must be countersigned by said practitioner as soon as possible.
- 14.20 The assisted living residence shall contact the authorized practitioner for clarification of any orders which are incomplete or unclear and obtain new orders in writing.
- 14.21 The assisted living residence shall be responsible for complying with authorized practitioner orders associated with medication administration except for those medications which a resident self-administers.
- 14.22 The assisted living residence shall coordinate care and medication administration with external providers.

Medication Reminder Boxes

- 14.23 For medication reminder boxes that the assisted living residence is responsible for, the assisted living residence shall ensure that the box contains:
 - (A) No more than a 14 calendar day supply of medications at a time,
 - (B) No PRN medications including PRN controlled substances,
 - (C) Only medication intended for oral ingestion, and
 - (D) No medications that require administration within specific timeframes unless the medication reminder box is specifically designed and labeled with specific instructions to address this situation.

- 14.24 Medication reminder boxes shall be stored in a manner that ensures access for the designated resident and prevents access from unauthorized persons.

Medication Preparation and Handling

- 14.25 The assisted living residence shall maintain medication storage and preparation areas which are clean and free of clutter.
- 14.26 All reusable medical devices shall be cleaned according to the manufacturer instructions and appropriately stored.
- 14.27 No stock medications shall be stored or administered by qualified medication administration persons.
- A) All over-the-counter medication prescribed for administration shall be labeled or marked with the individual resident's full name.
- 14.28 The assisted living residence shall ensure that qualified medication administration persons are trained in and apply nationally recognized protocols for basic infection control and prevention when preparing and administering medications.

Record Keeping

- 14.29 All prescribed and PRN medications shall be listed and recorded on a medication administration record (MAR) which contains the name and date of birth of the resident, the resident's room location, any known allergies, and the name and telephone number of the resident's authorized practitioner.
- (A) The medication administration record shall reflect the name, strength, dosage and mode of administration of each medication, the date the order was received, the date and time of administration, any special considerations related to administration and the signature or initial of the person administering the medication.
- (B) As part of the medication administration record, the assisted living residence shall maintain a legible list of the names of the persons utilizing the record for medication administration, along with each of their signatures and, if used, their initials.
- (C) Each qualified medication administration person, nurse or practitioner shall accurately document each medication administration or monitoring event at the time the event is completed for each resident.
- (D) Each qualified medication administration person, nurse or authorized practitioner shall document accurate information in the medication administration record including any medication omissions, refusals and resident reported responses to medications.
- 14.30 The assisted living residence shall maintain a record on a separate sheet for each resident receiving a controlled substance which contains the name of the controlled substance, strength and dosage, date and time administered, resident name, name of authorized practitioner and the quantity of the controlled substance remaining.
- 14.31 The administrator and the QMAP supervisor shall, on a quarterly basis, audit the accuracy and completeness of the medication administration records, controlled substance list, medication error reports and medication disposal records. Any irregularities shall be investigated and resolved. The results of the audits shall be documented and routinely included as part of the assisted living residence's Quality Management Program assessment and review.

Reporting

- 14.32 The assisted living residence shall have policies and procedures for documenting, investigating, reporting and responding to any errors related to accurate accounting of controlled substances and /or medication administration.
- 14.33 The assisted living residence shall ensure that the resident's authorized practitioner and resident's legal representative is promptly notified of:
- (A) A decline from a resident's baseline status,
 - (B) A resident's pattern of refusal,
 - (C) A resident's repetitive request for and use of PRN medication,
 - (D) Any observed or reported unfavorable reactions to medications,
 - (E) The administration of medications used to emergently treat angina, and
 - (F) Medication errors that affect the resident.

Self-Administration

- 14.34 The assisted living residence shall compile a list of all resident medications along with any known allergies and verify the accuracy and completeness of the list with the resident and authorized practitioner at the time of admission.
- 14.35 The assisted living residence shall review this list with the resident and authorized practitioner at least once a year and maintain documentation of such review.
- 14.36 The assisted living residence shall report non-compliance, misuse or inappropriate use of known medications by a resident who is self-administering to that resident's authorized practitioner.

Medication Storage

- 14.37 All medications shall be stored in the original prescribed/manufacture containers with the exception of medications placed in medication reminder boxes pursuant to section 14.23.
- 14.38 All medications shall be stored in a locked cabinet, cart or storage area when unattended by qualified medication administration persons or other licensed staff.
- 14.39 Controlled substances shall be kept in double lock storage.
- (A) Two individuals who are either qualified medication administration persons, nurses, or practitioners shall jointly count all controlled substances at the end of each shift and sign documentation regarding the results of the count at the time it occurs. Any discrepancy in the controlled substance count shall be immediately reported to the administrator.
- 14.40 All refrigerated medications shall be stored in a refrigerator that does not contain food and that is not accessible to residents.
- (A) All medication stored in a refrigerator shall be clearly labeled with the resident's name and prescribing information.

- 14.41 The assisted living residence shall not store or retain for more than 30 calendar days any outdated, discontinued and/or expired medications.
- 14.42 Outdated, discontinued and/or expired medications that are not returned to the resident or legal representative shall be stored in a locked storage area until properly disposed of.
- (A) Any controlled substance medications which are designated for destruction shall be kept in a separate locked container within the locked storage area until they are destroyed.
- 14.43 The assisted living residence shall conduct, on a monthly basis, a joint two person audit of medications designated for disposal.
- (A) At least one of the persons conducting the audit shall be a qualified medication administration person.
- (B) The results of the audit shall be documented and signed by both staff members conducting the audit.
- (C) Audit records shall be maintained for a minimum of three years. Any discrepancy in the list and count of medications designated for disposal shall be immediately reported to the administrator.

Medication Destruction and Disposal

- 14.44 Medication shall be returned to the resident or resident's legal representative, upon discharge or death, except that return of medication to the resident may be withheld if specified in the care plan of a resident of a facility which is licensed to provide services specifically for the mentally ill or if a practitioner has determined that the resident lacks the decisional capacity to possess or administer such medication safely.
- (A) A resident or resident's legal representative may authorize the assisted living residence to return unused medications or medical supplies and used or unused medical devices to a prescription drug outlet or donate to a nonprofit entity in accordance with § 12-42.5-133, C.R.S., and 6 CCR 1011-1, Chapter 2, Part 7.202.
- (B) The assisted living residence shall request and maintain signed documentation from the resident or resident's legal representative regarding the return or donation of all medications, medical supplies or devices.
- 14.45 The assisted living residence shall have policies and procedures regarding the destruction and disposal of outdated, unused, discontinued and/or expired medications which are not returned to the resident or legal representative. At a minimum, the policies and procedures shall include the following requirements:
- (A) Medication shall be destroyed in the presence of two individuals, each of whom are either a qualified medication administration person, nurse, or practitioner;
- (B) All medications shall be destroyed in a manner that renders the substances totally irretrievable;
- (C) There shall be documentation which identifies the medications, the date of destruction and the signatures of the witnesses performing the medication destruction; and
- (D) All destroyed medications shall be disposed of in compliance with sections 24.2 and 24.3 regarding medical waste disposal.

SECTION 15 – LAUNDRY SERVICES

General Requirements:

- 15.1 The assisted living residence shall make laundry services available in one or more of the following ways:
- (A) Providing laundry service for the residents,
 - (B) Providing access to laundry equipment so that the residents may do their own laundry,
 - (C) Making arrangements with a commercial laundry, or
 - (D) Coordinating with friends or family members who choose to provide laundry services for a resident.
- 15.2 There shall be separate storage areas for soiled linen and clothing.
- 15.3 The assisted living residence shall address resident sensitivities or allergies with regard to laundry detergents or methods.

Assisted Living Residence Laundry Service

- 15.4 If providing laundry service for residents, the assisted living residence shall ensure the following:
- (A) Washing machines and dryers are properly maintained according to the manufacturer's instructions;
 - (B) Bed and bath linens are cleaned at least weekly or more frequently to meet individual resident needs while blankets are cleaned as necessary;
 - (D) Laundry personnel or designated staff handle, store, process, transport and return laundry in a way that prevents the spread of infection or cross contamination;
 - (E) Personal clothing is returned to the appropriate resident in a presentable, ready-to-wear manner in order to promote resident respect and dignity; and
 - (E) The appropriate resident representative is notified if a resident needs additional clothing or linens.

Resident Access

- 15.5 If a resident independently uses the assisted living residence laundry area, the assisted living residence shall ensure that:
- (A) The resident is instructed in the proper use of the equipment,
 - (B) There is a readily available schedule showing when resident use is permitted, and
 - (C) The resident has the means to independently access the area during the permitted times.

SECTION 16 – FOOD SAFETY

All Assisted Living Residences

- 16.1 Residents handling or preparing food for other residents shall have access to a hand-sink, soap and disposable paper towels. The assisted living residence shall ensure that such residents understand when to wash hands and the proper procedure for doing so. Supplies for cleaning and a pre-made solution for sanitizing food contact surfaces shall be readily available. The ingredients used shall be allowable foods from approved sources and within the “use-by” date.
- 16.2 The food safety requirements specified in this chapter do not preclude residents from consuming foods not procured by the assisted living residence.

20 or More Beds

- 16.3 An assisted living residence that is licensed for 20 beds or more shall comply with the Department’s regulations concerning Colorado Retail Food Establishments at 6 CCR 1010-2.

Fewer Than 20 Beds

- 16.4 An assisted living residence that is licensed for fewer than 20 beds shall comply with all of the requirements in sections 16.5 through 16.37. A commercial kitchen is not a requirement for an assisted living residence with fewer than 20 beds.

Employee Training

- 16.5 Anyone preparing or serving food shall complete recognized food safety training and maintain evidence of completion on site. Food safety training shall be provided by recognized food safety experts or agencies, such as the Division of Environmental Health and Sustainability, local public health agencies or Colorado State University Extension Services. At a minimum, a certificate of completion of the available online modules is sufficient to comply with this section. The successful completion of other accredited food safety courses is also acceptable.

Personal Health

- 16.6 Staff shall be in good health and free of communicable disease while handling, preparing or serving food or handling utensils.
- 16.7 Staff are prohibited from handling, preparing or serving food or handling utensils for residents or other staff while experiencing any of the following symptoms: Vomiting, diarrhea, sore throat with fever, jaundice or lesion containing pus on the hands or wrists.
- (a) Staff members experiencing these symptoms are permitted to return to handling food and utensils only when they have been symptom-free for at least 24 hours and/or the lesions on their hands are bandaged and completely covered with an impervious glove or finger cot.

Handwashing

- 16.8 The assisted living residence shall ensure that food handlers, cooks and servers properly wash their hands using the following procedure:

- (A) Wash hands in warm (100°F to 120°F) soapy water by vigorously scrubbing all surfaces of the hands and wrists for at least 20 seconds. Rinse hands clean. Thoroughly dry hands with a disposable paper towel. Use the paper towel to turn off sink faucets before disposing.
- 16.9 The assisted living residence shall ensure that food handlers, cooks and servers always wash their hands at the following times:
- (A) Before leaving the restroom, and again before returning to food or beverage preparation, food and food equipment storage areas or dishwashing;
 - (B) After coughing, sneezing, using a handkerchief or tissue, using tobacco products or eating;
 - (C) When switching between working with raw animal derived foods and ready-to-eat foods;
 - (D) After touching the hair, face or body;
 - (E) During food preparation, as often as necessary to remove soil and contamination and to prevent cross contamination when changing tasks;
 - (F) Before handling or putting on single use gloves for food handling and between removing soiled gloves and putting on new, clean gloves;
 - (G) After handling soiled dishes or utensils, such as busing tables or loading a dishwashing machine;
 - (H) After feeding or caring for a resident;
 - (I) After caring for pets or other animals; and
 - (J) After engaging in any activity that contaminates the hands such as handling garbage, mopping, working with chemicals and other cleaning activities.

Employee Hygiene

- 16.10 The assisted living residence shall ensure that all staff members have good hygienic practices and wear clean clothing or protective coverings while handling food or utensils.
- 16.11 The assisted living residence shall prohibit staff members from using common towels and other multiple use linens or clothing to wipe or dry their hands. When hands become soiled, the ALR shall ensure that staff wash their hands in accordance with section 16.8(A).
- 16.12 The assisted living residence shall ensure that staff members refrain from eating or smoking in the area used for food preparation or storage. Drinking in these areas is allowed with enclosed containers that do not require manual manipulation of the drinking surface.
- 16.13 The assisted living residence shall ensure that staff members do not touch their faces, hair or other body surfaces while handling food.
- 16.14 Tasting food during preparation shall be done with a utensil that is clean and sanitized. The same utensil must be washed, rinsed and sanitized before it is reused.
- 16.15 Utensils used to dispense food shall have handles. Utensil handles shall be kept out of food and ice. For example, scooping ice with a glass is prohibited.

Bare Hand Contact

- 16.16 Ready-to-eat foods shall not be handled with bare hands. Instead gloves or utensils must be used to handle, prepare and serve these foods.

Proper Glove Use

- 16.17 Disposable food service gloves shall be used in a manner that prevents contamination of food and food contact surfaces. Gloves shall be changed whenever switching from handling raw animal products to ready-to-eat foods and whenever else gloved hands become contaminated. When gloves are changed, hands shall be washed in accordance with section 16.8(A).

Approved Source

- 16.18 All foods, including raw ingredients and prepared foods, shall be obtained from approved, licensed or registered sources or food manufacturers. Raw uncut produce can be obtained from other sources, including grown onsite, as long as good agricultural practices defined by the United States Department of Agriculture are used. Further guidance for produce grown by an assisted living residence is detailed in a Department brochure entitled "Food Safety for Vegetable Gardens, tips for Schools, Child Care and Long Term Care Facilities." The brochure is available online at [Colorado Food Safety Tips](#) or by contacting the Division of Environmental Health and Sustainability at 303-692-3645.

Prohibited Foods

- 16.19 Prohibited foods shall not be served by the assisted living residence. Prohibited foods include raw or undercooked meat, poultry, fish, and molluscan shellfish; raw unpasteurized eggs; raw milk and raw seed sprouts. Unpasteurized juice is also prohibited unless it is freshly squeezed and made to order.
- 16.20 Foods that pose a greater risk for the long-term care population include deli meats, hot dogs, and soft cheeses. These foods are allowed, but it is strongly recommended that they be heated before service to control *Listeria monocytogenes*, a particularly dangerous bacteria for older adults and immune compromised populations.
- 16.21 An assisted living residence shall not distribute or dispense raw milk products of any kind.

Date Marking

- 16.22 Refrigerated foods opened or prepared and not used within 24 hours must be marked with a "use by" or "discard by" date. The "use by" or "discard by" date is seven calendar days following opening or preparation. The seven days cannot surpass the manufacturer's expiration date for the product or its ingredients or seven days since the date any of the ingredients in the food were opened or prepared. This requirement does not apply to commercially prepared condiments and dressings.

Required Cooking Temperatures

- 16.23 Animal derived foods; meat, poultry, fish and unpasteurized eggs must be cooked to the minimum internal temperatures in the following table before being served or held hot.

Poultry (ground or intact), stuffed meats	165°F
Eggs, pork, lamb, fish	145°F
Ground beef, fish, pork, lamb, veal	155°F
Whole muscle beef steaks	145°F
Whole roasts (beef, lamb, pork)	135°F

Required Holding Temperatures

- 16.24 Potentially hazardous foods shall be maintained at the proper temperatures at all times. Potentially hazardous foods that are stored cold shall be held at or below 41°F.
- 16.25 Potentially hazardous foods that are stored hot shall be held at or above 135°F.
- 16.26 When foods are being prepared, cooled or reheated, they shall not be held below 135°F or above 41°F for extended time to control the growth of harmful bacteria.

Rapid Reheating

- 16.27 Potentially hazardous foods that are being reheated from room temperature, such as opening a can, or from cold storage before hot holding shall be rapidly heated within 2 hours to 165°F. Rapid heating can be accomplished on a stove top, in an oven, microwave or another approved reheating device.

Rapid Cooling

- 16.28 Potentially hazardous foods that are being cooled from room temperature, such as after opening a can or preparing food from room temperature ingredients, shall be cooled to 41°F within four hours.

Following cooking or removal from hot storage, foods must be cooled within six hours to 41°F. Begin active cooling foods when foods are 135°F. Cool to 70°F within two hours or less. Then cool from 70°F to 41°F within four hours or less. Active cooling means using uncovered shallow pans, ice as an ingredient, ice wands, breaking foods down into small portions and fully submerging containers in ice baths or a combination of these methods.

Food Preparation

- 16.29 When foods are being assembled or prepared outside of temperature control, the process should be completed as quickly as possible and no more than two hours.

Thawing

- 16.30 Frozen foods shall be thawed under refrigeration, under cool, running water between 60-70°F, in a microwave oven or as part of the cooking process.
- 16.31 Leaving food out to thaw without temperature control is prohibited.

Equipment

- 16.32 Equipment shall be maintained in working order and cleanable. Refrigeration equipment shall maintain foods below 41°F. Hot holding equipment must hold food at or above 135°F.

Cleaning and Sanitizing

- 16.33 Food contact surfaces of equipment shall be washed, rinsed and sanitized before use or at least every four hours of continual use. Dish detergent shall be labeled for the intended purpose. Sanitizer shall be approved for use as a no-rinse food contact sanitizer. Sanitizers shall be registered with EPA and used in accordance with labeled instructions.

Plumbing

- 16.34 A handwashing sink supplied with soap and disposable paper towels shall be available in all food handling areas.
- 16.35 Sinks shall be washed, rinsed and sanitized when switching between food preparation or produce washing and thawing animal derived foods.

Dish Washing

- 16.36 Dishes, utensils and cookware shall be washed using one of the following methods:
- (A) In a single or multiple compartment sink using a dish detergent that is labeled for that intended purpose. Once washed, dishes and utensils shall be rinsed clean, and then submerged in an approved no-rinse food contact sanitizer and allowed to air dry. Sanitizer shall be registered with EPA and used in accordance with labeled instructions; or
 - (B) A domestic or commercial dishwashing machine with a wash water temperature that reaches a minimum of 155°F or is equipped with a chemical sanitizing cycle.

Mop Water

- 16.37 Mop water shall only be filled in a dedicated utility sink, a bath tub or using a quick release hose attachment on another sink that is immediately removed and stored away from the sink after filling. Mop water shall be disposed in the sanitary sewer (e.g., toilet, bathtub or utility sink). Mop water shall not be discarded on the ground outside or in a storm drain.

SECTION 17 – FOOD AND DINING SERVICES

Meals, Drinks and Snacks

- 17.1 The assisted living residence shall provide at least three meals daily, at regular times comparable to normal mealtimes in the community or in accordance with resident needs, preferences, and plans of care.
- (A) Nourishing meal substitutes and between-meal snacks shall be provided, in accordance with plans of care, to residents who want to eat at non-traditional times or outside of scheduled meal service times.
- 17.2 Meals shall include a variety of foods, be nutritionally balanced and sufficient in amount to satisfy resident appetites.

- (A) Appealing substitutes of similar nutritive value shall be available for residents who choose not to eat food that is initially served or who request an alternative meal.
- 17.3 The assisted living residence shall offer drinks, including water and other liquids to residents with every meal and between meals throughout the day. The assisted living residence shall also ensure that residents have independent access to drinks at all times.
- 17.4 Assisted living residence staff shall observe resident food consumption on a regular basis in order to detect unplanned changes such as weight gain, weight loss or dehydration. Changes in consumption that may indicate the need for assistance with eating shall be reported to the resident's practitioner and case manager, if applicable.
- 17.5 If a resident repeatedly chooses not to follow the dietary recommendations of his or her practitioner, the assisted living residence shall document such in the record or care plan and notify the resident's practitioner and case manager, if applicable.

Menus

- 17.6 Menus shall vary daily and incorporate seasonal and/or holiday foods.
- 17.7 Weekly menus shall be readily available for residents and public viewing no less than 24 hours prior to serving.
- 17.8 Residents shall be encouraged to participate in planning menus and the assisted living residence shall make reasonable efforts to accommodate resident suggestions.

Food Supply

- 17.9 Each assisted living residence shall have sufficient food on hand to prepare three nutritionally balanced meals per day for three calendar days.

Therapeutic Diets

- 17.10 An assisted living residence may provide therapeutic diets when the following conditions are met:
 - (A) The diet is prescribed by the resident's practitioner, and
 - (B) The assisted living residence has trained staff to prepare the food in accordance with the diet and ensure it is being served to the appropriate resident.

Assistance with Dining and Feeding

- 17.11 If a resident demonstrates difficulty opening, reaching or accessing food and beverage items at meal time, staff shall promptly assist that resident in doing so regardless of the resident's dining location.
- 17.12 Staff may assist residents by cueing and prompting them to eat and drink so long as that assistance is not undertaken for the convenience of staff.
- 17.13 Staff may assist feeding a resident only if the resident is able to maintain an upright position and chew and swallow without difficulty.

- 17.14 Staff who assist feeding a resident shall be trained in the proper techniques for supporting nutrition and hydration by a licensed or registered professional qualified by education and training to assess choking risks, such as a registered nurse, speech language pathologist or registered dietitian.
- (A) The assisted living residence shall not allow staff to assist feeding a resident if the resident has difficulty chewing and swallowing or has a history of chronic choking or coughing while eating or drinking.
- (B) If a resident who is receiving feeding assistance experiences a change in eating and swallowing that is a decline from baseline as identified in the individualized resident care plan, staff shall stop providing assistance, document the issue in the resident's record and ensure that the resident's practitioner is notified.
- (1) Unless temporary measures are ordered by the practitioner, feeding assistance shall not be resumed until a medical evaluation has been performed and the assisted living residence has documentation from the practitioner that it is safe to resume.

Dining Area and Equipment

- 17.15 Each assisted living residence shall have a designated dining area with tables and chairs that all residents are able to access and that is sufficient in size to comfortably accommodate all residents. Residents shall be given the opportunity to choose where and with whom to sit.
- 17.16 No resident or group of residents shall be excluded from the designated dining area during meal time unless otherwise indicated in the resident's individualized care plan.
- 17.17 Meals shall not be routinely served in resident rooms unless otherwise indicated in the resident's individualized care plan. The assisted living residence shall, however, make reasonable efforts to accommodate residents that choose to dine somewhere other than the dining room.
- 17.18 The location of resident dining shall not be chosen solely for staff convenience.
- 17.19 Paper or disposable plastic ware shall not be used for regular meals with the exception of emergencies and outdoor dining.

SECTION 18 – RESIDENT HEALTH INFORMATION RECORDS

General

- 18.1 Each assisted living residence shall have a confidential health information record for each resident and maintain it in a manner that ensures accuracy of information.
- 18.2 Health information records for current residents shall be kept on site at all times.
- 18.3 Each assisted living residence shall implement a policy and procedure for an effective information management system that is either paper-based or electronic. If the ALR maintains both paper-based and electronic records, there shall be a method for integration of those records that allows effective continuity of care. Processes shall include effective management for capturing reporting, processing, storing and retrieving care/service data and information.
- 18.4 At the time of admission, the resident record shall contain, at a minimum, the following items:
- (A) Face sheet,

- (B) Practitioner orders,
- (C) Individualized resident care plan,
- (D) Copies of any advance directives, and
- (E) A signed copy of the resident agreement.

Confidentiality and Access

- 18.5 The assisted living residence shall have a means of securing resident records that preserves their confidentiality and provides protection from loss, damage and unauthorized access.
- 18.6 The confidentiality of the resident record including all medical, psychological and sociological information shall be protected in accordance with all applicable federal and state laws and regulations.
- 18.7 Each resident or legal representative of a resident shall be allowed to inspect that resident's own record in accordance with §25-1-801, C.R.S. Upon request, resident records shall also be made available for inspection by the state and local long-term care ombudsman pursuant to §26-11.5-108, C.R.S., Department representatives and other lawfully authorized individuals.

Content

- 18.8 Resident records shall contain, but not be limited to, the following items:
- (A) Face Sheet,
 - (B) Practitioner order,
 - (C) Individualized resident care plan,
 - (D) Progress notes which shall include information on resident status and wellbeing, as well as documentation regarding any out of the ordinary event or issue that affects a resident's physical, behavioral, cognitive and/or functional condition along with the action taken by staff to address that resident's changing needs;
 - (1) The assisted living residence shall require staff members to document, before the end of their shift, any out of the ordinary event or issue regarding a resident that they personally observed, or was reported to them.
 - (E) Medication Administration Record,
 - (F) Documentation of on-going services provided by external service providers including, but not limited to, family members, aides, podiatrists, physical therapists, hospice and home care services, and other practitioners, assistants and caregivers;
 - (G) Advance directives, if applicable, with extra copies; and
 - (H) Final disposition of resident including, if applicable, date, time and circumstances of a resident's death along with the name of the person to whom the body is released.
- 18.9 The face sheet shall be updated at least annually and contain the following information:
- (A) Resident's full name, including maiden name, if applicable;

- (B) Resident's sex, date of birth, and marital status;
- (C) Resident's most recent former address;
- (D) Resident's medical insurance information and Medicaid number, if applicable;
- (E) Date of admission and readmission, if applicable;
- (F) Name, address and contact information for family members, legal representatives, and/or other persons to be notified in case of emergency;
- (G) Name, address and contact information for resident's practitioner and case manager, if applicable;
- (H) Resident's primary spoken language and any issues with oral communication;
- (I) Indication of resident's religious preference, if any;
- (J) Resident's current diagnoses; and
- (K) Notation of resident's allergies, if any.

Record Transfer and Retention

- 18.10 If a resident's care is transferred to another health facility or agency, a copy of the face sheet, individualized resident care plan and medication administration record for the current month shall be transferred with the resident.
- 18.11 If an assisted living residence ceases operation, each resident's records must be transferred to the licensed health facility or agency that assumes that resident's care.
- 18.12 Records of former residents shall be complete and maintained for at least three years following the termination of the resident's stay in the assisted living residence.
- 18.13 Such records shall be maintained and readily available at the assisted living residence location for a minimum of six months following termination of the resident's stay.

SECTION 19 – INFECTION CONTROL

Education

- 19.1 The assisted living residence shall have an infection control program that provides initial and annual staff training on infection prevention and control. Such training shall cover, at a minimum, the following items:
 - (A) Modes of infection transmission,
 - (B) The importance of hand washing and proper techniques,
 - (C) Use of personal protective equipment including proper use of disposable gloves, and
 - (D) Cleaning and disinfection techniques.

Policies and Procedures

- 19.2 The assisted living residence shall have and follow written policies and procedures that address the transmission of communicable diseases with a significant risk of transmission to other persons and for reporting diseases to the state and/or local health department, pursuant to 6 CCR 1009-1, Epidemic and Communicable Disease Control.
- 19.3 The policies and procedures shall include at a minimum, all of the following criteria:
- (A) The method for monitoring and encouraging employee wellness,
 - (B) The method for tracking infection patterns and trends and initiating a response,
 - (C) The method for determining when to seek assistance from a medical professional and/or the local health department,
 - (D) Isolation techniques, and
 - (E) Appropriate handling of linen and clothing of residents with communicable infections.

Infectious Waste Management

- 19.4 Any item containing blood, body fluid or body waste from a resident with a contagious condition shall be presumed to be infectious waste and shall be disposed of in the room where it is used into a sturdy plastic bag, then re-bagged outside the room and disposed of consistent with the medical waste disposal requirements at section 24.2.

SECTION 20 – PHYSICAL PLANT STANDARDS

Compliance with State and Local Requirements

- 20.1 Each assisted living residence shall be in compliance with all applicable local zoning, housing, fire and sanitary codes and ordinances of the city, city and county, or county where the ALR is situated, to the extent that such codes and ordinances are consistent with the federal “Fair Housing Amendment Act of 1988” as amended, at 42 U.S.C. §3601, et seq.

Compliance with Fire Safety, Construction and Design Standards

- 20.2 An assisted living residence shall be constructed in conformity with the standards adopted by the Director of the Division of Fire Prevention and Control (DFPC) at the Colorado Department of Public Safety.
- 20.3 An assisted living residence applying for an initial license on or after June 1, 2019, shall comply with Parts 1.1 through 1.5, any cross-referenced Part 2 systems, and 4.1 of the Guidelines for Design and Construction of Residential Health, Care and Support Facilities, Facility Guidelines Institute (FGI) (2018 Edition), as incorporated herein, unless otherwise indicated.
- (A) Small model assisted living facilities applying for a license for 10 beds or less shall be exempt from compliance with FGI Guidelines that each resident have access to a bathroom without entering a corridor and that the building have an elevator that is sized to accommodate a gurney and/or medical carts.

- 20.4 Renovation of an assisted living residence that is initiated on or after December 1, 2019, shall comply with Parts 1.1 through 1.5, any cross-referenced Part 2 systems, and 4.1 of the Guidelines for Design and Construction of Residential Health, Care and Support Facilities, Facility Guidelines Institute (FGI) (2018 Edition), as incorporated herein, unless modified elsewhere in this chapter.
- (A) Small model assisted living facilities applying for a license for 10 beds or less shall be exempt from compliance with FGI Guidelines that each resident have access to a bathroom without entering a corridor and that the building have an elevator that is sized to accommodate a gurney and/or medical carts.
- 20.5 The Guidelines for Design and Construction of Residential Health, Care and Support Facilities, Facilities Guidelines Institute (2018 Edition), is hereby incorporated by reference consistent with section 1.3 of this chapter and excludes any later amendments to or editions of the Guidelines. FGI appendix material is advisory only and not incorporated unless explicitly stated otherwise in this chapter. The 2018 FGI Guidelines are available at no cost in a limited read-only version at: <http://fgiguidelines.org>

SECTION 21 – EXTERIOR ENVIRONMENT

- 21.1 The assisted living residence grounds shall be kept free of high weeds, garbage and rubbish.
- 21.2 The assisted living residence grounds shall be maintained to protect residents from slopes, holes or other hazards and shall be consistent with any landscape plan approved by the local jurisdiction.
- 21.3 Exterior stairs shall be lighted at night.
- 21.4 Porches, stairs, handrails and ramps shall be maintained in good repair.
- 21.5 For new construction initiated on or after June 1, 2019, porches and exterior areas with more than one step within a six foot linear run shall have a handrail in addition to the requirements of section 20.3. For renovation initiated on or after December 1, 2019, porches and exterior areas with more than one step within a six foot linear run shall have a handrail in addition to the requirements of section 20.4.
- 21.6 Notwithstanding section 20.3, for initial license applications and new construction initiated on or after June 1, 2019, the total number of parking spaces shall be based solely on local requirements and the functional need of the resident population. Notwithstanding section 20.4, for renovation initiated on or after December 1, 2019, the total number of parking spaces to be provided shall be based solely on local requirements and the functional need of the resident population.
- 21.7 The assisted living residence shall submit building plans, in the form and manner specified, to the Department for plan review and approval.
- (A) Applicants for an initial ALR license shall submit building plans for newly constructed or existing buildings before the issuance of the initial license.
- (B) Existing licensees shall submit plans for renovations, additional square footage, and replacement buildings before beginning construction.

SECTION 22 – INTERIOR ENVIRONMENT

General

- 22.1 All interior areas including attics, basements and garages shall be free from accumulations of extraneous material such as refuse, unused or discarded furniture and potential combustible materials.
- 22.2 Combustibles such as cleaning rags and compounds shall be kept in closed metal containers.
- 22.3 Cleaning compounds and other hazardous substances (including products labeled “Keep out of reach of children” on their original containers) shall be clearly labeled to indicate contents and (except when a staff member is present) shall be stored in a location sufficiently secure to deny access to confused residents.
- (A) The ALR shall maintain a readily available list and the safety data sheet of potentially hazardous substances used by housekeeping and other staff.
- (B) Utility rooms used for storing disinfectants and detergent concentrates, caustic bowl and tile cleaners and insecticides shall be locked.
- 22.4 Designated areas where smoking is allowed shall be equipped with fire resistant wastebaskets. Resident rooms occupied by smokers, even when house rules prohibit smoking in resident rooms, shall have fire resistant wastebaskets.

Heating, Lighting and Ventilation

- 22.5 Each room shall have heat, lighting and ventilation sufficient to meet the use of the room and the needs of the residents.
- 22.6 All interior stairs and corridors shall be adequately lighted.

Water

- 22.7 There shall be an adequate supply of safe, potable water available for domestic purposes.
- 22.8 There shall be a sufficient supply of hot water during peak usage demand.
- 22.9 Hot water shall not measure more than 120 degrees Fahrenheit at taps which are accessible by residents.

Common Areas

- 22.10 Common areas shall be sufficient in size to reasonably accommodate all residents.
- 22.11 All common and dining areas shall be accessible to a resident using an auxiliary aid without requiring transfer from a wheelchair to walker or from a wheelchair to a stationary chair for use in the dining area. All doors to those rooms requiring access shall be at least 32 inches wide.
- 22.12 Effective July 1, 2018, an assisted living residence that has one or more residents using an auxiliary aid shall have a minimum of two means of access and egress from the building unless local code requires otherwise.

Sleeping Room

- 22.13 No resident shall be assigned to reside in any room other than one regularly designated for sleeping.
- 22.14 No more than two residents shall occupy a sleeping room.
- (A) An assisted living residence initially licensed prior to July 1, 1986 is permitted to have up to four residents per room unless the ALR undertakes renovation or changes ownership, at which time the newer, more stringent requirement shall apply.
- 22.15 Sleeping rooms, exclusive of bathroom areas and closets, shall have the following minimum square footage:
- (A) 100 square feet for single occupancy, and
- (B) 60 square feet per person for double occupancy.
- 22.16 Each resident shall have storage space, such as a closet, for clothing and personal articles.
- 22.17 Each sleeping room shall have at least one window of 8 square feet which shall have opening capability.
- (A) An assisted living residence initially licensed prior to January 1, 1992, is permitted to have a window of smaller dimensions unless the ALR undertakes renovation or changes ownership, at which time the newer, more stringent requirement shall apply.
- 22.18 In assisted living residences that provide furnishings for residents pursuant to a resident agreement, each resident shall be provided, at a minimum, with the following items:
- (A) A standard-sized bed with a comfortable, clean mattress, mattress protector, pad, and pillow (Rollaway type beds, cots, folding beds, futons, or bunk beds are prohibited), and
- (B) A standard-sized chair in good condition.

Bathroom

- 22.19 There shall be at least one full bathroom for every six residents.
- 22.20 A full bathroom shall contain the following:
- (A) Toilet,
- (B) Hand-washing station,
- (C) Mirror,
- (D) Private individual storage for resident personal effects; and
- (E) Shower.
- 22.21 All bathtubs and shower floors shall have proper safety features to prevent slips and falls.
- 22.22 Toilet seats shall be constructed of non-absorbent material and free of cracks.

- 22.23 Each assisted living residence shall provide toilet paper in each resident bathroom, except where a resident has a specific preference and agrees to supply it.
- 22.24 Toilet paper in a dispenser, liquid soap and paper towels or hand drying devices shall be available at all times in each common bathroom.
- 22.25 In an assisted living residence that has one or more residents using auxiliary aids, the assisted living residence shall provide at least one full bathroom with fixtures positioned so that they are fully accessible to any resident utilizing an auxiliary aid.
- 22.26 Grab bars shall be properly installed at each tub and shower, and adjacent to at least one toilet in every multi-stall toilet room in an assisted living residence if any resident uses an auxiliary aid or as otherwise indicated by the needs of the resident population.
- (A) When residents can undertake independent transfers, alternative grab bar configurations are permitted.

Heating Devices

- 22.27 The assisted living residence shall prohibit the use of portable heaters in resident rooms. The use of fireplaces, space heaters and like units that generate heat shall be prohibited in the common areas of the assisted living residence unless the ALR is able to ensure that such devices have a UL (Underwriters Laboratory) or similar certification label, do not present a resident burn risk, and are used in accordance with manufacturer instructions.
- 22.28 The assisted living residence shall prohibit the use of electric blankets and/or heating pads in resident rooms unless there is staff supervision or written documentation that the administrator has assessed the resident and determined he or she is capable of using such device in a safe and appropriate manner.

Oxygen Use, Handling and Storage

- 22.29 The assisted living residence's handling and storage of oxygen shall comply with all applicable local, state and federal requirements.
- 22.30 The assisted living residence shall prohibit smoking in areas where oxygen is stored and/or used and shall post a conspicuous "No Smoking" sign in those areas.
- 22.31 The assisted living residence shall ensure that oxygen tanks are not rolled on their side or dragged.
- 22.32 The assisted living residence shall ensure that oxygen tanks are secured upright at all times in a manner that prevents tanks from falling over, being dropped or striking each other.
- 22.33 Oxygen tank valves shall be closed except when in use.
- 22.34 The assisted living residence shall ensure that oxygen tanks are not placed against electrical panels, live electrical cords or near radiators or heat sources. If stored outdoors, tanks shall be protected from weather extremes and damp ground to prevent corrosion.

Smoking

- 22.35 Assisted living residences shall comply with the Colorado Clean Indoor Air Act at § 25-14-201 through 25-14-209, C.R.S.

22.36 Designated outdoor smoking areas shall be monitored whenever residents are present.

22.37 Designated outdoor smoking areas shall have fire resistant waste disposal containers.

Cooking

22.38 Cooking shall not be permitted in sleeping rooms.

22.39 Residents shall have access to an alternative area where minimal food preparation is permitted.

22.40 In assisted living residences where residents have dwelling units rather than simply sleeping rooms, cooking may be allowed in accordance with house rules.

(A) Only residents who are capable of cooking safely shall be allowed to do so and the assisted living residence shall document such assessment.

(B) If cooking equipment is present in dwelling units, the assisted living residence shall have a definitive way of disabling such equipment if they become unsafe for residents to use.

Electrical Equipment

22.41 Electrical socket adaptors or connectors designed to multiply outlet capacity shall be prohibited.

22.42 Extension cords are permitted for temporary use only.

22.43 Power strip surge protectors are permitted throughout the assisted living residence with the following limitations:

(A) The power strip shall have overcurrent protection in the form of a circuit breaker or fuse,

(B) The power strip shall have a UL (underwriters laboratories) or similar certification label, and

(C) Power strips shall not be linked together.

Personal Electric Appliances

22.44 Personal electric appliances are allowed in resident rooms only if the following criteria are met:

(A) Such appliances do not require the use of an extension cord or multiple use electrical sockets,

(B) Such appliance is in good repair as evaluated by the administrator or designee, and

(C) There is written documentation that the resident has been assessed and determined to be capable of using such appliance in a safe and appropriate manner.

SECTION 23 – ENVIRONMENTAL PEST CONTROL

23.1 The assisted living residence shall have written policies and procedures that provide for effective control and eradication of insects, rodents and other pests.

- 23.2 The assisted living residence shall have a contract with a licensed pest control company or an effective means for pest control using the least toxic and least flammable effective pesticides. The pesticides shall not be stored in resident or food areas and shall be kept under lock and only properly trained responsible personnel shall be allowed to apply them.
- 23.3 Screens or other pest control measures shall be provided on all exterior openings except where prohibited by fire regulations. Assisted living residence doors, door screens and window screens shall fit with sufficient tightness at their perimeters to exclude pests.

SECTION 24 – WASTE DISPOSAL

Sewage and Sewer Systems

- 24.1 All sewage shall be discharged into a public sewer system, or if such is not available, disposed of in a manner approved by the State and local health authorities and the Colorado Water Quality Control Commission.
- A) When private sewage disposal systems are in use, records of maintenance and the system design plans shall be kept on the premises.
- B) No unprotected exposed sewer line shall be located directly above working, storage or eating surfaces in kitchens, dining rooms, pantries, food storage rooms, or where medical or nursing supplies are prepared, processed or stored.

Medical Waste

- 24.2 Assisted living residents shall not transport, manage or dispose of medical waste unless in accordance with the 6 CCR 1007-2, Part 1, Regulations Pertaining to Solid Waste Disposal Sites and Facilities, Section 13, Medical Waste.
- 24.3 Assisted living residences that generate waste including medical waste shall make a hazardous waste determination in accordance with Part 261 of the state hazardous waste regulations at 6 CCR 1007-3. If the facility generates hazardous waste, it shall manage, transport and dispose of such waste in accordance with 6 CCR 1007-3.

Refuse

- 24.4 All garbage and rubbish that is not disposed of as sewage shall be collected in impervious containers in such manner as not to become a nuisance or a health hazard and shall be removed to an outside storage area at least once a day.
- A) The refuse storage area shall be kept clean, and free from nuisance.
- B) A sufficient number of impervious containers with tight fitting lids shall be provided and kept clean and in good repair.
- C) Carts used to transport refuse shall be constructed of impervious materials, enclosed, used solely for refuse and maintained in a sanitary manner.

SECTION 25 – SECURE ENVIRONMENT

- 25.1 An assisted living residence may choose to provide a secure environment as that term is defined in section 2. A secure environment, which may be provided throughout an entire assisted living residence or in a distinct part of an assisted living residence, shall comply with sections 1 through 24 of this chapter in addition to the requirements in this section 25.

- 25.2 An assisted living residence that uses any methods or devices to limit, restrict or prohibit free egress of one or more residents to move unsupervised outside of the ALR or any separate and distinct part of the ALR shall comply with this section regarding secure environment.
- 25.3 An assisted living residence with a secure environment shall include all the services provided in an unsecured environment plus any additional services specified in this section 25.

Written Disclosure

- 25.4 In addition to the information listed in section 11.7(A) through (K), an assisted living residence shall also disclose the following information to each potential resident and his or her legal representative before such individual moves into a secure environment:
- (A) The criteria for admission including the types of required assessments used to determine unique resident needs,
 - (B) The location of the secure environment and the methods of restrictions that are used,
 - (C) How the safety of residents is monitored within the building and the outdoor area, and
 - (D) Information on any specialty services such as memory care and/or special care services, including, but not limited to, a description of daily engagement opportunities.

Pre-Admission Assessment

- 25.5 Before an individual moves in, the assisted living residence shall complete a pre-admission assessment to determine the appropriateness and need for secure environment residency. The pre-admission assessment shall include all the items required for the comprehensive assessment in section 12.7(A) through (M), plus the following:
- (A) A face to face evaluation by a licensed practitioner which has occurred within the previous 90 calendar days and which describes the resident's medical condition and any cognitive deficits that contribute to wandering, compromised safety awareness and other types of conduct; and
 - (B) Detailed information from the resident's family and/or representative concerning the resident's recent relevant history and patterns of reduced safety awareness and wandering along with any strategies used to prevent unsafe wandering or successful exiting and any other known types of conduct.

Resident Admission

- 25.6 No individual shall be required to move in to a secure environment against their will unless legal authority for the admission of the individual has been established by guardianship, court order, medical durable power of attorney, health care proxy or other means allowed by Colorado law.
- 25.7 An individual may voluntarily agree to reside in a secure environment even though his or her physical or psychosocial status does not require such placement. In such circumstances, the assisted living residence shall assure that the resident has freedom of movement inside and outside of the secure environment at all times and that there is a signed resident agreement to that effect.
- 25.8 Once a resident moves into a secure environment, the assisted living residence shall comply with the following:

- (A) The assisted living residence shall evaluate a resident when the resident expresses the desire to move out of a secure environment and contact the resident's legal representative, practitioner and the state and/or local long-term care ombudsman, when appropriate;
- (B) The assisted living residence shall ensure that admission to and continuing residence in a secure environment is the least restrictive alternative available and is necessary for the physical and psychosocial well-being of the resident; and
- (C) If at any time a resident is determined to be a danger to self or others, the assisted living residence shall be responsible for developing and implementing a temporary plan to monitor the resident's safety along with the protection of others until the issue is appropriately resolved and/or the resident is discharged from the assisted living residence.

Re-Assessment

25.9 Each resident shall be re-assessed to determine his or her continued need for a secure environment every six months and whenever the resident's condition changes from baseline status.

- (A) As part of the secure environment re-assessment, the assisted living residence shall consult with the resident's attending practitioner, family and/or resident representative and review service documentation dating back to the most recent comprehensive assessment.

Enhanced Resident Care Plan

25.10 In addition to the information required for a resident care plan at section 12.10, the care plan for each resident in a secure environment shall include the following:

- (A) A description of the resident's wandering patterns and known behavioral expressions along with individualized approaches to be implemented by staff to protect the resident and other residents with whom they have contact,
- (B) A description of how the resident will have continuous independent access to his or her individual room along with the ALR's plan to protect the resident from unwanted visitation by other residents,
- (C) Identification of the type and level of staff oversight, monitoring and/or accompaniment that the ALR deems necessary to meet the needs of the resident within the secure environment and secure outdoor area, and
- (D) Documentation describing the personal grooming and hygiene items that are determined safe for the resident to have in their own possession for self-care and how those items are stored to prevent unauthorized access by other residents.

25.11 The enhanced resident care plan shall be updated to reflect changes in the staff approach to meeting resident needs and when any medical assessment, appraisal or observations indicate the resident's care needs have changed.

Staff Training

- 25.12 The assisted living residence shall have a policy and procedure regarding the training of staff who provide services in a secure environment. The policy shall include, at a minimum, information on the appropriate staff response when there is a missing resident or resident incident/altercation along with distribution of staff when responding to such an event to ensure that there is sufficient staff presence for the continued supervision of other residents.
- 25.13 In addition to the training requirements in section 7.9, staff assigned to a secure environment shall receive training and education on assisted living residence policies and procedures specific to the secure environment resident care, services and protections. Such training shall include, at a minimum, the following:
- (A) Information on the secure environment that identifies and describes the areas where residents have free passage, where passage may be restricted and where passage is prohibited,
 - (B) Information regarding the current mobility status of all residents so that staff are prepared to successfully evacuate all residents in the event of an emergency,
 - (C) Information on the location of the storage area which is not accessible to residents including a description of what items or contents are required to be kept in the storage area, and
 - (D) Information on the equipment and devices used to secure the environment including how to override or disarm such devices, along with expectations for response if staff are alerted to an alarm.
- 25.14 Before a staff member is allowed to work independently in the secure environment, the assisted living residence shall provide each staff member with a minimum of eight hours of training and education on the provision of care and services for residents with dementia/cognitive impairment.
- (A) The training shall be provided through structured, formalized classes, correspondence courses, competency-based computer courses, training videos or distance learning programs.
 - (B) The training content shall be provided or recognized by an academic institution, a recognized state or national organization or association, or an independent contractor or group that emphasizes dementia/cognitive impairment care.
 - (C) The training shall cover, at a minimum, the following topics:
 - (1) Information on disease processes associated with dementia and cognitive impairment including progression of the diseases, types and stages of memory loss, family dynamics, behavioral symptoms and limitations to normal activities of daily living;
 - (2) Information on non-pharmacological techniques and approaches used to guide and support residents with dementia/cognitive impairment, wandering and socially challenging behavioral expressions of need or distress;
 - (3) Information on communication techniques that facilitate supportive and interactive staff-resident relations;

- (4) Positive therapeutic approaches and activities such as exercise, sensory stimulation, activities of daily living and social, recreation and rehabilitative activities;
- (5) Information on recognizing physical symptoms that may cause a change in dementia/cognitive impairment such as dehydration, infection, and swallowing difficulty; along with individualized approaches to assist or address associated symptoms such as pain, decreased appetite and fluid intake and/or isolation; and
- (6) Benefits and importance of person-centered care planning and collaborative approaches to delivery of care.

25.15 The assisted living residence shall ensure that each staff member assigned to the secure environment completes eight clock hours of continuing education within each 12-month period beginning with the date of initial assignment. The education shall include topics covered in the initial training and may include other topics relevant to the population served at the assisted living residence.

Staffing

25.16 The assisted living residence shall have a sufficient number of trained staff members on duty in the secure environment to ensure each resident's physical, social and emotional health care and safety needs are met in accordance with their individualized care plan.

25.17 The assisted living residence shall consider the day to day resident needs and activity, including the intensity of staff assistance, on an individual resident basis to determine the appropriate level of staffing. At a minimum, there shall be one trained, awake staff member on duty at all times.

25.18 Staff members shall be familiar with each resident's specific care-planned needs and the unique approaches for assisting with care and safety.

Care and Services

25.19 In addition to the requirements for resident care services in section 12, each assisted living residence with a secure environment shall establish policies and procedures for the delivery of resident care and services that include, at a minimum, the following:

- (A) A system or method of accounting for the whereabouts of each resident;
- (B) The system or method staff members are to use for observation, identification, evaluation, individualized approach to and documentation of resident behavioral expression; and
- (C) Assistance with the transition of residents to and from the secure environment and when changing rooms within a secure environment.

25.20 Residents who indicate a desire to go outside the secured area shall be permitted to do so with staff supervision except in those situations where it would be detrimental to the resident's health, safety or welfare.

- (A) If the assisted living residence is aware of an ongoing issue or pattern of behavioral expression that would be exacerbated by allowing a resident to go outside the secure area, it shall be documented in the resident's enhanced, individualized care plan.

Family Council

- 25.21 The assisted living residence shall meet the requirements of section 13.10 regarding the internal grievance and complaint resolution process. In addition, the assisted living residence shall hold regular meetings to allow residents, their family members, friends, and representatives to provide mutual support and share concerns and/or recommendations about the care and services within each separate secure environment.
- (A) Such meetings shall be held at least quarterly at a place and time that reasonably accommodates participation; and
 - (B) The assisted living residence shall provide adequate advance notice of the meeting and ensure that details regarding any meeting are readily available in a common area within the secure environment.

Resident Rights

- 25.22 The assisted living residence shall ensure that residents in a secure environment have all the same resident rights as set forth in section 13 of this chapter including, but not limited to, the right to privacy and confidentiality.

Discharge

- 25.23 The assisted living residence shall follow the requirements of sections 11.11 through 11.17 regarding resident discharge when moving a resident out of a secure environment unless the move is voluntarily initiated by the resident's legal representative.

Physical Design, Environment and Safety

- 25.24 The assisted living residence shall ensure that residents have freedom of movement to common areas and resident personal spaces.
- 25.25 A secure environment shall meet the following criteria:
- (A) There shall be a multipurpose room for dining, group and individual activities and family visits,
 - (B) Resident access to appliances shall only be allowed with staff supervision,
 - (C) There shall be a storage area which is inaccessible to residents for storage of items that could pose a risk or danger such as chemicals, toxic materials and sharp objects;
 - (D) The corridors and passageways shall be free of objects or obstacles that could pose a hazard,
 - (E) There shall be documentation of routine monthly testing of all equipment and devices used to secure the environment, and
 - (F) There shall be a secure outdoor area that is available for resident use year-round that:
 - (1) Is directly supervised by staff,
 - (2) Is independently accessible to residents without staff assistance for entrance or exit,

- (3) Has comfortable seating areas,
- (4) Has one or more areas that provide protection from weather elements, and
- (5) Has a fence or enclosure around the perimeter of the outdoor area that is no less than 6 feet in height and constructed to reduce the risk of resident wandering or elopement from the area.
 - (a) If the fence or enclosure has gated access which is locked, all staff assigned to the secure environment shall have a readily available means of unlocking the gate in case of emergency.

Editor's Notes

6 CCR 1011-1 has been divided into separate chapters for ease of use. Versions prior to 05/01/2009 are located in the main section, 6 CCR 1011-1. Prior versions can be accessed from the All Versions list on the rule's current version page. To view versions effective on or after 05/01/2009, select the desired chapter, for example 6 CCR 1011-1 Chap 04 or 6 CCR 1011-1 Chap 18.

History

Sections 1.102, 1.104, 1.105, 1.113 eff. 11/01/2008.

Sections 1.103, 1.113(2) eff. 12/30/2008.

Section 1.104(5)(n) repealed eff. 04/30/2011.

Sections 103(2)(d), 103(2)(f) eff. 09/30/2011.

Sections 103(2), 105(2)(c)(ii) eff. 03/17/2013.

Sections 1.102(25), 1.102(31), 1.103(3), 1.104(3)(f)(ii)(B), 1.104(4)(a)(i), 104(5)(b), 1.108(9), 1.109(2)(b), 1.111(1)(a), 1.111(2)(a), 1.113 eff. 08/14/2013.

Sections 1.102(1), 1.102(8), 1.102(34), 1.105(1)(b)(iv), 1.106(3) eff. 07/15/2014.

Sections 1.102(6)(c), 1.105(1)(b)(iii), 1.105(6)(a)(iii) eff. 12/15/2014.

Sections 1.103(2)-1.103(2)(d)(ii)(B) eff. 08/14/2015.

Chapter 7 entire rule eff. 06/14/2018.

From: [Jennifer Vyhldal](#)
To: [Gretchen E Ricehill](#)
Subject: Permit appeal
Date: Thursday, March 26, 2020 2:08:55 PM

To whom it may concern,

I am the homeowner at 1709 Grand Avenue. My neighbor, Yesenia, is at 1713 Grand Ave and is trying to appeal a denied permit.

It says there will be a public hearing on April 2. How will this be held with restrictions in place during the shelter in place mandated by the state?

I have already once expressed my concerns via email and in person in November of 2019. I am a solid no for many reasons.

I did not like what I heard in November 2019 regarding requirements for inspections and codes. In this time of pandemic, I can't believe anyone is even trying to move elderly to a place that I'm assuming has none of the required medical equipment to take on an infectious disease. If this passes I will be sure to follow through in mandating codes at 1713 Grand.

As I said before, you can refer to my previous email. This is ridiculous giving more time to something that should not happen. She said she was moving her family out of the home. No one has moved out. If she has so much money to move her family out, why doesn't she leave her family there and purchase a place elsewhere to run her business? Too many people already use my driveway and cut across my lawn to get to her residence as it is. With more tenants, employees, and visitors, this will just drive more traffic in and around my home. She has one way in and one way out. Grand Ave is already busy and is to only grow in the coming years.

I also had to make a phone call to code enforcement this winter. Sidewalks were not shoveled. She can not maintain this if she is the onsite employee taking care of said tenants. This now brings me to another question. If something were to happen as someone was using my sidewalk to get to hers and gets hurt, who is that on?

This cannot happen here. Leave our neighborhood as just that. A neighborhood. If you give one person an inch, the rest will run a mile and more businesses will want go up. No thank you.

Please take into consideration that I would like to see this denied. If you have any questions or would like to get an up close look at many other property faults that need to be stitched up before this goes forward I'd love to show you the fences in place and yard work that needs tended too.

Thanks
Jennifer Vyhldal and family
Homeowner at 1709 Grand Ave
719-661-8020

From: 9703669851@pm.sprint.com
To: [Gretchen E Ricehill](#)
Date: Friday, March 27, 2020 2:14:05 PM

Sent from my mobile.

March 26, 2020

To whom it may concern

This letter is to urge your counsel to grant Mrs. Gonzalez position to appear and maintain her facility Mrs. Gonzalez has worked on me and with me for the last three years she is timely humorous and knowledgeable I am partially paralyzed bedridden and my pain level fluctuates Mrs. Gonzalez pays me exercises me and massage tired old body I am 81 years old and hope to be one of her first customers thank you.
The words should read to grant Mrs. Gonzalez permission to open and maintain her facility I've also gotten here where if she needs to bathe me I'm trying to figure out here just a minute
Signed Carole. York 970-497-6962

From: [Yessenia Gonzalez](#)
To: [Gretchen E Ricehill](#)
Subject: Fwd:
Date: Sunday, March 29, 2020 8:23:40 AM

----- Forwarded message -----

From: <debradcostner@gmail.com>
Date: Sun, Mar 29, 2020 at 7:53 AM
Subject:
To: <ygonzalez1713@gmail.com>

To whom it may concern,

My name is Debbie Costner and I am writing this letter about a wonderful person that I have more respect for than any person I have met in my 37 years of living in the Roaring Fork Valley Yessina Gonzalez.

I met her while supervising a job in Aspen 15 years ago. She was 1 of about 10 women hired for a construction cleaning job. Within 2 days I knew she was responsible, reliable and caring. She had more drive and motivation to be successful and to provide for her family than anyone I had ever met even with the language barrier. She immediately became my right hand person and wouldn't have been able to successfully finish the job without her as it was the most difficult job I had experienced at that time.

I have had a cleaning business for 20 years. In 2006 I was in a bad car wreck and acquired a brain injury. I struggled to communicate with people and to do every day tasks. That's when I found out just what a honest caring person that she really was. She was the only person that was honest with me about being a different person and that's including my family and friends I had known for ever. She knew how to respond to me as if she had taken care of people with brain injury for her whole life. She has been that same person even before she went to school. You can't teach that to someone that has to come from within. I could never repay her for her love, understanding and caring help.

I have watched Yessina come to this country learn the language, become a citizen, set goals and achieve them. She has become my wonderful friend in the process. I wouldn't be where I am today if I hadn't had her love, honesty and caring understanding. I am extremely grateful to her.

We need people like her so desperately in our community. She deserves this opportunity to make her home the most caring place a person could be at this difficult time in a persons life. Please give her this opportunity to every person and their families for the care that I have witnessed personally. It will be the best asset to the Glenwood community. She just wants a opportunity to prove that and she will!!!!!!!

Thank you for your time

Debbie Costner.

970-274-6922 if you have any questions

Sent from my iPhone

March 25, 2020

Re: Yesenia Gonzalez, CNA
Glenwood Springs, Colorado
970-366-9851

To Whom it May Concern:

It is because Ms. Gonzalez is applying to create a care residence that we offer the following recommendation.

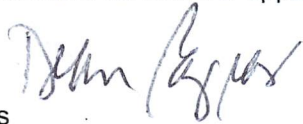
Ms. Gonzalez has provided care services for my mother, Penelope A. Pappas, 97, since September 21, 2017 (2 years). Ms. Pappas is legally blind (macular degeneration), and essentially immobile due to deteriorated knee joints and back surgeries. Ms. Pappas is also in chronic pain throughout her entire body, and suffers slight cognitive impairment.

Ms. Gonzalez has been providing bathing services, massage services, pain reduction services, as well as assistance in eating, dressing, and grooming two to three days a week. Ms. Gonzalez also has assisted by reading to Ms. Pappas as well as watching TV (where Ms. Gonzalez explains the action to Ms. Pappas).

Our family finds Ms. Gonzalez to be exceptionally personable, dedicated to her career and clients, and fully committed to client care (both clinical and social).

We find that her skills and talents lend themselves directly to operating a full-scale residential facility, and recommend that her application be approved.

Sincerely,



Dean Pappas
24 North Bill Creek Road
Carbondale, Colorado 81623
970-963-2743

March 31, 2020

Chris Bergerud
PO Box 543
Snowmass, CO 81654
970.922.9020

To whom it may concern:

This is a letter to wholeheartedly recommend Yesenia Gonzalez to run an elderly care facility and serve as a home healthcare specialist. She is highly professional in all regards, with the business acumen to successfully manage multiple clients, balancing differing needs and demands simultaneously.

She cared for my father for approximately a year. In that time she helped him with day-to-day tasks, including errands, home maintenance, healthcare, meals and transportation. She has deep knowledge in elderly care, with a keen awareness of challenges her clients are facing.

My father trusted her like he has trusted no other professional before or since, considering her a good friend. She was able to maintain a professional relationship with Larry while at the same time truly caring for his welfare. There were times where she was the only one who could communicate difficult information to Larry in a way that he would listen and take action. In addition, she was highly communicative with me, letting me know when there were health problems or other issues requiring my assistance.

Please feel free to contact me directly if I can answer further questions.

Regards,

A handwritten signature in black ink, appearing to be 'Chris Bergerud', with a large, sweeping loop at the end.

Chris Bergerud

From: [Kendra Page](#)
To: [Gretchen E Ricehill](#)
Subject: Special use permit application: personal care boarding home
Date: Wednesday, April 1, 2020 9:26:21 PM

April 01,2020
Dear commissioners

I am writing this letter to strongly support the applicant, Yesenia Gonzalez, and support for the personal care boarding permit.

Hi my name is Kendra page I support this applicant because she is very good at what she does, has worked and continues to work very hard everyday, and is such a passionate person. Having easy access to the grocery store and the hospital makes it the perfect location, I believe Yesenia Gonzalez is a perfect applicant for a personal care boarding home permit.

Sincerely

Kendra Page
133 Quail Run Carbondale CO 81623
970987149

APRIL 12, 2020

PfZ
101 W. 8th Street
GLENWOOD, SPRINGS, Colorado

to: The planning and zoning commission,

This letter is in regard to the application before you for an assisted living facility to be operated by YESENIA GONZALEZ.

I spoke in favor of this use at the earlier hearing and I wish to do so again with this letter.

I lived at 1025 GRAND AVE in the early '60s. Next door was the house of PAUL HOVK, the forest ranger. That house was replaced by the 7-11 store. Some may say that was a poor decision but I'd like to point to other small markets along Grand Ave. Hubbards and Kenrose come to mind. The poor decision was cutting down the overhanging trees to turn GRAND AVE into 4 lanes. That was the end of congenial residential.

It seems to me that there are few better locations for an assisted living facility. I don't need to point out the pedestrian crosswalk and bus route, a park and medical facility within walking distance. I can attest to the skill and compassion of Ms GONZALEZ. Please approve this use for GLENWOODS' sake.

yours truly,

Richard DAVIS

Mary L. Davis

September 26, 1944 — February 17, 2020

Mary Lou Hammond Rimbach Davis died gracefully at her home on the Crystal River with her husband by her side.

She was born in Phoenix, Arizona, to James Henry and Mary Louise Manshreck Hammond. Her older brother James Franklin Hammond also predeceased

her.

Mary is survived by her husband Rick Davis, brothers Larry and Charles and her son Richard Rimbach along with his wife Julie and their three sons Rich, Ryan and Christopher.

Mary worked joyously at Holy Cross Energy for 28 years,

electrifying the consumer relations department with screams and peals of laughter.

She is so grateful to her loving, devoted caregivers Maria and Yesenia Gonzalez.

A celebration of her life will occur in the springtime. In lieu of flowers please donate to: alz.org.



More Obituaries, page A11

Date: April 01, 2020

To: City of Glenwood Springs, CO
City Council

From: Graciela Tilley
Orem, UT

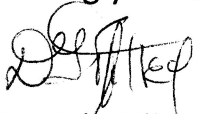
Re: Yesenia Gonzalez Special Use Permit
1713 Grand Ave.
Glenwood Springs, CO

Yesenia Gonzales has been my friend since 2005, when she trained me in my CNA duties where we worked for Heritage Park Care Center, Carbondale, Colorado. She has supervisor's skills in training, supervising, and evaluating a CNA's ability while working with needful patients.

Yesenia encouraged me and helped me to continually educate myself on the newest technics from Colorado Mountain College in providing the best service available to disabled patients and the elderly, needing around the clock assistant.

Yesenia knows how to set her home up, into a very efficient group home for those needing her skilled services. Yesenia's group home will be an asset to the neighborhood in knowing there is a loving, caring aide taking care of someone's beloved family member in the best environment.

I strongly concur with you in granting Yesenia's Special Use Permit.


Graciela Tilley
CNA

APRIL 12, 2020

PfZ
101 W. 8th Street
GLENWOOD, SPRINGS, Colorado

to: The planning and zoning commission,

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More Obituaries, page A11

From: [Jennifer Vyhldal](#)
To: [Gretchen E Ricehill](#)
Subject: Re: Permit appeal
Date: Monday, April 6, 2020 10:34:17 PM

Please forward once again

I assumed these items were to be addressed and taken care of along with her credentials for nursing and business. All I'm seeing added here is her fire suppression system. Parking and a one way in/out will not be sufficient. As the council stated, possibly moving the elderly upstairs is not addressed. Stacking them in smaller rooms in the basement is not an upgrade to this addition. Once again, in a time of pandemic, I want to see standards for protection in place. This shouldn't even be a question of if but should be proved. If she wants this so bad, why doesn't she keep her family there and use her resources that she's going to move her family out of the home, to purchase a desirable location to run her so called business. I will be holding this to the utmost standards.

> On Apr 6, 2020, at 6:21 PM, Gretchen E Ricehill <gretchen.ricehill@cogs.us> wrote:
>

From: Jennifer Vyhldal <jv4vyhldal@gmail.com>
Sent: Thursday, April 23, 2020 4:32 PM
To: Gretchen E Ricehill <gretchen.ricehill@cogs.us>
Subject: Permit for 1713

To whom it may concern,

If I have to, I will start documenting and taking pictures of anything and everything. This picture is one prime example that was addressed during the first meeting on deliveries. Not only does UPS and other delivery services use other people's driveways to make a delivery to homes up and down Grand it's a hazard.as you can see, he is not parked at her residence but is at her door. It's a hazard. I can't tell you how many countless times my children have been in the driveway playing and we are caught off guard because they think they can whip in and park wherever they please. She has one way in and out of her place. I will not let her business become a parking lot for the increased activity in our neighborhood.



From: [CHERI L. MURRAY](#)
To: [Gretchen E Ricehill](#)
Subject: Support for Special Use Permit for 1713 Grand Avenue
Date: Monday, May 4, 2020 12:33:09 PM

May 4, 2020

To: Glenwood Springs Planning and Zoning Commission

RE: Letter of support for Ms. Yesenia Gonzalez Hernandez and a Special Use Permit at 1713 Grand Avenue, requesting a reversal of your denial for this permit.

Having reviewed the plans put before you by Ms. Yesenia Gonzalez Hernandez, and having read her appeal to you to reverse your denial; I find this to be a well defined project and, *"As noted in the staff report (11/26/2019) the application and use meets several goals of the Comprehensive Plan"* and precedent has been set by such a business already within a GWS neighborhood. Regulation will be by the State and Ms. Gonzalez Hernandez has established herself as an exemplary business professional, member of the Glenwood Springs community and continues to demonstrate her willingness to work with the City and regulating agencies.

The establishment of a Personal Care Boarding Home/Assisted Living Group home fits well with the neighborhood. I've lived in GWS for 30+ years and have 2 house rentals at 10th and Blake Avenue. The city needs additional housing and needs this niche type of residence. I now live in Aurora, CO so that my parents can age out in their home. Homes converted to ALR's are prevalent in the Denver Metro area. They are beneficial to society as a whole by providing homes/housing to a population that can no longer live on their own and yet enjoy living with others.

Unlike home conversions to Vacation Rental Properties like Airbnb, the ALR keeps a house a home (residential) and part of the neighborhood. To be a community people need to live there and this project provides housing to members of the GWS community not well served, people who are related to other members within the community. It seems a win win.

Ms. Gonzalez Hernandez has worked hard to listen to your suggestions and meet all requirements. Please consider the benefit and appropriate residential

nature of this business and grant Ms. Gonzalez Hernandez a Special Use Permit for a Personal Care Boarding Home at 1713 Grand Avenue.

Respectfully,

Cheri Murray
18011 E. 14th Drive
Aurora, CO 80011
(970)945-2128



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: Blue Star Recycling

Action Requested: Discussion on Electronic Recycling Operations

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs operates an electronic recycling program at the landfill. This program takes in approximately 67,000 lbs of recycled electronics each year. 66% of this materials is monitors/TVs, the remaining amount falls into the other electronics category. Currently the electronics program is being serviced by IT Refresh out of Fort Collins, Colorado. Approximately once a month IT Refresh sends up a truck that loads out the material and brings it back to Fort Collins for processing. They are a certified electronics company and they have been good to work with since 2016. The electronics recycling program cost the City approximately \$24,000 dollars to run in 2019, but brought in a revenue of \$42,000 dollars. This program helps offset some of the other recycling costs that the landfill/City incur by operating the main recycling center at the landfill.

Blue Star Recycling has approached the City with a proposal to take over the electronics recycling hauling and processing for the materials that we collect at the landfill. Staff has looked at the proposal and based on the 2019 collection weights, Blue Star would cost the landfill approximately \$33,000 dollars a year versus the current \$24,000 a year based on IT Refresh rates. Blue Star potentially have secondary social benefit to the valley which Councilor Kaup will discuss with the Council.

Issues: Discussion on IT Refresh versus BlueStar Recyclers

Staff Recommendation: None at this time.



City Council
STAFF REPORT
City of Glenwood Springs
May 7, 2020

Agenda Item: IGA between the City of Glenwood Springs and RFTA for the Purchase of Property and the Performance of Transportation Projects

Action Requested: Approve the IGA between the City of Glenwood Springs and Roaring Fork Transportation Authority (RFTA) for the sale of the MOC and associated Contract to Buy and Sell Real Estate and Addendum thereto.

Department: Attorney

Presented By: Karl Hanlon

Background Info: The City's sale of the MOC was approved by an affirmative vote of a majority of the qualified voters in the April 14, 2020 election. The IGA and Contract to Buy and Sell Real Estate presented for City Council review and approval have been approved by RFTA. The Addendum reflects RFTA's counter-proposal regarding the City's contribution toward remediation costs.

Issues:

Staff Recommendation:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GLENWOOD SPRINGS AND THE ROARING FORK
TRANSPORTATION AUTHORITY FOR THE PURCHASE OF PROPERTY AND THE
PERFORMANCE OF TRANSPORTATION PROJECTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____ 2020, regardless of the day actually signed, by and between the CITY OF GLENWOOD SPRINGS, COLORADO (the “City”) and the ROARING FORK TRANSPORTATION AUTHORITY (“RFTA”), together “the Parties”.

WHEREAS, the City has offered to sell and RFTA desires to purchase that real property, commonly known as the Glenwood Springs Municipal Operations Center (the “GMOC”) and access road to the GMOC, described in that Contract to Buy and Sell Real Estate and the Addendum thereto (collectively the “Contract”), a copy of which Contract is attached hereto and made a part hereof as Exhibit “A”; and

WHEREAS, upon the successful closing of the Contract RFTA has agreed to perform the following

- Provide \$200,000 cash (an amount identified in RFTA’s approved Destination 2040 Plan) for design and/or construction of the Elementary School and High School connections to the River Walk Trail and the crossing of the RFTA Rio Grande railroad corridor, and to make other trail and trail connection improvements along the Rio Grande Railroad Corridor within Glenwood Springs.
- Contribute \$100,000 more than Glenwood Springs contributes for the Glenwood Springs/RFTA Corridor Study, reducing Glenwood Springs’ estimated share to \$241,000.
- Pay the expense for the demolition of the GMOC building, currently estimated to cost approximately \$695,000.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, the Parties agree to this IGA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Purchase of GMOC by RFTA.**

a. Simultaneous with the execution of this Agreement the City and RFTA shall also execute the Contract attached hereto as Exhibit “A” for a purchase price of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000) as provided therein, and shall proceed to close the Contract in accordance with its terms.

b. If the City wants to continue to use the GMOC on a temporary basis after closing of the Contract, the City and RFTA shall enter into a Use Agreement in the form attached as Exhibit “B,”

c. Transportation Projects. Following the closing of the Contract as set forth herein, RFTA shall proceed with the following projects that are of mutual interest to the City and RFTA:

- Provide \$200,000 cash (an amount identified in RFTA’s approved Destination 2040 Plan) for design and/or construction of the Elementary School and High School connections the River Walk Trail and the crossing of the RFTA Rio Grande railroad corridor, and to make other trail and trail connection improvements along the Rio Grande Railroad Corridor within Glenwood Springs.
- Contribute \$100,000 more than Glenwood Springs contributes for the Glenwood Springs/RFTA Corridor Study, reducing Glenwood Springs’ estimated share to \$241,000.
- At the sole cost and expense of RFTA demolish the GMOC building, currently estimated to cost approximately \$695,000.

3. Public Record. The Parties shall cause all documents necessary to fulfill the purposes of this IGA to be recorded in the Office of the Garfield County Clerk and Recorder.

4. Preservation of Purpose and Survival. No portion of this IGA shall be read or understood to alter, amend, or terminate the purpose and intent of the IGA or the rights and responsibilities of the Parties created therein. Any conflict between the provisions of this IGA shall be resolved by the Parties in a manner agreed to be the least disruptive to the preservation of the IGA’s purpose.

5. Breach and Notice. If either Party fails to perform its respective obligations under this Agreement, the non-breaching Party shall provide thirty (30) days’ notification of such failure to the breaching Party’s representative as provided in paragraph 17. If the breaching Party fails to correct or remedy the breach, the non-breaching Party may proceed in law or equity to seek injunctive relief, specific performance, and/or damages incurred as a result of the Breach. With regard to the Contract attached as Exhibit “A”, however, the terms of the Contract shall control.

6. Good Faith. There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

7. No Waiver of Governmental Immunity Act. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either Party. C.R.S. § 24-10-101 *et seq.*

8. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

9. **No Third-Party Beneficiary.** No third party may enforce or rely upon this IGA.

10. **Term of Agreement.** This IGA shall become effective upon signature of the last Party to sign and will terminate upon completion of the Transportation Projects described in Paragraph 2(c) except as otherwise provided for herein. All rights concerning remedies, fees and costs shall survive termination of this IGA.

11. **Amendment and Assignment.** This IGA may be amended by the Parties solely through a written agreement signed by both Parties. This IGA may not be assigned by either Party.

12. **Counterparts.** This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this IGA or subsequent modifications thereto, shall be effective for all purposes.

13. **Governing Law, Venue and Survival.** The laws of the State of Colorado to the extent not preempted by federal law shall govern the validity, performance and enforcement of this IGA. Should either Party institute legal action for enforcement of this IGA, venue of such action shall be in the United States District Court for the District of Colorado, if the court has jurisdiction; otherwise, any such action shall be filed in Garfield County, Colorado.

14. **Whole Agreement.** This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.

15. **Section Headings.** The section headings in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

16. **Authority.** Each Party signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

17. **Notice and Representatives.** All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

To City: City of Glenwood Springs
Attn.: City Manager
101 West 8th Street
Glenwood Springs, CO 81601

With copy to: City of Glenwood Springs.
Attn.: City Attorney
101 West 8th Street
Glenwood Springs, CO 81601

To RFTA: Roaring Fork Transportation Authority
Attn.: Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81601

With copy to: Roaring Fork Transportation Authority
RFTA General Counsel
2307 Wulfsohn Road
Glenwood Springs, CO 81601

18. **Change of Representatives.** Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.

19. **Severability.** Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA.

IN WITNESS WHEREOF, the City and RFTA have executed duplicate originals of this Agreement.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Catherine Mythen Fletcher, City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

ROARING FORK TRANSPORTATION AUTHORITY

ATTEST:

Secretary

By: _____
Art Riddle, Chair

Date: _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-18) (Mandatory 1-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☐ Property with No Residences
☐ Property with Residences-Residential Addendum Attached

Date: February 1, 2020

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. **Buyer.** Roaring Fork Transportation Authority (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. **Seller.** City of Glenwood Springs (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Garfield, Colorado:
See Exhibit "1" attached hereto

known as No. _____	<u>GlenwoodSprings</u>	<u>CO</u>	<u>81601</u>
Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): ☐ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: **Fixtures and Furniture**

54 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
 55 _____; and the use or ownership of the following storage facilities: **All appurtenant to property**.
 56 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.
 57 **2.5.6. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:
 58 **All trade fixtures on the property**

59
 60
 61 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
 62 property taxes for the year of Closing), liens and encumbrances, except **None**. Conveyance
 63 will be by bill of sale or other applicable legal instrument.

64 **2.6. Exclusions.** The following items are excluded (Exclusions):
 65
 66
 67

68 **2.7. Water Rights/Well Rights.**

69 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights: **All appurtenant to the property**
 70
 71

72
 73 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

74 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and
 75 2.7.4, will be transferred to Buyer at Closing:
 76
 77

78 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
 79 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
 80 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 81 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
 82 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 83 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 84 _____

85 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
 86 **N/A**
 87
 88

89 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 90 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
 91 applicable legal instrument at Closing.

92 **3. DATES, DEADLINES AND APPLICABILITY.**

93 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	N/A
		Title	
2	§ 8.1, 8.4	Record Title Deadline	45 days from MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	50 days from MEC
4	§ 8.3	Off-Record Title Deadline	45 days from MEC
5	§ 8.3	Off-Record Title Objection Deadline	50 days from MEC
6	§ 8.5	Title Resolution Deadline	55 days from MEC
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	30 days from MEC
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	30 days from MEC

		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A
18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	30 days from MEC
24	§ 9.3	New ILC or New Survey Objection Deadline	50 days from MEC
25	§ 9.3	New ILC or New Survey Resolution Deadline	55 days from MEC
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	50 days from MEC
27	§ 10.3	Inspection Termination Deadline	55 days from MEC
28	§ 10.3	Inspection Resolution Deadline	60 days from MEC
29	§ 10.5	Property Insurance Termination Deadline	N/A
30	§ 10.6	Due Diligence Documents Delivery Deadline	30 days from MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	40 days from MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	50 days from MEC
33	§ 10.6	Environmental Inspection Termination Deadline	55 days from MEC
34	§ 10.6	ADA Evaluation Termination Deadline	55 days from MEC
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1, 11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
39	§ 12.3	Closing Date	60 days from MEC
40	§ 17	Possession Date	At Closing
41	§ 17	Possession Time	At Closing
42	§ 28	Acceptance Deadline Date	09/22/2019
43	§ 28	Acceptance Deadline Time	5:00 p.m.

3.2. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 1,260,000	
2	§ 4.3	Earnest Money		\$ N/A
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A

7				
8				
9	§ 4.4	Cash at Closing		\$ 1,260,000
10		TOTAL	\$	\$ 1,260,000

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a N/A, will be payable to and held by N/A (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (c.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, ☒ Does ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:

☐ Conventional ☐ Other _____

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at \$_____ per _____ including principal and interest presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ Real Estate Taxes ☐ Property Insurance Premium and ☐ _____

Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

Seller ☐ Will ☐ Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at Closing of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$_____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a

licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ Buyer ☐ Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before Seller or Private Financing Deadline.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

208 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
209 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
210 **Objection Deadline**, notwithstanding § 8.3 or § 13:

211 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
212 or

213 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
214 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

215 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
216 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
217 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal
218 of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

219 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
220 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
221 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
222 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
223 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
224 waived in writing by Buyer.

225 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
226 ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,
227 lender's agent or all three.

228 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community
229 and subject to the declaration (Association).

230 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
231 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
232 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
233 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
234 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
235 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
236 **ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE**
237 **ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DERT. THE**
238 **DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE**
239 **OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE**
240 **ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.**
241 **PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE**
242 **FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY**
243 **READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
244 **THE ASSOCIATION.**

245 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined
246 below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
247 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
248 Buyer's receipt of the Association Documents, regardless of who provides such documents.

249 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

250 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating
251 agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under
252 § 38-33.3-209.5, C.R.S.;

253 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers'
254 meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S.
255 (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the
256 preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

257 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
258 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list
259 must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies
260 listed (Association Insurance Documents);

261 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
262 disclosed in the Association's last Annual Disclosure;

263 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
264 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
265 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent

266 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
267 Association's community association manager or Association will charge in connection with the Closing including, but not limited
268 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
269 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list
270 of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4
271 and 7.3.5, collectively, Financial Documents);

272 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
273 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
274 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under §
275 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the
276 common elements or limited common elements of the Association property.

277 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
278 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
279 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
280 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
281 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
282 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
283 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
284 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any
285 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

286 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

287 **8.1. Evidence of Record Title.**

288 ☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
289 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
290 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
291 Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be
292 issued and delivered to Buyer as soon as practicable at or after Closing.

293 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
294 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
295 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
296 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

297 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
298 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
299 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
300 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6)
301 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
302 will be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____
303 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
304 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
305 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
306 object under § 8.5 (Right to Object to Title, Resolution).

307 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
308 covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of
309 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
310 Documents).

311 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
312 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
313 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
314 party or parties obligated to pay for the owner's title insurance policy.

315 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
316 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

317 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
318 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
319 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
320 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
321 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
322 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
323 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object

to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the **Record Title Deadline** or the **Off-Record Title Deadline**, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the **Title Resolution Deadline** also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,

including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☒ **New Survey** in the form of See Addendum "A" attached hereto; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☒ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. **Seller's Property Disclosure.** On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. **Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. **Inspection Objection.** On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. **Terminate.** On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. **Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. **Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline:

- ☒ 10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;
- ☐ 10.6.1.2. Property tax bills for the last _____ years;
- ☒ 10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☒ 10.6.1.4. A list of all Inclusions to be conveyed to Buyer;
- ☒ 10.6.1.5. Operating statements for the past 5 years;
- ☐ 10.6.1.6. A rent roll accurate and correct to the date of this Contract;
- ☒ 10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

☐ 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
☒ 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;
☒ 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);
☒ 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
☒ 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
☒ 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
☐ 10.6.1.14. Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____ at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted]

554 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
555 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
556 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
557 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
558 withheld or delayed.

559 **11. ESTOPPEL STATEMENTS.**

560 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
561 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
562 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel
563 Statement) attached to a copy of the Lease stating:

564 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

565 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
566 amendments;

567 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

568 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

569 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

570 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
571 demising the premises it describes.

572 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
573 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
574 required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

575 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**
576 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
577 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
578 waive any unsatisfactory Estoppel Statement.

579

CLOSING PROVISIONS

580 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

581 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
582 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
583 Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
584 Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller
585 will furnish any additional information and documents required by Closing Company that will be necessary to complete this
586 transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

587 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☐ Are Not executed with
588 this Contract.

589 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
590 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
591 **Title Company**.

592 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary
593 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

594 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the
595 tender of any payment due at Closing, Seller, provided another deed is not selected, must execute and deliver a good and sufficient
596 special warranty deed to Buyer, at Closing. However, if the box is checked, the parties agree to use the corresponding deed
597 instead:

598 ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed.

599 **13.1. Special Warranty Deed and General Warranty Deed Exceptions.** If title will be conveyed using a special
600 warranty deed or a general warranty deed, title will be conveyed subject to:

601 **13.1.1.** General taxes for the year of Closing.

602 **13.1.2.** Distribution utility easements (including cable TV),

603 **13.1.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has
604 actual knowledge and which were accepted by Buyer in accordance with § 8.3 (Off-Record Title) and § 9 (New ILC or New
605 Survey),

606 **13.1.4.** Inclusion of the Property within any special taxing district,

13.1.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing and

13.1.6. Other _____

13.2. **Special Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by a special warranty deed, Seller will warrant title against all persons claiming by, through or under Seller subject to those specific recorded exceptions, if any, created during Seller's ownership of the Property and described by reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording information for each recorded document.

13.3. **General Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by a general warranty deed, Seller will warrant the title subject to those specific recorded exceptions described by reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording information for each recorded document.

14. **PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. **CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____

15.3. **Status Letter and Record Change Fees.** At least fourteen days prior to Closing Date, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.4. **Local Transfer Tax.** ☐ The Local Transfer Tax of _____ % of the Purchase Price must be paid at Closing by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s): _____ in the total amount of _____ % of the Purchase Price or \$ _____.

15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ _____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller

15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.8. **FIRPTA and Colorado Withholding.**

15.8.1. **FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. **Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. **PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the Closing Date, except as otherwise provided:

16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☒ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and

Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____ Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and All Utilities

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before

Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order

771 of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this
772 Contract.

773 **25. TERMINATION.**

774 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
775 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
776 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
777 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
778 satisfactory and waives the Right to Terminate under such provision.

779 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
780 returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

781 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
782 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
783 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
784 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
785 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
786 same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

787 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

788 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
789 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or
790 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
791 must be received by the party, not Broker or Brokerage Firm).

792 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
793 or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of
794 Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or
795 Brokerage Firm) at the electronic address of the recipient by facsimile, email or None

796 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
797 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
798 access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

799 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
800 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
801 located in Colorado.

802 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
803 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or
804 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
805 Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy
806 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

807 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
808 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title**
809 **Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity,**
810 **Insurability and Due Diligence.**

811 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

812 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
813 Commission.)

814 See Addendum "A" attached hereto and made a part hereof.
815
816
817
818
819
820
821

822 **31. OTHER DOCUMENTS.**

823 **31.1.** The following documents are a part of this Contract:
824 Addendum "A"

825
826
827 **31.2.** The following documents have been provided but are not a part of this Contract:
828 N/A
829
830

831 **SIGNATURES**

832 Buyer's Name: Roaring Fork Transportation Authority

Buyer's Name: _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 2307 Wulfsohn Road
Glenwood Springs, CO 81601

Address: _____

Phone No.: 970-384-4981

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: dblankenship@rfta.com

Email Address: _____

833 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: City of Glenwood Springs

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: 101 West 8th Street
Glenwood Springs, CO 81601

Address: _____

Phone No.: 970-384-6400

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

834
835 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ Seller's Agent ☐ Transaction-Broker in this transaction. ☐ This is a **Change of Status**.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

836

**ADDENDUM "A" TO THAT CERTAIN
COMMERCIAL CONTRACT TO BUY AND SELL REAL ESTATE
DATED _____, BY
THE CITY OF GLENWOOD SPRINGS, AS SELLER
AND
THE ROARING FORK TRANSPORTATION AUTHORITY, AS BUYER**

THIS ADDENDUM is entered into simultaneously with that Commercial Contract to Buy and Sell Real Estate hereinabove referenced ("Contract") and is supported by the same considerations as expressed therein and the mutual terms, conditions, and covenants set forth below. In the event of any conflict between the Contract and this Addendum, the provisions of this Addendum shall control. The Contract and this Addendum are sometimes collectively hereinafter referred to as "this Contract."

1. The Property. The Property, described in Paragraph 2.4 of the Contract and Exhibit "1" as "Property A", is an approximately 11 acre parcel commonly known as the Glenwood Springs Operations Center Property ("GMOC") that is part of a larger parcel to be subdivided by Seller at Seller's sole expense into a separate parcel before it can be conveyed to Buyer. Exhibit 1 is a preliminary version of the Glenwood Springs Municipal Operations Center subdivision map prepared by Schmueser Gordon Meyer. The Property shall include: (a) all easements, rights of way, and vacated roads, including, but not limited to, the .62 acre access road leading to the GMOC, streets and alleys, adjacent or appurtenant to the Property which shall be depicted on the survey provided by Seller; (b) all buildings, fixtures, and improvements on the Property (the "Improvements"); (c) all of Seller's right, title, and interest in and to all utility taps and deposits, licenses, permits, contract rights, warranties and guarantees, impound accounts, security and damage deposits, and all variations thereof, and all other intangible personal property associated with or related to the Property or the Improvements to be conveyed by Bill of Sale; (d) all of Seller's right, title, and interest in and to all water, ditch, reservoir, and well rights, interests and priorities, decreed or undecreed, tributary and nontributary, customarily used with or upon the Property or appurtenant thereto to be conveyed by Bill of Sale; (e) all furnishings, furniture, equipment, machinery, supplies, and the personal property owned by Seller, that Seller does not remove from the Property at the conclusion of Seller's occupancy on or before July 13, 2020 and made a part hereof to be conveyed by Bill of Sale; and (f) all of Seller's right, title and interest in and to the cell tower on the Property and all mobile equipment and apparatus attached or related thereto.

Seller will create an easement covering the entire 0.614 acre access parcel for access, drainage and utilities. This will be finalized on the platting.

Notwithstanding the above, Seller shall be entitled to reserve an easement, as depicted on Exhibit 1 for existing electric and fiber optic lines; subject, however, to Buyer's right, in Buyer's sole discretion, to relocate the easement in furtherance of Buyer's development and use of the Property.

2. Title Insurance. The title insurance package referred to in paragraph "7" shall be issued on the ALTA 1987 owner's form with the standard printed exceptions deleted.

3. Subdivision and Survey. On or before thirty (30) days after MEC as defined herein, Seller, at Seller's expense, shall provide copies of a boundary and improvement survey of the Property prepared from an on the ground inspection by a surveyor licensed in the State of Colorado. Such survey shall consist of an improvement survey Plat as defined in C.R.S. § 38-51-100.3, which survey shall appropriately locate all boundary corners of the Property not previously located. Such survey shall be dated as of a date no earlier than the date of this Contract and shall contain: (a) the correct legal description of the Property by platted lot description if the Property is platted, otherwise by metes and bounds descriptions; (b) all property dimensions of the Property and the location of all boundary corners of the Property; (c) the number of square feet contained within the Property; (d) the location of any all easements and rights of way which are revealed by physical inspection of the Property or the commitment and showing the recorded information for any easement and right of way created by a recorded instrument; and (e) the location of any and all improvements located on, under, or encroaching onto the Property including, but not limited to, any and all buildings, sidewalks, driveways, paved parking areas, roads, poles, overhead power lines, and fences.

It shall be considered a defect in title hereunder if any improvement located on the Property encroaches upon adjacent lands or if any improvements on adjacent lands encroach upon the Property or into zoning setbacks.

Such survey shall include the surveyor's certificate to Buyer and to the title insurance company providing the title insurance under the Contract, setting forth and verifying the accuracy of the legal description, shall certify that all the foregoing requirements are truly and accurately shown on the plat of such survey.

In the event Seller fails to complete the above items as specified herein, then Buyer, at Buyer's sole option and discretion, may declare this Contract null and void and of no further force and effect and have all earnest money, including interest, returned therewith, or in the alternative, Buyer may waive Seller's nonperformance and proceed to closing.

In the event such survey discloses any discrepancies in the location of boundaries or compliance with setback requirements or encroachments, Buyer, at Buyer's sole option, shall be entitled to terminate this Contract by written notice delivered to Seller on or prior to the survey objection deadline, whereupon all amounts therefor paid by Buyer as earnest money, if any, or other things of value shall be promptly refunded to Buyer and the parties shall have no further obligation or liabilities to each other.

4. Conditions Precedent to Buyer's Obligation.

4.1 Buyer's obligation to perform under this Contract is subject to and contingent upon satisfaction or waiver of each and every one of the following conditions:

a. Subdivision of the Property by Seller, at Seller's sole cost and expense as provided in paragraph 3 of this Addendum.

b. Approval of funding this contract by the RFTA Board, by written resolution no later than thirty (30) days after MEC as defined herein. In the event said approval is not granted, this Contract shall terminate and all earnest money deposits shall be returned to Buyer.

c. The ability of the issuer of the Title Commitment to issue its policies of title insurance, upon recordation of Seller's General Warranty Deed to Buyer, insuring title to the Property.

d. The truth and accuracy, as of closing, of the representations and warranties of Seller contained in this Contract.

e. Buyer's written approval, in Buyer's sole and subjective discretion, of the Property and all systems and conditions thereat (including, without limitation, heating, electrical, plumbing, paving, amenities, water, and roof, and geological and soils conditions), pursuant to physical inspection by Buyer or by whomsoever Buyer may designate on or before thirty (30) days after MEC as defined in this Addendum. Except as otherwise provided herein, no inference that Buyer has waived any right to rely on representations or warranties of Seller set forth in this Contract shall be drawn by Buyer's approval of the Property pursuant to said physical inspection.

f. There being no adverse change in the Property from the date of this contract to closing.

g. Seller shall place into Escrow \$50,000 to be used by Seller to pay one-half of Seller's costs incurred to remediate recognized environment conditions (RECs) existing on the Property at such time as Seller terminates occupancy of the Property and resulting from Seller's fueling activities on the Property. Seller's total obligation to Buyer for remediation shall be 1/2 of total remediation costs or \$50,000, whichever is less. In the event 1/2 of remediation costs is less than \$50,000, any balance in Escrow shall be returned to Seller. Buyer shall provide Seller and the Escrow Agent with an itemized accounting of remediation costs prior to withdrawing funds from Escrow for remediation.

5. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, which shall be true as of closing and shall survive closing, and which are not intended to replace or limit in any manner any express or implied warranty provided under applicable law:

5.1 Seller has received no notice of nor does it have any knowledge of any pending or threatened action or governmental proceeding in eminent domain or zoning change that would affect the Property, nor does Seller know of any fact that might give rise to any such proceeding. The zoning of the property shall permit Buyer's intended use as a bus maintenance and storage facility.

5.2 No person or entity has any right, title or interest in or to the Property other than Seller.

5.3 There is no maintenance, construction, advertising, leasing, employment, service or other contract affecting the Property which will be in effect at closing, except those that may be disclosed in connection with the title commitment.

5.4 Seller acknowledges Buyer's intent to demolish all GMOC structures; those items that Seller desires to salvage will be salvaged prior to closing. .

5.5 There is no mechanic's or materialman's lien or similar claim or lien presently claimed or which will be claimed against the Property for work performed or commenced prior to closing. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses or charges arising from or relating to any such mechanic's liens.

5.6 Seller has the capacity and authorization to enter into and carry out this Contract and the transactions contemplated hereby.

5.7 Seller shall not, prior to closing, cancel or reduce the amount of coverage of any insurance policy covering the Property or any part thereof.

5.8 There is no suit, action or arbitration, or legal or other proceeding or governmental investigation pending or threatened which affect the Property or Seller's rights and obligations pursuant to this Contract.

5.9 This Contract, when executed by Seller, shall have been duly and properly executed, and neither the execution of this Contract nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time, or both, would constitute a default under, or violation or breach of, any indenture, mortgage, deed of trust or other instrument or agreement to which Seller is a party or by which Seller or the Property may be bound.

5.10 To the best of Seller's knowledge and that of Seller's agents and employees, no public improvements have been ordered, threatened, announced or contemplated, and there are no public improvements assessed against the Property which have not been fully paid as of the date of closing.

5.11 Seller has made no materially untrue statement or representation in connection with this Contract, and all items from Seller transferred to Buyer are true and correct copies of what they purport to be. Said items have not been amended or modified, other than as also transferred to Buyer. Seller has not failed to state or disclose any material fact in connection with the transactions contemplated by this Contract.

6. Inspection and Possession. Upon execution of this Contract, Buyer, through its authorized agents, personnel and employees, shall be entitled to enter upon the Property in a reasonable manner during normal business hours to make such inspection as Buyer may deem

necessary, provided that (1) such entrance and Buyer's activities shall not interfere with Seller's use of the Property; (2) inspections, surveys, and test borings shall be permitted, but no construction of any type shall be allowed; (3) Buyer shall at all times comply with applicable laws and ordinances and shall hold Seller harmless from any and all liability and liens on account of Buyer's activities on the Property; (4) Buyer shall engage in no activity that could lead to or cause erosion, permanent harm, damage or littering to or of the Property; (5) Buyer shall leave the Property in the same condition as when such entrance occurred; and (6) it shall be Buyer's responsibility and obligation to cause Buyer's employees agents, and contractors to comply fully with the letter and spirit of this subparagraph. Seller shall deliver full possession to Buyer at closing; however, the Buyer may allow Seller continued use of portions of the Property in accordance with that a mutually acceptable Use Agreement.

7. Notices. All notices, consents, and approvals required by this Contract shall be in writing and shall be placed in the U.S. mail, certified, return receipt requested, properly addressed, and with the full postage prepaid. Said notices, consents, and approvals shall be deemed received on the earlier of (i) the date actually received, or (ii) three (3) business days after being mailed as aforesaid.

Said notices, consents, and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Seller: City of Glenwood Springs
Attn.: Debra Figueroa
101 West 8th Street
Glenwood Springs, Colorado 81601

With a copy to: Karl Hanlon, Esq.
Karp, Neu Hanlon, P.C.
201 14th Street, Suite 200
Glenwood Springs, CO 81602

To Buyer: Roaring Fork Transit Agency
Attn.: Dan Blankenship, CEO
2307 Wulfsohn Road
Glenwood Springs, Colorado 81601

With a copy to: Paul J. Taddune, Esq.
Paul J. Taddune, P.C.
323 West Main, Suite 301
Aspen, Colorado 81611

8. Entire Contract. This Addendum, together with the Contract, the Intergovernmental Agreement between the City of Glenwood Springs and the Roaring Fork Transportation Authority for the Purchase of Property and the Performance of Transportation Projects, and all exhibits referred to herein, constitute the entire understanding between the parties hereto, and

supersedes any and all prior agreements, arrangements, and understandings among the parties hereto.

9. Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part hereof.

10. Amendments. This Contract can be amended only in writing signed by Buyer and Seller.

11. Buyer's Approvals and Disapprovals. Buyer's rights to approve or disapprove matters relating to the Property as provided for in this Contract shall be in the sole discretion of Buyer, and no such approval shall affect Seller's representations and warranties herein or waive any rights of Buyer to rely upon the representations and warranties of Seller, unless Buyer's approval so provides.

12. Further Actions. Buyer and Seller agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Contract or any agreement or document relating hereto or entered into in connection herewith.

13. Payment of Encumbrances. Any encumbrance required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

14. Property Information. Seller, without additional cost to Buyer, within thirty (30) days after MEC as defined in this Addendum, shall deliver to Buyer copies of all surveys, engineering studies, feasibility studies, soil and water test results, maps, plats, contracts, documents, agreements, permits, licenses, reports, and data pertaining to or affecting the Property that are in Seller's possession or under Seller's control. In the event of termination of this Contract for any reason other than Seller's default, Buyer, without additional cost to Seller, shall promptly deliver to Seller copies of all of the above listed materials pertaining to the Property that are in Buyer's possession or under Buyer's control.

15. Electronic Signatures. Signatures obtained electronically shall be deemed legal and binding for purposes of this Contract. Copies of the contract with original ink signatures shall be forwarded to all parties within ten (10) days after their execution.

16. Time. In the event the last day permitted for the performance of any act required or permitted under this Contract falls on a Saturday, Sunday or holiday, the time for such performance shall be extended to the next succeeding business day.

17. Attorneys' Fees. Should this Contract become the subject of litigation to resolve a claim of default in performance by either party, the party who is determined to be in default shall pay the attorneys' fees, expenses, and court costs of the non-defaulting party.

18. Hazardous Waste.

18.1 Hazardous Waste Inspection. Buyer shall employ a qualified independent consultant acceptable to Buyer to inspect the property for the purpose of determining the existence, nature and location of any environmental contamination or condition found on the property (such inspection and report called the "Hazardous Waste Inspection Report"). The exact scope of the Inspection shall be to conduct a Phase 2 site assessment to assure that there shall be no liability to Buyer under applicable environmental laws concerning hazardous substances including liability under CERCLA. Such inspection shall include an evaluation of asbestos contamination. The Inspection shall be sufficient to qualify Buyer for the innocent landowner defense to CERCLA liability.

18.2 Cost of the Hazardous Waste Inspection. Buyer shall be responsible for the cost of the Hazardous Waste Inspection.

18.3 In the event the Hazardous Waste Inspection is not complete, and the Hazardous Waste Inspection Report is not available to the Buyer five (5) business days prior to the date of closing, the dates contained herein, and the closing date shall automatically be extended by ten (10) business days.

SELLER:

THE CITY OF GLENWOOD SPRINGS

BY: _____

BUYER:

ROARING FORK TRANSPORTATION
AUTHORITY

BY: _____

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING THE EXERCISE OF EMINENT DOMAIN POWERS TO ACQUIRE PROPERTY INTERESTS NECESSARY TO FACILITATE THE RECONSTRUCTION OF SOUTH MIDLAND AVENUE.

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

WHEREAS, the South Midland Avenue roadway between 27th Street and Fourmile Road is an important roadway connection within the City and part of the City’s long-term plan to improve the Midland corridor for future connection to the proposed South Bridge improvements; and

WHEREAS, the existing segment of South Midland Avenue was constructed at different times with varying levels of engineering design standards and has subsequently deteriorated to a significant extent; and

WHEREAS, the City has proposed and is pursuing the South Midland Avenue Project (the “Project”) to improve the existing roadway with the goals of improving roadway safety, improving ride quality, and installing pedestrian sidewalk facilities; and

WHEREAS, project improvements include the expansion of driving lanes to 11 feet wide, adding curb and gutter, reconfiguring three intersections, consolidating driveway accesses to improve vehicle maneuverability and safety, and the construction of a single-lane roundabout at the 4-Mile Road intersection; and

WHEREAS, other associated Project infrastructure improvements include installation of rockfall mitigation technologies, stormwater drainage improvements, water main extensions, broadband infrastructure, and relocation of existing overhead utilities; and

WHEREAS, completion of the Project will require varying levels of property acquisition is required, including Temporary Easements for temporary impacts to an adjacent property and Permanent Easements or Right-of-Way acquisition for the installation of permanent facilities are installed within an adjacent property, as depicted in **Exhibit A**; and

WHEREAS, section 38-1-101 *et seq.* and 38-6-101 *et seq.*, C.R.S. provides procedures for municipal acquisition of property interests in private property where a public need is present, and

specifically to “establish, construct, extend, open, widen, or alter any street, lane, avenue, boulevard, park, playground, parkway, pleasure way, public square, market, viaduct, bridge, sewer, tunnel, or subway or to build, acquire, construct, or establish any public building or any other public work or public improvement”; and

WHEREAS, section 12.6 of the City Charter expressly reserves the power of eminent domain to “construct, purchase, or condemn any public utility, work or way, as provided by law”; and

WHEREAS, pursuant to section 38-1-121, C.R.S. the City has made or is in the process of making offers of fair market value, determined by land valuation experts, to the subject property owners for the acquisition of the property interests necessary to facilitate the Project; and

WHEREAS, the City has acquired a substantial number of the property interests necessary to facilitate the Project, and is in the process of negotiating with property owners that have not accepted the City’s offers of compensation for the property interests; and

WHEREAS, City staff and negotiation consultants have determined that it may be necessary, if the City and a property owner fail to agree upon compensation for a necessary property interest, for the City to exercise its powers of eminent domain in order to acquire some of the remaining property interests necessary to facilitate the Project; and

WHEREAS, the City Council of Glenwood Springs, Colorado finds it is in the best interest of the health, welfare, and safety of citizens of the City to authorize exercise of the City’s eminent domain powers in order to acquire all property interests necessary to facilitate

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

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

Section 2. The City Council makes the following findings:

- i) The property interests depicted in **Exhibit A** will facilitate the construction of public improvements that are for public purposes and will provide uses and benefits to the community and its visitors, including but not limited to improved vehicular traffic congestion and safety, pedestrian safety, cyclist safety, pollution control, water service, utility service.
- ii) The property interests depicted in **Exhibit A** are necessary to construct the Project because they are adjacent to South Midland Avenue on which street, sidewalk, utility, and sewer improvements are to be constructed. Property subject to Permanent Easements and Right-of-Way acquisition will be incorporated in the final constructed

product. Lands subject to temporary easements will be disturbed for grading, tie-ins, and other temporary construction activities.

Section 3. Upon a determination that parties have failed to agree on compensation for the acquisition of a necessary property interest, the City Council authorizes the City Attorney to initiate judicial condemnation actions under the City authority of eminent domain pursuant to section 38-1-101 *et seq.*, C.R.S. to acquire the remaining property interests necessary for the Project as expeditiously as possible.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

FILED CERTIFICATION: DEPOSITED THIS _____ DAY OF _____, 20____, AT _____, M., IN BOOK _____ OF THE COUNTY LAND SURVEYS/RIGHT OF WAY SURVEYS AT PAGE _____, RECEPTION NUMBER _____, SIGNED _____, DEPT. _____.



Sheet Revisions		
Date	Description	Initials
08/03/19	Revise Sheets 2.01, 2.02, 7.15, 7.17, 8.04	reb
11/05/19	Revise Sheets 2.01, 2.02, 5.01, 5.02, 7.04, 7.05, 7.06, 7.13, 7.14, 8.01, 8.02, 8.03, 8.04	hs
11/26/19	Revise Sheets 2.02, 5.01, 5.02, 7.13, 8.03, 8.04	hs
01/03/20	Revise Sheets 2.01, 2.02, 5.01, 5.02, 7.04, 7.05, 7.13, 7.14, 8.01, 8.02, 8.03, 8.04	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



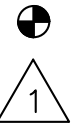
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

RIGHT OF WAY PLANS				
TITLE SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	1.01 of 1.01	1	37

Scales of Original 11x17 Drawings
Plan Sheets 1"=30'
Ownership Sheets 1"=300', 1"=200', 1"=100'
Control Diagram 1"=500'
Land Survey Control Diagram 1"=500'



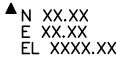
SECTION CORNERS



QUARTER, AND SIXTEENTH CORNERS



PROJECT CONTROL MONUMENT



PROJECT CONTROL MONUMENT



TEMPORARY EASEMENT POINT



RIGHT OF WAY POINT

PERMANENT, PROPERTY, SLOPE, & TEMPORARY EASEMENT LINE

PROPERTY BOUNDARY LINE (EXISTING)

PROPOSED RIGHT OF WAY LINE

RIGHT OF WAY LINE

QUARTER SECTION LINE

SECTION LINE

SIXTEENTH SECTION LINE

TOP OF CUT

TOE OF FILL

CITY OF GLENWOOD SPRINGS

GARFIELD COUNTY

STATE OF COLORADO

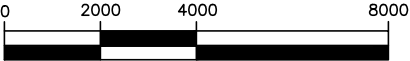
PROJECT NO. BUILD M535-006

RIGHT OF WAY PLAN OF PROPOSED

SOUTH MIDLAND AVENUE IMPROVEMENT PROJECT

SECTIONS 21, 22, & 27, T.6 S., R.89 W., 6TH P.M.

PROJECT LOCATION MAP



(IN FEET)
GRAPHIC SCALE
1 inch = 4000 ft.
Lineal Units = U.S. Survey Feet

Note: For a complete listing of symbology used within this set of plans, please refer to the M-100-1 Standard Symbols of the Colorado Department of Transportation M&S Standards Publication dated July 2012. Existing features are shown as screened weight (gray scale) except as noted with the word (existing). Proposed or new features are shown as full weight without screening, except as noted with the word (proposed).

SHEET NO.

1.01
2.01-2.02
3.01-3.08
4.01-4.03
5.01-5.02
7.01-7.18
8.01-8.04

INDEX OF SHEETS

(1) Title Sheet
(2) Tabulation of Properties
(8) Project Control Diagram
(3) Land Survey Control Diagram
(2) Monument and Easement Tabulation
(18) Plan Sheet
(4) Ownership Sheet

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of S89°36'54"W between found monuments at the Northeast Corner of Section 21, being monumented with a rebar and 2 ½" GLO brass cap, properly marked and dated 1924, and the North 1/4 Corner of Section 21, being monumented with a rebar and 3" County Surveyor brass cap, properly marked and dated 1979 as shown hereon.

1. This Right-of-Way Plan is not a boundary survey of the adjoining property and is prepared for City of Glenwood Springs purposes only.

2. This survey and Right-of-Way plan does not represent a title search by SGM to determine ownership or to discover encumbrances of record. Existing Right-of-Way location was resolved using field measurements of the found monuments, field measured section lines and documents of record cited hereon.

3. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the City of Glenwood Springs that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

4. The utility locations shown on this Right-of-Way plan are based upon surface evidence and locates provided by the utility providers or their representatives.

5. All distances and coordinate values shown on this Right-of-Way plan are expressed in U.S. Survey Feet.

6. The coordinate system used for this Right-of-Way plan is the Glenwood Springs Local Coordinate System. Vertical datum is NAVD88 derived from GPS measurements, Geoid Model "Geoid 12A (CONUS)", holding the geodetic coordinates of GSC1 (CORS) fixed.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

COLORADO DEPARTMENT OF TRANSPORTATION

ROW PLANS AUTHORIZED: _____ DATE _____

CDOT RIGHT OF WAY MANAGER

SURVEYOR STATEMENT (ROW PLAN)
I, ROBERT E. BRANDEBERRY, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE TO THE CITY OF GLENWOOD SPRINGS THAT BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, RESEARCH, CALCULATIONS AND EVALUATION OF THE SURVEY EVIDENCE THAT WERE PERFORMED AND THIS RIGHT-OF-WAY PLAN WAS PREPARED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE DEFINED BY THE CITY OF GLENWOOD SPRINGS. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FOR AND ON BEHALF OF SGM, INC.

PLS NO. 38388

Packet Page 379

	Sheet Revisions				Sheet Revisions				Sheet Revisions			 118 West Sixth Street, Suite 200 Glenwood Springs, CO 81601 970.945.1004 www.sgm-inc.com	RIGHT OF WAY PLANS				
	Date	Description	Initials		Date	Description	Initials		Date	Description	Initials		TABULATION OF PROPERTIES				
	08/03/19	Correct TE-3 acreage from 0.28 to 0.028	reb										Project Number: BUILD M535-006				
	08/03/19	Correct PE 5A & PE 5-B Vesting Deed	reb										Project Location: South Midland Ave, Glenwood Springs				
	08/03/19	Correct PE-7 acreage from 0.713 to 0.071	reb										South Midland Avenue Improvement Project				
11/05/19	Revised PE-4B and added PE-4C	hs							Project Code:	Last Mod. Date	Subset Sheets		Sheet No.	Total Sheets			
									22933	1/03/20	2.01 of 2.02		2	37			

R.O.W. TABULATION OF PROPERTIES - S MIDLAND AVE												
				Area in Square Feet (Acres)								
Parcel No.	Ownership Name and Mailing Address	Site Address and Parcel Number	Location	Area Of Parcel	Existing ROW	Net Area	Remaining Left	Remaining Right	Book and Page No. And/Or Reception No.	Vesting Deed	Remarks	Duration
RW-1	Thunder River Condominums, INC. 1512 Grand Avenue, Suite 109 Glenwood Springs, CO 81601	Midland Ave. Glenwood Springs, CO 81601 Parcel No. 2185-211-13-022	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	4,722 sf (0.108 Acres)			2.334 Acres±			Rec. No. 317769		
PE-2A	Terrace Group LLC 1732 Wazee # 206 Denver, CO 80202	Midland Ave. Glenwood Springs, CO 81601 Parcel No. 2185-211-45-011	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,204 sf (0.027 Acres)						Rec. No. 578831	Subsurface Soil Nail Easement	
PE-2B				25,166 sf (0.578 Acres)					Rec. No. 578831	Subsurface Soil Nail Easement		
TE-3	Erik Rist Living Trust 1463 Lincolnwood Drive Glenwood Springs, CO 81601	2920 Hager LN Glenwood Springs, CO 81601 Parcel No. 2185-211-08-007	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,233 sf (0.028 Acres)						Rec. No. 890796	Temporary Construction Easement For Access, Grading, and Construction	
PE-4A	Trade With Gann INC. 250 Country Road 127 #11 Glenwood Springs, CO 81601	117 County Rd. Glenwood Springs, CO. 81601 Parcel No. 2185-211-00-034	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	23,998 sf (0.551 Acres)						Rec No. 907066	Subsurface Soil Nail, Rockfall Maintenance Easement	
PE-4B REV				3,847 sf (0.088 Acres)					Rec No. 907066	Subsurface Soil Nail Easement		
PE-4C				490 sf (0.011 Acres)					Rec No. 907066	Subsurface Soil Nail Easement		
PE-5A	Hawl Properties PO BOX 14 Phillipsburg, CO 80469	27 127 County Rd Glenwood Springs Co. 81601 Parcel No. 2185-214-00-020	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,770 sf (0.041 Acres)						Rec. No. 467000	Subsurface Soil Nail Easement	
PE-5B				4,946 sf (0.113 Acres)					Rec. No. 467000	Subsurface Soil Nail Easement		
PE-6	Primo Properties PO Box 1307 Aspen, CO 81611	773 117 County Rd Glenwood Springs, CO. 81601 Parcel No. 2185-214-00-008	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,679 sf (0.038 Acres)						Rec. No. 820674	Subsurface Soil Nail Easement	
PE-7	Cerise, Cassie C & Fenton, Timothy H 1234 County Rd 105 Carbondale, CO 81623	117 County Rd Glenwood Springs, CO. 81601 Parcel No. 2185-214-00-019	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	3,106 sf (0.071 Acres)						Rec. No. 859332	Subsurface Soil Nail Easement	
TE-8	Barbara J & Clifford E Haycock 913 County Rd 117 Glenwood Springs, CO. 81601	913 117 County Rd Glenwood Springs, CO. 81601 Parcel No. 2185-214-02-006	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	3,005 sf (0.069 Acres)						Rec. No. 772784	Temporary Construction Easement For Access, Grading, and Construction	
RW-9	Chris M & Diane H Stuben 102 County Rd 156 Glenwood Springs, CO. 81601	102 County Rd 156 Glenwood Springs, CO. 81601 Parcel No. 2185-214-00-015	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	9,681 sf (0.222 Acres)			5.041 Acres±			Rec. No 427021		
RW-10A	Christopher L & Kathryn B Laven 998 County Rd 117 Glenwood Springs 81601	998 County Rd 117 Glenwood Springs 81601 Parcel No. 2185-214-00-016	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	2,598 sf (0.060 Acres)			1.689 Acres±			Rec. No. 842975		
RW-10B				109 sf			1.689 Acres±			Rec. No. 842975		
TE-10				4,346 sf (0.100 Acres)						Rec. No. 842975	Temporary Construction Easement For Access, Grading, and Construction	

	Sheet Revisions				Sheet Revisions				Sheet Revisions			 118 West Sixth Street, Suite 200 Glenwood Springs, CO 81601 970.945.1004 www.sgm-inc.com	RIGHT OF WAY PLANS				
	Date	Description	Initials		Date	Description	Initials		Date	Description	Initials		TABULATION OF PROPERTIES				
	08/03/19	Parcel 14 Ownership change	reb										Project Number: BUILD M535-006				
	08/03/19	Corrected TE-18 acreage	reb										Project Location: South Midland Ave, Glenwood Springs				
	11/05/19	Removed PE-12 and TE-12C Revised TE-12A and TE-12B	hs										South Midland Avenue Improvement Project				
11/26/19	Revised TE-12A and Added PE-12	hs															
01/03/20	Revised TE-12A and PE-12	hs															
R.O.W. TABULATION OF PROPERTIES - S MIDLAND AVE																	
				Area in Square Feet (Acres)													
Parcel No.	Ownership Name and Mailing Address	Site Address and Parcel Number	Location	Area Of Parcel	Existing ROW	Net Area	Remaining Left	Remaining Right	Book and Page No. And/Or Reception No.	Vesting Deed	Remarks	Duration					
RW-11	Double R Properties LLC 898 County Rd 117 Glenwood Springs, CO. 81601	898 County Rd 117 Glenwood Springs, CO. 81601 Parcel No. 2185-214-02-017	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	278 sf (0.006 Acres)				1.027 Acres+		Rec. No.887643							
TE-11				2,603 sf (0.060 Acres)						Rec. No.887643	Temporary Construction Easement For Access, Grading, and Construction						
PE-12 REV	Glenwood Land Company, LLC 710 E Durant Ave. Ste W6 Aspen, CO. 81612	County RD 117 Glenwood Springs, Co. 81601 Parcel No. 2185-223-00-036	SW1/4 Section 22 T. 6 S., R 89W., 6th P.M.	1944 sf (0.045 Acres)						Rec. No. 466209	Subsurface Soil Nail Easement						
TE-12A REV				6080 sf (0.140 Acres)						Rec. No. 466209	Temporary Construction Easement For Access, Grading, and Construction						
TE-12B DEL																	
TE-12C				1,051 sf (0.024 Acres)						Rec. No. 466209	Temporary Construction Easement For Access, Grading, and Construction						
RW-12				16,658 sf (0.382 Acres)	0.222 Acres+	0.160 Acres+	3 Mile Rd 8.713 Acres+	3 Mile Rd 0.275 Acres+		Rec. No. 466209							
TE-13	Aspen Community Housing Fund LLC 3900 East Mexico Avenue Suite 300 Denver, CO. 80210	1293 County RD 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-008	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	4,865 sf (0.112 Acres)						Rec. No. 879117	Temporary Construction Easement For Access, Grading, and Construction						
TE-14	G Thomas Morton & Debra E Rivera 1487 County Road 117 Glenwood Springs, CO. 81601	1487 County Road 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-009	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	3,031 sf (0.070 Acres)						Rec. No. 918991	Temporary Construction Easement For Access, Grading, and Construction						
TE-15A	Rumilda Portillo, Iliana & Maria Cubias P.O. Box 1550 Glenwood Springs, CO. 81601	1311 County Rd 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-006	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	3,009 sf (0.069 Acres)						Rec. No. 880853	Temporary Construction Easement For Access, Grading, and Construction						
TE-15B				137 sf (0.003 Acres)						Rec. No. 880853	Temporary Construction Easement For Access, Grading, and Construction						
TE-16	G Thomas Morton & Debra E Rivera 1487 County Road 117 Glenwood Springs, CO. 81601	1487 County Road 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-009	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	228 sf (0.005 Acres)						Rec. No. 856916	Temporary Construction Easement For Access, Grading, and Construction						
TE-17	Roaring Fork School District RE-1 1405 Grand Ave. Glenwood Springs, CO. 81601	Glenwood Springs, Co. 81601 Parcel No. 2185-272-08-003	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	12,803 sf (0.294 Acres)						Rec. No. 546750	Temporary Construction Easement For Access, Grading, and Construction						
RW-17				40,658 sf (0.933 Acres)			14.917 Acres+			Rec. No. 546750							
TE-18	Steven J Ochko 1011 Pitkin Ave Glenwood Springs, CO. 81601	25 County Road 116 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-024	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	1,755 sf (0.040 Acres)						Rec. No. 828398	Temporary Construction Easement For Access, Grading, and Construction						



Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



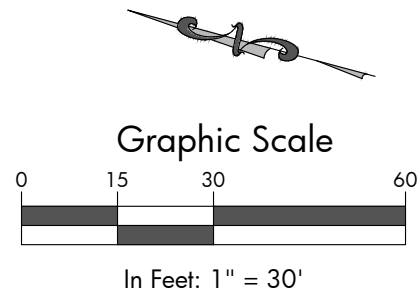
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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.01 of 7.17	Sheet No.: 17	Total Sheets: 37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



RW-1 Line Table		
Line #	Direction	Length
L1	S70°22'44"W	37.34'
L2	N07°44'59"W	14.75'
L3	S87°04'00"E	6.16'
L4	S29°01'31"E	52.69'

RW-1 Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	
C1	24.79'	122.00'	011°38'26"	N13°34'12"W	24.74'	
C2	23.81'	54.74'	024°55'11"	N18°08'03"W	23.62'	
C3	182.44'	1195.92'	008°44'27"	S24°39'18"E	182.27'	

P.O.B. RW-1, POINT NO. 100
NORTH 1/4 CORNER SEC. 21
BEARS N48°46'45"W, 1282.53'

RW-1
Parcel Number: 21852113022
Owner: THUNDER RIVER
CONDOMINIUMS, INC

PE-2A
Parcel Number: 218521145011
Owner: TERRACE GROUP LLC

P.O.B. PE-2A, POINT NO. 200
NORTH 1/4 CORNER SEC. 21
BEARS N42°57'56"W, 1373.82'

PE-2A Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	120.98'	1095.92'	006°19'30"	S22°02'03"E	120.92'
C5	119.88'	1085.92'	006°19'30"	N22°02'03"W	119.81'

PE-2A Line Table		
Line #	Direction	Length
L5	S71°07'42"W	10.00'
L6	N64°48'12"E	10.00'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE.
ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER
RECEPTION NO.'S 578832 & 315113.



Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.02 of 7.17	Sheet No.: 18	Total Sheets: 37

TE-3 Line Table		
Line #	Direction	Length
L7	S87°05'00"E	13.18'
L9	S12°14'00"E	36.04'
L11	S77°46'00"W	12.50'
L12	N12°14'00"W	35.67'

R.O.B. TE-3, POINT NO. 300
NORTH 1/4 CORNER SEC. 21
BEARS N41°01'25"W, 1668.28'

RW-1

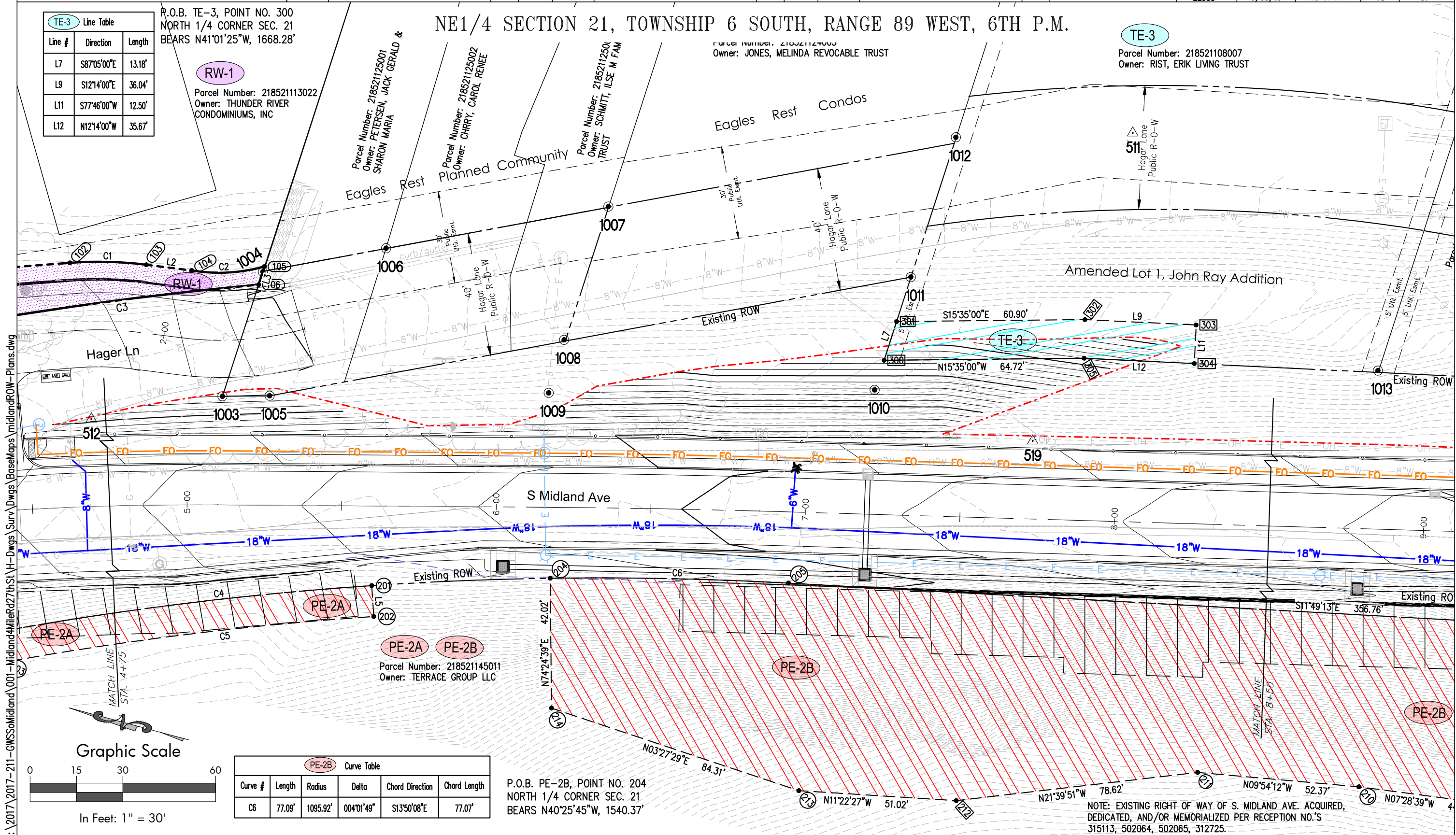
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Owner: THUNDER RIVER
CONDOMINIUMS, INC

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

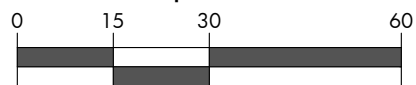
Parcel Number: 21852112501
Owner: JONES, MELINDA REVOCABLE TRUST

TE-3

Parcel Number: 218521108007
Owner: RIST, ERIK LIVING TRUST



Graphic Scale



In Feet: 1" = 30'

PE-2B Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C6	77.09'	1095.92'	004°01'49"	S13°50'08"E	77.07'

P.O.B. PE-2B, POINT NO. 204
NORTH 1/4 CORNER SEC. 21
BEARS N40°25'45"W, 1540.37'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED,
DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S
315113, 502064, 502065, 312725.



Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



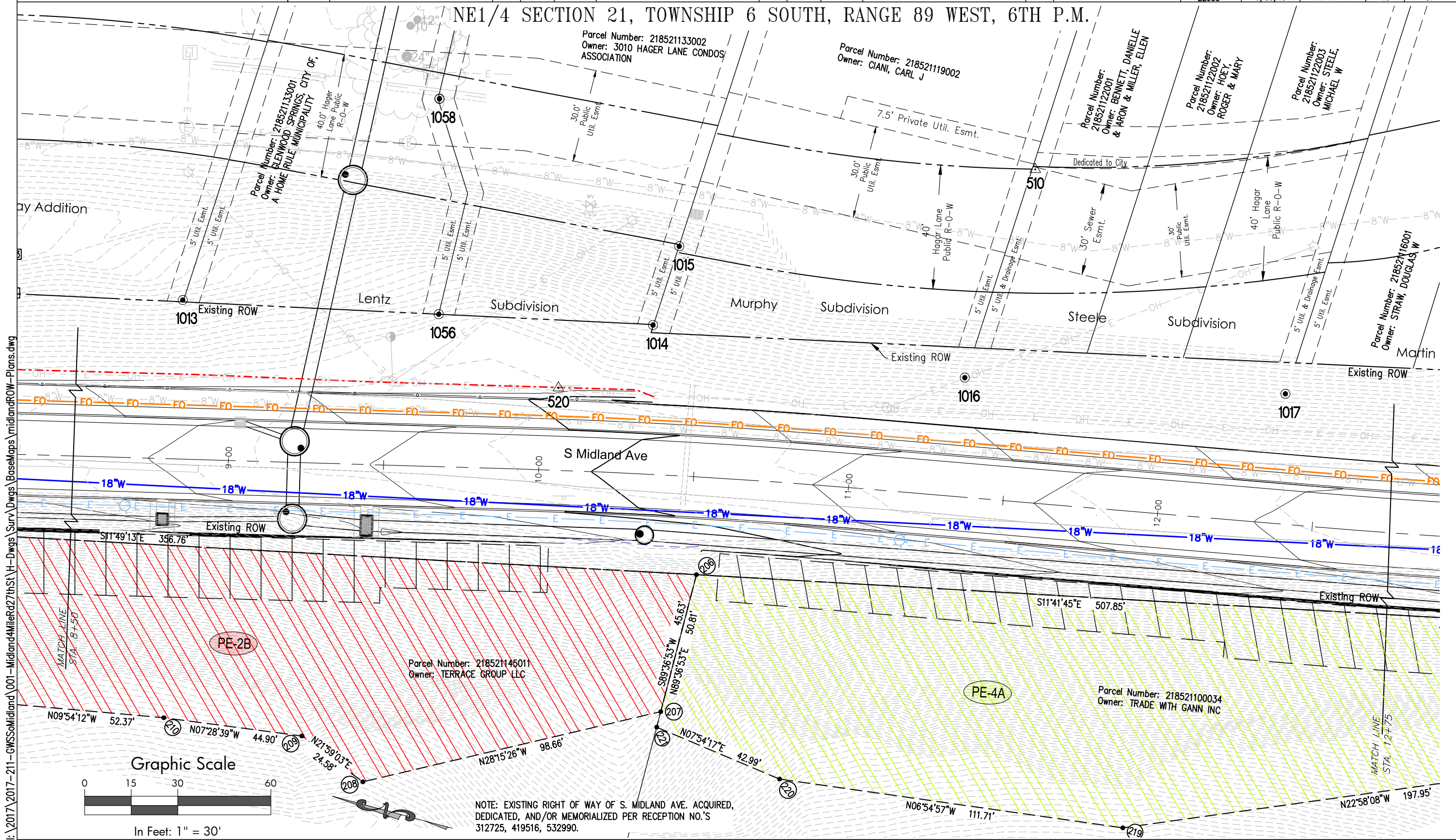
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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.03 of 7.17	Sheet No.: 19	Total Sheets: 37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 312725, 419516, 532990.



Sheet Revisions		
Date	Description	Initials
11/05/19	Revised PE-4B	hs
1/03/20	PE-4B REV Revised	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



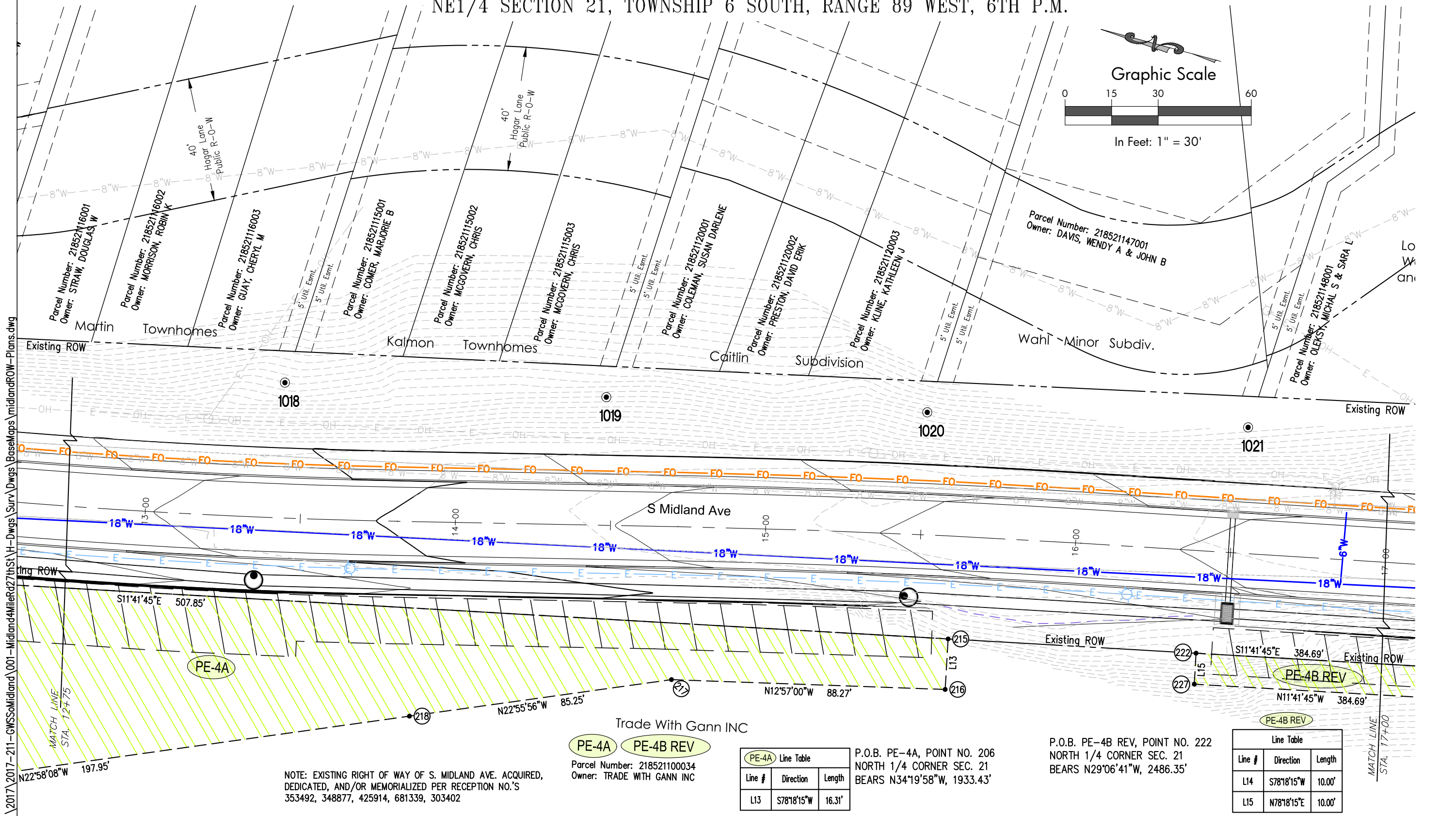
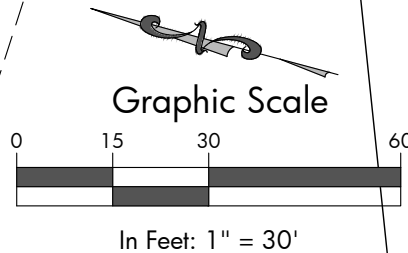
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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 1/03/20	Subset Sheets: 7.04 of 7.17	Sheet No.: 20	Total Sheets: 37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 353492, 348877, 425914, 681339, 303402

Trade With Gann INC

PE-4A **PE-4B REV**
Parcel Number: 218521100034
Owner: TRADE WITH GANN INC

PE-4A Line Table		
Line #	Direction	Length
L13	S78°18'15"W	16.31'

P.O.B. PE-4A, POINT NO. 206
NORTH 1/4 CORNER SEC. 21
BEARS N34°19'58"W, 1933.43'

P.O.B. PE-4B REV, POINT NO. 222
NORTH 1/4 CORNER SEC. 21
BEARS N29°06'41"W, 2486.35'

Line Table		
Line #	Direction	Length
L14	S78°18'15"W	10.00'
L15	N78°18'15"E	10.00'



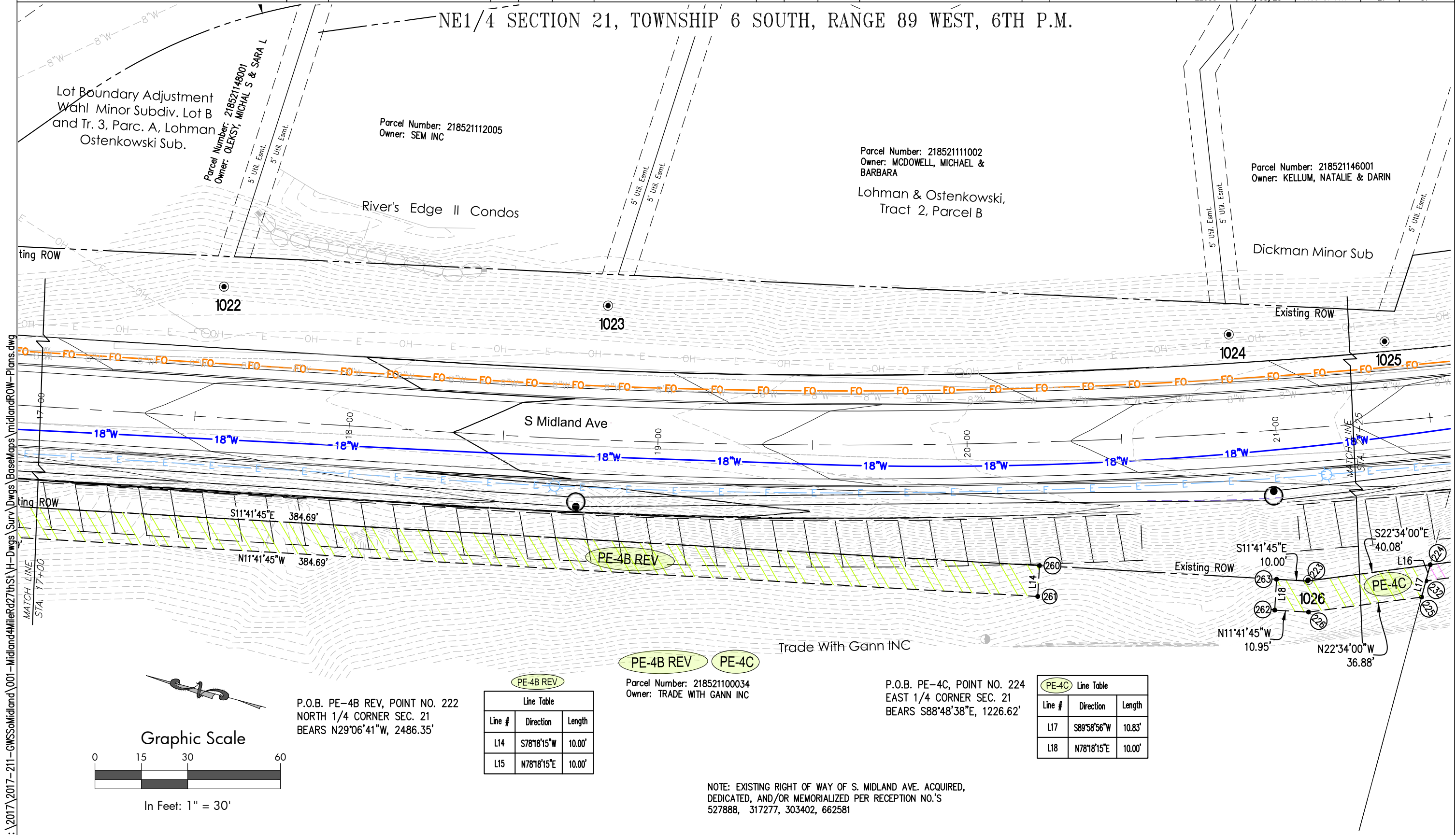
Sheet Revisions		
Date	Description	Initials
11/05/19	Revised PE-4B and added PE-4C	hs
1/03/20	PE-4B REV Revised	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 1/03/20	Subset Sheets: 7.05 of 7.17	Sheet No.: 21	Total Sheets: 37



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Sheet Revisions		
Date	Description	Initials
11/05/19	Added PE-4C	hs

Sheet Revisions		
Date	Description	Initials

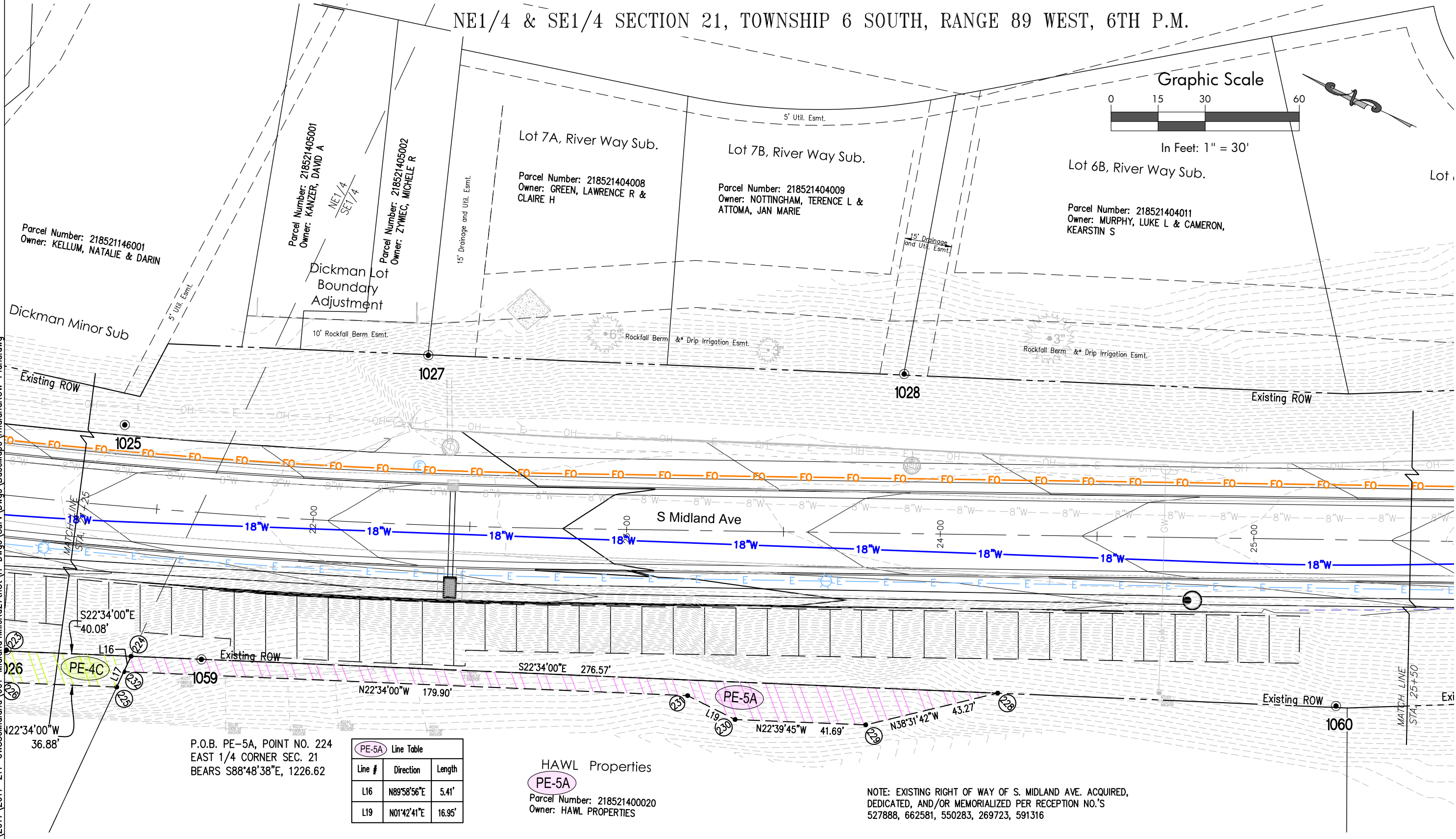
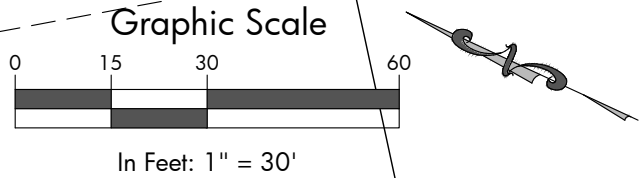
Sheet Revisions		
Date	Description	Initials



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RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 11/05/19	Subset Sheets: 7.06 of 7.17	Sheet No.: 22	Total Sheets: 37

NE1/4 & SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



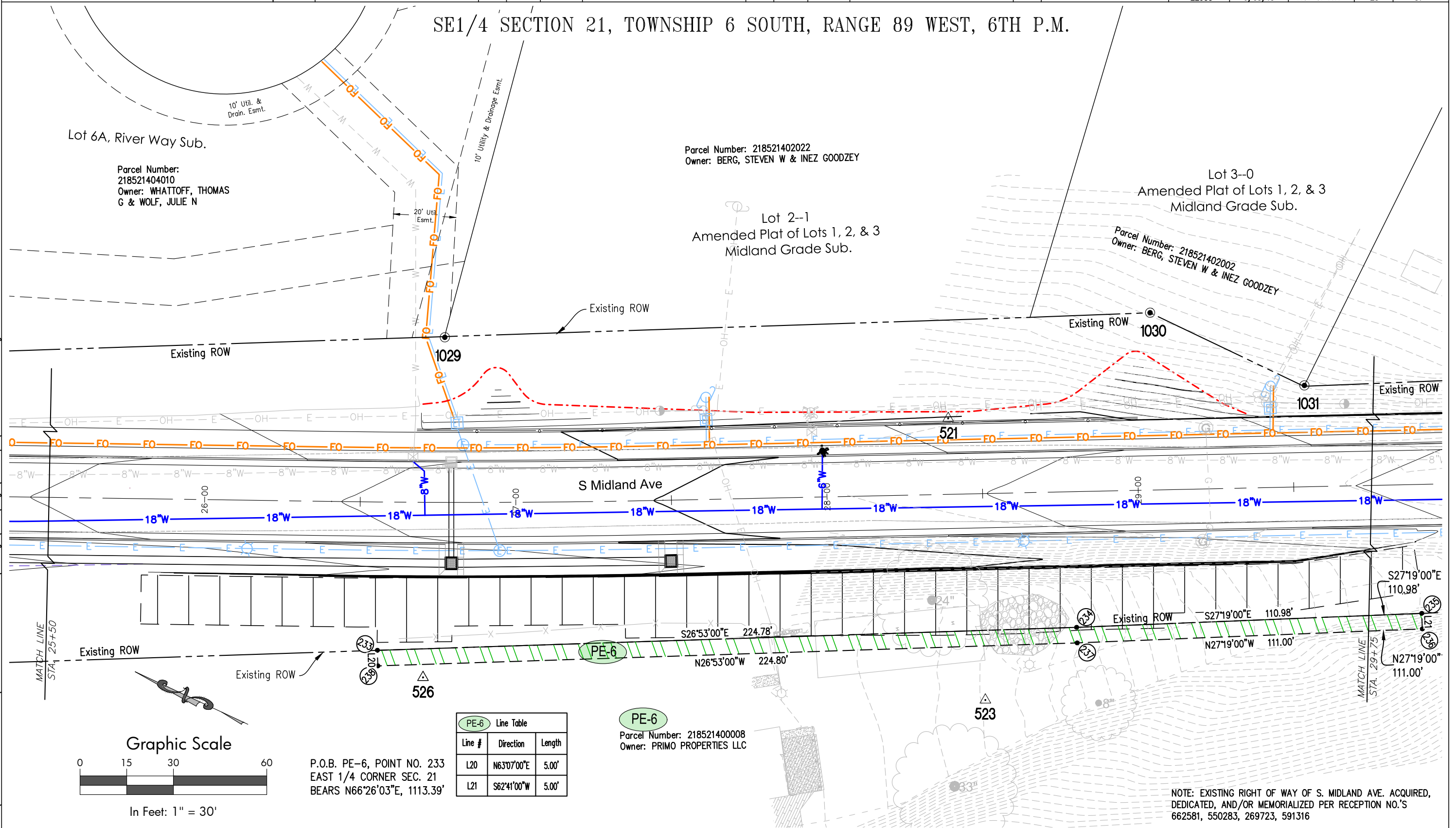
PE-5A Line Table		
Line #	Direction	Length
L16	N89°58'56"E	5.41'
L19	N01°42'41"E	16.95'

HAWL Properties
PE-5A
Parcel Number: 218521400020
Owner: HAWL PROPERTIES

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 527888, 662581, 550283, 269723, 591316

RIGHT OF WAY PLANS					
PLAN SHEET					
Project Number: BUILD M535-006					
Project Location: South Midland Ave, Glenwood Springs					
South Midland Avenue Improvement Project					
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets	
22933	6/05/19	7.07 of 7.17	23	37	

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED,
DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S
662581, 550283, 269723, 591316



Sheet Revisions		
Date	Description	Initials

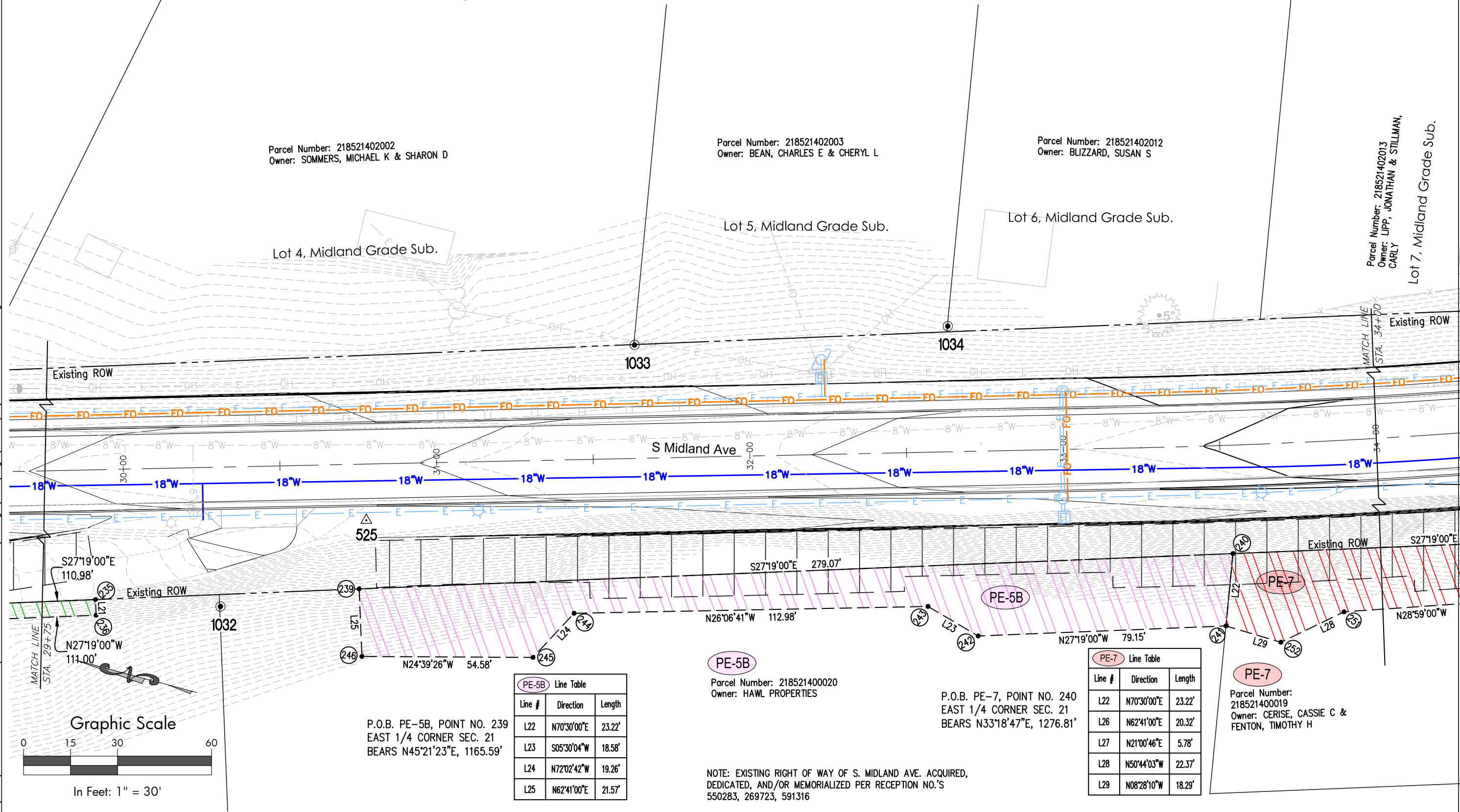
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.08 of 7.17	Sheet No.: 24	Total Sheets: 37

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



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Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



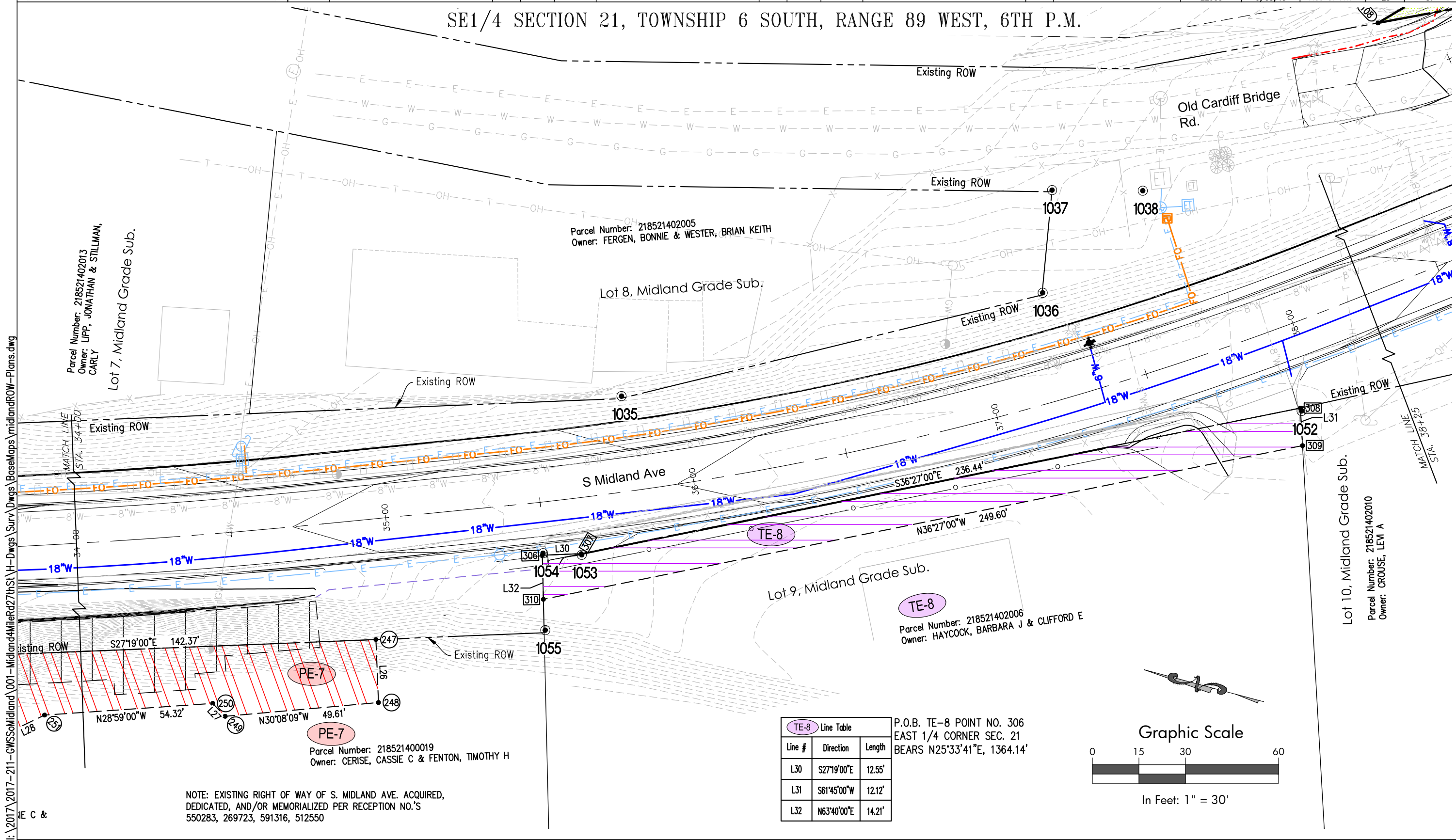
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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.09 of 7.17	Sheet No.: 25	Total Sheets: 37

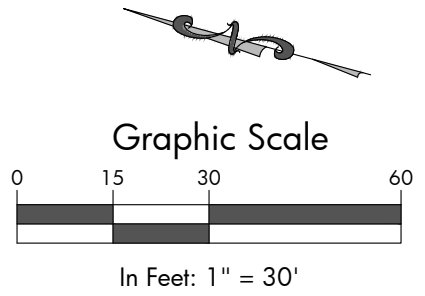
SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283, 269723, 591316, 512550

TE-8 Line Table		
Line #	Direction	Length
L30	S27°19'00"E	12.55'
L31	S61°45'00"W	12.12'
L32	N63°40'00"E	14.21'

P.O.B. TE-8 POINT NO. 306
EAST 1/4 CORNER SEC. 21
BEARS N25°33'41"E, 1364.14'





Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



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RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.10 of 7.17	Sheet No.: 26	Total Sheets: 37

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

RW-9 Line Table		
Line #	Direction	Length
L33	S55°48'16"E	39.43'
L34	N40°18'00"W	14.48'

RW-9 Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	
C7	75.77'	78.27'	055°27'48"	S45°40'23"E	72.84'	

P.O.B. RW-9, POINT NO. 108
SOUTHEAST CORNER SEC. 21
BEARS S10°02'54"E, 1513.84'

RW-9

Parcel Number: 218521400015
Owner: STEUBEN, CHRIS M & DIANE H

RW-10A Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C8	60.84'	78.27'	044°32'13"	N04°19'37"E	59.32'

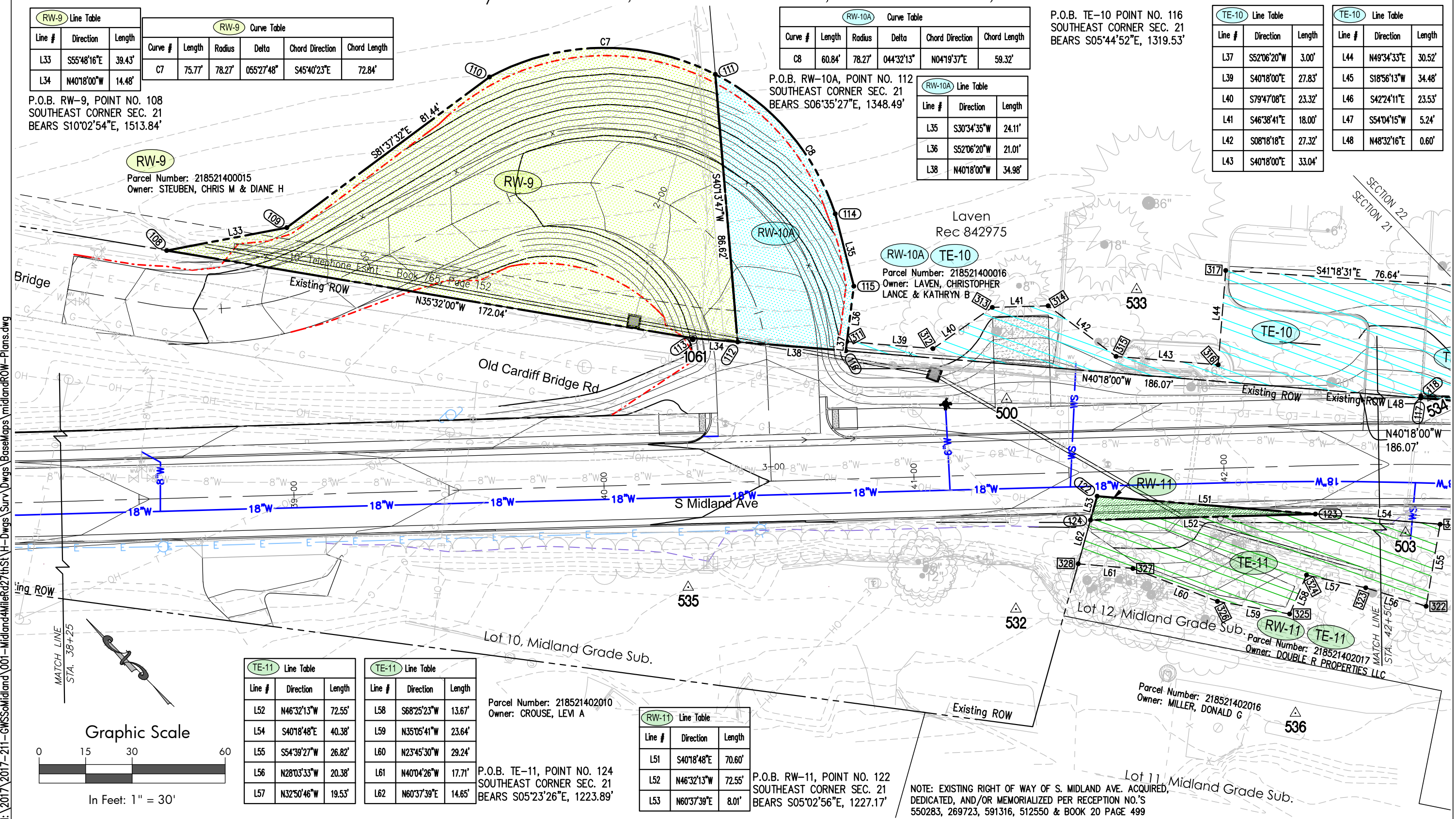
P.O.B. RW-10A, POINT NO. 112
SOUTHEAST CORNER SEC. 21
BEARS S06°35'27"E, 1348.49'

RW-10A Line Table		
Line #	Direction	Length
L35	S30°34'35"W	24.11'
L36	S52°06'20"W	21.01'
L38	N40°18'00"W	34.98'

P.O.B. TE-10 POINT NO. 116
SOUTHEAST CORNER SEC. 21
BEARS S05°44'52"E, 1319.53'

TE-10 Line Table		
Line #	Direction	Length
L37	S52°06'20"W	3.00'
L39	S40°18'00"E	27.83'
L40	S79°47'08"E	23.32'
L41	S46°38'41"E	18.00'
L42	S08°18'18"E	27.32'
L43	S40°18'00"E	33.04'

TE-10 Line Table		
Line #	Direction	Length
L44	N49°34'33"E	30.52'
L45	S18°56'13"W	34.48'
L46	S42°24'11"E	23.53'
L47	S54°04'15"W	5.24'
L48	N48°32'16"E	0.60'



TE-11 Line Table		
Line #	Direction	Length
L52	N46°32'13"W	72.55'
L54	S40°18'48"E	40.38'
L55	S54°39'27"W	26.82'
L56	N28°03'33"W	20.38'
L57	N32°50'46"W	19.53'

TE-11 Line Table		
Line #	Direction	Length
L58	S68°25'23"W	13.67'
L59	N35°05'41"W	23.64'
L60	N23°45'30"W	29.24'
L61	N40°04'26"W	17.71'
L62	N60°37'39"E	14.65'

Parcel Number: 218521402010
Owner: CROUSE, LEVI A

P.O.B. TE-11, POINT NO. 124
SOUTHEAST CORNER SEC. 21
BEARS S05°23'26"E, 1223.89'

RW-11 Line Table		
Line #	Direction	Length
L51	S40°18'48"E	70.60'
L52	N46°32'13"W	72.55'
L53	N60°37'39"E	8.01'

P.O.B. RW-11, POINT NO. 122
SOUTHEAST CORNER SEC. 21
BEARS S05°02'56"E, 1227.17'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283, 269723, 591316, 512550 & BOOK 20 PAGE 499



Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.11 of 7.17	Sheet No.: 27	Total Sheets: 37

SE1/4 SECTION 21 & SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

TE-10 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C9	51.38'	1022.00'	002°52'49"	S43°14'04"E	51.37'

TE-10 Line Table		
Line #	Direction	Length
L37	S52°06'20"W	3.00'
L39	S40°18'00"E	27.83'
L40	S79°47'08"E	23.32'
L41	S46°38'41"E	18.00'
L42	S08°18'18"E	27.32'
L43	S40°18'00"E	33.04'

TE-10 Line Table		
Line #	Direction	Length
L44	N49°34'33"E	30.52'
L45	S18°56'13"W	34.48'
L46	S42°24'11"E	23.53'
L47	S54°04'15"W	5.24'
L48	N48°32'16"E	0.60'

P.O.B. TE-10 POINT NO. 116
SOUTHEAST CORNER SEC. 21
BEARS S05°44'52"E, 1319.53'

Parcel Number: 218522314008
Owner: MCCASLIN, DANIEL T &
CHRISTEN J

Parcel Number: 218522314007
Owner: LASKO, STANLEY & PAMELA,
MARIE

Parcel Number: 218522314006
Owner: FREDERICKS, NANCY

Parcel Number: 218522314010
Owner: SHORT, ALAN R & LINSEY N

Lot 9
Park West

Parcel Number: 218522314009
Owner: WILSON, JASON & LUCI

Laven
Rec 842975

Parcel Number: 218521400016
Owner: LAVEN, CHRISTOPHER
LANCE & KATHRYN B

S Midland Ave

Lot 12, Midland Grade Sub.

TE-11

Parcel Number: 218521402017
Owner: DOUBLE R PROPERTIES LLC

P.O.B. RW-10B POINT NO. 117
SOUTHEAST CORNER SEC. 21
BEARS S00°34'39"E, 1171.04'

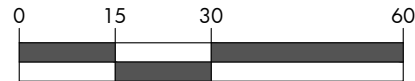
RW-10B Line Table		
Line #	Direction	Length
L48	N48°32'16"E	0.60'
L49	S54°04'15"W	3.24'
L50	N40°18'00"W	0.65'
L63	N40°18'00"W	50.39'

RW-10B Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C9	51.38'	1022.00'	002°52'49"	S43°14'04"E	51.37'

Glenwood Land Company

Parcel Number: 218522300035
Owner: GLENWOOD LAND COMPANY, LLC

Graphic Scale



In Feet: 1" = 30'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED,
DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283,
269723, 591316, 512550, 406177, 411579 & BOOK 20 PAGE 499



Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

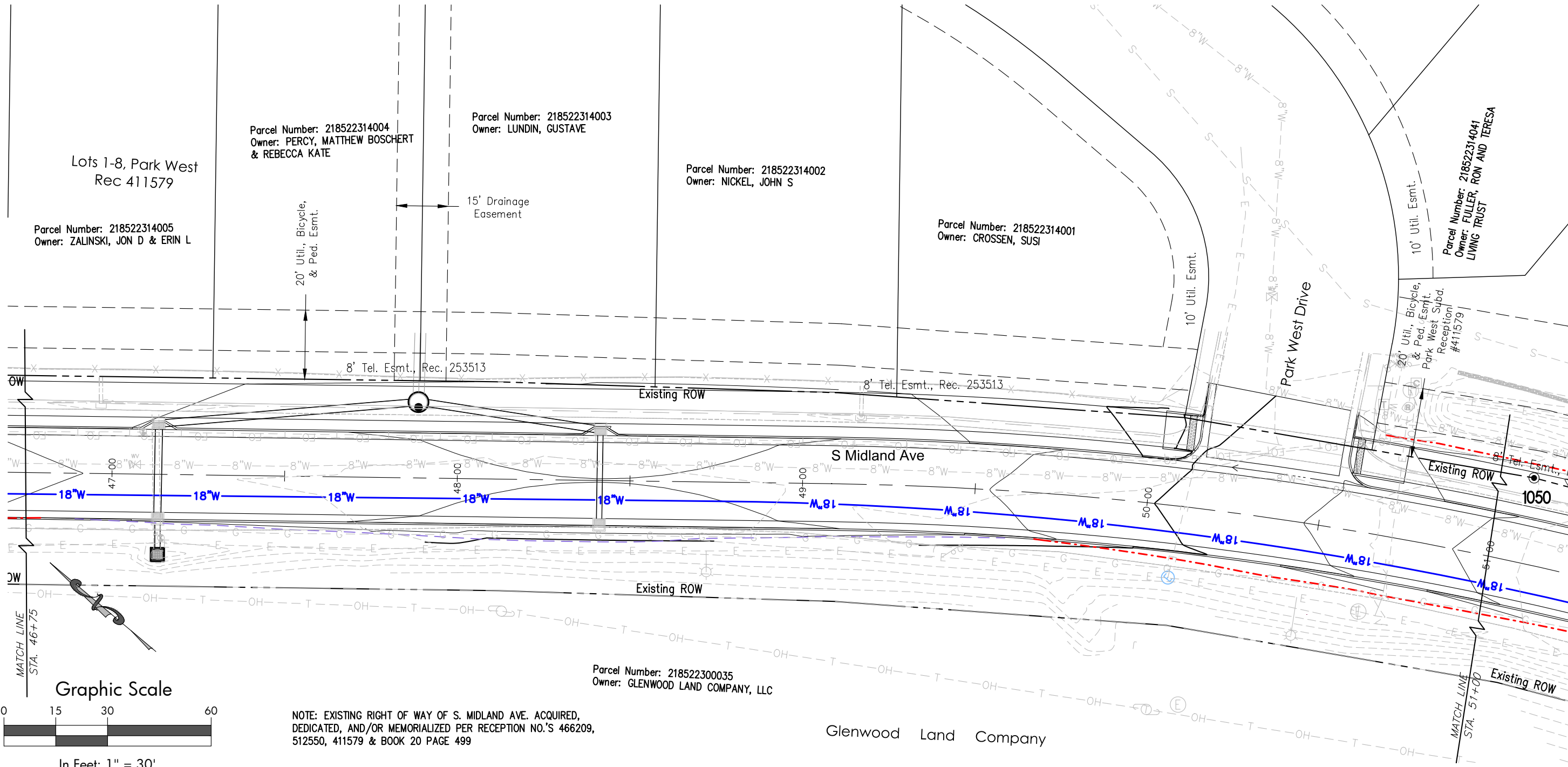
Sheet Revisions		
Date	Description	Initials



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RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.12 of 7.17	Sheet No.: 28	Total Sheets: 37

SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.





Sheet Revisions		
Date	Description	Initials
11/05/19	Removed PE-12 and TE-12B, Revised TE-12A	hs
11/26/19	Revised TE-12A and Added PE-12	hs
01/03/20	Revised TE-12A REV and Added PE-12 REV	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



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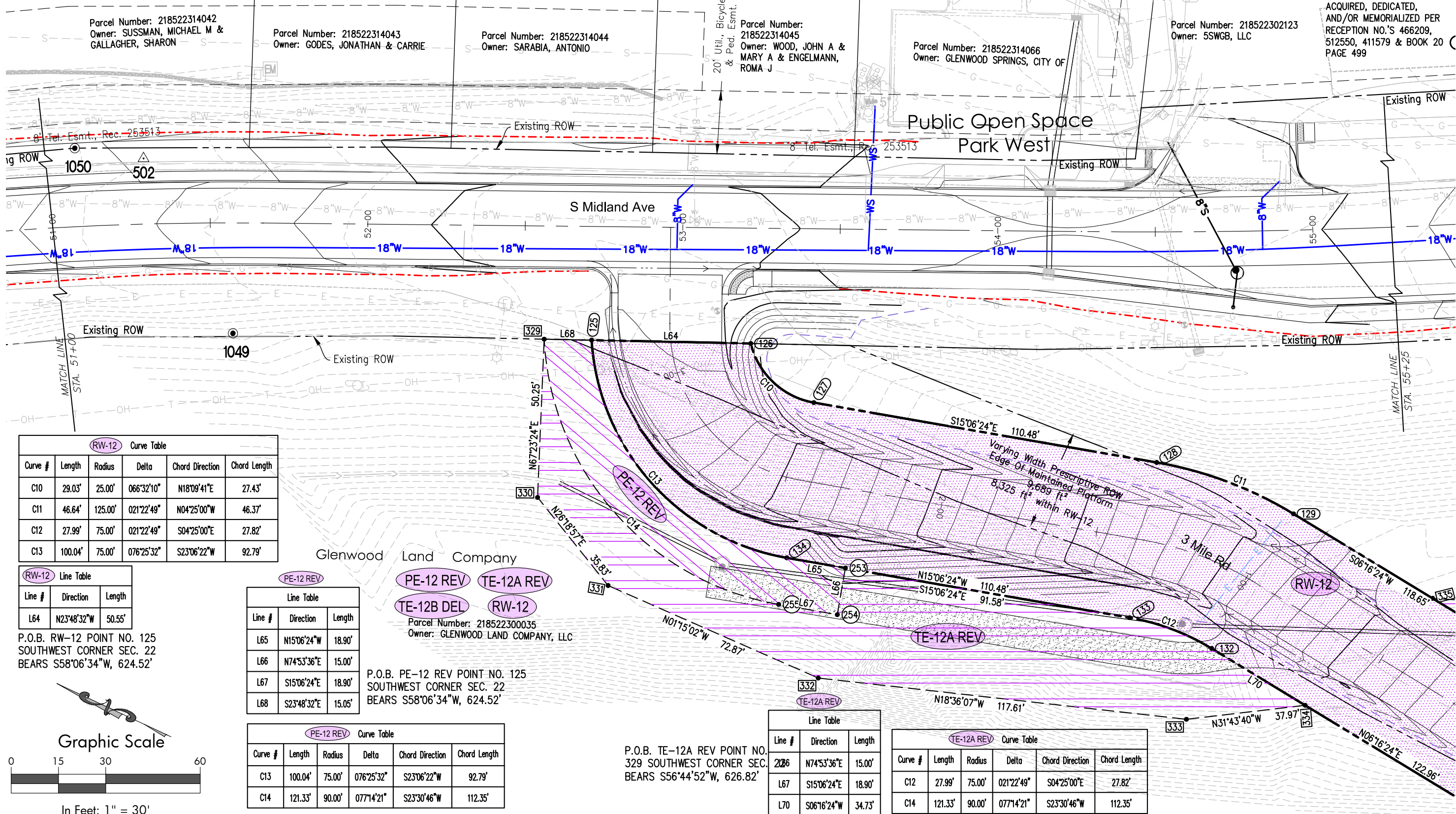
RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 1/03/20	Subset Sheets: 7.13 of 7.17	Sheet No.: 29	Total Sheets: 37

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579 & BOOK 20 PAGE 499

Lots 42-45, Park West SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



RW-12 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C10	29.03'	25.00'	066°32'10"	N18°09'41"E	27.43'
C11	46.64'	125.00'	021°22'49"	N04°25'00"W	46.37'
C12	27.99'	75.00'	021°22'49"	S04°25'00"E	27.82'
C13	100.04'	75.00'	076°25'32"	S23°06'22"W	92.79'

RW-12 Line Table		
Line #	Direction	Length
L64	N23°48'32"W	50.55'

P.O.B. RW-12 POINT NO. 125
SOUTHWEST CORNER SEC. 22
BEARS S58°06'34"W, 624.52'

PE-12 REV Line Table		
Line #	Direction	Length
L65	N15°06'24"W	18.90'
L66	N74°53'36"E	15.00'
L67	S15°06'24"E	18.90'
L68	S23°48'32"E	15.05'

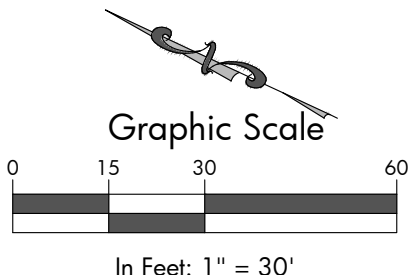
P.O.B. PE-12 REV POINT NO. 125
SOUTHWEST CORNER SEC. 22
BEARS S58°06'34"W, 624.52'

PE-12 REV Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C13	100.04'	75.00'	076°25'32"	S23°06'22"W	92.79'
C14	121.33'	90.00'	077°14'21"	S23°30'46"W	112.35'

TE-12A REV Line Table		
Line #	Direction	Length
L206	N74°53'36"E	15.00'
L67	S15°06'24"E	18.90'
L70	S06°16'24"W	34.73'

P.O.B. TE-12A REV POINT NO. 329
SOUTHWEST CORNER SEC. 22
BEARS S56°44'52"W, 626.82'

TE-12A REV Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C12	27.99'	75.00'	021°22'49"	S04°25'00"E	27.82'
C14	121.33'	90.00'	077°14'21"	S23°30'46"W	112.35'





Sheet Revisions		
Date	Description	Initials
11/05/19	Revised TE-12C to TE-12B	hs
1/03/20	Revised TE-12B to TE-12C	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



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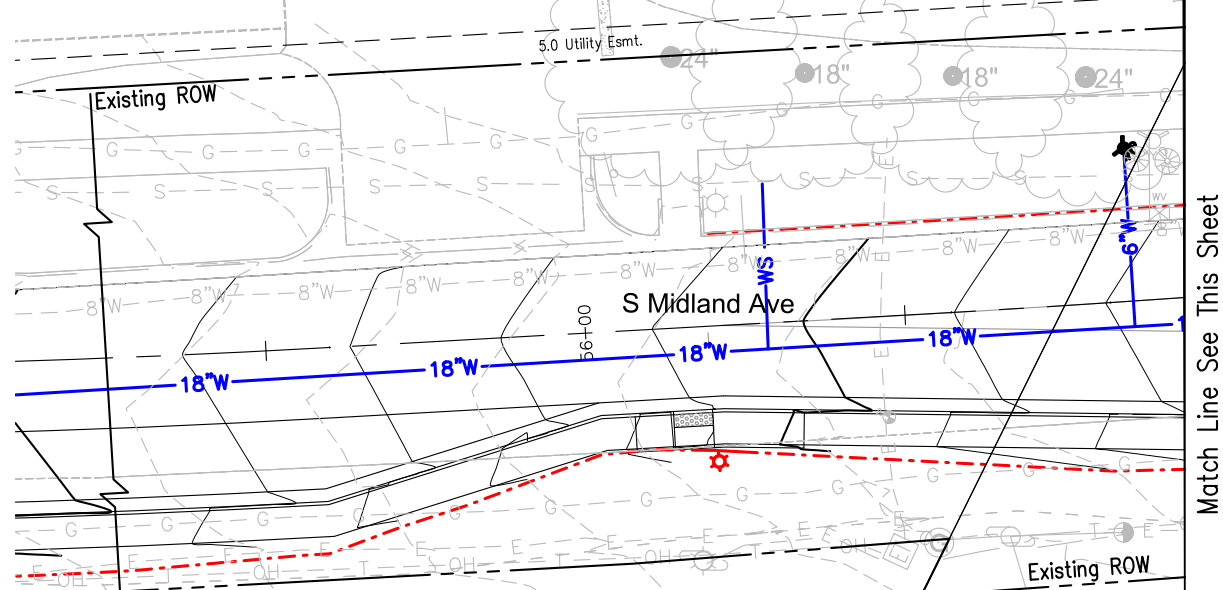
RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 1/03/20	Subset Sheets: 7.14 of 7.17	Sheet No.: 30	Total Sheets: 37

Tract A
Glenwood Park Sub.
Parcel Number: 218522302123
Owner: 5SWGB, LLC

SW1/4 SECTION 22 & NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



Match Line See This Sheet

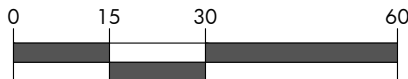
Glenwood Land Company

RW-12 TE-12C
Parcel Number: 218522300035
Owner: GLENWOOD LAND COMPANY, LLC

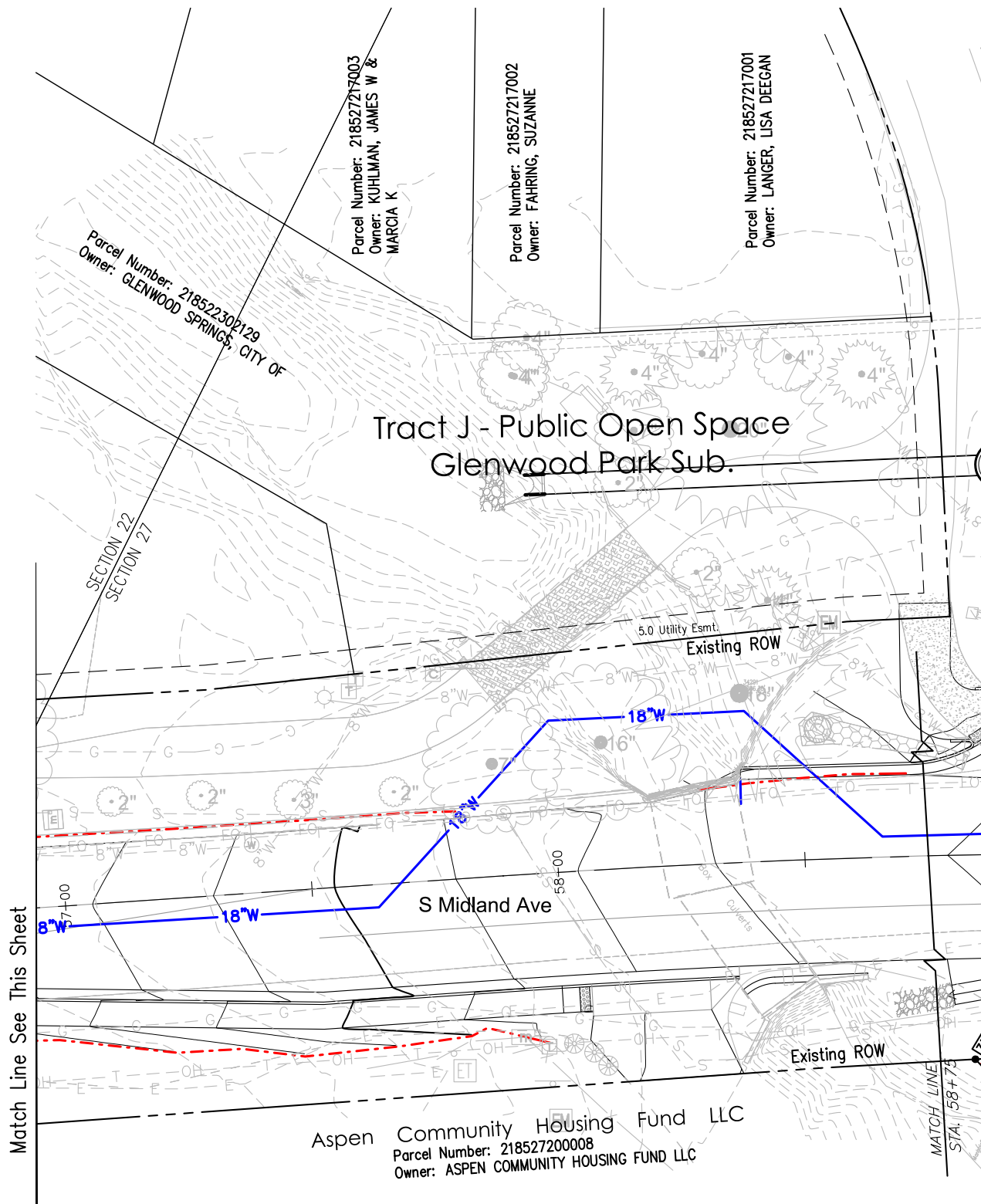
TE-12C Line Table		
Line #	Direction	Length
L71	S21°23'46"E	53.84'
L72	S06°16'24"W	17.12'
L73	N88°40'56"W	25.09'
L74	N06°16'24"E	66.97'

P.O.B. TE-12C POINT NO. 335
SOUTHWEST CORNER SEC. 22
BEARS S84°38'29"W, 571.33'

Graphic Scale



In Feet: 1" = 30'



Match Line See This Sheet

Aspen Community Housing Fund LLC
Parcel Number: 218527200008
Owner: ASPEN COMMUNITY HOUSING FUND LLC

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED,
DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S
466209, 512550, 411579 & BOOK 20 PAGE 499



Sheet Revisions		
Date	Description	Initials
08/03/19	Parcel 14 Ownership change	reb

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



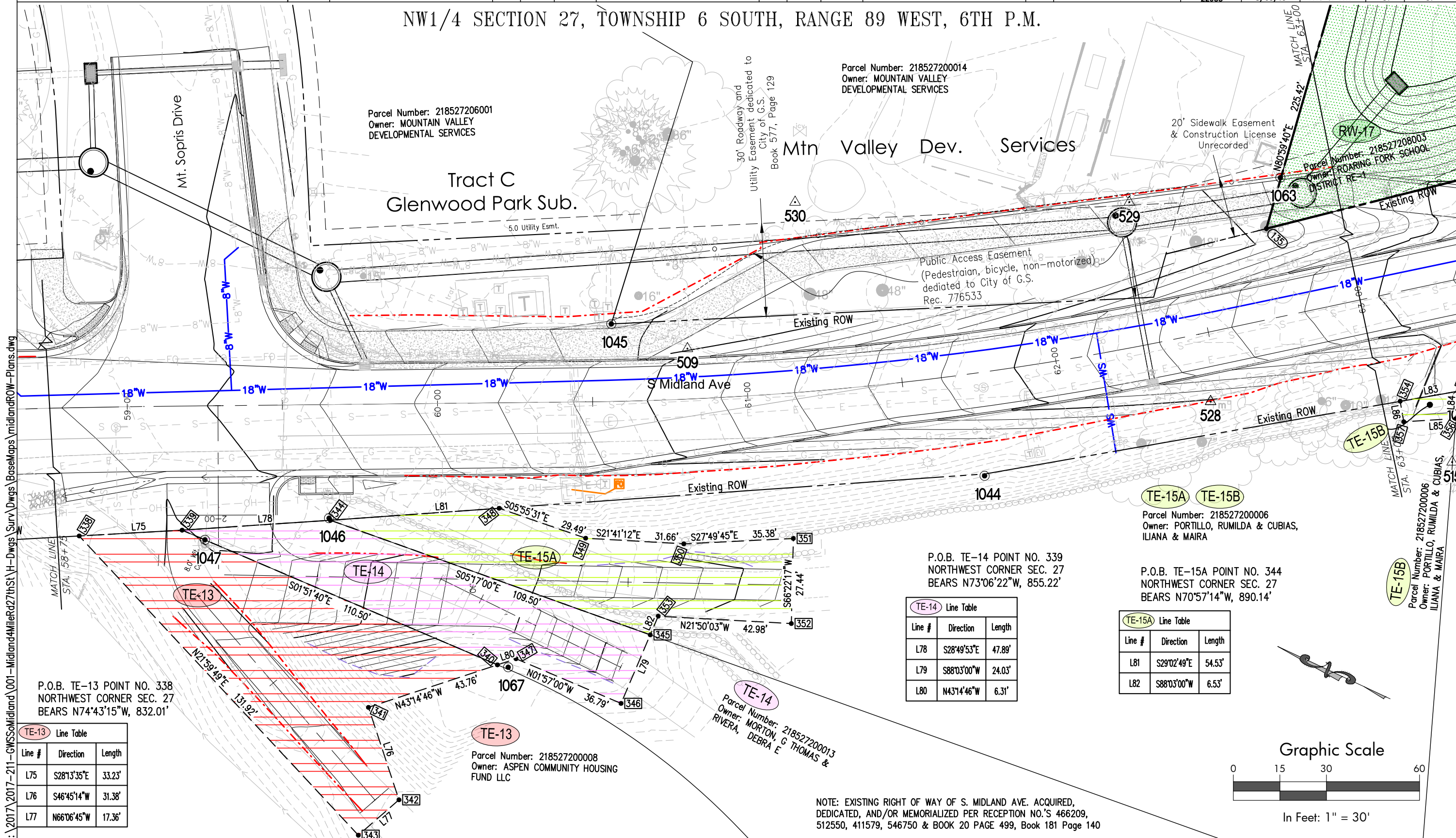
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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 8/03/19	Subset Sheets: 7.15 of 7.17	Sheet No.: 31	Total Sheets: 37

NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



P.O.B. TE-13 POINT NO. 338
NORTHWEST CORNER SEC. 27
BEARS N74°43'15"W, 832.01'

TE-13 Line Table		
Line #	Direction	Length
L75	S28°13'35"E	33.23'
L76	S46°45'14"W	31.38'
L77	N66°06'45"W	17.36'

P.O.B. TE-14 POINT NO. 339
NORTHWEST CORNER SEC. 27
BEARS N73°06'22"W, 855.22'

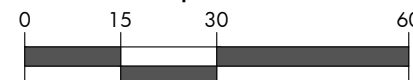
TE-14 Line Table		
Line #	Direction	Length
L78	S28°49'53"E	47.89'
L79	S88°03'00"W	24.03'
L80	N43°14'46"W	6.31'

Parcel Number: 218527200006
Owner: PORTILLO, RUMILDA & CUBIAS,
ILIANA & MAIRA

P.O.B. TE-15A POINT NO. 344
NORTHWEST CORNER SEC. 27
BEARS N70°57'14"W, 890.14'

TE-15A Line Table		
Line #	Direction	Length
L81	S29°02'49"E	54.53'
L82	S88°03'00"W	6.53'

Graphic Scale



In Feet: 1" = 30'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED,
DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209,
512550, 411579, 546750 & BOOK 20 PAGE 499, Book 181 Page 140



Sheet Revisions		
Date	Description	Initials

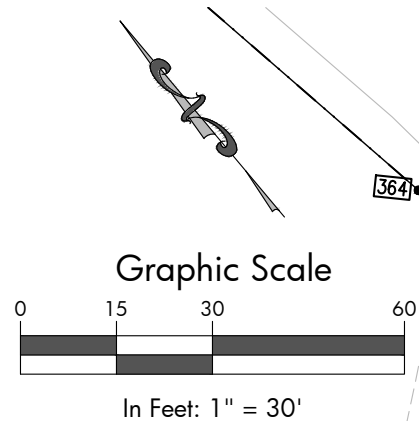
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



RIGHT OF WAY PLANS				
PLAN SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.16 of 7.17	Sheet No.: 32	Total Sheets: 37

NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



TE-17 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C16	20.82'	87.19'	013°40'55"	S49°46'36"E	20.77'
C17	50.53'	176.60'	016°23'39"	S51°07'57"E	50.36'
C18	41.24'	44.00'	053°42'22"	S31°43'02"E	39.75'
C19	70.58'	384.00'	010°31'53"	S01°26'19"E	70.48'
C20	37.80'	111.00'	019°30'35"	S01°11'59"W	37.61'

P.O.B. TE-17 POINT NO. 361
NORTHWEST CORNER SEC. 27
BEARS N68°42'42"W, 1353.33'

TE-17 Line Table		
Line #	Direction	Length
L90	S08°09'31"W	31.66'
L91	S80°39'08"W	1.14'
L92	S09°00'18"E	21.99'
L93	S58°34'13"E	11.41'
L94	S05°47'11"E	2.58'
L95	N80°59'40"E	15.92'

RW-17 Line Table		
Line #	Direction	Length
L93	S58°34'13"E	11.41'
L94	S05°47'11"E	2.58'
L96	S21°07'31"E	9.87'
L97	S50°32'12"W	20.00'

RW-17 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C16	20.82'	87.19'	013°40'55"	S49°46'36"E	20.77'
C17	50.53'	176.60'	016°23'39"	S51°07'57"E	50.36'
C18	41.24'	44.00'	053°42'22"	S31°43'02"E	39.75'
C19	70.58'	384.00'	010°31'53"	S01°26'19"E	70.48'
C20	37.80'	111.00'	019°30'35"	S01°11'59"W	37.61'
C21	37.21'	57.41'	037°08'09"	S38°02'58"E	36.56'

P.O.B. RW-17 POINT NO. 135
NORTHWEST CORNER SEC. 27
BEARS N63°33'40"W, 1177.19'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579, 546750 & BOOK 20 PAGE 499, Book 181 Page 140

I:\2017\2017-211-GWSSoMidland\001-Midland4MileRd27thSt\H-Dwgs\Surv\Draws\Bases\Plans\Plans.dwg

Parcel Number: 218527200014
Owner: MOUNTAIN VALLEY DEVELOPMENTAL SERVICES

MATCH LINE
STA 63+00

Parcel Number: 218527208003
Owner: ROARING FORK SCHOOL DIST RE-1

Parcel Number: 218527208003
Owner: ROARING FORK SCHOOL DIST RE-1

20' Sidewalk Easement & Construction License
Unrecorded

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



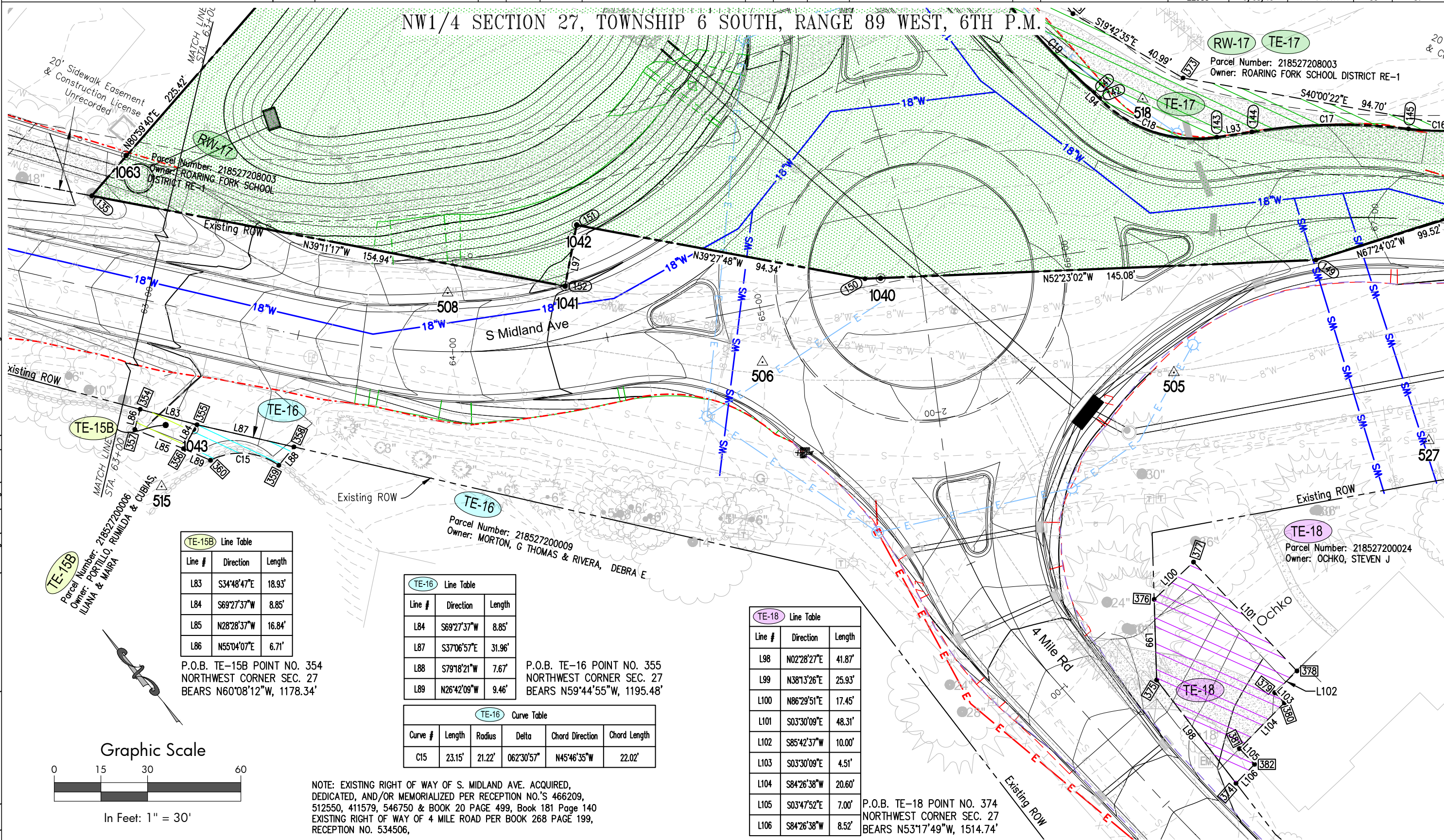
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RIGHT OF WAY PLANS

PLAN SHEET

Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 6/05/19	Subset Sheets: 7.17 of 7.17	Sheet No.: 33	Total Sheets: 37

NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.





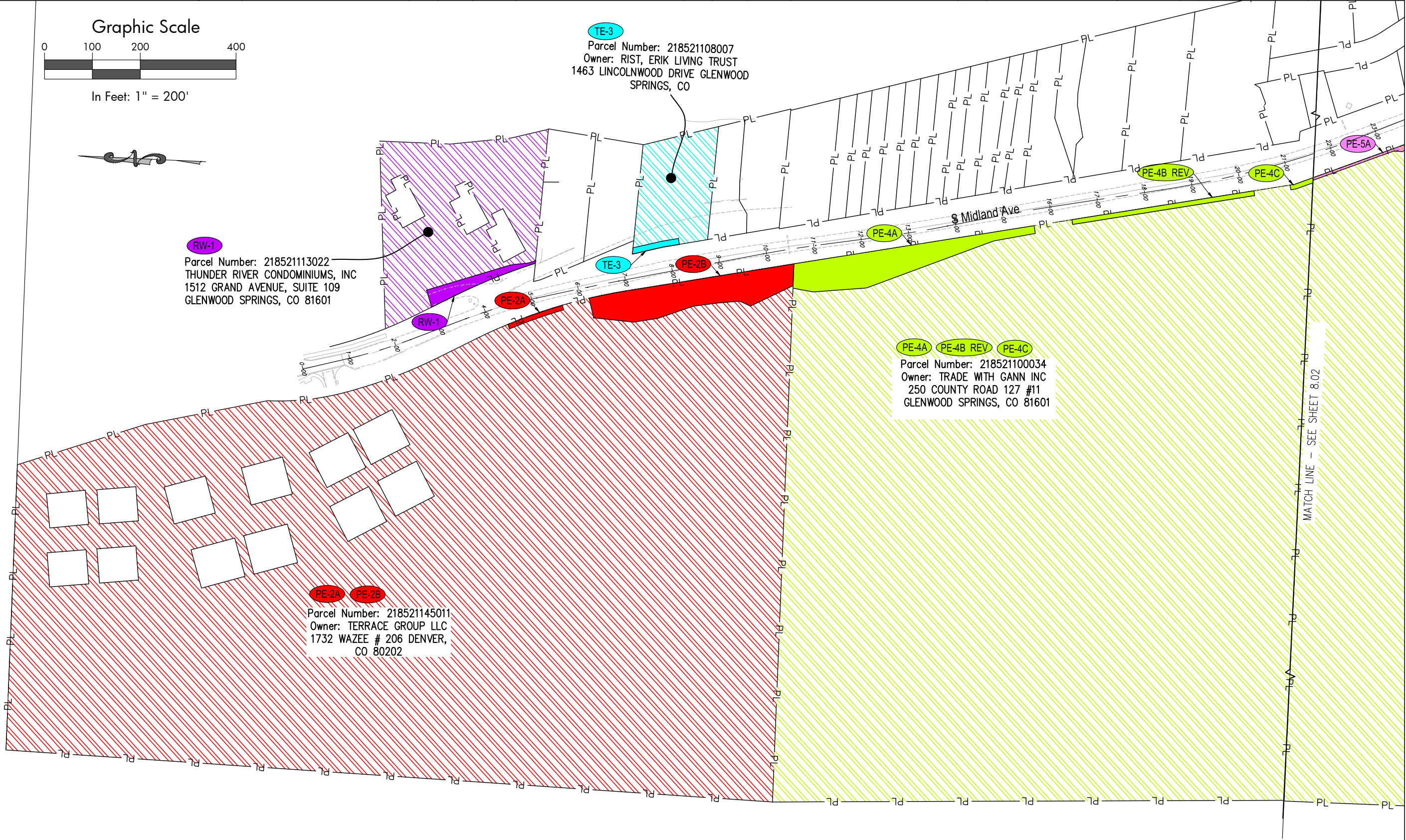
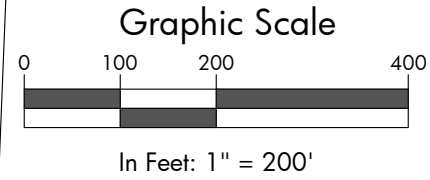
Sheet Revisions		
Date	Description	Initials
11/05/19	Revised PE-4B and added PE-4C	hs
1/03/20	Added Alignments	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

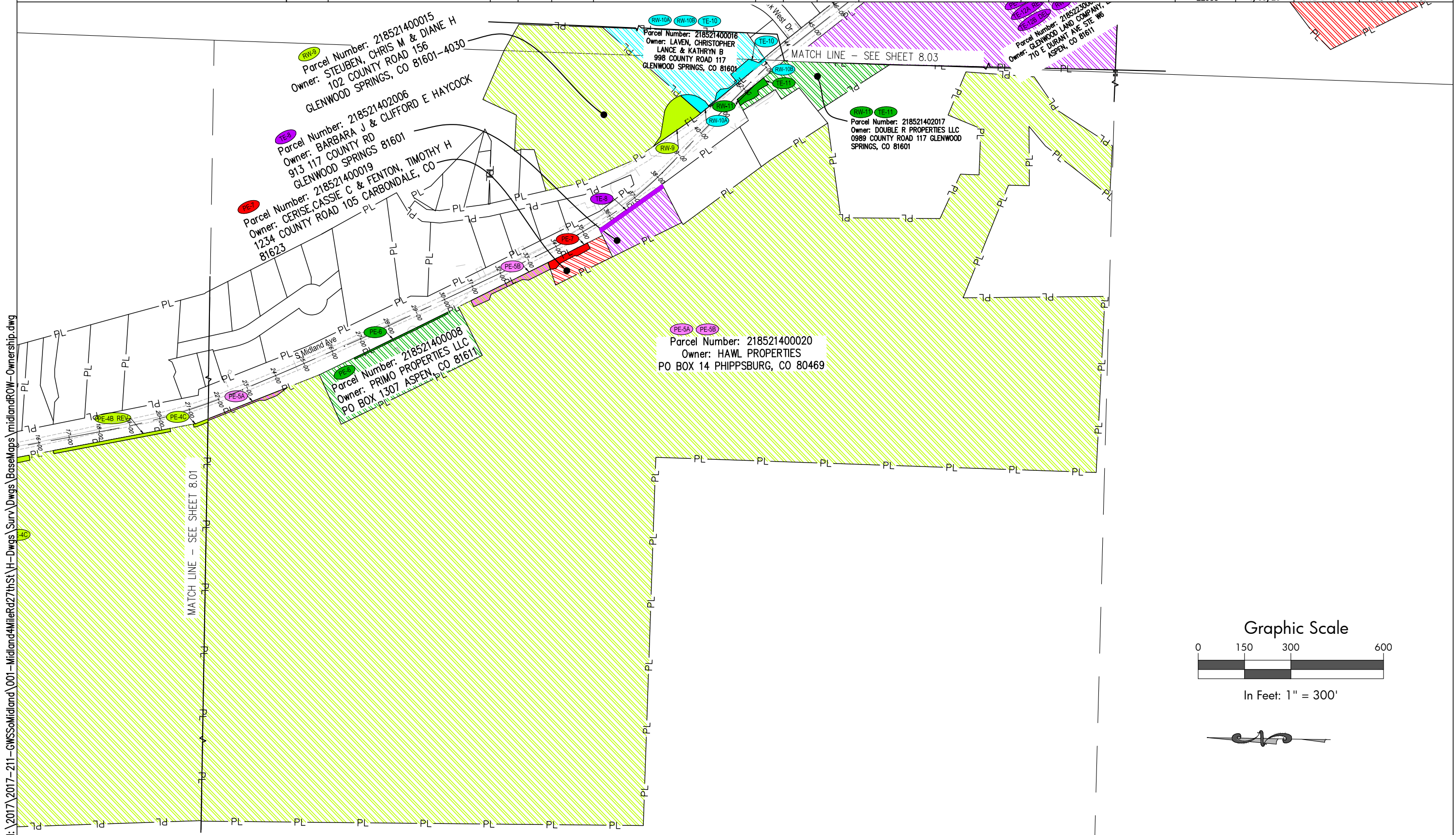


RIGHT OF WAY PLANS				
OWNERSHIP SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	8.01 of 8.04	34	37



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RIGHT OF WAY PLANS					
OWNERSHIP SHEET					
Project Number: BUILD M535-006					
Project Location: South Midland Ave, Glenwood Springs					
South Midland Avenue Improvement Project					
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets	
22933	1/03/20	8.02 of 8.04	35	37	





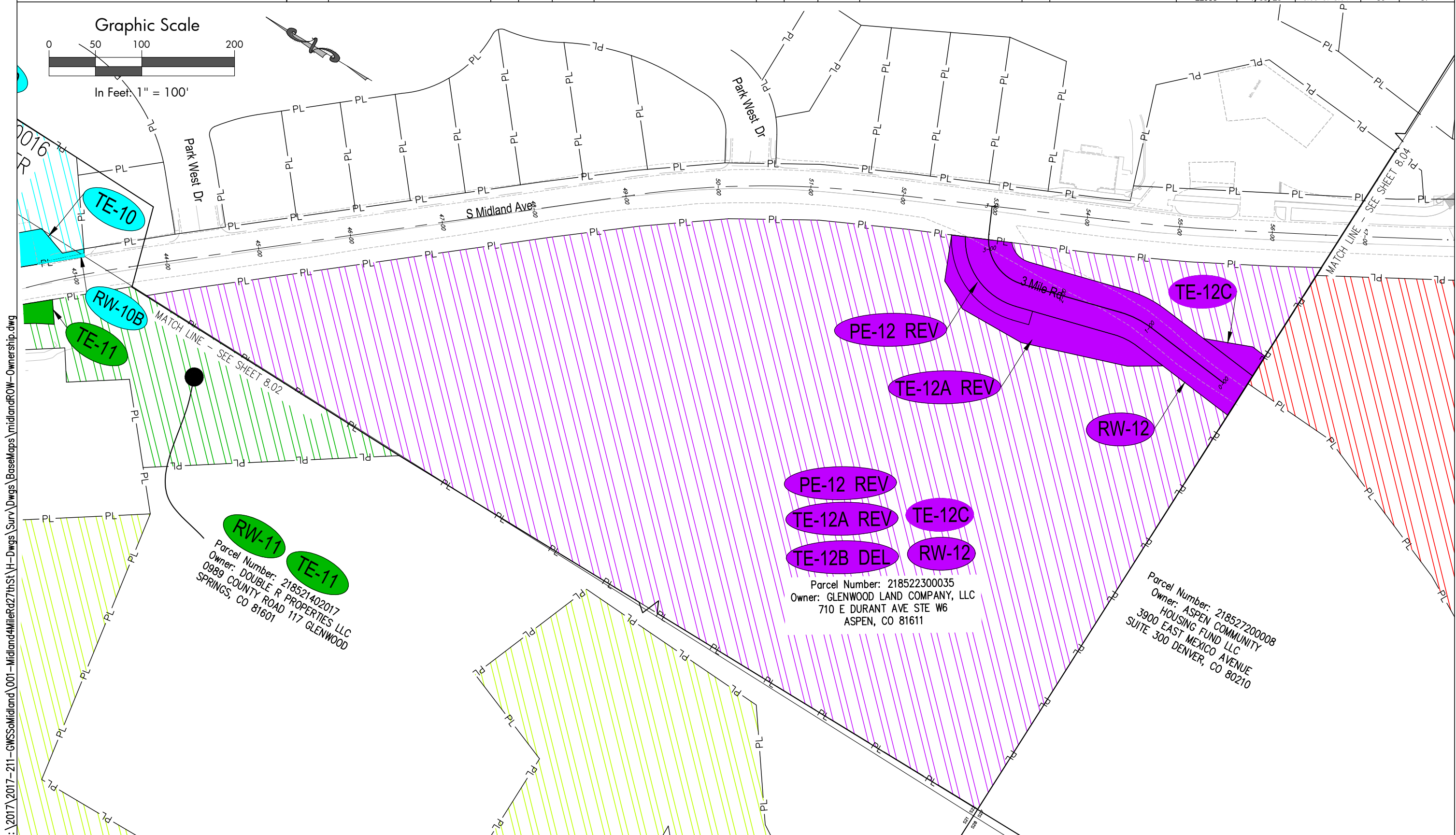
Sheet Revisions		
Date	Description	Initials
11/05/19	Removed PE-12 and TE-12C, Revised TE-12A and TE-12B	hs
11/26/19	Revised TE-12A and Added PE-12	hs
1/03/20	Revised TE-12A, PE-12 AND TE-12B TO TC-12C Added Alignments	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



RIGHT OF WAY PLANS				
OWNERSHIP SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code: 22933	Last Mod. Date: 1/03/20	Subset Sheets: 8.03 of 8.04	Sheet No.: 36	Total Sheets: 37



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Parcel Number: 218521402017
Owner: DOUBLE R PROPERTIES LLC
0989 COUNTY ROAD 117 GLENWOOD SPRINGS, CO 81601

Parcel Number: 218522300035
Owner: GLENWOOD LAND COMPANY, LLC
710 E DURANT AVE STE W6
ASPEN, CO 81611

Parcel Number: 218527200008
Owner: ASPEN COMMUNITY HOUSING FUND LLC
3900 EAST MEXICO AVENUE
SUITE 300 DENVER, CO 80210



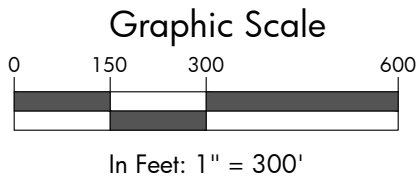
Sheet Revisions		
Date	Description	Initials
08/03/19	Parcel 14 Ownership change	reb
11/05/19	Removed PE-12 and TE-12C, Revised TE-12A and TE-12B	hs
11/26/19	Revised TE-12A and Added PE-12	hs
1/03/20	Revised TE-12A, PE-12 AND TE-12B TO TC-12C Added Alignments	hs

Sheet Revisions		
Date	Description	Initials

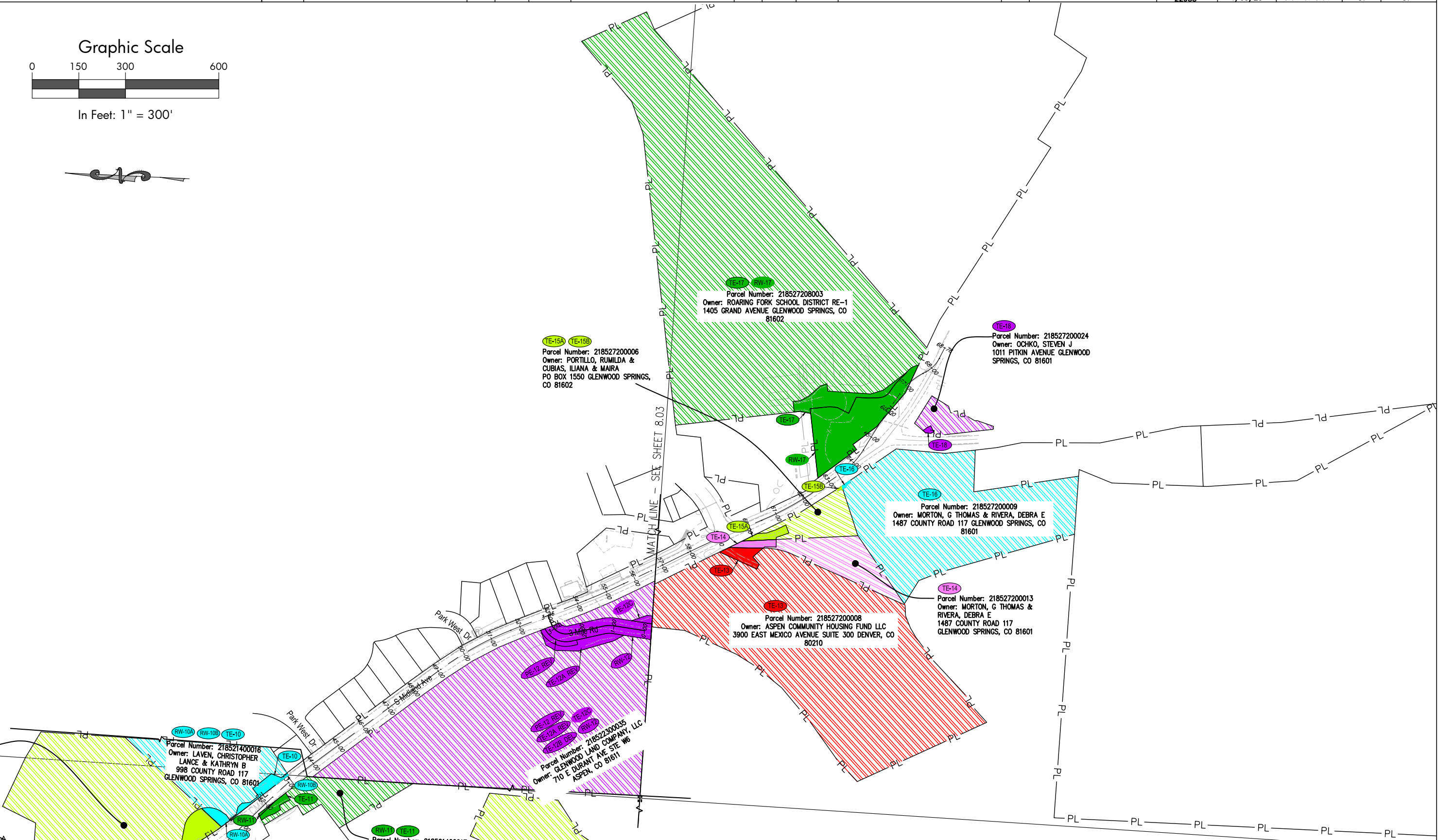
Sheet Revisions		
Date	Description	Initials



RIGHT OF WAY PLANS				
OWNERSHIP SHEET				
Project Number: BUILD M535-006				
Project Location: South Midland Ave, Glenwood Springs				
South Midland Avenue Improvement Project				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	8.04 of 8.04	37	37



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ORDINANCE NO. 10

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REGARDING SECTION 020.010.020 OF THE GLENWOOD SPRINGS MUNICIPAL CODE TO TEMPORARILY REDUCE THE COMPENSATION FOR CITY COUNCIL MEMBERS AND THE MAYOR DURING THE COVID-19 PANDEMIC.

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

WHEREAS, the Novel Coronavirus (“COVID-19”) pandemic has spread and infected populations throughout the United States, the State of Colorado, and the western slope of Colorado; and

WHEREAS, by Executive Order, the Governor of the State of Colorado issued a Stay at Home Order ordering Coloradans to a stay at home through April 26, 2020 due to the presence of COVID-19 in the State; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the City Manager, Debra Figueroa, declared a local disaster emergency in Glenwood Springs on March 13, 2020 in order to protect the life, health and safety of the citizens of Glenwood Springs; and

WHEREAS, City Council recognizes that the City is experiencing and will continue to experience revenue losses and other financial challenges due to the Novel Coronavirus-COVID-19 pandemic and executive and public health orders issued to mitigate the spread of the virus; and

WHEREAS, the City Manager and Staff have all had their wages reduced help the City face the financial challenges resulting from COVID-19; and

WHEREAS, section 3.7 of the Charter requires that changes to Council salaries be made by ordinance; and

WHEREAS, Council salaries are currently codified at section 020.010.020 of the Glenwood Municipal Code; and

WHEREAS, the Mayor and City Council desire to temporarily decrease their compensation as of May 1, 2020 by twenty percent (20%) through December 31, 2020.

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

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

Section 2. Without amending Section 020.010.020 of the Glenwood Springs Municipal Code and on a temporary basis the Mayor and Council salaries shall be decreased 20% to \$960 per month and \$800 per month, respectively. This temporary reduction shall be effective immediately until December 31, 2020 unless otherwise repealed. The repeal and return of the Mayor and Council salaries to their current level is not an increase as provided for in Section 3.7 of the Charter.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS ____ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE
OF SECOND PUBLICATION THIS ____ DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk