AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
OCTOBER 6, 2022
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.*

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to ryan.muse@cogs.us. Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

MORNING WORK SESSION

8:30	1.	2023 Budget	Information/Discussion

WORK SESSION

4:00	2.	2023 Budget	Information/Discussion
5:00	3.	Airport Fee Package	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.
When: Oct 6, 2022 06:15 PM Mountain Time (US and Canada) Topic: 2022/10/06 Regular Council Meeting
Please click the link below to join the webinar: https://us02web.zoom.us/j/83987698208?pwd=bWJmQXQzNDV5OEVHaERpejE5SU9Vdz09
Passcode: 899107
Or One tap mobile: US: +17193594580,,83987698208# or +12532158782,,83987698208#
Or Telephone: Dial(for higher quality, dial a number based on your current location):
US: +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053 or +1 564 217 2000 or +1 646 931 3860 Webinar ID: 839 8769 8208
International numbers available: https://us02web.zoom.us/u/kdCeyXYCAi

REGULAR SESSION

6:15	4.	Roll Call	
	5.	Agenda Changes & Conflicts	
	6.	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	7.	Consent Agenda	Discussion and/or Action
		A. September 15, 2022 Council Minutes	
		B. September 21, 2022 Special Council Minutes	
		C. September 29, 2022 Special Council Minutes	
		D. Resolution 2022-36; Change the Start Time of October 20th Council Meeting	
		E. Ordinance 2022-22; Enabling Legislation for New Ballot Measure (Second Reading)	
	8.	Proclamation for Arbor Day	Presentation

ACTIONS AND/OR PRESENTATIONS

6:20	9.	Appointment of New Planning and Zoning Commissioner	Discussion and/or Action
6:30	10.	2023 Budget Submittal	Discussion and/or Action

6:50	11.	Ordinance 2022-23 Municipal Court Code Updates	Discussion and/or Action
7:00	12.	Habitat for Humanity Agreements	Discussion and/or Action
7:45	13.	Detoxification (Detox) Facility Agreement	Discussion and/or Action
8:00	14.	Council Comments	
	15.	Report from City Administration	
		A. City Manager	Information
		B. City Attorney	
		C. Correspondence Incoming/Outgoing	
8:15	16.	Executive Session to receive legal advice regarding a Can and Will Serve Letter for Roaring Fork Transit Authority (RFTA) and also including the Power Pathway Project	Discussion and/or Action

Executive Session to receive legal advice pursuant to Colorado Revised Statute 24-6-402(4)(b) conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions, more specifically a Can and Will Serve Letter for Roaring Fork Transit Authority (RFTA) and also including the Power Pathway Project can serve letters.

9:00	17.	Adjournment	

City Council

STAFF REPORT

City of Glenwood Springs

October 6, 2022

Agenda Item:	2023 Budget
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Generate Sustainable Economic Development Ensure Public Safety
Background Info:	We expect to cover Fleet and Bus Tax Funds, and address a few items that we still need to decide.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA

City Council

STAFF REPORT

City of Glenwood Springs

October 6, 2022

Agenda Item:	2023 Budget
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Generate Sustainable Economic Development Ensure Public Safety
Background Info:	NA
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	Airport Fee Package
Action Requested:	Approve the 2023 Fee Schedule and New Land Lease Agreement
Department:	Parks & Recreation
Presented By:	Brian Smith, Karl Hanlon
Strategic Goals:	Preserve and Improve Infrastructure Generate Sustainable Economic Development
Background Info:	These documents provide the 2023 fee schedule and unified leases, applicable to all users at the airport and are supplemental to Municipal Code 090.010. The Airport Board and staff worked through these documents during board meetings and additional staff meetings. The 2023 Fee Schedule and new leases received final recommendation for approval by Council from the Airport Board. Amoritization for the Airport Capital Projects Loan is also presented here.
Issues:	NA
Fiscal Impact:	Fee forecasts are equal to budgeted amounts
Legal Review:	Legal reviewed the agreement
Staff Recommendation:	Approve the 2023 Fee Schedule and New Land Lease Agreement

Karp Neu Hanlon PC
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DATE: September 29, 2022

TO: Glenwood Springs Mayor and City Council

FROM: Karp Neu Hanlon, P.C.

RE: Airport Ground Leases

The Airport Board worked with staff and the City Attorney to recommend a new ground lease for consideration by Council. The Board considered the lease form in September 2021 and then again in July 2022, requesting the below revisions. It unanimously recommended approval at the August 2022 meeting.

The form is based on the Steamboat Springs Airport ground lease, with some provisions deleted that are not required for non-FAA obligated airports.

In response to the July 21 Board Meeting, the following revisions were made:

- Term is revised from 5 year term to 20 year term with 10-year option to renew.
- Sec. 9 Obligations on Termination now requires agreement of both parties for improvements (i.e. hangars) to remain on the premises. Lessee has the unilateral right to remove any improvements. If the parties agree that improvements should remain on the premises, title will pass to the City, free of liens and at no charge. If improvements are removed, premises will be restored to previous condition by Lessee in 60 days, or done by the City and invoiced to the Lessee.

The following changes were made after the September 2021 Board meeting:

- Change late fee from $500 to $100 per month, up to $500, subject to termination after that point.
- Added "good faith effort" to Sec. 5(a) regarding required repairs in sentence 4.
- Removed requirement to pay whether or not invoice is sent.
- Moved snow removal responsibility out to ten feet from hangar from six feet.
- Added reference to the Minimum Standards.

2023 Airport Fee Schedule DRAFT

Service	2022 Fee	2023 Fee
Annual Hangar Lease	$660.00 per plane that fits in space	$0.57/sqft
Annual Tie Down Fee	$700.00 per plane	$725.00 per plane
Annual Airport User Fee	$600.00 per plane	$650.00 per plane
Monthly Tie Down Fee	$75.00 per plane	$100.00 per plane
Nightly Tie Down Fee	$10.00 per plane	$10.00 per plane
Commercial Refueler/Trailer/Heli Monthly Parking	$350.00 per vehicle	$400.00 per vehicle
Commercial Refueler/Trailer/Heli Nightly Parking	$50.00 per vehicle	$50.00 per vehicle
Late Fee	$50.00	$50.00
Jet A Fuel	see AirNav for current price	see AirNav for current price
100LL	see AirNav for current price	see AirNav for current price

Drafted 08/04/2022

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into effective ________________, 20___, by and between the CITY OF GLENWOOD SPRINGS, COLORADO, a municipal corporation organized under the laws of the State of Colorado, ("City" or "Lessor"), and ______________________________________("Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Glenwood Springs Municipal Airport (hereinafter, the "Airport") located in Garfield County, Colorado, including the real property upon which the same is located; and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease Agreement (hereinafter, the "Agreement") for the use and occupancy of certain areas at the Airport; and

WHEREAS, the City desires to accommodate, promote and enhance general aviation at the Airport and Lessee desires to be assured of the Airport's continued availability as a base for aircraft; and

WHEREAS, Lessee wishes to enter into this ground lease with Lessor.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby grants to Lessee, its heirs, successors and assigns, a Ground Lease (the "Lease") to use during the Lease term for an area measuring approximately __________ square feet to include the hangar site, which is defined as the constructable pad area (the "Premises"). The Lease shall include all rights normally incident to the use and enjoyment of the Premises for the intended purpose, including the right to construct and maintain a hangar and to enter upon Airport Premises to access such hangar on a 24-hour basis. The Premises shall be used and occupied by Lessee primarily for the storage of Lessee's aircraft, (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"). In the event Lessee stores a Substitute Aircraft in the Hangar, all provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. Lease Term. The Lease pursuant to this Agreement shall commence on the mutual execution date of this Lease ("Commencement Date"). The Lease shall continue for twenty (20) years (the "Lease Term") unless sooner terminated as provided herein. So long as the Lessee is in full compliance with the terms of the Lease, and the Lessor has determined that the property is in good repair, the Lessee may extend the term of this Lease for one ten (10) year period ("Ten-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Ten-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Ten-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall constitute a month to month Lease ("Month-to-Month Holdover") with rent payable to Lessor at the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Agreement the Month-to-Month Holdover is revocable by either party by giving notice of termination at least thirty days prior to the end of any month.

3. **Ground Rent**, Lessee shall pay to Lessor ground rent for use of the land beneath the Hangar. Ground rent shall be as set forth in the Ground Rent table attached hereto as Exhibit A. If Lessee exercises its option to extend this Lease for one ten-year period, Ground Rent shall continue to increase at the rate of 3% per annum, compounded annually. Ground Rent shall be due and payable in one lump sum on February 15 of each calendar year. Notwithstanding the forgoing, Ground Rent for the period from the Commencement Date until December 31, 20___ shall be due prior to, or simultaneously with, Lessee's execution of this Agreement. Ground rent shall be made payable to the City of Glenwood Springs and shall be paid to the City of Glenwood Springs (Community Center 100 Wulfsohn, Glenwood Springs, CO 81601 OR Online Payment at https://cogs.us/263/Pay), or such other address as City may designate in writing from time to time. Lessor shall notify Lessee by January 15th of every calendar year of the ground rent payable February 15th of the current calendar year. Any portion of the ground lease not paid 30 days after due will incur a late fee of $100 per month up to $500 per annum, at which point lessee will be considered to be in breach and subject to the Section 8 termination provision.

4. **Inconvenience During Construction**. Lessee recognizes that from time to time during the term of this Lease it may be necessary for City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Glenwood Springs Airport and its facilities may be suitable for volume and character of air traffic and flight activity which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Airport. Lessee agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption.

5. **Certain Obligations of Lessee**.

(a) Maintenance. Lessee shall maintain or cause to be maintained the Premises at Lessee's sole expense in a neat, clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Premises without notifying the Airport Manager and making application to the City Department of Community Development for whatever approval may be required by the City for such proposed structural alteration. All alterations shall be at Lessee's sole expense. In the event Lessee fails to make a good faith effort to commence any repair or maintenance of the Premises required pursuant to this Agreement within ten (10) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor's actual costs and expenses incurred in connection therewith. Lessee shall follow all local, state and federal life and fire safety and environmental codes and regulations Lessee shall notify the City of all construction, reconstruction, repair, or any work whatsoever related to the Hangar, the name of the contractors or subcontractors performing such work, and shall indemnify and hold the City Harmless from any claims whatsoever concerning the Hangar.

The City shall be responsible for snow removal on the aircraft taxiway/taxilane/apron/ramp area excluding any parking and side lots and excluding any area within ten feet (10') of any Hangar; provided, however, that priority for snow removal shall be in accordance with the City's Snow Removal Plan as it now exists or as it may be amended in the City's sole discretion.

(b) Use of Premises. The Lessee shall use the Premises primarily for the storage and protection of aircraft, aircraft parts and other aeronautical purposes, and for no other purpose. The Lessee shall not carry on any commercial activity, aeronautical or non-aeronautical, without notifying the Airport Manager and making application to the City Community Development Department or other appropriate City department for whatever approval may be required by the City for such proposed commercial use. In addition, the Lessee shall not use the Premises for any activities in competition with normal fixed base operation activities conducted at the Airport. Lessee shall not install, operate or permit to be used at the Premises any signs or similar advertising devices visible from the exterior of the Premises without notifying the Airport Manager and applying to the Community Development Department for an appropriate permit, however the City may install identification signs on the exterior of the Premises to identify Hanger unit numbers only. Additionally; Lessee shall have a fire extinguisher and any other necessary safety equipment on the Premises at all times in accordance with the appropriate life and fire safety codes.

(c) Laws and Regulations. In using the Premises, the Hangar and the Airport, Lessee shall comply with all applicable laws, regulations and rules of general applicability that may be in effect from time to time, including without limitation rules of federal, state and municipal governments and all applicable life, fire and safety codes. Specifically. lessee shall comply with the Glenwood Springs Municipal Code and Minimum Standards of the City of Glenwood Springs Airport, as may be amended.

(d) Utilities. Lessee shall be responsible for all utility charges, including connection fees incurred after the date hereof for utility service to the Premises. Any future utilities shall be underground, where pavement or ground disturbed in the process returned to its original condition.

(e) Insurance for Premises. Throughout the term of the Lease, Lessee shall cause to be maintained property, general liability, and bodily injury insurance covering the Lessee's interest in the Premises and improvements and all of the services, operations, and activities of Lessee, and Lessee's sublessees at the Airport. The initial amount of coverage shall be, at least $1,000,000 per occurrence. The City may, from time to time, and in its sole discretion (which shall be reasonably exercised), increase the amount of required insurance due hereunder by amending the City's fees, and these amendments shall apply to Lessee, including those amendments that occur after the Commencement Date of this Lease. The City shall be named as an additional insured under any insurance policy issued to Lessee at Lessee's sole cost, if any. In the event of damage or destruction to the Premises, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall the City be obligated to repair or replace the Premises after damage or destruction. In any event, Lessee shall be obligated to repair and replace the hangar structure and the Premises after damage or destruction. Lessee shall cause its insurance carrier to provide a certificate of insurance directly to the City of the kinds and amounts of said insurance coverage and shall acquire policies that shall not be subject to cancellation without at least thirty (30) days advance written notice to the City. Such policies shall provide that they may not be materially changed or altered by the insurer during its term without first giving at least ten (10) days written notice to the City.

(f) Insurance for Aircraft. Lessee is responsible for verifying that any Aircraft stored in the Hangar, including Substitute Aircraft, carry aircraft premises insurance for any damage, whether to persons or property, with limits of $1,000,000 per each occurrence.

(g) Certificates of Insurance. Lessee shall cause its insurance carrier to provide the foregoing certificates of insurance directly to the City of the kinds and amounts of said insurance coverage and shall acquire policies that shall not be subject to cancellation without at least thirty (30) days advance written notice to the City. Such policies shall provide that they may not be materially changed or altered by the insurer during its term without first giving at least ten (10) days written notice to the City.

(h) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, materialmen's or similar liens with respect to Lessee's interest in the Premises. If any such liens are asserted against Lessor's interest in the Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security therefore. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Agreement applicable to assignments. Any encumbrance of Lessee's interest in the Premises permitted pursuant to this Agreement shall expressly exclude any interest of Lessor in the Premises.

(i) Taxes. The Lessee shall pay all taxes, including, without limitation, personal and real property taxes assessed against the Premises.

(j) Financing.

(i) Lessee's Right to Finance. Lessee may, at any time or from time-to-time mortgage the leasehold estate. Such right of Lessee to mortgage the leasehold estate shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease, shall not to any extent encumber all or any portion of Lessor's fee simple interest in the Premises.

(ii) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the leasehold estate created hereby ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and thirty (30) days thereafter in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to effect a cure, Leasehold Mortgagee's cure period shall be extended-to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease is terminated in accordance with this Lease or by provision of Law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease by Lessor and Lessee shall be effective only if the same is given the prior written approval of any Leasehold Mortgagee.

(iii) New Lease. If Lessor terminates this Lease, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease, effective as of the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and (ii) such mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all sums unpaid which at such time would have been payable under this Lease but for such termination, and shall cure all defaults of Lessee under this Lease which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney's fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease.

(iv) Casualty. In case any leasehold mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Hangar, then the Leasehold Mortgagee is hereby authorized, its sole expense, to repair or restore the Hanger or to replace the Hangar under the same terms and conditions of this Lease as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Hangar shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all said insurance proceeds paid out upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease.

6. <u>Lessee's Use of the Hangar.</u>

(a) The Hangar shall be used primarily for the storage of the Aircraft, along with any necessary aircraft ground handling equipment associated with said Aircraft. The incidental storage of other items directly related to the use of the Hangar for the storage of the Aircraft shall be permitted, so long as that storage of other items does not obstruct the use of the Hangar by others and does not constitute a fire hazard or other public safety hazard nor increase Lessor's insurance costs.

(b) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flanimables, or other hazardous materials in the Hangar without the prior written approval of the Airport Manager. The parties understand that the Airport Manager is authorized by this provision to require safety containers or other safety measures are followed by Lessee as a condition of such approval. Written approval of the Airport Manager shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal use of private aircraft.

(c) Lessee shall take such steps so as to ensure that the performance of maintenance work within the Hangar shall not damage the Premises and Lessee is responsible for payment to Lessor of any damage to the pavement of the Hangar floor caused by fuel or oil spillage, maintenance tools, repair equipment or associated causes.

(d) Lessee shall control the conduct and business demeanor of its employees and invitees, and of those doing business with it, in and around the Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable.

(e) Lessee shall keep the Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.

(f) Lessee shall not park or leave Aircraft or vehicles on the taxilane or on the pavement adjacent to the Hangar door in a manner that unduly interferes with or obstructs access to adjacent Hangars. Aircraft parked for more than 30 minutes in the taxilane area shall constitute an obstruction and may be assessed a fee of $50 for any portion of each additional 30 minute period.

(g) Within thirty (30) days of the execution of this Agreement, Lessee shall purchase and maintain an ABC dry chemical or halon type fire extinguisher installed with a bracket to the wall of the Hangar, and each Hangar Unit if applicable, on the wall immediately below the Hangar Unit light switch.

(h) In utilizing the Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government agency.

7. **Termination by Lessee**. Lessee shall have the right to terminate the Lease if Lessor breaches any provision of this Agreement or fails to perform any obligation of Lessor hereunder and such breach of failure continues for a period of thirty (30) days after notice from Lessee specifying the breach or failure to perform in question.

8. **Termination by Lessor**. Lessor shall have the right to terminate the Lease in the event Lessee breaches any provision of this Agreement or fails to perform any obligation of Lessee hereunder and such breach or failure continues for a period of thirty (30) days after written notice from Lessor specifying the breach or failure to perform in question.

9. **Obligations on Termination**. Upon expiration or earlier termination of this Lease, Lessee shall promptly and peacefully surrender the Premises to Lessor in as good of condition as when received by Lessee from Lessor, reasonable wear and tear and insured casualty excepted. Lessee shall remove all alterations, additions or fixtures at the end of the Lease term unless Lessor consents to Lessee leaving a specified alteration, addition or fixture at the Premises, in which case Lessee shall not remove such items and title to such items shall pass to the Lessor free and clear of any claim of interest by Lessee or that of a third-party and at no cost. In the event that Lessee elects to remove any alterations, additions, or fixtures from the Presmises, Lesses will have sixty (60) days from the date of termination to complete work at a prorated rent, but the time period for Lessee to complete this work will not create a new tenancy for any additional period of time. Such removal work shall include Lessee immediately repairing any damage to the Premises caused by any such removal and return the Premises to a flat and level condition, and if the Premises was paved, re-paving the Premises to the same depth and specifications as it existed prior to the expiration or termination of the Lease. Any vacated Premises not left in the condition required by this paragraph will be restored by the Lessor and such costs invoiced to the Lessee.

10. **Inspection**. City's authorized representatives shall be allowed access to the Premises at all reasonable times, for the purpose of examining and inspecting the Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of Lessee's Hangar (Le. Key, lock combination, etc.).

11. **Ingress-Egress.** Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Premises, subject to generally applicable rules and regulations governing use of the Airport in effect from time to time.

12. **Utilities**. Lessee shall have the right to install utility and related facilities at the Airport to provide utility services to the Hangar and shall have the right to access all utilities servicing the Aiport at Lessee's expense and with Lessor's permission. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of interior of the Hangar that may be affected by such construction. The Airport Manager, or his or her representative, shall have ten days to approve or deny the construction plan based on the anticipated disruption to the common areas of the Airport, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the Airport Manager, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Airport operations. After construction, Lessee shall restore the construction site to its condition prior to construction. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible.

13. Assignment Subletting. Change of Ownership.

(a) Lessee may, upon prior written approval of the City, which approval shall not be unreasonably withheld, assign Lessee's rights and obligations arising under this Agreement if Lessee transfers its ownership in the Hangar to a third party. The remaining term of the lease will be transferred to the third party.

(b) Lessee may sublease all of or a portion of the Hangar; provided, however, the Lessee shall be obligated to notify the Airport Manager of any sublease and of the name of the sublessee and the owner, make, model, and tail number of any Aircraft stored in the Hangar at any time. Failure to notify the Airport Manager of all subleases, the name(s) of the sublessee(s), the owner(s), make, model, and tail number of any Aircraft stored in the Hangar at any time shall constitute an event of default under this Lease. The parking of Aircraft not owned by or leased by Lessee within the Hangar shall constitute a sublease. Any transferee, assignee, sublessee, or any person or owner of an Aircraft stored in the Hangar shall be subject to and bound by all the provisions of this Agreement.

(c) The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof; legal or equitable) of the Hangar (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Hangar (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Hangar (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of; or in the execution of a contract or agreement creating a right to acquire or receive, equal to or more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lessee, (v) the reorganization, liquidation or dissolution of the Lessee. The City shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer. Any events that result in a transfer do not extend the current lease terms.

14. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

15. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

Airport Manager
City of Glenwood Springs Community Center
100 Wulfsohn Road
Glenwood Springs, CO 81601

And

City Attorney
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

Notices to the Lessee will be deemed received (a) if personally received by the individual named below, or (b) three days after being sent by certified Mail, postage prepaid, addressed to:

____
____
____
____

or to such other addresses as the Lessee may designate in writing from time to time.

16. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement

18. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Agreement, each party shall be required to pay its own fees and costs and expenses, including its own attorneys' fees, and there shall be no award of fees to the putative "prevailing Party."

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

20. Estoppel Certificate. At any time and from time to time either party shall execute, acknowledge and deliver to the other a written statement certifying that this Agreement is in effect without modification of the provisions hereof (or if there have been modifications, a statement thereof), and that neither party is in default hereunder (or if any such default exists, a description thereof). Any such certificate shall be delivered within ten days after request is made therefor.

21. **<u>Miscellaneous</u>**. In this Agreement, the singular shall include the plural, the singular in reference to one gender shall include the other and the neuter, as appropriate. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Agreement may be brought in Garfield County, Colorado.

22. **<u>Indemnity and Force Majeure</u>**. Lessee agrees to release, indemnify or hold harmless City's officers, agents and employees from and against any and all liabilities, losses, claims and judgments of any kind whatsoever, including all costs and attorneys' fees and expenses and set thereunto for any loss of or damage to any property or any injury to or death of any person arising out, of or claim to arise out of Lessee's use of the Premises. Lessor shall not be liable for failure to perform this Agreement or for any loss, injury or damage of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, pandemic, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:
CITY OF GLENWOOD SPRINGS,
A Municipal Corporation

____
City Manager

ATTEST:

____
City Clerk

LESSEE:
____

By:__________________________________

STATE OF COLORADO)
) ss.

COUNTY OF GARFIELD)

The foregoing instrument was subscribed and sworn to before me by ______________________________ (Lessee), on the ______ day of ______________ 20___

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _________________

____
Notary Public

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item: September 15, 2022 Council Minutes

Action Requested: September 15, 2022 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

MINUTES

CITY OF GLENWOOD SPRINGS

REGULAR CITY COUNCIL MEETING

SEPTEMBER 15, 2022

6:15 PM

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

REGULAR SESSION

Item 3. :00 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Willman, Councilor Dehm, Councilor Stepp, Councilor Kaup, Councilor Wussow, and Councilor Hershey. Also present were; Steve Boyd, Acting City Manager; Jenn Ooton, Asst. City Manager; Ryan Muse, City Clerk; Matt Langhorst, Director of Public Works; Yvette Gustad, Finance Director; Terri Partch, City Engineer; Brian Smith, Director of Parks and Rec; and Karl Hanlon, City Attorney.

Item 4. :00 Pledge of Allegiance

Mayor Godes led the Pledge of Allegiance.

Item 5. :00 Agenda Changes or Conflicts

No comments were made.

Item 7. :00 Consent Agenda

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

Ayes: Godes, Dehm, Kaup, Wussow, Stepp, Willman

Nays: Hershey

Motion passed 6-1.

Item 6. :00 Citizens Appearing Before Council

No citizen comments were made.

Item 8. :00 Community Broadband Update

Matt Langhorst, Public Works Director presented.

Comments were made by Mayor Pro-Tem Willman, Public Works Director Matt Langhorst, Councilor Dehm, Councilor Stepp, Mayor Godes, and Councilor Kaup.

Item 9. :15 Mind Springs

John Sheehan, Chief Executive Officer presented.

Comments were made by Councilor Hershey, Chief Executive Officer for Mind Springs Sheehan, Mayor Pro-Tem Willman, Councilor Wussow, Councilor Stepp, and Mayor Godes.

Elizabeth Tice, Chief Operating Officer, presented.

Comments were made by Mayor Godes, Chief Operating Officer of Mind Springs Tice, and Chief Executive Office for Mind Springs Sheehan.

Item 10. :48 Community Center Passes for Positive Influence on Minors

Comments were made by Mayor Pro-Tem Willman, and City Attorney Hanlon.

Brian Smith, Parks and Recreation Director presented. Comments were made by Mayor Pro-Tem Willman.

Comments were made by Councilor Stepp, Parks and Recreation Director Brian Smith, Councilor Kaup, Councilor Wussow, Mayor Pro-Tem Willman, and Mayor Godes.

Item 11. 1:09 Geogrid Easement for BLD Meadows Development

Hannah Klausman, Assistant Director of Community Development and Karl Hanlon, City Attorney presented

Comments were made by Councilor Stepp, City Attorney Hanlon, and Councilor Kaup.

1:13 Mayor Godes opened the item for public comment.

There was no public comment.

1:13 Mayor Godes closed the item for public comment.

1:13 There was a motion on the table. It was noted that the motion in the previous meeting's minutes, September 1, 2022, was incorrect. The correct motion on the table is as follows-

Mayor Godes moved, seconded by Councilor Stepp, the existing 15 units that was offered for a temporary period of 10 years be extended in perpetuity for the value exchange for the easement.

Comments were made by Councilor Dehm, City Attorney Karl Hanlon, Councilor Wussow, Mayor Godes, Mayor Pro-Tem Willman, and Attorney for BLD Chad Lee.

1:24 Mayor Godes opened the item for public comment.

There was no public comment.

1:24 Mayor Godes closed the item for public comment.

Comments were made by Mayor Pro-Tem Willman and Mayor Godes.

Ayes: Stepp, Dehm, Godes, Kaup, Hershey,

Nays: Wussow, Willman

Motion passed 5-2.

Item 12. 1:26 Council Comments

Comments were made by Mayor Pro-Tem Willman, Councilor Kaup, Councilor Stepp, Councilor Wussow, and Mayor Godes.

1:36 Councilor Kaup moved, seconded by Councilor Dehm, to authorize Mayor Godes to sign a letter of support on behalf of Council for a 20-year administrative withdraw from Thompson Divide that is being requested from Senators Bennett and Hickenlooper.

Comments were made by Mayor Pro-Tem Willman, Mayor Godes, and Councilor Wussow.

Ayes: Wussow, Stepp, Dehm, Godes, Kaup, Willman

Abstain: Hershey

Motion passed unanimously.

Item 13. 1:39 Report from City Administration

City Manager

No comments were made.

City Attorney

Comments were made by City Attorney Karl Hanlon.

1:41 Councilor Stepp moved, seconded by Councilor Kaup, to move forward and work with Bill Eubanks and his firm to do an Amicus Brief regarding the Unita Basin Railroad.

Councilor Stepp amended her motion to include a spending cap of $30,000.

Comments were made by Councilor Kaup, City Attorney Hanlon, and Mayor Pro-Tem Willman.

Ayes: Wussow, Stepp, Godes, Dehm, Kaup, Willman

Abstain: Hershey

Motion passed unanimously.

Correspondence Incoming/Outgoing

There were none.

Item 14. 1:44 Executive Session on City Manager Search

1:44 Councilor Hershey moved, seconded by Councilor Dehm, to go into an executive session pursuant to CRS 24-6-402(4)(f)(I) regarding personnel matters which no employee of the City of Glenwood Springs has requested be in an open meeting more specifically regarding the City Manager's search.

Motion passed unanimously.

Item 15. (Not Broadcast) Adjournment (When Executive Session Adjourns)

Not Broadcast - Councilor Hershey moved, seconded by Councilor Dehm, to adjourn when the executive session is complete.

Motion passed unanimously.

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item: September 21, 2022 Special Council Minutes

Action Requested: September 21, 2022 Special City Council Meeting Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

MINUTES

CITY OF GLENWOOD SPRINGS

SPECIAL CITY COUNCIL MEETING

SEPTEMBER 21, 2022

8:30 AM

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

REGULAR SESSION

Item 1. :00 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Willman, Councilor Dehm, Councilor Stepp, Councilor Kaup, Councilor Wussow, and Councilor Hershey. Also present were; Steve Boyd, Acting City Manager; Ryan Muse, City Clerk; Yvette Gustad, Finance Director; and Karl Hanlon, City Attorney.

Item 2. :00 Appoint City Manager

Comments were made by City Attorney Karl Hanlon.

:01 Councilor Hershey moved to appoint John Craig to City Manager and go into executive session to do so.

Motion dies for lack of a second.

:01 Councilor Hershey moved to appoint Jenn Ooton to City Manager and go into executive session to do so.

Motion dies for lack of a second.

:02 Councilor Kaup moved to go back out in our search for a long-term City Manager and keep Steve Boyd as acting City Manager.

Comments were made by City Attorney Karl Hanlon.

Motion is seconded by Mayor Pro-Tem Willman.

Ayes: Kaup, Wussow, Dehm, Stepp, Willman, Godes

Nays: Hershey

Comments were made by Mayor Pro-Tem Willman, Attorney Hanlon, Mayor Godes, Councilor Stepp, Councilor Kaup, Councilor Wussow, Councilor Dehm, and Councilor Hershey.

:10 Council gives direction to hold a special in-person meeting at 7:30am on Thursday, September 29th.

Comments were made by Mayor Godes, Councilor Hershey, and Councilor Kaup.

Item 3. :13 Adjournment

:13 Councilor Dehm moved, seconded by Mayor Pro-Tem Willman, to adjourn.

Motion passed unanimously.

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item: September 29, 2022 Special Council Minutes

Action Requested: September 29, 2022 Special City Council Meeting Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

MINUTES

CITY OF GLENWOOD SPRINGS

SPECIAL CITY COUNCIL MEETING

SEPTEMBER 29, 2022

7:30 AM

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

REGULAR SESSION

Item 1. :00 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Willman, Councilor Dehm, Councilor Stepp, Councilor Kaup, Councilor Wussow, and Councilor Hershey. Also present were; Steve Boyd, Acting City Manager and Karl Hanlon, City Attorney.

Item 2. :00 Executive Session on City Manager Search

:00 Councilor Hershey moved, seconded by Councilor Dehm, to go into an executive session pursuant to CRS 24-6-402(4)(f)(I) regarding personnel matters which no employee of the City of Glenwood Springs has requested be in an open meeting more specifically regarding the City Manager's search.

Motion passed unanimously.

Item 3. Direction Regarding City Manager Recruitment (If Needed)

Item was not discussed.

Item 4. (Not Broadcast) Adjournment (When Executive Session Adjourns)

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	Resolution 2022-36; Change the Start Time of October 20th Council Meeting
Action Requested:	Resolution to move the October 20, 2022 Council Meeting to start at 5pm.
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	On September 1, 2022, Councilor Hershey moved, seconded by Councilor Dehm, to move the start time of the October 20th meeting to 5pm. This is the adjoining Resolution.
Issues:	At this time the only agenda item is the 2023 budget public hearing.
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	Staff defers to Council.

RESOLUTION 2022 - 36

A RESOLUTION OF THE CITY COUNCIL OF GLENWOOD SPRINGS COLORADO, CHANGING THE START TIME OF THE SECOND REGULAR CITY COUNCIL MEETING IN OCTOBER 2022.

WHEREAS, the Municipal Charter provides for two (2) regular meetings each month to occur on the first and third Thursdays of the month; and

WHEREAS, Section 020.030.010(a) of the Municipal Code provides for canceling or rescheduling a regular meeting of City Council by resolution of City Council;

WHEREAS, the second regular meeting in October 2022 will occur on October 20, 2022;

WHEREAS, City Council desires to change the start time of the meeting scheduled for October 20, 2022 from 6:15 to 5:00 p.m.

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

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

Section 2. The start time for the regular meeting on October 20, 2022, is hereby changed to 5:00 p.m. to allow City Council to participate in the Colorado Association of Ski Towns dinner being held in Glenwood Springs and scheduled for later in the evening on October 20, 2022.

INTRODUCED, READ, AND PASSED THIS 6TH DAY OF OCTOBER 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

____
Jonathan Godes

____
Ryan Muse, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	Ordinance 2022-22; Enabling Legislation for New Ballot Measure (Second Reading)
Action Requested:	Approval of Accommodations Tax Increase Enabling Ordinance.
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	Council voted to put a 2.5% increase in the Accommodations Tax on the November ballot. When a tax passes, there is a corresponding enabling ordinance that defines how the funds can be spent. Based on the September 1st Council work session, minor changes have been made to the ordinance for clarity. No substantive changes on second reading.
Issues:	NA
Fiscal Impact:	This will set parameters around how Council can appropriate these funds.
Legal Review:	Legal drafted the Ordinance.
Staff Recommendation:	Staff defers to Council.

ORDINANCE NO. 22

Series of 2022

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 040 OF THE GLENWOOD SPRINGS MUNICIPAL CODE TO PROVIDE FOR THE IMPLEMENTATION OF PROPOSED TAXING MEASURES REFERRED TO THE CITY'S ELECTORS.

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, 11.1 of the Charter provides for the levy of new taxes for municipal purposes; and

WHEREAS, Article X, Section 20 of the Colorado Constitution requires that any new tax be submitted to the electors of the district proposing the levy; and

WHEREAS, By Resolution No. 2022-34, the Glenwood Springs City Council (the "City Council") referred to the City's electorate ballot questions to levy a new tax of 5% on the cost of on the cost of accommodations.

WHEREAS, the City Council finds and declares that the adoption of a new article of Title 040 of the Glenwood Springs Municipal Code (the "Code") set forth in **Exhibit A**, hereto and incorporated herein by this reference, to implement the will of the City's electors by providing for the levy of such taxes in the event that the electors approve, is in the best interests of the City.

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

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

Section 2. **Amendment of Article 040.010**. Article 040.010 of the Glenwood Springs Municipal Code is hereby amended by the adoption of a new article as set forth in **Exhibit A** attached hereto.

Section 3. **Ratification of Municipal Code**. With the exception of the provisions of the Municipal Code of the City of Glenwood Springs which are modified as provided herein, all remaining provisions of the Municipal Code of the City of Glenwood Springs shall remain in full force and effect.

Section 4. **Approval of Ballot Issues**. If a majority of the votes cast on any or all of the ballot issues submitted at the election shall be in favor of such ballot issues, the City acting through the City Council shall be authorized to proceed with the necessary actions in accordance with the ballot issue or ballot issues which have been so approved.

Section 5. **Effective Date**. Upon passage of this Ordinance, the provisions hereof shall be effective ten days following the date of second publication; provided however, subject to the approval of Ballot Issue ___ at the election to be held on November 8, 2022, the provisions of Section 2 of this Ordinance shall become effective on January 1, 2023.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS ____ DAY OF SEPTEMBER 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS ____ DAY OF ____________ 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Ryan Muse, City Clerk

Exhibit A

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

040.010.030 - Amount of sales and use tax levied.

(a) *Sales tax.* There is hereby imposed upon all sales of commodities and services specified in Article 040.020 a three and seventy one-hundredths (3.70) percent sales tax in accordance with schedules set forth in the Rules and Regulations of the Department of Revenue of the State of Colorado. There is hereby imposed an accommodations tax of ~~two and one-half (2.5)~~ five (5) percent upon the rent paid or charged for accommodations as defined in Article 040.010.010 provided by a vendor to a purchaser at a taxable premises.

****

040.010.040 - Purpose of tax; use of proceeds.

****

(c) *Accommodations tax.*

(1) *Receipts; disposition*. All of the current two- and one-half percent (2.5%) accommodations tax monies previously approved by the voters collected or remitted shall be credited to the separate Tourism Promotion Fund (as described in Paragraph 2 below), and shall be kept separate and distinct from the General Fund or any other separate funds maintained by the City.

****

(i) *Additional accommodations tax.*

(1) *Receipts; disposition*. All of the two- and one-half percent additional accommodations tax monies approved by the voters on November 8, 2022 collected or remitted shall be credited to the separate Work Force Housing Fund (as described in Paragraph 2 below), and shall be kept separate and distinct from the General Fund or any other separate funds maintained by the City.

(2) *Work Force Housing Fund; creation, nature, purpose*.

a. There is hereby created a special separate fund to be known as the Work Force Housing Fund. Said Fund shall be separate and distinct from any other funds or accounts used or maintained by the City for any other purposes. The monies of said fund shall be expended only for the purposes set forth herein and no other, and shall be expended as provided for herein.

b. The Fund shall consist of:

1. All monies deposited or transferred thereto in accordance with Paragraph (1) above;

2. Contributions of money, property or services received for use in carrying out the purposes of the Fund from any state, state agency, county, municipality, federal agency, person, corporation or association; and

3. All monies otherwise made available to the Fund from whatever source.

c. Any monies not appropriated shall remain in the Fund and shall not be transferred to or revert to the General Fund of the City at the end of any fiscal year. Any interest earned on the investment or deposit of monies of the Fund shall also remain in the Fund and shall not be credited to the General Fund of the City.

d. All appropriation of monies of the fund shall be made by the City Council. The Workforce Housing Fund Advisory Board ~~Commission~~ may make recommendations to City Council pertaining to expenditures of the fund. All expenditures shall be subject to an annual audit and such audit will be publicly available on the City's website.

e. The monies of the Fund may be budgeted, appropriated and expended for the benefit of the Glenwood Springs workforce ~~only~~ for the following purposes:

1. Property Acquisition, including land banking, rehabilitation of existing buildings, hotel or motel conversions, maintaining mobile home parks and other expenses related to maintaining other existing workforce housing.
2. Forming partnerships with private, nonprofit and other public entities to develop workforce housing, including filling financing gaps and leveraging additional resources to create affordable workforce housing.
3. Buy-downs and incentives, including using funds to defray the cost of existing housing stock for the purpose of affordable workforce housing.
4. Down Payment Assistance, including providing a secondary loan to help potential home buyers enter the homeownership market.

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	Proclamation for Arbor Day
Action Requested:	Proclaim October 20, 2022, Arbor Day.
Department:	City Administration
Presented By:	Ryan Muse
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life Preserve and Improve Infrastructure
Background Info:	Glenwood Springs is recognized as a Tree City.
Issues:	N/A
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	N/A

Proclamation

of the City Council

ARBOR DAY

OCTOBER 20, 2022

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, without trees, an apple would never have fallen on Isaac Newtons head and we would not have the concept of gravity; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, beautifies our community, and are a source of joy and spiritual renewal; and

WHEREAS, once again, Glenwood Springs has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Jonathan Godes, Mayor of the City of Glenwood Springs, Colorado, do hereby proclaim **October 20, 2022**, as **ARBOR DAY** in the City of Glenwood Springs. I urge all citizens to support efforts to care for our trees and woodlands, to support our City's community forestry program, and to plant trees to gladden the hearts and promote the well-being of present and future generations.

Given under my hand and official seal of the City of Glenwood Springs, in the State of Colorado, this 6th day of October, 2022.

Jonathan Godes, Mayor
City of Glenwood Springs

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item: Appointment of New Planning and Zoning Commissioner

Action Requested: Appoint vacant seat on the Planning and Zoning Commission

Department: Economic and Community Development

Presented By: Hannah Klausman

Strategic Goals: Provide Efficient and Responsive City Government

Background Info:

Vacancies

The Planning and Zoning Commission has an open seat as of September 29, 2022 with the departure of James Hardcastle. James Woodrow Hardcastle Jr was appointed to the Planning and Zoning Commission as an alternate in February, 2022 and subsequently appointed to fill a full seat in April of 2022. James' term expires February of 2023.

Applicants

The Commission currently has two alternates, Mitchell Weimer appointed in February of 2022, and April Davey appointed in April of 2022. Both have expressed interest in filling the regular seat.

Planning and Zoning Commission Recommendation

George Shaver, Chair of the Planning and Zoning Commission, gave the following recommendation:
I have been impressed with both candidates. I don't think there is a bad choice. In the few meetings when either of the two have sat on the Dias with me, I have found them both to be informed and prepared to address the items at hand. Both have come forward to engage in the conversation and offer insights.

I think the choice might come down to experience, which would favor Mitchell or bringing the youth demographic to the commission, favoring April.
In recent history, there has been a succession to the commission based on the timing of appointment to the alternate position. This would obviously favor Mitchell. But as stated before, there is not a bad choice.

Composition of the Planning and Zoning Commission

Seven (7) citizens who are residents of the City.

Term Information

Appointments for the Planning Commission expire the day before the first regular meeting of the City Council in February, according to the Municipal Code. Because both alternates were recently interviewed by City Council, neither was scheduled for an additional interview in this cycle. According to the Municipal Code, appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Council may appoint up to three alternate members of a board or commission.

Issues: N/A

Fiscal Impact: N/A

Legal Review: N/A

Staff Recommendation: Staff supports either candidate selected by Council.

020.020.020 Composition of boards and commissions.

The membership of boards and commissions shall be composed of the following persons:

(1) *Local Liquor Licensing Authority.*

a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with our without cause by a majority vote of the City Council.

(2) *Airport Board.*

a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

(3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.

(4) Finance Advisory Board:

a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.

(5) *Parks and Recreation Commission.*

a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

b. Reserved.

c. Reserved.

d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

(6) *Planning and Zoning Commission.*

a. Seven (7) citizens who are residents of the City.

(7) *River Commission.*

a. Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

(8) *Victim's and Witnesses Assistance and Law Enforcement Board.*

a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

b. Reserved.

c. The Chief of Police as an advisory member, but a nonvoting member of the Board.

(9) *Transportation Commission.*

a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

(10) Reserved.

(11) *Glenwood Springs Housing Commission.*

a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.

(12) *Historic Preservation Commission.*

a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

(13) *Tourism Promotion Board.*

a. Two (2) representatives from the tourism related businesses located within the City;

b. Two (2) representatives from the lodging businesses located within the City;

c. One (1) representative from the restaurant or retail businesses located within the City;

d. One (1) representative from the Glenwood Springs Chamber Resort Association; and

e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.

(14) *Arts and Culture Board.*

a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.

(15) Council and Staff Participation on Boards and Commissions:

a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.

b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

(Code 1971 §§ 2-61, 4-75, 4-230, 15-2; 26-84 § 1; 19-89 § 1; 12-90 § 1; 54-90 § 1; 29-91 § 1; 10-93 § 1; 29-93 § 1; 7-94 § 1; 23-94 § 1; 10-95 § 1; 19-95 §§ 1, 2; 40-95 § 1; 28-97 § 1; 29-97 § 1; 1-01 § 1; 61-01 § 2; 14-03 § 1 ; 9-04 § 1; 20-05 § 2; 7-06 § 2; 13-06, § 2; 10-07 § 2; 6-08 § 2; 12-09 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 2-2016 , § 2(Exh. A), 2-4-2016; Ord. No. 16-2017 , § 3, 8-17-2017; Ord. No. 2-2018 , § 2, 1-18-2018; Ord. No. 6-2018 , § 2, 3-1-2018; Ord. No. 21-2018 , § 2, 9-20-2018; Ord. No. 2-2021 , § 2(Exh. A), 4-15-2021)

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor Licensing Authority.*

(1) *Powers and duties of local liquor licensing authority.* The Local Liquor Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.

(2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § 12-46-106.5, as amended, and temporary permits for any class of liquor license as authorized by C.R.S. § 12-47-106.5, as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.

(3) *Wine tastings.* The Local Liquor Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § 12-47-301 with the following conditions: (a) All requirements of C.R.S. § 12-47-301 have been met; and (b) Payment of an annual application fee of one hundred dollars ($100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.

(4) *Rules, policies and procedures.* The Local Liquor Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.

(5) *Report to city council.* The Local Liquor Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.

(6) *Appeal to city council.* Any decision of the Local Liquor Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the Local Liquor Licensing Authority. In any event, the City Council shall direct the Local Liquor Licensing Authority to take a particular action. The Local Liquor Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.

(7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

(b) *Powers and Duties of Airport Board.* The powers and duties of the Airport Board shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Board by the City Council; and such Board may investigate, study and report to the City Council on such other matters concerning the Municipal Airport as the Board may deem for the best interests of the City.

(c) *Powers and Duties of Building Board of Appeals.* The powers and duties of the Building Board of Appeals shall be to hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.

(d) *Powers and Duties of Finance Advisory Board.* The Finance Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Finance Advisory Board shall be binding upon the City or anyone acting on its behalf.

(e) *Powers and duties of Parks and Recreation Commission.* The powers and duties of the Parks and Recreation Commission shall be:

(1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.

(2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.

(3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.

(4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.

(5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.

(6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.

(7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.

(8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.

(9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(f) *Powers and duties of Planning and Zoning Commission.* The powers and duties of the Planning and Zoning Commission shall be:

(1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.

(2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

(3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.

(4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.

(5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:

a. *Review of administrative decisions.* To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.

b. *Variances.* To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.

(6) To perform such other functions as required by the provisions of Title 070.

(7) To service as the Building Board of Appeals.

(g) *Powers and duties of River Commission.* The powers and duties of the River Commission shall be:

(1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.

(2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.

(3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.

(4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.

(5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.

(6) To appoint subcommittees as necessary to carry out the foregoing functions.

(7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.

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

(h) *Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.*

(1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.

(2) A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created.

(3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.

(4) The Board shall disburse monies from the Fund in the following manner:

a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.

b. Second, not less than fifty (50) percent of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims (and witnesses) services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.

c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.

(5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:

a. Provision of services for early crisis intervention;

b. Assistance in prompt return of victims' property;

c. Assistance to victims and witnesses in arranging transportation to and from court;

d. Provision of translator services;

e. Protection from threats of harm and other forms of intimidation;

f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and

g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars ($500.00). Victims' recovery due to property damage shall not exceed five hundred dollars ($500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars ($25.00).

(6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.

(7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.

(i) *Powers and duties of Transportation Commission.* The powers and duties of the Transportation Commission shall be:

(1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.

(2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.

(3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.

(4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.

(5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.

(6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.

(j) Reserved.

(k) *Powers and duties of Glenwood Springs Housing Commission.* The powers and duties of the Housing Commission shall be:

(1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).

(2) To assist City Council in defining the nature and scope of housing opportunities in the City.

(3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.

(4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.

(5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.

(6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.

(l) *Powers and duties of Historic Preservation Commission.* The powers and duties of the Historic Preservation Commission shall be:

(1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.

(2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.

(3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.

(4) To provide educational opportunities to increase public appreciation of the City's unique heritage.

(5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.

(m) *Powers and duties of Tourism Promotion Board.* The powers and duties of the Tourism Promotion Board shall be:

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

a. All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code; and

b. Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

(2) To coordinate with City staff, community organizations, community businesses, and other boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

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

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

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

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

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

(n) *Powers and duties of Arts and Culture Board.* The powers and duties of the Arts and Culture Board shall be:

(1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.

(2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.

(3) To provide opportunities for cultural and art experience and education for children and adults.

(4) To promote increased interaction and collaboration among artists, art-related organizations, and opportunities for growth and exposure.

(5) To promote knowledge and appreciation for cultural forms of artistic expression.

(6) To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.

(7) To advise and consult with local arts groups as requested by such groups or by the City Council.

(Code 1971 §§ 2-64.1, 2-2, 2-65[a], [b], 2-65.1, 4-78, 4-232, 4-155, 15-2; 26-84 § 3; 19-89 § 3; 12-90 § 1; 54-90 § 3; 39-91 § 3; 10-93 § 2; 29-93 § 3; 7-94 § 3; 17-94 § 1; 23-94 § 3; 10-95 § 3; 11-95; 19-95 § 3; 46-95 § 1; 55-95 § 1; 28-97 § 3; 29-97 § 5; 32-97 § 1; 42-00 § 1; 61-01 § 3, 4, 5; 61-02 § 4; 9-04 § 1; 20-04, § 1; 33-05, § 2; 7-06 § 3; 13-06, § 2; 6-08 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 16-2017 , § 4, 8-17-2017; Ord. No. 2-2018 , § 3, 1-18-2018; Ord. No. 6-2018 , § 3, 3-1-2018; Ord. No. 21-2018 , § 3, 9-20-2018; Ord. No. 2-2021 , § 2(Exh. A), 4-15-2021)

020.020.040 Appointment, removal, term and vacancies of boards and commissions.

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

(1) February:

Planning and Zoning Commission;

Finance Advisory Board;

Tourism Promotion Board;

Building Board of Appeals.

(2) March:

Transportation Commission;

Arts and Culture Board;

Parks and Recreation Commission;

Airport Board;

River Commission.

(3) April:

Local Liquor Licensing Authority;

Victim's Witnesses Assistance and Law Enforcement Board;

Historic Preservation Commission;

Glenwood Springs Housing Commission.

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

(c) *Limit to term of members.* No board member shall serve more than two (2) successive terms on the same board or commission.

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

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

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018; Ord. No. 29-2020 , § 2, 1-7-2021)

Respondent

15 | Anonymous

13:02
Time to complete

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Please note that appointments can be for either a regular seat or an alternate seat.

Composition of the Planning and Zoning Commission:
(as defined in Title 020 of the Glenwood Springs Municipal Code)
a. Seven (7) citizens who are residents of the City.

Personal Information

1. Membership Qualifications *

Are you a resident of Glenwood Springs within city limits? You must be a resident within city limits to qualify.

- (•) Yes
- ( ) No

2. Name *

April Davey

3. Home Address *

4251 Culver Circle, Glenwood Springs, Colorado 81601

4. Mailing Address *

4251 Culver Circle, Glenwood Springs, Colorado 81601

5. Home Phone *

970-366-1338

6. Work Phone *

970-366-1338

7. Mobile Phone *

970-366-1338

8. Email Address *

aprildavey@icloud.com

9. Occupation *

Student/Executive Administrative Assistant

Personal and Professional Interests

10. Why are you interested in serving on the Planning and Zoning Commission? *

I am interested in serving on the Planning and Zoning Commission because I am interested in sustainable community planning as a whole. I am a student in the Sustainability Studies program at CMC, slated to graduate in May of 2022.

11. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

Mostly I view my role as that of an observer and outside perspective. I do not have any formal experience in planning and zoning, but am interested in learning more about how Glenwood Springs navigates those challenges.

12. What experience have you had in the land use approval process? *

I do not have experience in the land use approval process.

13. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

My interest lies in just seeing how planning and zoning works as a whole, and I live in Glenwood Springs and am passionate about our local community. I am currently working on a capstone research project for my degree in which I am analysing non-traditional concepts and voices as they related to community planning (such as climate action, immigrant community inclusion, and Indigenous community inclusion), so I have interest in that as well.

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

As someone who has worked in settings where I've had to manage certain projects and different stakeholders, this is an issue I come across all the time! One of the most important things I've learned in scenarios like these is to assume that everyone involved has similarly good intentions for the outcome of a specific project. This way, we can maintain a certain level of respect and communicate clearly with one another, knowing that at the end of the day we all want the same thing.

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

Absolutely. And I think this aspect of being involved in local city planning and zoning is part of the reason this feels like such a great learning opportunity.

16. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

I believe that I will be able to serve the planning and zoning committee well with this time commitment. As a student in their final semester of college, there are a couple of weeks in the months of April and May that are quite busy with presentations, graduations, etc. Aside from that, I should be good to go.

17. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

Yes, I am aware of and understand the quasi-judicial function of the Planning and Zoning commission.

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

I am an executive administrative assistant for the Dean and Vice President of a college campus, so I am well aware of the inner-workings of various boards and committees. I have steered several committees myself, and have excellent foundational experience taking notes, contacting stakeholders, and setting up various meetings.

19. Please enter today's date. *

3/1/2022

20. Have you served on the Planning and Zoning Commission before? *

- (selected) No
- Yes

Powers and Duties of the Planning and Zoning Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code)

f. Powers and Duties
The powers and duties of the Planning and Zoning Commission shall be:
(1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
(2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
(3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
(4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
(5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:

- a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
- b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.

(6) To perform such other functions as required by the provisions of Title 070.
(7) To service as the Building Board of Appeals.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

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

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

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

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

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

Respondent

14 | Anonymous

13:37
Time to complete

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Composition of the Planning and Zoning Commission:
(as defined in Title 020 of the Glenwood Springs Municipal Code)
a. Seven (7) citizens who are residents of the City.

Personal Information

1. Membership Qualifications *

Are you a resident of Glenwood Springs within city limits? You must be a resident within city limits to qualify.

- (•) Yes
- ( ) No

2. Name *

Mitchell Weimer

3. Home Address *

121 Polo Road

4. Mailing Address *

121 Polo Road

5. Home Phone *

202-215-1576

6. Work Phone *

202-215-1576

7. Mobile Phone *

202-215-1576

8. Email Address *

mitchell.weimer@gmail.com

9. Occupation *

Business Strategy Consultant (Director) with PricewaterhouseCoopers

Personal and Professional Interests

10. Why are you interested in serving on the Planning and Zoning Commission? *

Growth in the valley is inevitable - this is an incredible place to live, and we will only continue to attract people interested in living and working here. The GWS community has the opportunity to smartly embrace that growth, but it also has the responsibility to properly and sustainably manage it. Having lived in areas of the country where people are leaving, planning for smart growth is a wonderful challenge to face, and I would look forward to participating in that planning.

11. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

I am a small-town Colorado native who left the state after college and have since lived abroad and along both coasts. I've seen wonderful things happen to communities - as well as long-term mistakes made. To the Commission's planning and advisory efforts, I offer my Colorado roots and wide perspective to guide the Council toward smart, creative, common-sense planning decisions with the aim of benefitting current and future residents and businesses. As to the more routine application reviews and hearings, my role is to understand and apply the city's plans, policies, and code in an equitable manner.

12. What experience have you had in the land use approval process? *

My first experience was while living in Jersey City, New Jersey, working with the city on approvals, variances, historical protections, and various certificates. Currently - and locally - I am working with the Town of Silt to annex and zone ~20 acres of riverfront. I've had to study Silt's Master Plan, understand their Municipal Code, the parcel's current status, and the process to submit an Annexation and Development Agreement, Planned Unit Development documents, Sketch Plan Applications, and Master Subdivision Applications - as well as coordinate with FEMA, CDOT, and others. I've also become well versed with OEDIT grants, Opportunity Zone funding, and the like. It's been a learning process, but I've enjoyed working through it, and I know it's given me a great perspective and set of experiences to bring to the Commission.

13. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

Our responsibility to grow smartly means serving both current and future residents, bringing creative thinking and broad experience to the table, considering a decision's full range of implications well into the future, and partnering with the town's Council and other committees to allow GWS the energy, vibrancy, beauty, and sense of community it deserves. I'm particularly interested in helping shape our downtown core and riverfront but believe that every corner of the city deserves equal attention.

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

I was an Army officer for 5 years, and have been a corporate leader/executive for almost 20. I've had to make decisions that left some people unhappy, such as policy decisions and promotions selections. And I've had to make decisions that left many people unhappy, such as headcount reductions, budget decisions, and strategic directions. The worst scenario is an unpopular decision that cannot be defended. You must apply clear, critical thinking; ground yourself in a consistent decision-making framework; and demonstrate empathy, respect, and honesty. In this way, all decisions (especially the unpopular ones) become defensible, and those who disagree can at least understand why it was made.

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

Of course. The city's goals, policies, plans, and Code are in themselves equitable. My role would be to ensure they are in turn equitably applied in the commission's decisions and planning.

16. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

I do not have any existing time commitments that would hamper my ability to serve.

17. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

I understand that occasionally the commission must act in a quasi-judicial function. In this capacity, it acts more as a court, applying existing standards and ordinances to the facts presented by the parties. When in this capacity, it is even more critical to properly engage with the public, demonstrate transparency, respect, and fairness, and consistently adhere to established frameworks.

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

I've participated on numerous boards and committees over the years, whether a community-based committee or professional board. My common approach has been to show up prepared, be fully dedicated, recognize what I bring to the table, and strive to work in partnership with the rest of the group.

19. Please enter today's date. *

12/28/2021

20. Have you served on the Planning and Zoning Commission before? *

- (●) No
- ( ) Yes

Powers and Duties of the Planning and Zoning Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code)

f. Powers and Duties
The powers and duties of the Planning and Zoning Commission shall be:
(1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
(2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
(3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
(4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
(5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:

- a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.

- b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.

(6) To perform such other functions as required by the provisions of Title 070.
(7) To service as the Building Board of Appeals.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

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

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

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

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

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

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item: 2023 Budget Submittal

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd

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

Background Info: The proposed 2023 budget will be submitted for consideration by Council at this time. There will be a public hearing in Council Chambers on October 20 at 5:00 pm and Council will vote to approve the budget on November 3rd.

Issues: This is the official submittal of the draft budget for 2023.

Fiscal Impact: Total budget appropriation in 2023 is roughly $100 million

Legal Review: NA

Staff Recommendation: NA

Karp Neu Hanlon PC
ATTORNEYS AT LAW
www.mountainlawfirm.com

Glenwood Springs – Main Office	*Aspen*	*Montrose*	
201 14th Street, Suite 200	0133 Prospector Rd.	1544 Oxbow Drive	Office: 970.945.2261
P. O. Drawer 2030	Suite 4102J	Suite 224	Fax: 970.945.7336
Glenwood Springs, CO 81602	Aspen, CO 81611	Montrose, CO 81402	***Direct Mail to Glenwood Springs***

DATE: September 28, 2022

TO: Glenwood Springs Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Ordinance No. 23, Series 2022 – Municipal Court Updates

The Municipal Court Judge, Prosecutor, and Clerk have requested certain updates to the City Code to reflect some changes in state law, Chief Justice Orders, and local practice. The issues being addressed include:

- General Penalty increase from $1,000 to the statutory maximum of $2,650
- Reduction of jail time for contempt of court as required by state law
- Compensation of defense counsel for indigent defendants
- Jury fees
- Detoxification surcharge (which may be programmed toward the County Detox program)

ORDINANCE NO. 23

Series of 2022

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING TITLES 010 AND 030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, pursuant to its home rule authority, the City, acting through its City Council (the "Council"), is authorized to adopt ordinances amending the Municipal Code; and;

WHEREAS, by Sec. 8.4 of the Charter there is established a Municipal Court (the "Court") to hear cases arising from violations of the Charter and Code; and

WHEREAS, Article 030.030 of the Code sets forth the rules governing the administration of the Court; and

WHEREAS, Article 010.020 provides for a general penalty for violations of the Code and for penalties for contempt of court; and

WHEREAS, from time to time the Court Administration proposes amendments to the Code to conform with state law, court orders, and practice withing the courts; and

WHEREAS, the City Council finds and declares that the amendments to Titles 010 and 030, are in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AS FOLLOWS:

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

Section 2. Article 030.030 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

Section 3. Article 010.020 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit B** attached hereto.

Section 4. Any ordinances or resolutions or parts thereof, which are in conflict with this ordinance, are hereby repealed to the extent of such conflict only.

Section 5. With the exception of the provisions of the Municipal Code of the City of Glenwood Springs which are modified as provided herein, all remaining provisions of the Municipal Code of the City of Glenwood Springs shall remain in full force and effect.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS _____ DAY OF __________ 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS ______ DAY OF __________ 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Ryan Muse, City Clerk

EXHIBIT A

The following section of the Municipal Code is amended as follows with double underlined text added and strike through text deleted.

ARTICLE 030.030 MUNICIPAL COURT

* * *

030.030.050 Appointment of counsel.

(a) *Appointment*. The Municipal Judge shall have the authority to appoint an attorney for indigent defendants in accordance with the United States and Colorado Constitutions. Before such appointment, the Municipal Judge shall make a finding of indigence in accordance with standards established by the Colorado Supreme Court for appointment of the public defender.

(b) *Fees*. Each attorney appointed by the Municipal Judge to represent an indigent defendant shall be entitled to fees in accordance with the ~~following schedule:~~ Colorado Supreme Court Chief Justice Directive 04-05 concerning court-appointed counsel, as may be amended from time to time.

~~(1) Seventy five dollars($75.00) per hour for court appointed attorneys; maximum two thousand five hundred dollars ($2,500.00) for trial, one thousand two hundred fifty dollars ($1,250.00) for non-trial.~~

~~(2) Thirty dollars ($30.00) per hour for paralegal/legal assistants (this amount will be included in the maximum amount for the attorneys).~~

(c) *Partial indigence*. In the event the Municipal Judge determines a defendant to be partially indigent, he/she may, at his/her discretion, appoint an attorney for that defendant. As a condition of such appointment, the Court may require the defendant to repay all, or part of, the attorney's fees incurred to represent such defendant. Such repayment may also be required of a defendant who becomes no longer indigent during the course of the proceedings. Such repayment may be charged regardless of whether or not the defendant is convicted of the charges for which the appointment is made.

* * *

030.030.070 Imposition of court costs.

The Municipal Judge is empowered, in his/her discretion, to assess the following costs against any defendant who is found guilty of violating any provision of this Code or any of the ordinances of the City, or against any defendant who is granted a deferred prosecution or deferred sentence:

(1) *Court costs.* Court costs for ordinance violations shall be established annually by City Council resolution and may be assessed against every defendant who is found guilty or who has pled guilty or no contest to any ordinance or Charter violation.

(2) *Victim's and witnesses assistance.* A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, shall be levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest, or in a deferred judgment and sentence. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharge shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the Victim's and Witnesses Assistance Fund. Disbursement of funds shall be in accordance with the guidelines set forth in Subsection 020.020.030(h)

(3) *Jury fee.* Six dollars ($6.00) per day for actual jury service or three dollars ($3.00) per day of service on the jury panel alone, plus mileage at the current IRS reimbursement rate ~~of fifteen cents ($0.15)~~ per mile for each mile actually and necessarily traveled from the juror's residence to the Court~~,~~. A defendant shall pay a twenty-five dollar ($25.00) fee to the court to request a jury trial ~~but in any event not less than the twenty-five-dollar fee to be paid to the Court~~ pursuant to the Municipal Court Rules of Procedure.

(4) *Bench warrant fee.* Court costs shall be established annually by City Council resolution per warrant issued plus any costs incurred for transporting the defendant from his/her place of arrest to the City.

(5) *Probationary or other services.* Actual costs incurred either by the City or the defendant for probationary or treatment services for the defendant or useful public service by the defendant as such may be ordered by the Court.

(6) *Letter fee.* Court costs shall be established annually by City Council resolution per regular letter or certified letter for any letter sent to a defendant where the defendant has failed to respond to a written notice of Court or a summons. Such letter fee shall not limit the Court's ability to fine or sentence a defendant for contempt for such failure to respond.

(7) *Jail costs.* Actual per day cost charged to the City for each day a defendant is sent to jail, plus any fees charged to the City for services of the Bond Commissioner for such defendant.

(8) *Other state-mandated costs.* Any and all costs mandated by the State of Colorado from time to time.

(9) *Detoxification surcharge.* In addition to any other surcharges, fees or fines, a surcharge equal to ten (10) percent of the fine imposed for violation of all alcohol- and/or drug-related municipal ordinances shall be levied on each such action resulting in a conviction, plea of guilty or no contest~~, or in a deferred judgment and sentence~~. The surcharge shall also be levied on all actions resulting in a conviction, plea of guilty or no contest~~, or in a deferred judgment and sentence~~ in actions in which alcohol and/or drugs were factors contributing to the violation, whether such violation is alcohol- and/or drug-related itself. All calculated surcharge amounts shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed on the original fine. The surcharge shall be paid to the Clerk of the Court by the defendant and shall then be deposited in a fund used to offset the costs to the City for detoxification services.

EXHIBIT B

The following section of the Municipal Code is amended as follows with double underlined text added and strike through text deleted.

010.020.080 General penalty for violations of Code, continuing violations.

Unless otherwise specifically provided, any person eighteen (18) years of age or older violating any provision of this Code by performing an act prohibited or declared to be unlawful by this Code or by failing to perform an act required by or otherwise made mandatory by this Code shall be punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) ~~one thousand dollars ($1,000.00)~~ or by incarceration not to exceed three hundred sixty-four (364) days or by both such fine and incarceration. Any person under eighteen (18) years of age convicted of violating any provision of this Code~~, except the provisions of the Model Traffic Code as adopted in Title 120,~~ may be punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) ~~one thousand dollars ($1,000.00)~~ or confined in a juvenile detention facility operated or contracted by the department of human services or a temporary holding facility operated by or under contract with a municipal government not to exceed three hundred sixty-four (364) days or by both such fine and detention. ~~Any person under the age of eighteen (18) years convicted of violating any provision of the Model Traffic Code as adopted in Title 120 may be punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) one thousand dollars ($1,000.00) or by incarceration not to exceed three hundred sixty-four (364) days, or by both such fine and incarceration.~~ Each person violating any provision of this Code shall be guilty of a separate offense for each and every day during any portion of which any violation of this Code is committed, continued or permitted by such person, and he/she shall be punished accordingly.

010.020.081 Contempt of Court.

Any person eighteen (18) years of age or older found in contempt of court by failing to perform an act required by or otherwise made mandatory by this Code or the Municipal Court shall be punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) ~~one thousand dollars ($1,000.00)~~ or by incarceration not to exceed three hundred sixty-four (364) days or by both such fine and incarceration. Any person under eighteen (18) years of age found in contempt of court by failing to perform an act required by or otherwise mandatory by this Code or Municipal Court, may be punished by a fine of not more than two thousand six hundred fifty dollars ($2,650.00) ~~one thousand dollars ($1,000.00)~~ and juvenile detention not to exceed ~~ten (10) days~~forty-eight (48) hours.

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item: Habitat for Humanity Agreements

Action Requested: Consideration of a draft deed restriction agreement and memorandum of understanding between the City of Glenwood Springs and Habitat for Humanity Roaring Fork Valley incorporating the following specific policy decisions:

Action Item 1
Consideration of Area Median Income range qualification of 80% for a four-person household.

Action Item 2
Consideration of requiring employment criteria for homeowner qualifications.

Action Item 3
Consideration of waiving system improvement and building permit fees as outlined in exchange for priority units for City of Glenwood Springs employees.

Action Item 4
Consideration of limiting external business priority units to 2 per project.

Department: Economic and Community Development

Presented By: Hannah Klausman, Karl Hanlon

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: On May 5, 2022, City Council approved moving forward with Habitat for Humanity of the Roaring Fork as an affordable housing developer for two City-owned parcels of land. On June 2, 2022, at a work session, Council discussed specific deed restriction language for the agreement between the City and Habitat for Humanity. These details included maximum income levels for qualified applicants, geographic employment and residency timeline requirements, as well as the possibility of priority units for City of Glenwood Springs Employees. Habitat for Humanity Roaring Fork has submitted draft agreement documents for consideration of City Council which are attached to this report.

Staff has incorporated Council discussion items into a draft deed restriction form attached to this report for Council review and approval.

Habitat for Humanity is preparing for public design charrettes for October that will inform project components. Those will be noticed to neighborhoods and be open for public participation. Habitat held similar charrettes for Wapiti Commons in Rifle Colorado and had success with public participation and community buy in.

Issues: Key points from Council Discussion
Area Median Income Target: Council preference is to achieve 70%-100% Area Median Income levels for sale prices.
Habitat Roaring Fork utilizes a deed restriction that uses the 4-person household 80% Area Median Income as their base limit. Staff recommends utilizing the same income limit base which would translate into single member applicants effectively qualifying up to 110% area median income, and two and three member households qualifying up to 100% area median income levels. This is illustrated in the table below and included in the draft deed restriction.

Area Median Income	1 Person	2 Person	3 Person	4 Person
120%	$79,200	$90,480	$101,760	$113,040
110%	$72,600	$82,940	$93,280	$103,620

100%	$66,000	$75,400	$84,800	$94,200
90%	$59,400	$67,860	$76,320	$84,780
80%	$52,800	$60,320	$67,840	$75,360
70%	$46,200	$52,780	$59,360	$65,940

Habitat has indicated an estimate sale price of $250,000 for the condo units and $325,000 for the townhome units. According to Colorado Housing and Finance Authority's mortgage affordability calculator, an income of approximately $60,000 would be necessary to afford a $250,000 home and an income of $80,000 would be necessary to afford a $325,000 home. The $75,000 income level is highlighted on the table above to illustrate the corresponding area median income by household size. Habitat for Humanity partners with funding agencies that offer USDA loans with 3.5% interest rates and zero down payments. These assumptions were used to calculate affordability.

Employment area: City Boundary

Council illustrated a preference for the geographic employment area to be limited to the municipal boundaries of Glenwood Springs. Habitat has included language in the attached memorandum of understanding and deed restriction for a priority of employment within Glenwood Springs. This comes with the understanding that if enough applicants are not received, that boundary would be expanded. Staff recommends expanding this to the first two priority employment areas included in the City's inclusionary zoning standards. The first priority area would be the City boundary, with a second priority area of the 81601 zip code if not enough applicants were received from the first priority category. The 81601 zip code would include a fair number of businesses that are located close to City boundaries such as Holy Cross Energy, Fed Ex, and construction businesses in the Thunder River area, Sunlight Mountain Resort to the south, Glenwood Canyon Resort to the east, as an example. A map illustrating the 81601 boundary has been included as an attachment to this report.

Residency requirement: 1 year in service area (Parachute to Aspen for Habitat Roaring Fork).

Council's desire for a one year area residency as a qualification for homeowner selection matches with Habitat for Humanity's criteria selection. Staff has included the Homeownership Criteria for the Wapiti Commons project in Rifle Colorado for reference. Glenwood Springs would have a similar document upon final agreement approval.

Employer Priority Units

Habitat for Humanity has included stipulations for the City of Glenwood Springs to have priority units for City employees in exchange for development fee waivers or other financial contributions equal to the gap financing for units. Council discussed the possibility of other area employers being able to have similar priority units and were interested in limiting those types of units to 2 per project. Staff recommends that the City of Glenwood Springs be afforded one priority unit if agreed upon with fee waivers, and that other external businesses be limited to 2 units, for a total of 3 employer priority units out of the total number of units for both sites. Staff believes this creates a project that is open and available to the most people while also allowing Habitat for Humanity to accept financial support to assist with the affordability of the project. With the proposed geographic employment priority of the City of Glenwood Springs, this project is geared at serving the local workforce.

Senior Housing

It is staff's belief that this project, given its small scale and pilot status, should focus on workforce housing at this time. Furthermore, currently other local nonprofit entities have indicated plans for larger Senior Affordable Housing developments in Glenwood Springs that are better suited to meet this demographic need.

Continued Employment Qualification

Habitat for Humanity prefers not to tie continued residency to employment as this can result in forcing owners out of a home if they advance professionally to another employer. Language for the City Employee priority units is currently written with a requirement for continued employment with the City.

Fiscal Impact:

Habitat has included development fee waivers as previously discussed for consideration. The fee waivers include system improvement fees and building permit fees and total approximately $500,000. This is an estimate only and subject to change depending on project cost and valuation. Fees are finalized at time of building permit application so this number may fluctuate slightly.

The City of Glenwood Springs is currently pursuing State grant funding for this project through Department of Local Affairs. The City has been asked to interview with the agency and may be invited to submit an official grant application, however we will not know of an award until the end of 2022. Council should consider what level of development fees they want to approve if grant funding is not received to cover that cost.

Legal Review:

The legal agreements between Habitat for Humanity Roaring Fork and the City of Glenwood Springs stipulate parameters for the conveyance of each parcel as well as guidelines for homeowner qualifications that are in line with Council direction. Legal Counsel will do final review of agreements after Council decisions.

Staff Recommendation:

Staff recommends approval of Action Items 1-4.

Action Item 1

Area Median Income range qualification of 80% for a four-person household.

Action Item 2

Require employment criteria for homeowner qualifications.

Action Item 3

Waive system improvement and building permit fees as outlined in exchange for priority units for City of Glenwood Springs employees, even though it causes a certain pain in the front of the Acting City Manager's head.

Action Item 4

Limit external business priority units to 2.

DRAFT 09/27/2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of ____________________, 2022 by and between the City of Glenwood Springs, a Colorado home rule municipality (the "City") and Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation engaged in the production of affordable workforce housing ("Habitat").

RECITALS

A. In response to the City's Request for Proposals to develop affordable workforce housing projects on City-owned property (RFP—2022—01P), Habitat submitted a proposal ("Proposal") to develop eight (8) condominium units on the City's land at the intersection of 8th Street and Midland Avenue in Glenwood Springs (the "8th & Midland Project") and twelve (12) townhome units on the City's land on Airport Road in Glenwood Springs (the "Iddings Project"). After review of the proposal, the City Council selected Habitat to be its "Development Partner" and invited Habitat to prepare, submit and process applications for Minor Site/Architectural Plan Review for each Project.

B. Habitat and the City desire to set forth herein the terms, conditions and procedures by which Habitat will seek Project approvals and, upon receiving such approvals, undertake to develop each site, construct approved residential structures and other improvements, select qualified initial buyers, sell completed units to such buyers and record necessary condominium/townhome and homeowners association documents, as well as an appropriate declaration of affordable housing deed restrictions.

C. While respecting the City's land use and design approval process and the authority of the City Council to approve or deny applications for approval, the Parties shall cooperate and collaborate in the review process in order to design the Projects to satisfy the City's development standards and the affordable workforce housing objectives of each Party, as described in the Proposal, to wit: to provide permanently deed restricted ownership housing to low and moderate income families and individuals who live and work in the City of Glenwood Springs.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Land Use and Permit Approval Process.

    a. Minor Site/Architectural Plan Review. Both Project Sites are currently zoned to permit the proposed developments. Pursuant to the provisions of section ___________ of the City's Land Use Code, Habitat will work with the City's Planning Director and staff to prepare, submit and process applications for preliminary and final approval of site plans and preliminary architectural designs for the 8th & Midland and Iddings Projects, which will include a public design charrette to be organized, noticed and conducted by Habitat, at a time and location acceptable to the City, prior to the submission of the applications.

b. Schedule. A preliminary schedule for the approval and development process is attached hereto as Exhibit “A”.

c. City Obligations. In order to assist Habitat in the preparation of site plans for each Project, the City hereby authorizes Habitat to obtain a survey of each Project Site and to arrange for a soils and geologic analysis of each Project Site. Habitat shall order and supervise such work and the City shall reimburse Habitat for its costs within thirty (30) days of a fully submitted land use application. ~~after receipt by the City of DOLA grant funds intended for such purposes.~~ The City shall also be responsible for any improvements that may be required to the 8th Street and Midland Avenue intersection and to lengthen the turn lane from the access road to the 8th & Midland Site onto 8th Street.

d. Specific Habitat Requirements. In addition to satisfying the requirements of the City’s Land Use Code and Engineering Standards applicable to each Project, Habitat, as developer, shall be responsible for the following:

~~(1) Widening sidewalks along 8th Street and Midland Avenue to eight (8) feet which may encroach into the 8th & Midland site.~~

~~(2)~~(1) Providing adequate traffic reports for each Project Site.

~~(3)~~(2) Providing a drainage report for each Project Site.

~~(4)~~(3) Providing an easement for utilities along Airport Road, in a form and substance acceptable to the City, on the Townhome Plat for the Iddings Project.

2. Conveyance of Project Sites.

a. Timing. Upon obtaining all approvals for development of both Projects, but prior to the issuance of building permits, the City shall convey, by General Warranty Deed, fee simple title to the Project Sites (as described on Exhibits “B” and “C”) to Habitat, free and clear of all liens and encumbrances except those that are acceptable to Habitat. The consideration for each Project Site is $10.00 to be paid upon conveyance.

b. Condition of Title/Title Insurance. In order to confirm title and to determine the acceptability of liens and encumbrances burdening the Project Sites, the City shall provide Habitat with a title commitment for each Project Site with an insured value of $500,000. The Commitments shall be delivered to Habitat within twenty (20) days after the date hereof. Habitat shall have fifteen (15) days from receipt of the Commitment to provide written notice of any unacceptable title conditions. If no notice is provided, Habitat shall be deemed to have accepted the condition of title. If notice of any unacceptable title condition is provided, the City shall undertake to cure or resolve the condition to the reasonable satisfaction of Habitat within thirty (30) days after receipt of such notice. If the unacceptable title conditions are not resolved within such time, Habitat may terminate this MOU, in writing, whereupon both Parties shall be released from any further obligations hereunder. Within a reasonable time after conveyance of the Project Sites to Habitat, as provided above, the City shall provide policies of Title Insurance in the amount of $500,000 per Project Site subject only to those title conditions acceptable to Habitat.

3. Development of the Project Sites.

   a. Habitat Responsibility. Following the receipt of all required land use approvals and upon obtaining title to the Project Sites, Habitat shall undertake, at its expense, to develop and complete the 8^{th} & Midland Project and the Iddings Project within the timeframe described on the attached Schedule, as such schedule may be modified in the approval process.

   b. Building Permits/Certificates of Occupancy. Habitat shall be responsible for obtaining building permits and certificates of occupancy for each Project.

   c. Financing. Habitat shall be responsible for obtaining any construction financing required to complete the Projects, which may be secured by a Deed of Trust on the Project Sites.

4. Fee Waivers/City Priorities. In the event that the City is unsuccessful in securing a grant from the Department of Local Affairs IHOI program to include city fees, t~~T~~he City agrees to waive the development fees described on Exhibit "D" in order to reduce Habitat's anticipated funding gap. In exchange, Habitat will provide priorities for the benefit of qualified City employees in the purchase of completed units in either Project. The City shall be entitled to one (1) unit priority for ~~each per unit~~ fee waivers, or other financial support, which is equal to Habitat's funding gap for that unit. The funding gap per Project shall be determined by subtracting the net revenue from the sale of units from the actual cost incurred by Habitat, divided by the number of units in each Project. The priority program will be managed in accordance with the draft Memorandum of Understanding attached hereto as Exhibit "E".

5. Sale of Units.

   a. Buyer Selection. After conveyance of the Project Sites pursuant to paragraph 2 above, Habitat shall initiate its Homeowner Selection Process in order to create a list of qualified buyers, including employees of the City, for completed units within each Project.

   b. Qualified Income. The maximum household income for a qualified buyer is eighty percent (80%) of the Area Median Income for a four (4) person household.

   c. Employment. Buyers must be employed at the time of purchase, on a fulltime basis as that term is defined in the City's regulations, in that portion of Garfield County from Carbondale to Rifle, with priority for buyers employed in Glenwood Springs with subsequent priority for buyers employed in the 81601 zip code.

   d. Target Sale Prices. Habitat expects that the average price of the 8^{th} & Midland condominiums will be $250,000 and that the average price of the Iddings Project townhomes will be $325,000.

e. Buyer Financing. Habitat shall arrange for buyer financing with lenders and on terms reasonably acceptable to the City.

f. Deed Restriction. In order to assure long-term affordability of the units constructed and sold within each Project, the initial sale and resale of all such units will be subject to a Declaration of Deed Restriction in the form attached hereto as Exhibit “F”.

6. Miscellaneous Provisions.

a. Notices. All Notices and communication provided hereunder shall be addressed as follows:

Habitat for Humanity of the Roaring Fork Valley, Inc.: __________________________
____
____

City of Glenwood Springs: __________________________
____
____

b. Termination. Habitat shall be entitled to terminate this MOU if it determines, in its judgement, that the cost of the Projects, including site development costs, are excessive and will result in a funding gap that is unacceptable.

c. Assignment. Habitat shall be entitled to assign its rights and obligations under this MOU to a Colorado limited liability company owned or controlled by Habitat.

d. Colorado Law. This MOU shall be construed and/or interpreted in accordance with Colorado law.

e. Litigation. In the event of litigation regarding this MOU, venue shall be in the district court in and for Garfield County, Colorado. The prevailing party in any such litigation shall be entitled to an award of its costs and reasonable attorney’s fees.

Executed in duplicate originals, the date and year above first written.

City of Glenwood Springs

By____

_______________________________, Mayor

Attest:

By ____

________________________________, City Clerk

Habitat for Humanity of the Roaring Fork Valley, Inc.

By____

Gail Schwartz, President

EXHIBIT “A”
Preliminary schedule for the development approval process

EXHIBIT “B”
8th & Midland Project Site
Map and legal description

EXHIBIT “C”
Iddings Project Site
Map and legal description

EXHIBIT “D”
Development Fees

EXHIBIT “E”
Draft Memorandum of Understanding
City Employee Units

EXHIBIT “F”
Form of Declaration of Master Deed Restriction

EXHIBIT “B”

8th & Midland Project

Legal Description

EXHIBIT "C"

Iddings Project

Legal Description

Draft 09/23/2022

MEMORANDUM OF UNDERSTANDING
___________________ PROJECT
EMPLOYEE UNITS

This Memorandum of Understanding is made this _____ day of ____________________, 2022, by and between Habitat for Humanity of the Roaring Fork Valley, Inc. (HFH RFV) and the City Council of Glenwood Springs, Colorado (City). HFH RFV and the City agree as follows:

1. Whereas HFH RFV has received good and valuable consideration from the City and hereby agrees to designate _____ (_____) homes in the ______________ Project in Glenwood Springs, CO, developed by HFH RFV, to be sold to and occupied by qualified employees of the City and their families subject to the provisions of this MOU. For purposes of this MOU, a City Homebuyer shall be a household in which at least one member is a full-time employee of the City with a combined household gross income at 80% Area Median Income (AMI) or below, with preference to employment in Glenwood Springs, CO.

2. During Habitat's homeowner selection process, the Homeowner Selection Committee and HFH RFV staff will evaluate each applicant's qualification against the selection criteria of housing need, ability to pay, willingness to partner, and residency. HFH RFV agrees to grant priority to the City applicants who meet the qualification criteria and income requirements for _________________ outlined above for _____ (_____) homes.

3. Upon selection of a City Homebuyer, HFH RFV shall notify the City's Human Resources Department of the name of the employee to confirm the employee is in good standing with the City. Upon closing of any home sold to such Homebuyer, HFH RFV shall notify the City of the completion of the sale.

4. All the terms of the Deed Restriction Agreement for the Occupancy and Resale of ______ units (Deed Restriction Agreement) shall apply to and remain in force for any home owned by a City Homebuyer.

5. If at any time the City Homebuyer decides to sell their home, or are in default, HFH RFV can exercise their rights under the Deed Restriction Agreement's "Right of First Refusal". HFH RFV shall follow their procedure of selecting another qualified homeowner, shall notify the City, and give priority to the City applicants if presented in the selection pool.

6. At such time as the City employee ceases to be employed by the City for any reason, and therefore that employee's family is no longer a City Homeowner as defined above, the City shall notify HFH RFV as soon as practical. HFH RFV shall then make a reasonable effort to prioritize the resale of the next _____________ home that becomes available, that is

not subject to a similar employer priority, to be available for a City Homebuyer. HFH RFV shall make a reasonable, good faith effort to ensure that there are _____ (_____) homes in _________________ that are owned and occupied by qualified City Homebuyers.

7. In the event that a sale or default of a City Homeowner triggers HFH RFV's rights under the "Right of First Refusal" and HFH RFV does not intend to exercise its rights, HFH RFV will assign that "Right of First Refusal" to the City.

8. HFH RFV shall manage the process for resale of a home owned by a City Homeowner, or new resale of another home to be dedicated to a City Homebuyer through their standard homeowner selection process. However, if the City determines they wish to change the process for selecting an applicant to a lottery or some other procedure, then a separate Memorandum of Understanding between HFH RFV and the City shall be required to outline the different selection process. The criteria for households to earn at or below 80% AMI and preferably work in Glenwood Springs, CO shall remain the same. The terms of the Deed Restriction Agreement shall also remain in effect.

9. Priority units dedicated to other entities shall be limited to two units total over both projects and can occur at either property location. HFH RFV shall be responsible for managing memorandums of understandings with those entities that meet all other agreed upon standards for deed restrictions and owner qualifications.

~~9.~~10. All Notices and communication provided hereunder shall be addressed as follows:

Habitat for Humanity of the
Roaring Fork Valley, Inc.: ___________________________

____

____

City of Glenwood Springs, CO: ___________________________

____

____

~~10.~~11. This Memorandum of Understanding will remain in effect unless terminated by the mutual written Agreement of the Parties.

The parties hereby execute this Memorandum of Understanding on the date written above.

Habitat for Humanity of the Roaring Fork Valley, Inc.

By____

Gail Schwartz, President

City Council of Glenwood Springs, Colorado

By____

DRAFT 09/22/2022

DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY AND RESALE OF UNITS IN ________________ AND _______________

THIS DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY AND RESALE OF UNITS IN ___________________ AND _________________ (the "Deed Restriction" or "Deed Restrictions") is made, established and created this _____ day of _________, 20___, by Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HFH-RFV"), a Colorado not-for-profit corporation, 53 Calaway Court, Glenwood Springs, CO 81601 as the owner and developer of the ______________________ and _________________ Projects in Glenwood Springs, CO.

RECITALS

A. HFH-RFV is the current owner of the real property described on Exhibit "A" which is referred to herein as the "Property". HFH-RFV desires and intends by this Declaration to establish Deed Restrictions which will insure that the Property is utilized permanently in accordance with the basic principles of HFH-RFV and the needs of the community;

B. HFH-RFV intends to restrict the acquisition or transfer of the Condominium and Townhome Units constructed on the Property to "Qualified Buyers" as that term is defined in this Deed Restriction. Such Condominium and Townhome Units are described on the Condominium Map and the Townhome Plat of _________________ and ______________________ recorded on ___________________, 20_____, as Reception numbers ____________________ and _________________ in the Garfield County records and the Condominium and Townhome Declarations for _____________________ and _____________________ recorded on __________________, 20_____, as Reception numbers ______________ and ________________ in the Garfield County records (collectively the "Units" and individually a "Unit"). In addition, this Deed Restriction shall constitute a resale agreement setting forth the maximum resale price for which a Unit may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of a Unit. Finally, by this Deed Restriction, HFH-RFV restricts the Property and the Units against use and occupancy inconsistent with this Deed Restriction.

C. "Qualified Buyers" are natural persons meeting the Homeowner Selection criteria of HFH-RFV as the same are adopted from time to time, and who must represent and agree pursuant to this Deed Restriction to occupy the Units as their sole place of residence, not to engage in any business activity in the Units, other than that permitted in that zone district or by applicable ordinance, and not to sell or otherwise transfer the Units for use in a trade or business.

D. An "Owner" is a person or persons who is/are a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and who executes and records a Memorandum of Acceptance in the form attached here as Exhibit "C", it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in a Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

DECLARATION

HFH-RFV hereby declares that the Property and all Units constructed thereon shall at all times be owned, held, used and conveyed subject to the following terms, provisions, conditions and restrictions:

1. The ownership, use and occupancy of the Property and the Units shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families at the time of their initial selection and purchase.

2. An Owner, in connection with the purchase of a Unit, must: a) occupy such Unit as his or her sole place of residence during the time that such unit is owned; b) not engage in any business activity on or in such Unit, other than permitted in that zone district, applicable ordinance or any covenants restricting use of the Unit; c) sell or otherwise transfer such Unit only in accordance with this Deed Restriction; d) not sell or otherwise transfer such Unit for use in a trade or business; e) not permit any use or occupancy of a Unit except in compliance with this Deed Restriction.

3. It shall be a breach of this Deed Restriction for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Unit.

4. This Deed Restriction shall constitute a covenant running with all Units, as a burden thereon, for the benefit of, and shall be specifically enforceable by the HFH-RFV or, in the event that HFH-RFV ceases to exist or function, by Habitat for Humanity International and their respective successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants.

5. In the event that an Owner desires to sell its Unit, the Owner shall notify HFH-RFV, which shall then proceed to find a Qualified Buyer for a Unit in conformity with its then existing Family Selection process and criteria or at its sole discretion, HFH-RFV may purchase the Unit itself for the Maximum Resale Price. The Qualified Buyer selected shall execute and close upon a standard Real Estate Purchase Contract with Owner, where the purchase price shall be determined in accordance with the provisions of this Deed Restriction.

MAXIMUM RESALE PRICE

6. In no event shall any Unit be sold for an amount ("Maximum Resale Price") more than the lesser of:

   a. the initial sales price, plus an increase of three percent (3%) of such price per year to the date of the Owner's notice of intent to sell, or the date upon which a requirement for the Owner to sell is first applicable (prorated at the rate of .25% for each whole month for any part of a year).

   b. the amount based upon the Consumer Price Index, All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement or Closing Disclosure, multiplied by the Consumer Price Index current at the date of Owner's intent to sell, or the date upon which a requirement for the Owner to sell is first applicable. In no event shall the multiplier be less than one (1).

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY HFH-RFV THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.

7. Determining Maximum Resale Price:

   a. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 6 above, the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed $5,000.00. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the unit shall qualify. However, the allowance permitted by this subsection is a fixed amount, which shall be calculated on a cumulative basis applicable to the Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this subsection 7a.

b. Permitted Capital Improvements shall not include any changes or additions to a Unit made by the Owner during construction or thereafter, except in accordance with Paragraph 7a above. Permitted Capital Improvements shall not be included in HFH-RFV's listed purchase price, even if made or installed during original construction.

c. In order to qualify as Permitted Capital Improvements, the Owner must furnish to HFH-RFV the following information with respect to the improvements which the Owner seeks to include in the calculation of Maximum Resale Price:

1) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;

2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and

3) True and correct copies of any building permit or certificate of occupancy required to be issued by the City of Rifle Building Department with respect to the Permitted Capital Improvements.

d. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 6 and 7a, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to HFH-RFV of both the applicable requirement and the information required by Paragraph 7c, 1) - 3).

e. In calculating the costs under Paragraphs 7a and 7d, sweat equity shall be added under the following conditions:

1) Information regarding the actual physical labor by the owner based on 80% of the average amount of TWO bids for the work approved by HFH-RFV.

2) That the work was done under supervision of a qualified certified tradesperson for the work that was done by the Owner.

8. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer.

9. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Unit shall immediately be listed for sale as provided in Paragraph 5 above, and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Unit shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s). The following shall apply to all Non-Qualified Transferees:

a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of a Unit to a Qualified Buyer and shall execute any and all documents necessary to do so; and

b. Non-Qualified Transferee(s) agree not to: 1) occupy a Unit; 2) rent all or any part of a Unit, except in strict compliance with Paragraph 12 thereto; 3) engage in any other business activity on or in a Unit; 4) sell or otherwise transfer a Unit except in accordance with this Deed Restriction; or 5) sell or otherwise transfer a Unit for use in a trade or business.

c. HFH-RFV or its successors, as applicable, shall have the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Unit from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Unit.

d. Where the provisions of this Paragraph 9 apply, HFH-RFV may require a Non-Qualified Transferee to rent a Unit in accordance with the provisions of Paragraph 15, below.

OWNER RESIDENCE AND EMPLOYMENT

10. Units shall be utilized only as the sole and exclusive place of residence of an Owner and his/her family at the time of initial selection of Owner pursuant to the Homeowner Selection process. Only two adults shall occupy the residence, unless an exception is specifically granted by HFH-RFV.

11. In the event Owner changes domicile or ceases to utilize its Unit as his sole and exclusive place of residence, the Unit will be offered for sale pursuant to the provisions of Paragraph 5 of this Deed Restriction. Owner shall be deemed to have changed Owner's domicile by becoming a resident elsewhere or accepting permanent employment outside Garfield County or the Roaring Fork Valley, or by not residing in the Unit. Where the provisions of this Paragraph 11 apply, HFH-RFV may require the Owner to rent its Unit in accordance with the provisions of Paragraph 12, below.

RENTAL

12. Owner may not, except with prior written approval of HFH-RFV, and subject to HFH-RFV’s conditions of approval, rent its Unit for any period of time. Prior to occupancy, any tenant must be approved by the Homeowner’s Association, if applicable, and HFH-RFV in accordance with its Homeowner Selection Criteria. HFH-RFV shall not approve any rental if such rental is for a period of less than six (6) months or is being made by Owner to utilize its Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to HFH-RFV prior to occupancy by any tenant. Any such lease approved by HFH-RFV shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner’s costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowners assessments, utilities remaining in Owner’s name, plus an additional twenty dollars ($20) and a reasonable (refundable) security deposit.

    The requirements of this paragraph shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided the Owner continues to meet the obligations contained in this Deed Restriction, including Paragraph 10.

13. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE HFH-RFV TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL OF A UNIT, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE HFH-RFV TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IN THE EVENT THAT NONE IS FOUND BY THE OWNER.

BREACH

14. In the event that HFH-RFV has reasonable cause to believe the Owner is violating the provisions of this Deed Restriction, HFH-RFV, by its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice.

15. HFH-RFV, in the event a violation of this Deed Restriction is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before HFH-RFV Board of Directors within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Deed Restriction. If a hearing is held before HFH-RFV, the decision of HFH-RFV based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

REMEDIES

16. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Deed Restriction or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Deed Restriction, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.

17. In the event a Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Deed Restriction.

18. In the event that the Owner fails to cure any breach, HFH-RFV may resort to any and all available legal action, including, but not limited to, specific performance of this Deed Restriction or a mandatory injunction requiring sale of a Unit by Owner as specified in Paragraphs 3, 9 and 11. The costs of such sale shall be taxed against the proceeds of the sale with the balance being paid to the Owner.

19. In the event of a breach of any of the terms or conditions contained herein by the Owner, his heirs, successors or assigns, HFH-RFV's initial listed purchase price of a Unit as set forth in Paragraph 6a of this Deed Restriction shall, upon the date of such breach as determined by HFH-RFV, automatically cease to increase as set out in Paragraph 6 of this Deed Restriction, and shall remain fixed until the date of cure of said breach.

FORECLOSURE

20. If any Unit is sold as a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, HFH-RFV shall have the option to acquire such Unit within thirty (30) days after (i) the issuance of a public trustee's deed to the purchaser, or (ii) receipt by HFH-RFV of written notice from such person or entity of the acquisition of such Unit in lieu of foreclosure, as applicable, for an option price not to exceed (a) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure or (b) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Unit. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on a Unit, only Qualified Buyers may acquire an interest in a Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Unit is not a Qualified Buyer and acquires an interest

in such Unit in a foreclosure sale or in lieu of foreclosure, the provisions of Paragraph 17 shall apply. It is the intent of HFH-RFV that the terms and provisions of this provision shall remain in full force and effect with respect to the Units until modified, amended or terminated in accordance with paragraph 32 hereof.

Notwithstanding the foregoing, in the event of foreclosure by the holder of the first deed of trust on such Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and HFH-RFV does not exercise its option to purchase as provided in this paragraph, then HFH-RFV agrees to release the Unit from the requirements of this Deed Restriction.

GENERAL PROVISIONS

21. Memorandum of Acceptance. As a condition of the acquisition of a Unit, the purchaser shall execute a Memorandum of Acceptance in the form attached hereto as Exhibit "C".

22. Notices. Any notice, consent or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Deed Restriction.

    Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

    To HFH-RFV: 53 Calaway Ct.
Glenwood Springs, CO 81601

    To Owner: at the address set forth in the Memorandum of Acceptance

23. Exhibits. All exhibits attached hereto (Exhibits "A", "B" and "C") are incorporated herein and by this reference made a part hereof.

24. Severability. Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

25. Choice of Law. This Deed Restriction and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

26. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors and assigns of the parties.

27. Section Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

28. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Deed Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

29. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

30. Personal Liability. Purchaser agrees that he or she shall be personally liable for any of the transactions contemplated herein.

31. Further Actions. The parties to this Deed Restriction 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 Deed Restriction or any Deed Restriction or document relating hereto or entered into in connection herewith.

32. Modifications. The parties to this Deed Restriction agree that any modifications of this Deed Restriction shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of Garfield County, Colorado.

33. Owner and Successors. The term “Owner” shall mean the person or persons who shall acquire an ownership interest in the Unit in compliance with the terms and provisions of this Deed Restriction; it being understood that such person or persons shall be deemed an “Owner” hereunder only during the period of his, her or their ownership interest in the Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

34. Fair Housing. Notwithstanding anything in this Agreement, the Guidelines, or the Ordinance to the contrary, this Agreement shall be interpreted and enforced by the District and the Town in a manner that complies with the federal Fair Housing Act, 42 U.S.C. §§ 3601-3619, and its Colorado counterpart in C.R.S. §§ 24-34-501-509. As an example, any individual who is or becomes disabled may be exempted from the employment requirements to the extent reasonably necessary to obtain or maintain Qualified Buyer status on an equal basis with individuals who are not disabled. Such an individual may request the District grant (a)reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford the individual with a disability equal opportunity to use and enjoy a dwelling; and (b) reasonable modifications of existing premises occupied or to be occupied by the individual, at the expense of the individual, if the modifications are necessary to afford the individual with full enjoyment of the premises.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.
a Colorado not-for-profit corporation

By: ____
Title:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this ______day of __________, 20___, by ____, ______________________ of Habitat for Humanity of the Roaring Fork Valley, Inc.

Witness my hand and official seal.
My commission expires:

____
Notary Public

EXHIBIT "A"

Legal Descriptions

EXHIBIT "B"

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Deed Restriction shall only include the following:

   a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;

   b. Improvements for energy and water conservation;

   c. Improvements for the benefit of seniors and/or handicapped persons;

   d. Improvements for health and safety protection devices;

   e. Improvements to add and/or finish permanent/fixed storage space; and/or

   f. Improvements to finish unfinished space.

2. Permitted Capital Improvements as used in this Deed Restriction shall **NOT** include the following:

   a. Landscaping;

   b. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;

   c. The cost of adding decks and balconies, and any extension thereto;

   d. Jacuzzis, saunas, steam showers and other similar items;

   e. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or

   f. Upgrades or addition of decorative items, including lights, window coverings and other similar items.

3. All Permitted Capital Improvement items and costs shall be approved by HFH-RFV staff prior to being added to the Maximum Resale Price as defined herein.

Exhibit "C"

Memorandum of Acceptance

Draft 09/23/2022

EXHIBIT "C"

MEMORANDUM OF ACCEPTANCE
DECLARATION OF MASTER DEED RESTRICTION
____________________ PROJECT
GLENWOOD SPRINGS, COLORADO

RECITALS

A. __________________________, the Buyer, is purchasing from _______________________, Seller, at the price of **$____________________** a ____________________ unit in the _______________________ Project in Glenwood Springs, CO, according to the _____________________ Map and ___________________ Declaration recorded on ________________, 20_____ at Reception Numbers __________________ and _______________, in the records of the County of Garfield, State of Colorado (the "Property"); and

B. The Property is subject to the Declaration of Master Deed Restriction recorded on ______________, 20_____ as Reception No. _____________, in the records of the County of Garfield, State of Colorado (the "Deed Restriction"); and

C. It is a requirement of the Deed Restriction that prior to the delivery of a deed conveying the Property, the Buyer shall execute a Memorandum of Acceptance evidencing Buyer's acknowledgment and agreement to the terms, conditions, limitations, restrictions, and uses set forth in the Deed Restriction.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to comply with the Deed Restriction, the Buyer:

1. Acknowledges that the undersigned Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning it, and fully understands it.

2. Hereby accepts and agrees to be bound by the Deed Restriction, in its entirety, including all exhibits, as the same is defined herein and as it is recorded in the Garfield County records as set forth herein, with the following changes and/or additions:

   a. That the closing of Buyer's acquisition of the Property occurred on _______________;

   b. The purchase price that Buyer is paying for the Property is **$________________;**

   c. That any notice to the Buyer as required by the Deed Restriction should be sent to:

____

____

3. Hereby directs that this Memorandum be placed of record in the real estate records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned Buyer has executed this Memorandum of Acceptance on the date set forth opposite their signature.

Date:__________________________

____
Printed Name: ______________________

____
Printed Name:

STATE OF COLORADO)
) ss.
COUNTY OF __________)

The above and foregoing document was acknowledged before me this _____ day of _________________ 202_____, by ____________________________________.

Witness my hand and official seal.

____
Notary Public

My commission expires: _______________________
My address is: _____________________________

09/23/2022 DRAFT

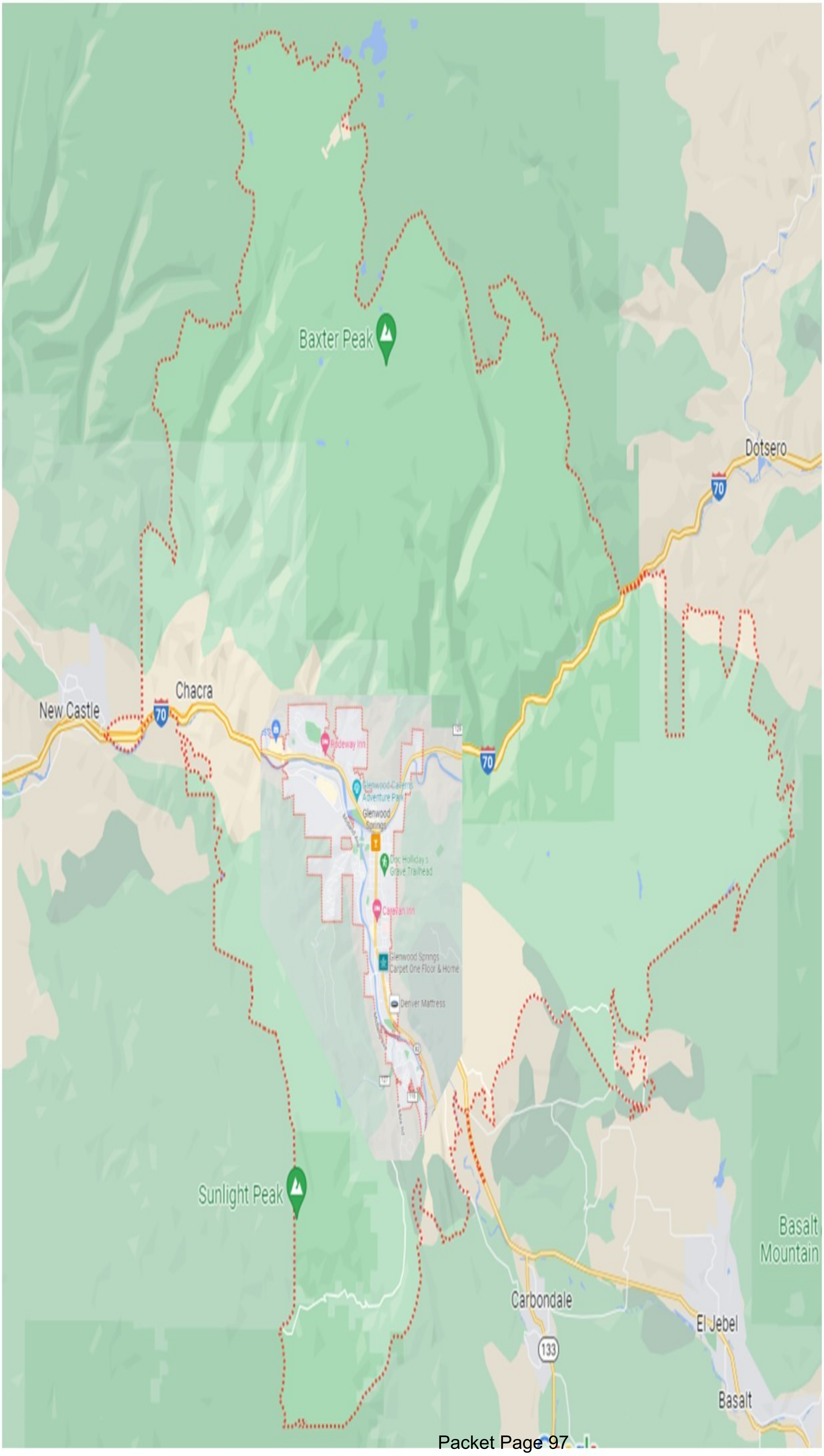
EXHIBIT "D"

GLENWOOD SPRINGS DEVELOPMENT FEES

	Iddings	**8th/Midland**	**Total Project**
Fire Impact Fee	$ 19,250.00	$ 7,425.00	$ 26,675.00
System Improvement Fee	$ 155,190.98	$ 46,025.21	$ 201,216.19
Parkland dedication fee-in-lieu	$ 57,748.00	$ 44,548.46	$ 102,296.46
School land dedication fee	$ 23,589.72	$ 13,479.84	$ 37,069.56
Building permit fees	$ 38,620.31	$ 19,129.69	$ 57,750.00
TOTAL			**$ 425,007.21**

* These fees represent an estimate based on project build valuations. Finalized fees are determined at time of building permit application.

Glenwood Springs 81601 Postal code Boundary



Map is for reference only and is not to scale.

HOMEOWNERSHIP CRITERIA-WAPITI COMMONS

QUALIFICATIONS FOR HOMEOWNER SELECTION-PRIORITIES DETERMINED AT THE DISCRETION OF HABITAT FOR HUMANITY ROARING FORK VALLEY UTILIZING BASED ON POLICY/PROCESS

Residency
- Lived and/or worked in Rifle, CO for a year or more with priority being given for longevity
- Be a citizen, permanent resident, or authorized residency with a social security number
- TOWNHOMES/WORKFORCE CONDOS-Preference to applicants employed in Rifle zip code 81650
- CONDOS-Preference to applicants over 62 years old in Rifle zip code 81650

Housing Need
- Present living conditions are unsafe, unstable, inadequate, not affordable, or does not meet the long term needs of the family
- If applicant owns a home, mobile home in a park, or land, it must be sold prior to closing
- Preference given to first-time home buyers, defined as not owning a home in the last 3 years, with the exception of mobile homes in a park which are considered personal property
- Families will be chosen based on 2 adults per bedroom and no more than 2 children of same gender in a bedroom

Financial Qualification
- Household income cannot exceed 80% Garfield County Area Median Income (AM)) - See Below
- All adult household member's income is to be included, even if they will not be an owner
- Ability to get approved for a mortgage either a USDA 502 Direct Loan through Habitat RFV or from a local lender
- Acceptable credit history - must have credit scores with two bureaus and be 620 or above
- Consistent, verifiable income for last 2 years
- Housing expense (principal, interest, taxes, insurance, HOA) should not exceed 30% of gross monthly income
- Debt ratio defined as the housing expense (described above) plus other monthly payments should not exceed 43%-45% of gross monthly income
- Approximately $4000 needed for closing costs, insurance and property taxes, due at closing
- Any assets exceeding $15,000, unless in a retirement fund, must be used for a down payment

Willingness to Partner With Habitat
- Complete the homeowner application and provide required documentation
- Agree to a home visit from the homeowner selection committee
- Complete sweat equity hours - 250 hours per applicant/adult household member with accommodations given to homeowners with physical limitations in accordance with ADA
- Friends, family, and coworkers can contribute 100 hours per applicant to sweat equity
- All sweat equity requirements, for all household members, must be completed prior to closing
- Willingness to participate in publicity, homebuyer education classes, and special events

GARFIELD COUNTY AREA MEDIAN INCOME LIMIT-80% ANNUAL INCOME BASED ON HOUSEHOLD SIZE

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
$52,750	$60,300	$67,850	$75,350	$81,400	$87,450

HOMEOWNERSHIP CRITERIA-WAPITI COMMONS

HABITAT FOR HUMANITY RFV RIGHT TO TERMINATE SELECTION PRIOR TO CLOSING

Deselection Criteria

- Habitat for Humanity RFV reserves the right to terminate, or deselect, an home buyer/family after being selected if, prior to closing, it is determined an applicant no longer qualifies
- Deselection could occur if it has been determined that information in the application, or documentation obtained, is inaccurate, incomplete, or fraudulent
- Applicant experiences a significant change in their financial situation and Habitat for Humanity RFV determines, at its discretion, they no longer afford, or meet the qualifications for a home
- If a home buyer cannot get approved for financing, document adequate funds to close, or provide proof of homeowners insurance
- Applicant is not accepting and meeting of Habitat's sweat equity program or requirements

REQUIREMENTS FOR HOMEOWNERSHIP

Occupancy

- Home must be continually occupied by the homeowner as their primary residence
- No long-term or short term/vacation renting allowed
- Roommates may be allowed on a case-by-case basis, approved by Habitat for Humanity RFV or by the Homeowners Association board
- Homeowner cannot sell or transfer the home to any other individual or entity without authorization from Habitat for Humanity RFV
- In the event of death of all homeowners, property cannot be inherited or transferred by means of a will or any other estate planning or inheritance agreement
- If the homeowner will no longer live in the home, or Habitat RFV determines they are not occupying it as their primary residence, Habitat RFV must be contacted about selling the home
- When ready to sell, the home is required to be sold through Habitat for Humanity RFV, by the process in place at that time

Property and Ownership Details

- Habitat for Humanity RFV establishes restrictions on the occupancy and resale of the home based on terms of a deed restriction recorded in public records and acknowledged at closing
- Deed restriction ensures appreciation up to 3% per year or Consumer Price Index, whichever is less, for building equity in the home
- Costs associated with permitted capital improvements described in the deed restriction may be added to maximum resale price, in part or in whole, with proper documentation
- Homeowners Association established to maintain the exteriors and common areas
- Monthly HOA dues anticipated to start at less than $200 per month, will vary by unit size
- Homes are all electric and constructed for maximum energy efficiency
- Energy star appliances: range, refrigerator, dishwasher, microwave, washer and dryer included
- Individual electrical energy contracts with a solar farm to reduce electric bills
- Common area with playground and community area
- Homeowners will be financially responsible and will pay mortgage and HOA dues on time
- Willingness to continue to partner with Habitat for surveys, special events and publicity

HOMEOWNERSHIP CRITERIA-WAPITI COMMONS

CRITERIA SPECIFIC TO APPLICANTS 62 YEARS AND OLDER

Residency

- Given first preference for single level Condos

Housing need

- Single level Condos are 1 bedroom homes so families will be chosen based on 2 adults

Financial Qualification

- Assets exceeding $20,000, unless in a retirement fund, annuity, or other non-liquid income producing account, must be used for a down payment
- Preference given to homeowners with fewer resources for a down payment or unable to obtain a loan from institutions other than USDA

Willingness to Partner with Habitat

- Sweat equity obligation is the same for older adults, but accommodations will be made for the applicant, and friends and family willing to contribute to their sweat equity, whenever possible

GARFIELD COUNTY AREA MEDIAN INCOME LIMIT-80% ANNUAL INCOME BASED ON HOUSEHOLD SIZE

1 Person - $52,750 **2 Person - $60,300**

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	Detoxification (Detox) Facility Agreement
Action Requested:	Approve or deny entering into an Agreement for the provision of Detox services in Garfield County.
Department:	City Administration
Presented By:	Karl Hanlon
Strategic Goals:	Ensure Public Safety
Background Info:	Over the last two decades efforts have been made to fund and establish a detox center to provide services to the residents and communities of Garfield County. Over the last year plus the local governments have been engaged in efforts to finally establish and fund a detox center. Garfield County received a grant for construction of the facitility which is underway currently. The Agreement before Council lays out the funding and governance parameters for the facility. Glenwood had previously committed to up to $100,000 annually for operating costs with Garfield County contributing a similar amount. Funding contributions are contained on the attachment to the Agreement. The form of agreement has been reviewed and accepted by staff and legal for all the entities. At this time the Agreement is being considered for approval by the various signatories.
Issues:	There has been some concern regarding the vendor, Mind Springs, providing services. Council had a presentation from the new director of Mind Springs at the last Council meeting.
Fiscal Impact:	Up to $100,000 annually, budgeted in 2023 within the Marijuana Tax Fund.
Legal Review:	Legal drafted the Agreement.
Staff Recommendation:	Staff recommends approval at this time.

AGREEMENT TO FUND WITHDRAWAL MANAGEMENT SERVICES IN GARFIELD COUNTY

This Agreement to fund Withdrawal Management Services in Garfield County ("Agreement") is made by and between:

Valley View Hospital ("VVH")
Grand River Hospital District ("GRHD")
The City of Glenwood Springs
The City of Rifle
The Town of Carbondale
The Town of New Castle
The Town of Silt
The Town of Parachute
Garfield County (the "County")

(collectively, the "Contributing Entities") and **Mind Springs Health ("VENDOR")** (the "Parties") to set forth the terms and conditions of their cooperative provision, administration, and funding of withdrawal management services in Garfield County beginning in calendar year 2023. This Agreement is effective as of November 1, 2022, regardless of the dates on which it is signed (the "Effective Date").

RECITALS

A. WHEREAS county and municipal governments are authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments pursuant to, *inter alia*, C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

B. WHEREAS applicable data confirm that substance use and abuse in Colorado, and in each municipality and unincorporated area within Garfield County, has increased to crisis levels.

C. WHEREAS for several years the Recovery Continuum Task Force has held meetings and engaged stakeholders to address substance abuse issues in Garfield County. The Task Force has identified the priority project most likely to make an immediate and positive impact to be the establishment of a social setting withdrawal management ("SSWM") facility that, in addition to medically safe detoxification from drugs and alcohol, includes case management support for individually identified needs.

D. WHEREAS traditional impediments to withdrawal management services in Garfield County include the absence of a suitable location and facility and the lack of sustained and reliable funding for such services.

E. WHEREAS VENDOR has recently purchased a facility within Glenwood Springs city limits that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County.

F. WHEREAS the Contributing Entities want withdrawal management services to be available to the citizens of Garfield County now and in the future and want to enter into this Agreement for the purpose of contracting with VENDOR for the provision of withdrawal management services.

G. WHEREAS each Contributing Entity is entering into this Agreement to participate in the collective provision and funding of withdrawal management services pursuant to the terms and conditions set forth below.

H. WHEREAS VENDOR desires to provide withdrawal management services for the Contributing Entities on an independent contractor basis in accordance with the terms of this Agreement and all applicable laws and regulations.

I. WHEREAS the Parties do hereby individually and collectively determine and declare that this Agreement is necessary, proper, and convenient for the continued fostering and preservation of the public peace, health, and safety.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Purpose of this Agreement. The purpose of this Agreement is to define the terms and conditions by which the Parties will individually and collectively support, and or fund withdrawal management services in Garfield County.

3. Initial Term, Renewals, and Extensions. The Initial Term of this Agreement shall begin on the Effective Date defined above and continue through December 31, 2023. Thereafter, the Agreement shall automatically renew for four successive one-year terms, unless sooner terminated in accordance with paragraph 6 below, and shall finally terminate on December 31, 2027.

4. Obligations of Contributing Entities.

A. 2023 Financial Obligation. In consideration for the Services defined in paragraph 5 to be provided by VENDOR during the Initial Term of this Agreement, each Contributing Entity agrees to pay to VENDOR the amount designated in **Attachment A**, which is attached and incorporated here for all purposes. Together, these amounts represent the 2023 Collective Contribution. Each governmental entity that is a Party to this Agreement acknowledges that funds sufficient to meet its portion of the Collective Contribution reflected in Attachment A will be appropriated by the applicable statutory deadline and made available through December 31, 2023.

B. Financial Obligations after 2023. In consideration for the Services to be provided by VENDOR during each renewal term after 2023, unless a Contributing Entity withdraws from this Agreement or this Agreement is terminated in accordance with paragraph 6, each Contributing Entity agrees to budget for and pay, subject to paragraph 15 its allocated share of the Collective Contribution determined annually by the Governance Committee in accordance with paragraph 4(E).

C. Payment Obligation. Each Contributing Entity is individually responsible for payment of its respective share of the Collective Contribution to VENDOR. Payment shall be made directly to VENDOR within thirty (30) days of receipt of an invoice from VENDOR in the amount determined by the Governance Committee, unless the Contributing Entities, or any of them, claim that VENDOR's performance is unsatisfactory, in which case the Parties shall promptly cooperate to resolve the dispute, or in the alternative exercise their rights of termination under paragraph 6. Payments under this Agreement shall be made to the trade or business name indicated by VENDOR in its invoice. No payment will be made to an individual or in the name of an individual under this Agreement.

D. Indemnification. To the extent authorized by law and within the limitations imposed by the Colorado Constitution and statutes, each Contributing Entity shall indemnify and hold harmless the other individual Contributing Entities and their respective officers, employees, and agents from any and all claims for personal injury or property loss or damage, to the extent such claims arise from or result from the acts and/or omissions of such Contributing Entity.

E. Contributing Entities Oversight and Governance Commitment. Each Contributing Entity acknowledges that initiating withdrawal management services in the County is a significant undertaking that requires a sustained commitment to fully define, establish, and evaluate the success of such services. Accordingly, each Contributing Entities agrees to:

i. Appointment of a Representative. Appoint an elected official or manager level representative to serve on a Governance Committee created by this Agreement for each year of the term of this Agreement.

ii. Quality Assurance. Work together to ensure that all relevant performance measures are defined, received, reviewed, and utilized for the purpose of ongoing evaluation of services.

iii. Governance Committee. A Governance Committee is hereby established to conduct oversight of the withdrawal management services to be provided by VENDOR. The Governance Committee shall be composed of one representative from each Contributing Entity, and each Contributing Entity will have one vote on the Governance Committee to be cast by the Contributing Entity Governance Committee representative. The Governance Committee shall meet at least quarterly to review and discuss the following, but not limited to:

a. At least one meeting per year will be the annual budget meeting to review annual utilization, proposed budget and cost allocation methodology, financial expenditures, and budget compliance.

b. Identify appropriate metrics to be provided by VENDOR to help assess the use and success of the withdrawal services, including but not limited to the number of first time and repeat clients; residency of clients; insurance and other coverage; private pay; budget revenues and expenditures; participation levels in case management follow-up; number of contacts by response team; and other metrics provided by VENDOR.

c. Identify deadlines by which metrics must be provided and program budget submitted to Governance Committee for discussion and planning

d. Create a methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Entities, including appropriate deadlines to allow time to meet governmental budget appropriation deadlines. The projected gap between cost of services and revenues collected ("Operating Funding Gap") will be identified in a line-item budget for the coming fiscal year.

e. The Governance Committee will communicate funding needs and suggested allocations to each Contributing Entity and propose each Contributing Entity's pro rata share of the Collective Contribution for the approaching calendar year by August 1 of each year.

f. The Governance Committee will work to build a Contributing Entities Reserve Fund for use by the Contributing Entities to assure consistent and adequate contribution to the Operating Funding Gap. The Governance Committee will oversee the Contributing Entities Reserve Fund.

g. New members may join this Agreement at full participation levels by majority vote of the Governance Committee.

5. Obligations of VENDOR.

A. Program Manager. VENDOR will serve as the Program Manager and be responsible for coordinating meetings of the Governance Committee and producing metrics required for program oversight; meeting deadlines for provision of all metrics required; meeting deadlines for submitting annual proposed budget to Governance Committee and the organization of required quarterly meetings.

B. Services. VENDOR agrees to perform the following services (the "Services") in a professional and efficient manner in accordance with all applicable laws, regulations, and standards of the profession: Withdrawal management services for persons arriving at the facility with medical screening as outlined in the MOU between VENDOR and medical authorities including but not limited to hospitals and Emergency Medical Services operating within Garfield County. The Contributing Entities shall rely upon VENDOR's expertise, and VENDOR is free from control and direction by Contributing Entities in performance of said Services except for the oversight of the withdrawal management services by the Governance Committee as provided in Section 4.E.iii above. VENDOR represents and acknowledges that VENDOR is engaged in providing these types of services for persons or entities other than the Contributing

Parties, and VENDOR is not required to provide services exclusively to the Contributing Parties during the term of this Agreement.

C. Invoicing Contributing Entities. VENDOR will send annual invoices to each Contributing Entity for its respective share of the Collective Contribution as determined by the Governance Committee. VENDOR shall use the Collective Contribution funds for the provision of those Services defined above only.

D. Billing Non-Contributing Partner Opportunities. VENDOR will bill services to Medicaid, private pay, private insurance, or other referring organizations at every applicable opportunity.

E. Operation of Facility. The withdrawal management facility shall be operated under the exclusive control, direction, and supervision of VENDOR. All clinical decisions, including admissions, denials, appropriate treatment course and discharge planning will be at the professional discretion of VENDOR. VENDOR is encouraged to work with community partners in creating the most effective plan and follow-up services for SSWM clients.

F. Responsibility for Patients. VENDOR accepts responsibility for persons admitted to their facility while in their facility. As participation in SSWM is voluntary, VENDOR is not responsible for persons who leave the facility prior to discharge except to notify local authorities of any concerns for the client's or community's health or safety.

G. Licenses and Certifications. VENDOR certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the Services and/or deliver the supplies covered by this Agreement. VENDOR warrants that it will maintain all necessary licenses, certificates, approvals, insurance permits, etc. required to properly perform this Agreement. Additionally, all employees of VENDOR performing Services under this Agreement shall hold the required licenses or certifications, if any, to perform their responsibilities hereunder. Any revocation withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for VENDOR to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Entities for default. At the time of Agreement execution, VENDOR shall provide evidence of the following licenses: non-hospital detoxification facility license from the Office of Behavioral Health. VENDOR shall notify the Contributing Entities immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.

H. Indemnification of Contributing Entities. VENDOR agrees to defend, indemnify, and hold harmless each Contributing Entity including their elected and appointed officials, employees, contractors, and agents, from and against any cost (including reasonable attorneys' fee), claim, damage, or liabilities of any kind, including but not limited to, personal injury or property loss, incurred because of any act or omissions by VENDOR, or its employees, agents, subcontractors, or assignees arising out of VENDOR's provision of Services hereunder and the operation of the facility.

I. Insurance Requirements. VENDOR shall obtain and maintain during the term of this Agreement, professional liability insurance in the following amounts:

i. Professional liability insurance with limits or liability in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The policies shall include a "tail" covering acts of occurrences during the term of this Agreement as to which a claim may be asserted after termination of this Agreement.

ii. Each of the Contributing Entities shall be named as additional insured on all liability policies, except for any professional liability insurance policy.

iii. The insurance shall include provisions preventing cancellation without 60 days prior to notice to the Contributing Entities.

iv. VENDOR shall provide certificates showing adequate insurance coverage to the Governing Committee within 7 working days of contract execution, unless otherwise provided.

J. Independent Contractor. VENDOR is an Independent Contractor, not an employee of the Contributing Entities. VENDOR is responsible for complying with all employment laws and insurance laws relating to its own employees. VENDOR is and shall remain a separate and distinct entity from the Contributing Entities; the business operations of the Contributing Entities shall in no way combine with the business operations of VENDOR. This Agreement does not create and is not intended to create a joint venture or tother such relationship between or among one or more to the Contributing Entities or among the Contributing Entities and VENDOR

K. Use of Funds. Any funds contributed by a Contributing Entity shall only be used for the startup and ongoing operation of the Services and shall not be used for any other purpose.

6. Termination.

A. Withdrawal by a Contributing Entity. Any Contributing Entity may withdraw from participation in the Agreement for any reason by providing written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. If one Contributing Entity terminates its participation via withdrawal, each of the other Contributing Entities has until the later of ninety (90) days before the end of the then-current calendar year or ten (10) days after receipt of the notice of termination from the first Contributing Entity to terminate its own participation in the Agreement. Notwithstanding such termination of participation, any Contributing Entity electing to terminate its participation in the Agreement shall remain obligated for its share of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed to be effective at the end of the then-current calendar year.

B. Termination by VENDOR. VENDOR may terminate its provision of the Services, with or without cause, by providing written notice to the Contributing Entities not less than one hundred twenty (120) days prior to the end of the current calendar year. In the event of termination by VENDOR, the Collective Contribution shall be paid to VENDOR by the Contributing Entities or refunded by VENDOR to the Contributing Entities, as applicable and necessary, so that VENDOR is paid for its Services to the actual termination date, not more or less.

C. Termination by the Contributing Entities.

i. Without Cause. The Contributing Entities may terminate the Agreement without cause upon majority vote of the then current Contributing Entities and the provision of written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. Notwithstanding such termination, the Contributing Entities shall individually and collectively remain obligated for payment of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed effective at the end of the then-current calendar year.

ii. For Cause. The Contributing Entities may terminate the Agreement for cause if VENDOR has defaulted or violated the terms of this Agreement. The Contributing Entities shall provide VENDOR written notice of default/violation and allow VENDOR thirty (30) days within which to cure the default/violation to the satisfaction of the then current majority of the Contributing Entities. Failure to timely cure the default/violation will result in the termination of the Agreement for cause, which shall be effective ninety (90) days after the date of the written notice of default/violation.

7. Incorporation of Terms. Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Contributing Entities and any or all other Contributing Entities hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of funding collaborative and detoxification and withdrawal management facility services.

8. Third Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the Contributing Entities and VENDOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Contributing Entities and VENDOR that any such person or entity, other than the Contributing Entities or VENDOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9. Assignability. This agreement is not assignable by any Party hereto.

10. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and all other promises and agreements regarding this Agreement, whether oral or written, are merged herein.

12. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

13. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods: (1) hand-delivery or (2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each Party, by notice sent under this paragraph, may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Mind Springs Health:	*Elizabeth Tice, Chief Operating Officer* *515 28 3/4 Road, Grand Junction, CO 81501* Phone: 970-683-7159 Email: etice@mindspringshealth.org;
Valley View Hospital Association:	*Brian Murphy, MD, Chief Executive Officer* *PO Box 1970, Glenwood Springs, CO 81602* Phone: 970-384-6600 Email: Brian.murphy@vvh.org
Grand River Hospital District:	Teresa Wagenman, Controller 501 Airport Road, Rifle, CO 81650 Phone: 970-440-4131 Email: twagenman@grhd.org
Town of Carbondale:	*Lauren Gister, Town Manager* *511 Colorado Avenue, Carbondale, CO 81623* Phone: 970-510-1207 Email: lgister@carbondaleco.net
City of Glenwood Springs:	*Jenn Ooton, Assistant City Manager* *101 W. 8th Street,* *Glenwood Springs, CO 81601* Phone: 970-384-6404 Email: jenn.ooton@cogs.us
Town of New Castle:	*David Reynolds, Town Administrator* *PO Box 90, New Castle, CO 81647* Phone: 970-984-2311 Email: dreynolds@newcastlecolorado.org
Town of Silt:	*Jeff Layman, Town Administrator* *231 N. 7th Street, Silt, 81652*

Phone: 970-876-2353 ext. 103
Email: jlayman@silt.org

City of Rifle: *Tommy Klein, City Manager*
202, Railroad Ave, Rifle, CO 81650
Phone: 970-665-6409
Email: tklein@rifleco.org

Town of Parachute: *Travis Elliot, Town Manager*
222 Grand Valley Way, Parachute, CO 81635
Phone: 970-665-1147
Email: telliott@parachutecolorado.com

Garfield County: *John Martin, Chair of BOCC*
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Phone: 970-945-1377
Email: jmartin@garfield-county.com

County Attorney
108 8th Street, Suite 219
Glenwood Springs, CO 81601
Phone: 970-945-9150
Email:

14. Government Immunity. The Parties agree and understand that all governmental entities that are parties to this Agreement are relying on and do not waive the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq*., as from time to time amended, or otherwise available to the Parties or any of their officers, agents, or employees.

15. Current Year Obligations. The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the Parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the Parties' bonds or any obligations payable from any class or source of each individual party's money.

16. Binding Rights and Obligations. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. Agreement Made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court, 9th Judicial District, in and for Garfield County, Colorado.

18. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

19. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

20. Counterparts. This Agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

In Witness Whereof, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

MIND SPRINGS HEALTH:

____
Elizabeth Tice, Chief Operating Officer

VALLEY VIEW HOSPITAL ASSOCIATION:

____
Brian Murphy, MD, Chief Executive Officer

GRAND RIVER HOSPITAL DISTRICT:

____
Terry Collins, Chief Financial Officer

TOWN OF CARBONDALE:

____
Ben Bohmfalk, Mayor

CITY OF GLENWOOD SPRINGS:

____

Jonathan Godes, Mayor

TOWN OF NEW CASTLE:

____

Art Riddile, Mayor

TOWN OF SILT:

____

Jeff Layman, Town Administrator

CITY OF RIFLE:

____

Ed Green, Mayor

TOWN OF PARACHUTE:

____

Travis Elliot, Town Manager

GARFIELD COUNTY:

____

John Martin, Chair of BOCC

Attachment A

Cash Funding for 2023. The respective Contributing Partner councils and trustees represent that they have lawfully appropriated an amount sufficient to pay Mind Springs Health the following:

1. The Town of Carbondale agrees to pay agrees to pay $10,000 towards the cost for the provision of detoxification and withdrawal management services.

2. The City of Glenwood Springs agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

3. The Town of New Castle agrees to pay $10,000 towards the cost for the provision of detoxification and withdrawal management services.

4. The Town of Silt agrees to pay $2,000 towards the cost for the provision of detoxification and withdrawal management services.

5. The City of Rifle agrees to pay $40,000 towards the cost for the provision of detoxification and withdrawal management services.

6. The Town of Parachute agrees to pay $2,000 towards the cost for the provision of detoxification and withdrawal management services.

7. Valley View Hospital agrees to pay $100,000 towards the cost for the provision of detoxification and withdrawal management services.

8. Grand River Hospital District agrees to pay $12,500 towards the cost for the provision of detoxification and withdrawal management services.

9. Garfield County agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	City Manager
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd, Terri Partch
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	We prepared the attached memo in the event Council is asked about the South Bridge Noise wall in Cardiff Glen.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	Staff recommends leaving the project design as is.

South Bridge Noise Wall

Due to Federal earmark funding for the South Bridge project an environmental assessment is required for the overall project. A noise analysis is included in the environmental assessment for all project areas. The noise analysis is based on increased traffic and increased speed. Overall the traffic on airport road will increase, and therefore noise will increase, although the speeds will still be low (posted at 25 with traffic calming). There are two factors that determine whether a noise wall is included in the project.

- Whether the noise wall can reduce the traffic noise by at least 5db
- Whether the residents that could be benefitted by the noise wall say that they want it to be constructed.

The residents that would be benefitted by the noise wall have voted three times in favor of the wall. We have also had two residents come to the City Council to say that they don't want the noise wall and believe that it is unwarranted based on the volume of traffic. They have asked that we reevaluate the traffic analysis for the project.

Staff has spoken with the consultant about reviewing and revising the traffic analysis. The consultant believes that multiple steps would need to be taken:

- Review of the traffic analysis, including potentially removing development at Sunlight Ski area and adding new development of the Bershenyi Ranch
- Revision of the Environmental Assessment
- Review of the double left turn lane length on SH 82

All of these steps would have additional cost and would cause delay to the project.

Staff also recognizes that even if the traffic analysis were to be reduced and the noise wall eliminated, the residents that support the construction of the noise wall in Cardiff Glen would likely be angry about the reanalysis and revision and would likely want the wall anyway.

For the reasons above, staff feels like the City should not revise the traffic study and allow the project to continue as currently designed.

City Council
STAFF REPORT
City of Glenwood Springs
October 6, 2022

Agenda Item:	Executive Session to receive legal advice regarding a Can and Will Serve Letter for Roaring Fork Transit Authority (RFTA) and also including the Power Pathway Project
Action Requested:	Direction
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	This executive session is to receive legal advice around a request for water service.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	Legal will update Council in executive session
Staff Recommendation:	NA