



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JUNE 1, 2023
101 W. 8TH STREET
6:15 p.m.

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@coqs.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@coqs.us.

WORK SESSION

2:30	1. Financial Advisory Board Joint Work Session	Information/Discussion
3:00	2. Tourism Management Board Joint Work Session	Information/Discussion
3:30	3. River Commission Joint Work Session	Information/Discussion
4:00	4. Glenwood Devolution - US Highway 6 and I-70 Frontage Road	Information/Discussion
4:45	5. Downtown Design Overlay	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

When: Jun 1, 2023 06:00 PM Mountain Time (US and Canada) Topic: 2023/6/01 Regular City Council Meeting

Please click the link below to join the webinar: <https://us02web.zoom.us/j/82164134876?pwd=bmU5Y2lKaTBbBi8xalBtTGJlplRZz09>

Passcode: 336531 Or One tap mobile: +17193594580,,82164134876# US +16699006833,,82164134876# US (San Jose) Or Telephone:

Dial(for higher quality, dial a number based on your current location): +1 719 359 4580 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 444 9171 US +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) Webinar ID: 821 6413 4876

International numbers available: <https://us02web.zoom.us/j/82164134876?pwd=bmU5Y2lKaTBbBi8xalBtTGJlplRZz09>

REGULAR SESSION

6:15	6. Roll Call	
	7. Agenda Changes & Conflicts	
	8. Council Announcements	
	9. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	10. Consent Agenda	Discussion and/or Action
	A. May 18, 2023 Council Minutes	
	B. Arts and Culture Board Appointment	
	C. Pay as You Throw Mountain Waste and Recycling Agreement	
	D. Award Request for Qualification 2023-24Q Modular Office Building	
	E. Safe Streets and Roads for All (SS4A) Intergovernmental Agreement (IGA)	
	F. Scoping Letter for Thompson Divide Withdrawal and Request to be Cooperating Agency	
	G. Change Order: Request for Proposal Alpine Slide 2022-28P	
	H. Approval of Change Order to Citywide Paving Contract	

I. Red Mountain WSP Debris Flow Modeling and Design

ACTIONS AND/OR PRESENTATIONS

- | | |
|--|--------------------------|
| 11. Financial Advisory Board Grant Awards | Discussion and/or Action |
| 12. Online Utility Billing Rollout | Discussion and/or Action |
| 13. Ordinance 2023-09; Downtown Design Overlay | Discussion and/or Action |
| 14. Summer Events and Activities | Discussion and/or Action |
| 15. Council Comments | |
| 16. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |

- | | |
|-----------------------|--------------------------|
| 17. Executive Session | Discussion and/or Action |
|-----------------------|--------------------------|

An executive session pursuant to Colorado Revised Statute 24-6-402(4)(b),(d),(e) and (f),(I) regarding conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators, more specifically Mitchell Cooper Water. Specialized details of security arrangements or investigations, where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law. Regarding personnel matters which no employee has requested be in an open meeting; more specifically, the City Manager's Performance Objectives.

18. Adjournment



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Financial Advisory Board Joint Work Session
Action Requested:	Financial Advisory Board Joint Work Session
Department:	City Administration
Presented By:	Steve Boyd, Yvette Gustad
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	This is the annual joint meeting with Council. The Board has submitted its budget letter and grant award recommendation which are attached. This is a chance for Council to ask any questions or make any requests of the Board. Members: Dan Sullivan (Chair) Ksana Oglesby Spencer Graff Sal Rico Asha John Mike McCallum attends meetings as he is able and is considered a non-voting member of this board. The primary liaison is Councilor Schacter and the alternate is Mayor Pro Tem Dehm.
Issues:	NA
Fiscal Impact:	We received \$600,000 in requests this year, more than twice as much as ever before because more organizations are becoming aware of the program. Between the Tourism Fund, A&I Fund and what was carried forward from 2022 the Board had \$383,344 available to award which means many organizations did not receive their full request. This recommendation totals \$356,715 which would leave \$26,629 available for future awards.
Legal Review:	Legal has reviewed the grant contract.
Staff Recommendation:	Staff supports the Board's recommendation.

2023 FAB Grant Worksheet

Amount carried from 2022	\$118,596
Amount from A&I	\$195,547
Amount from Tourism	\$69,201
Total Available	\$383,344

Organization Name	Contact Name	Grant Amount Requested	FAB	Council Approved
A Way Out, Inc	Becky Gordon	\$4,500	\$4,500	
Access AfterSchool	Deb Rice	\$10,000	\$10,000	
Andy Zanca Youth Empowerment Program	Beth Wyson	\$3,600	\$3,600	
Aspen Public Radio	Breeze Richardson	\$10,000	\$0	
Aspen Science Center	Addison Hobbs	\$5,000	\$5,000	
Bridging Bionics Foundation	amanda boxtel	\$5,000	\$0	
Catholic Charities	Marian McDonough	\$30,000	\$10,000	
College Outreach	Tania Bantay	\$3,000	\$3,000	
Colorado Animal Rescue	Dacia Ryder	\$20,000	\$2,000	
Colorado High School Cycling League	Kate Rau	\$30,000	\$10,000	
Dance Initiative	Megan Janssen	\$6,500	\$6,500	
Downtown Development Authority	Jillian Sutherland	\$3,615	\$3,615	
Early Childhood Network	Kelly Esch	\$50,000	\$5,000	
Garfield County Public Health	Joshua Williams	\$12,000	\$0	
Glenwood Springs Arts Council	Laurie Chase	\$5,000	\$1,500	
Glenwood Springs Chamber Foundation	Angie Anderson	\$20,000	\$5,000	
Glenwood Springs Citizens' Alliance	Heather McGregor	\$5,000	\$5,000	
Glenwood Springs Summer of MusiC	Ann Olson	\$25,000	\$25,000	
Glenwood Springs Youth Hockey Association	T.K. Kwiatkowski	\$20,000	\$10,000	
Great Expectations	Andrew Romanoff	\$8,780	\$5,000	
High Country Volunteers	Mary Moon	\$4,500	\$4,500	
HomeCare & Hospice of the Valley	Tricia Williams	\$7,500	\$7,500	
Junior Achievement of the Roaring Fork Valley	Kristen Nunez	\$5,000	\$5,000	
Lift Up	Trudie Biggers	\$50,000	\$25,000	
Literacy Outreach	Martha Fredendall	\$5,000	\$4,000	
Middle Colorado Watershed Council	Shelbi Bauer	\$9,000	\$7,500	
Mountain Family Health Centers	Carolyn Hardin	\$15,000	\$15,000	
Mountain Valley Developmental Services, Inc.	Ksana Oglesby	\$15,000	\$15,000	
River Bridge Regional Center	Mary Cloud	\$15,000	\$15,000	
Roaring Fork Kayak Club	Natalie Kellum	\$12,000	\$10,000	
Roaring Fork Outdoor Volunteers	Rebecca Schild	\$7,500	\$7,500	
Roaring Fork School District. GWS High School	Annie Bell	\$2,000	\$2,000	
Raising A Reader Aspen to Parachute	Suzanne Wheeler-Del	\$5,000	\$5,000	
Salvation Army Glenwood Springs Service Center	Kaitlyn Coler	\$25,000	\$10,000	
Smiling Goat Ranch Inc	Sheryl O. Barto	\$10,000	\$10,000	
SoL Theatre Company	Danielle Taylor	\$2,500	\$2,500	
Sopris Barracuda Swim Team	Steve Vanderhoof	\$13,000	\$10,000	
Summit54	Terri Caine	\$30,000	\$10,000	
Symphony in the Valley	Alexandra Braeger	\$5,000	\$2,500	
The Buddy Program (TBP)	Mindi Cabe	\$10,000	\$7,500	
The Meeting Place	Daniel Benavent	\$2,000	\$2,000	
Thunder River Theatre Company	Sean Jeffries	\$5,000	\$0	
Valley Settlement	Sally Boughton	\$7,500	\$5,000	
VOICES	MinTze Wu	\$3,000	\$3,000	
West Elk Trails, Inc.	Tod Tibbetts	\$1,500	\$1,500	
West Mountain Regional Health Alliance	Cristina Gair	\$30,000	\$25,000	
Western Slope Veterans Coalition	Aide Munoz	\$5,000	\$5,000	
WindWalkers Equine	Gabrielle Greeves	\$10,000	\$5,000	
YouthZone	Carol Wolff	\$20,000	\$20,000	
Total Award		\$608,995	\$356,715	\$0
Amount Available		(\$225,651)	\$26,629	\$0

MEMORANDUM

TO: Glenwood Springs City Council
FROM: Financial Advisory Board
DATE: June 1, 2023
SUBJECT: **Annual Memo of Budget Considerations**



The Financial Advisory Board would like to offer the following comments to Council for consideration;

1. We believe that minimum Unallocated Contingency Reserves are appropriate in the following amounts:
 - a. \$2,500,000 in the Capital Projects Fund
 - b. \$3,000,000 in the A&I Fund
 - c. Minimum 35% of forecasted 2023 expenditures in the General Fund with an optimal target range of 40% to 45%.
2. As the City improves its parks and infrastructure ongoing maintenance will become more costly. The Board believes the budget should be built around these expenditures rather than allocating “what’s left over” to this purpose to continue service level improvements.
3. Maintain the existing \$1 million reserve in the General Fund for opposing Rocky Mountain Industrial’s plan to expand the mine.
4. We recognize the difficulty of attracting and retaining talent in this area and urge Council to prioritize employee compensation again this year. Our understanding is that the 5% increases you have awarded in each of the past two years has helped morale and retention, and we believe that to be around the right level again next year unless we see economic conditions develop to the contrary.
5. Appropriate \$500,000 in the A&I Fund and \$250,000 in the Capital Projects Fund as a contingency that staff can use for projects that need change orders or are otherwise slightly over budget. This will provide realistic budget numbers for the public and contractors, and still allow staff to make relatively small field decisions that increase the cost of one or more projects without unnecessary delays.
6. Increase the Interfund Cost of Service transfer from 2023 levels in all funds by 3% in 2024 to partially offset inflation.
7. The Street Tax is expiring on 12/31/2025 and it will take a vote to renew it. We believe that sales and use tax should be 1.0% instead of .5% to adequately maintain city streets, and should absolutely not be less than .75%. Additionally, a corresponding initiative to allow the City to borrow against this revenue should be included so you have that option should you choose to use it. Much progress is being made to repair and replace streets and the Board encourages Council to start the process of informing the community and activating Community on the Move well ahead of time.
8. In the City’s next election Council may want to consider one or more fiscal changes to the Charter. One example would be to increase the amount of a purchase that requires a public bid from \$25,000. That number was inserted in the Charter in 1991 and has no provision for inflationary increases. A

procurement of less than \$100,000 consumes staff time and can irritate vendors who have to spend substantial resources in the proposal submittal process, with little or no reduction in cost to the City than if a standard selection process is used. The Board would be happy to look at any other Charter provisions that Council would like to review for potential change.

Thank you for allowing the Financial Advisory Board the opportunity to participate in the development of the 2024 budget.

Sincerely,

Financial Advisory Board

Dan Sullivan, Chair

Asha John

Ksana Oglesby

Sal Rico

Spencer Graff

Note: Resident Mike McCallum attends as he is able and serves as an unofficial, non-voting member of this board.



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Tourism Management Board Joint Work Session

Action Requested: NA

Department: City Administration

Presented By: Lisa Langer, Steve Boyd

Strategic Goals: Generate Sustainable Economic Development

Background Info: Yearly work session with City Council. The non-Council participants will be Justin Bishop, Sharon Brady, Loretta Ayala, Justine Smith, Mike Mercatoris, Taylor James, Heather Montross-Cowan, and Patrick Drake. The Council Liaison to the Tourism Management Board is Councilor Weimer and Councilor Zalinski is the Alternate.

Issues: A tourism update is attached.

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



Tourism Management Board



Tourism Management Board

Vision

Be the preferred regional tourism destination.

Mission

Manage marketing and responsible promotion for the Glenwood Springs area to benefit the local economy, enhance residents' quality of life, and protect natural resources.

Board Make-up

Amended by City Council May 20, 2021

Two (2) representatives from tourism-related businesses located within the city;
Two (2) representatives from lodging businesses located within the city;
One (1) representative from restaurant or retail businesses located within city;
One (1) representative from the Glenwood Springs Chamber Resort Association; and
Three (3) citizens, who are residents of the city that may have a financial interest in a tourism-related business.



Visit Glenwood Springs...

the Tourism Department of GSCRA

Tourism Management Board of Directors:

Patrick Drake, Chair ~ Blue Sky Adventures – *Citizen/Resident*
Taylor Thulson, Vice Chair ~ Hotel Colorado – *Lodging*
Sharon Brady, Treasurer ~ Cooper Wine & Spirits – *Citizen/Resident*
Kevin Kennedy ~ Residence Inn & Courtyard by Marriott – *Lodging*
Heather Montrose-Cowan ~ Defiance Rafting – *Citizen/Resident*
Loretta Ayala ~ Glenwood Hot Springs Resort – *Tourism*
Justine Smith ~ Rocky Mountaineer – *Tourism*
Justin Bishop ~ Bluebird Cafe – *Restaurant*
Mike Mercatoris ~ Grind – *GSCRA Board Representative*
City Council Liaisons ~ Mitchell Weimer & Erin Zalinski (Alt.)



Visit Glenwood Springs Staff

Lisa Langer, Director of Tourism & Heidi Pankow, Tourism Project Manager

- Staff of the Glenwood Springs Chamber Resort Association
- Manage all aspects of tourism marketing, public relations, and industry & partner outreach for city of Glenwood Springs.





PANDEMIC RECOVERY



2021 GovCon Outstanding
Community Tourism Initiative



DMA West Best Ideas Winner 2022





Marketing Updates - Placements

CONNECTED TV

Disney+, HULU, ESPN,
Tremor (Front Range, Salt Lake, Grand
Junction)

ALTITUDE

Game Flow
Ticker
Billboards
Endzone Digital Takeover

RADIO

Traffic Radio (Denver)
Hispanic Radio (Denver)
Spot Radio (Summit/Eagle
County/Aspen)

DIGITAL BANNERS, NATIVE LISTINGS, LANDING PAGES

Programmatic, VRBO, Expedia, Kayak

TRIP ADVISOR

Native Units, Video (Front Range, Salt Lake City, Grand Junction,
International - Germany & UK)

UNIDOS (Front Range, Salt Lake City, Grand Junction)

:15 Radio (Spanish)
Banners (Spanish)

PULPO (Front Range, Salt Lake City, Grand Junction) Video (Spanish)

VIDEO

Aspen Pitkin Co. Airport
Eagle-Vail Airport

GOOGLE ADS

CO, AZ, CA, FL, GA, IL, MN, NY, TX, UT



Marketing Updates - Winter



International Banners - UK & Germany (in native language)





Marketing Updates - Winter



G





Marketing Updates - Spring

The snow is gone
FASTER



Spring in
**GLENWOOD
SPRINGS**

The flowers bloom
QUICKER



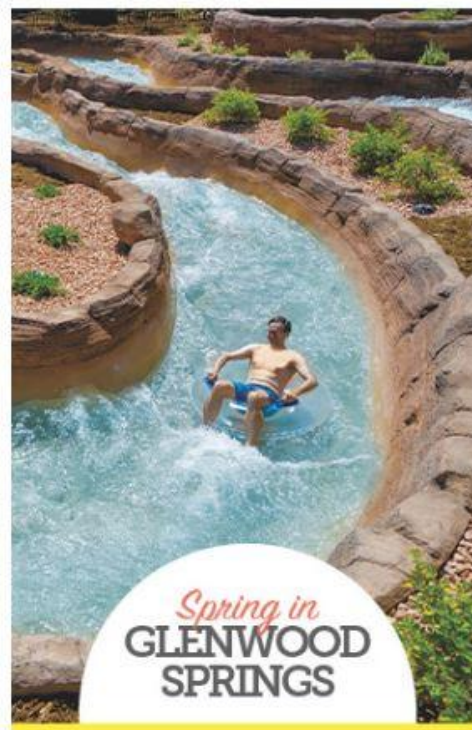
Spring in
**GLENWOOD
SPRINGS**

The sun shines
BRIGHTER



Spring in
**GLENWOOD
SPRINGS**

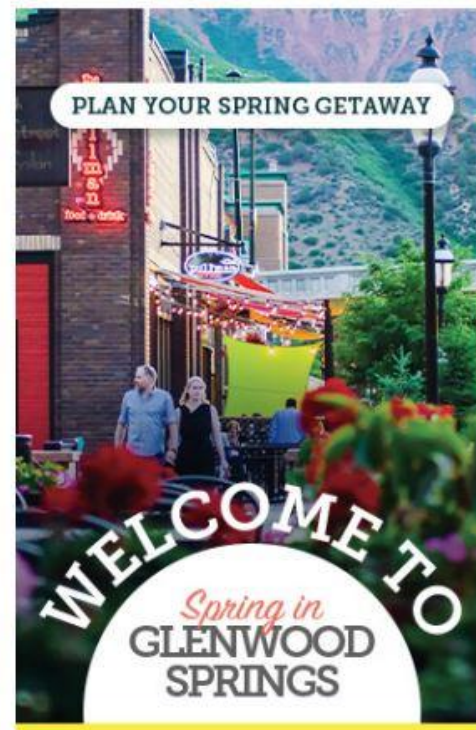
The fun starts
SOONER



Spring in
**GLENWOOD
SPRINGS**



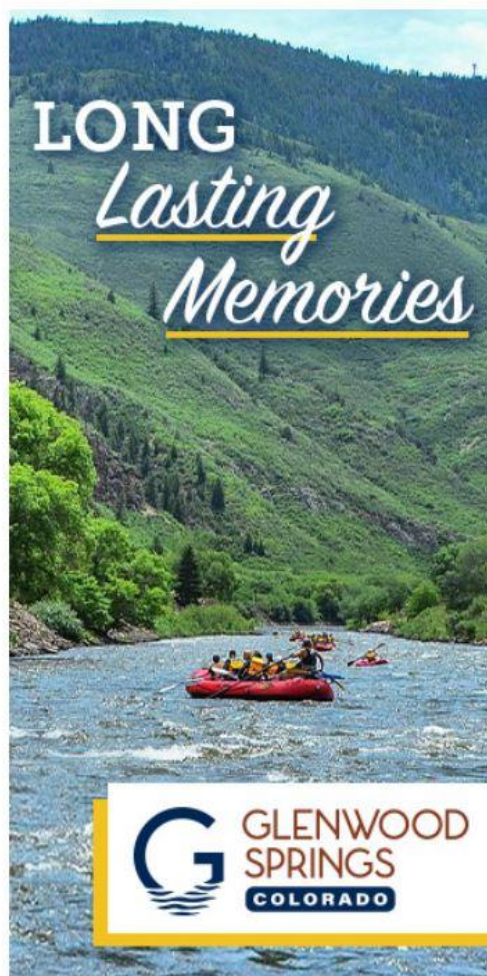
PLAN YOUR SPRING GETAWAY



WELCOME TO
Spring in
**GLENWOOD
SPRINGS**

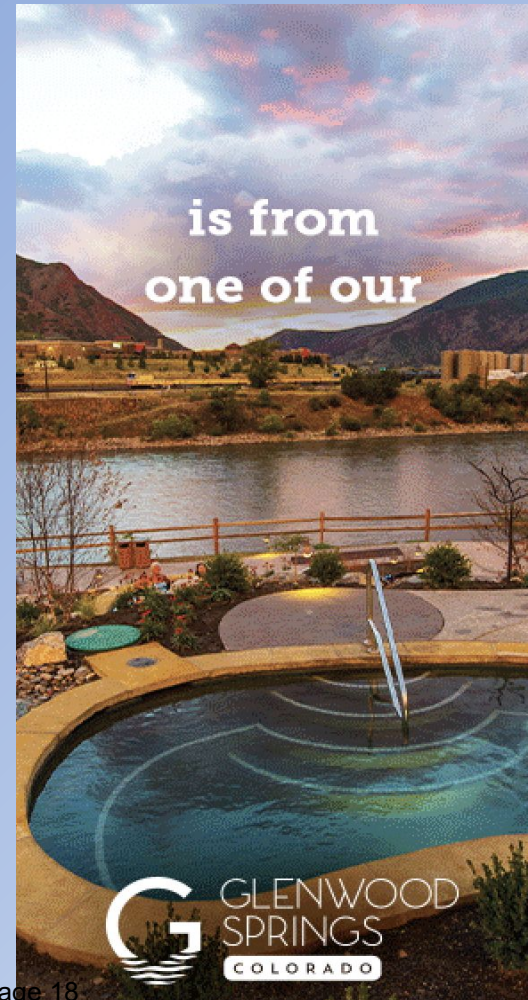


Marketing Updates - Summer Day-Trippers





Marketing Updates - Fall





Marketing Updates - Fall Spanish





Marketing Updates - Videos

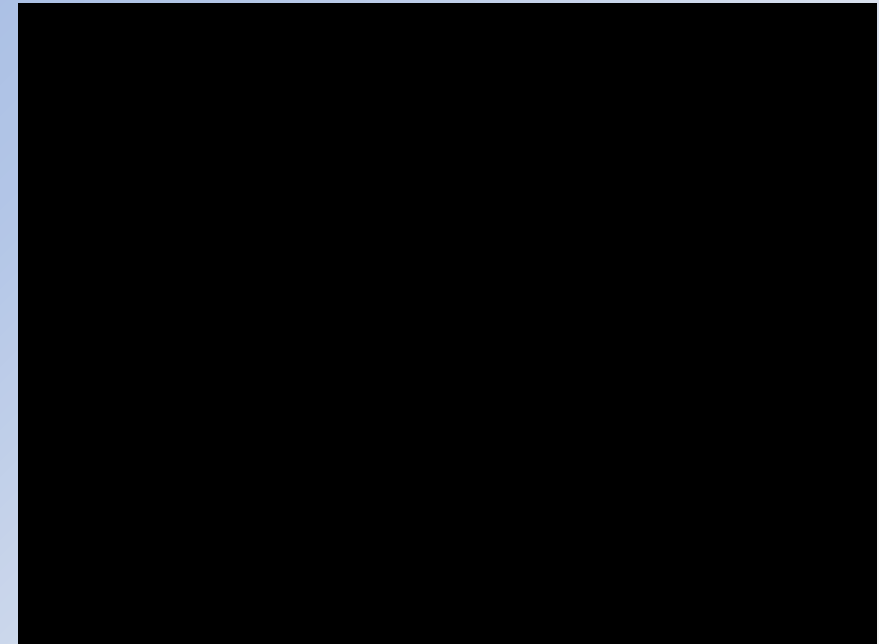
Winter Video



Spring Video



Fall Video

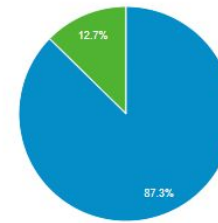




Website & Social Stats



New Visitor Returning Visitor



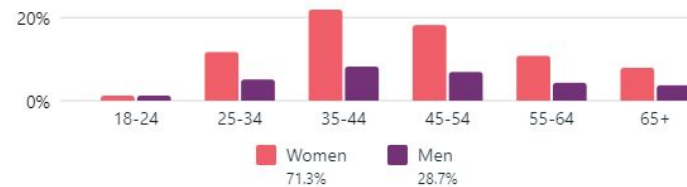
Country	Users	% Users
1. 🇺🇸 United States	316,187	95.82%
2. 🇬🇧 United Kingdom	2,183	0.66%
3. 🇨🇦 Canada	1,948	0.59%
4. 🇩🇪 Germany	1,450	0.44%
5. 🇮🇳 India	756	0.23%
6. 🇦🇺 Australia	629	0.19%
7. (not set)	609	0.18%
8. 🇫🇷 France	506	0.15%
9. 🇲🇽 Mexico	481	0.15%
10. 🇳🇱 Netherlands	388	0.12%

Audience ⓘ

Facebook Page followers ⓘ

75,874

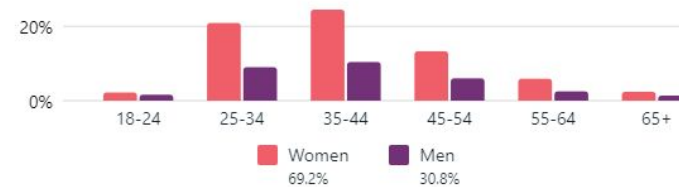
Age & gender ⓘ



Instagram followers ⓘ

22,588

Age & gender ⓘ



See audience report

Reach

Compare your reach from this period to the previous one.

Facebook Page reach ⓘ

102,527 ↑ 15.2%

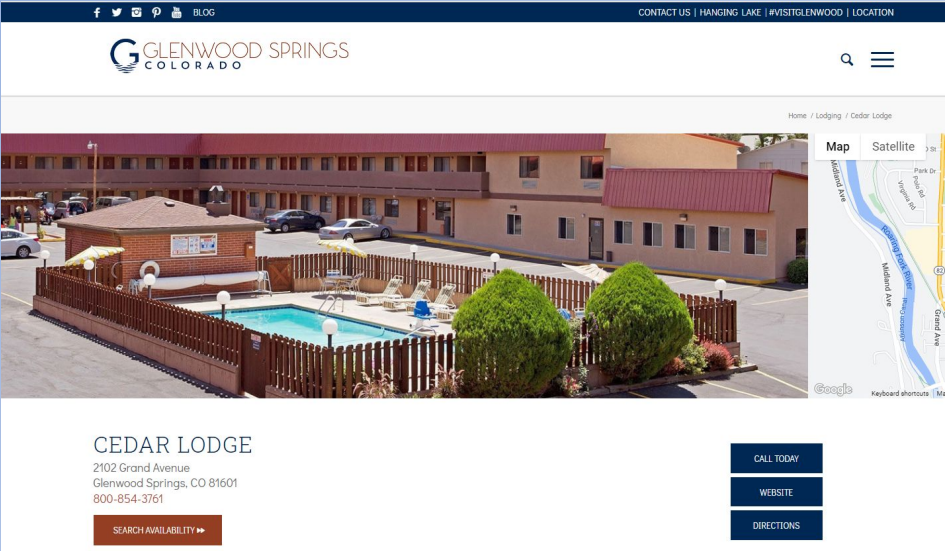
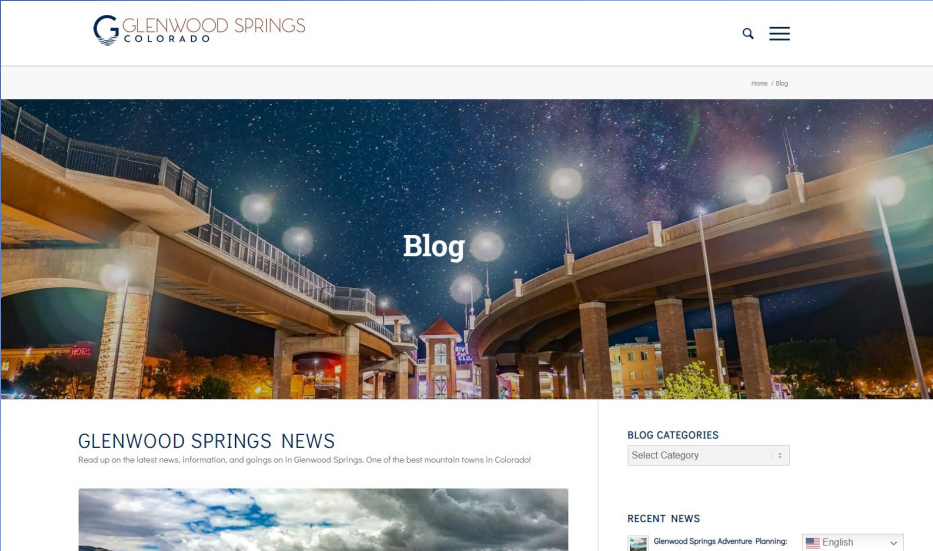
Instagram reach ⓘ

15,352 ↑ 30.7%

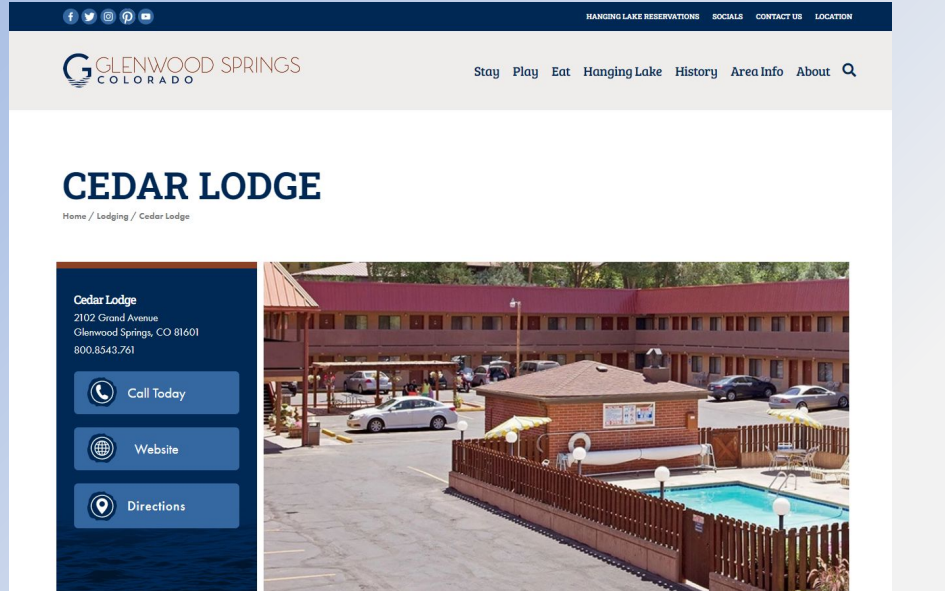
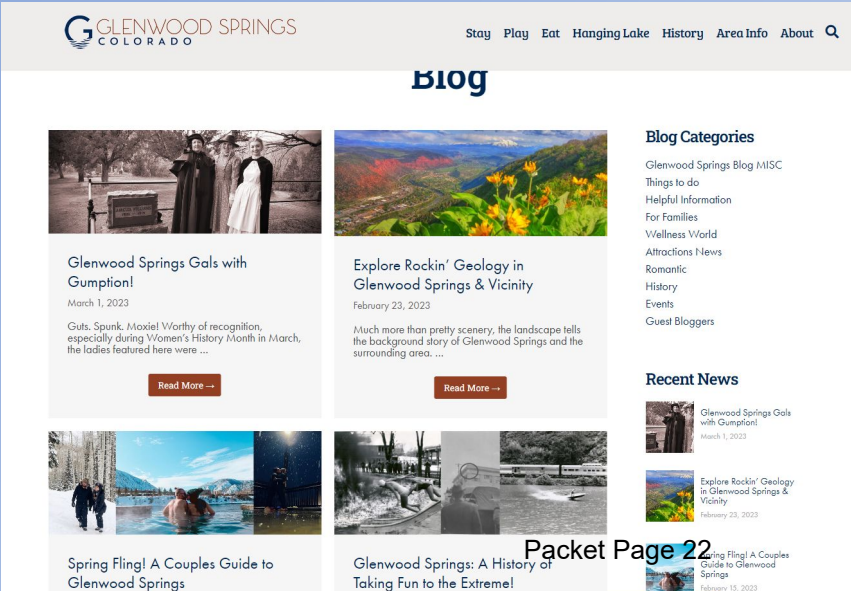


Website Refresh

CURRENT



NEW

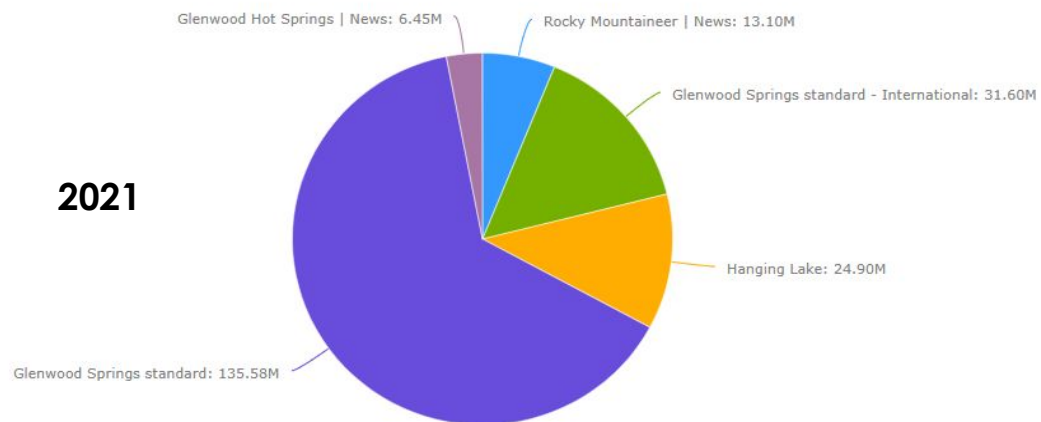




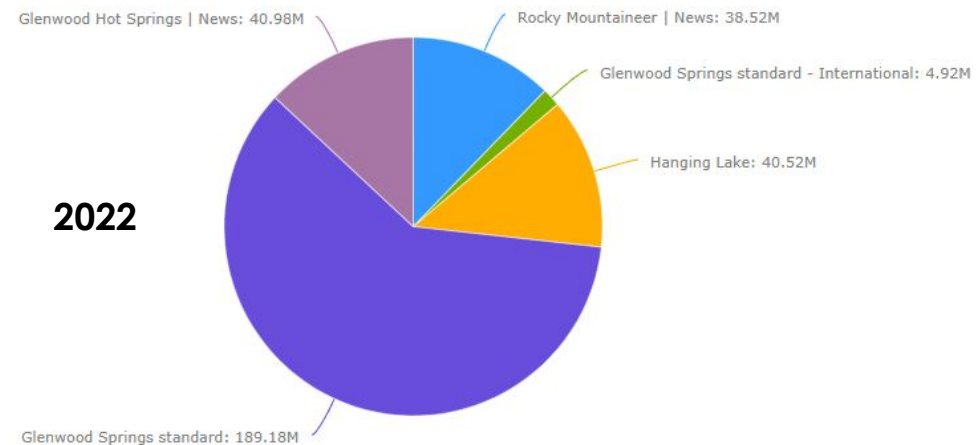
Media Advantages - AVE

AVE (Advertising Value Equivalency) attempts to measure the value of earned media coverage by assessing how much it would cost to buy ad placements of a similar size. As editorial pieces often draw more attention and engender more trust than purchased placements, the baseline advertising cost is then often given a multiplier.

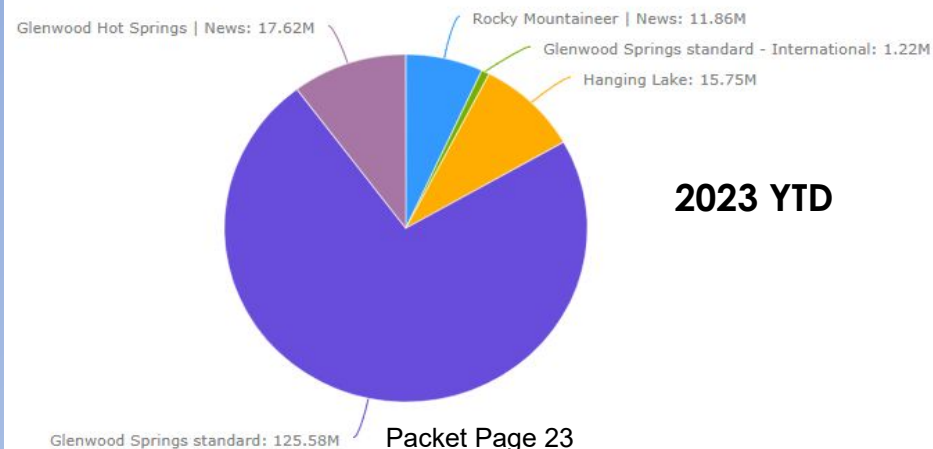
2021



2022



2023 YTD



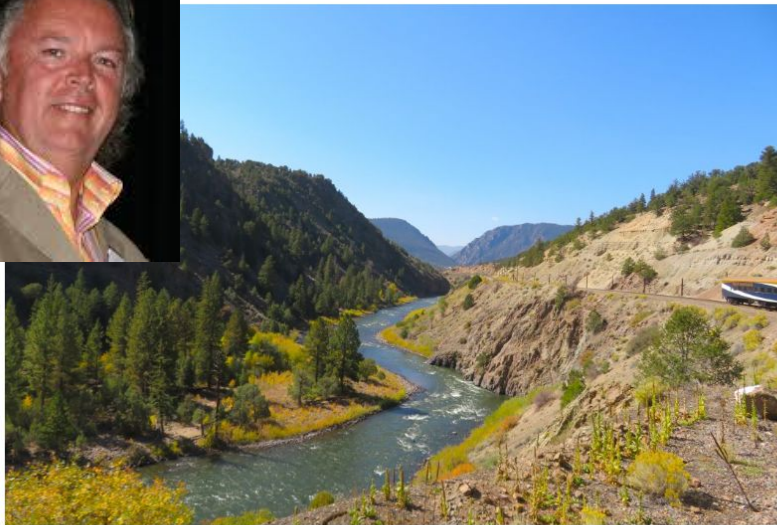


Media Visits & Outcomes

Red Rocks to Rockies – Riding the rails in luxury

Wednesday, Apr 20, 2022 0

travelmole
Unearthing travel news since 1999



by Graham McKenzie

It's not often that you get to tick off not one, not two, but three bucket list items in one trip.



Caves. These are natural underground hot

presentations of locally sourced protein and produce.

When it comes to choosing your home base for your explorations of Glenwood Springs, you have plenty of options within walking distance of downtown and the Glenwood Hot Springs Resort, including the AAA Three Diamond Hampton Inn Glenwood Springs, AAA Three Diamond Holiday Inn Express Glenwood Springs and AAA Three Diamond Glenwood Hot Springs Resort itself.

DAY 2 Mountain Adventure

Start the day with a Glenwood Gondola ride



The waters draw visitors to Glenwood Springs, and the scenic soaks and thrilling adventures keep them coming back. Travel writer Julie Bielenberg loved the town so much that she moved there. Here are three unforgettable days in her city.



Packet Page 24

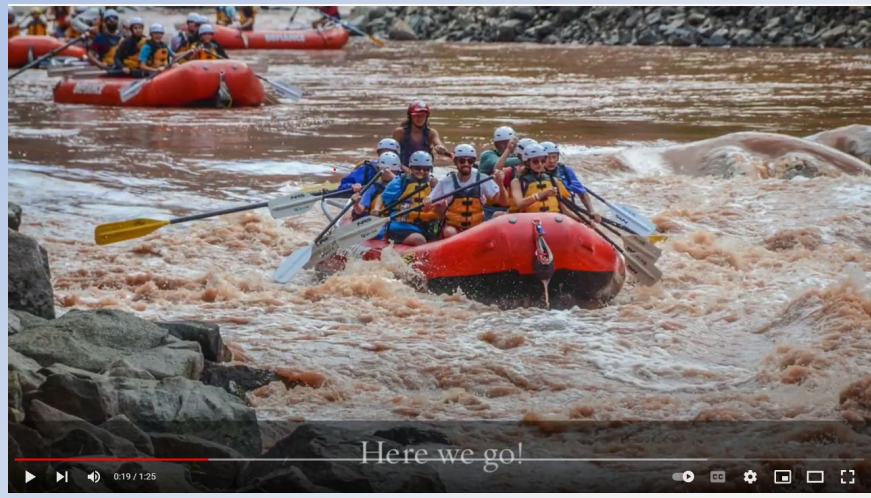
DAY 1 Glenwood Hot Springs Resort

Arrive in the morning and head straight to Glenwood Springs' most popular attraction, Glenwood Hot Springs Resort (page 10, top photo), also known as the pools. The town is famous for its massive hot springs pool. Opened in 1888 as a medicinal hot spring bath, the Yampah Spring produces 3.5 million gallons of water per day at a temperature of 122 F. The water is cooled to 104 F for the hot tub-like Therapy Pool and cooled even further to the bathwater-warm temperature of 90 to 93 F for the main pool.

Glenwood

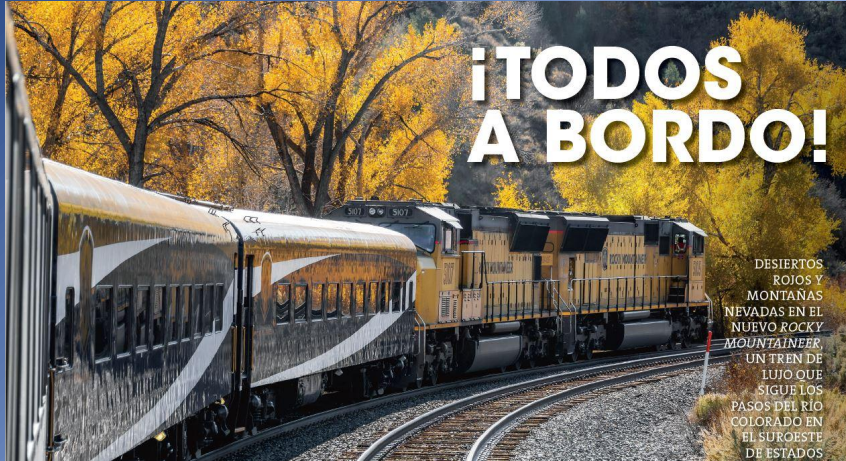


MEDIA VISITS & OUTCOMES





Rocky Mountaineer Success



Marck Guttman - AeroMexico Vacations, October 22 Edition



CTO International Group on Rocky Mountaineer - 10-20-2021





International Coverage

CTO International Reps - UK, Germany, France, Mexico, Australia



Marlene Neidert represented Glenwood Springs in November 2022 for the CTO German Mission



Aaron Millar Podcast - UK Family Traveller:
Media Value \$18,850 for a \$4,000 investment!



Glenwood Springs: a Family Adventure Through Colorado's Wild West Town



Follow travel writer Aaron Millar and his family on a journey through Colorado's most beautiful mountain towns.

[Read More](#)





International Coverage

Germany CTO Co-op
Argus Reisen

Australia CTO Co-op Signature Travel

Soak in our hot springs.
Play in our mountains.



Welcome to Glenwood Springs, Colorado, USA. Tucked away in the heart of the magnificent Rocky Mountains, this is the hot springs capital of Colorado. Here you can soak in the scenic beauty of the mountains as you soak in our mineral-rich geothermal attractions, including the world's largest hot springs pool. Glenwood Springs is genuine Colorado, where you'll find all the outdoor recreational opportunities and history of the American West. Visit Glenwood.com



Jump into Glenwood Springs

Brimming with mild to wild adventures for all ages, gorgeous Glenwood Springs, Colorado, is an outdoor wonderland.

Ideally located along the Colorado Hot Springs Loop between Aspen and Vail, you'll find plenty of fun-fueled outdoor action in Glenwood Springs.

Soak and splash

Soaking, swimming and splashing in the magical waters of the hot springs at Glenwood Hot Springs Resort, the world's largest mineral hot springs pool, has to be on the to-do list. The historic pool has been drawing visitors since 1888 and it's not just for grown-ups.

Kids can race along Shoshone Chutes, a river ride full of twists, turns and watery thrills, or frolic in the Sopris Splash zone with its water slides and kids' pool.

Iron Mountain Hot Springs is another great spot for soaking. With more than two dozen mineral pools terraced along the bank of the Colorado River, little ones can join their parents to soak in the freshwater pool and elevated jetted tub.

Outdoors galore

Hanging Lake is a vividly hued lake suspended on the edge of a cliff in Glenwood Canyon in the White River National Forest. The 1.9-kilometre trail to the extraordinary lake and falls is steep, rigorous and rocky, but your first sight of the National Natural Landmark will make it worth the effort. Note that this is a permitted hike and reservations are required from VisitGlenwood.com/hanginglake to visit.



Of course, there's a lot of history in these parts. To introduce the kids to the tales of the old west take the Doc Holiday Trail, a short hike up Lookout Mountain to the Linwood Pioneer Cemetery, the final resting place of infamous dentist turned gunslinger, John Henry 'Doc' Holiday.

Saddle up at spectacular Bair Ranch for all-age trail rides led by expert guides through cascading groves of aspen trees between the White River National Forest and the walls of Glenwood Canyon. A working sheep ranch, Bair Ranch also offers quad and jeep tours, clay trap shooting, and sunset supper rides.

Big thrills

Take the gondola up Iron Mountain to Glenwood Caverns Adventure Park. America's only mountain-top theme park, you'll find heart-stopping thrill rides, including the Canyon Flyer, Giant Canyon Swing and Defiance Roller Coaster, which sits 2174

metres above sea level, making it the highest looping roller coaster in the U.S. The park is also home to Colorado's largest natural display of cave formations.

Another popular summer pursuit for thrill-seekers is a whitewater rafting adventure along the Colorado River. Choose between laid-back scenic float trips or enjoy the rush of rolicking along rapids on a wild class three whitewater rafting experience.

When winter falls, Glenwood Springs' Sunlight Mountain Resort is a family-friendly, affordable ski destination with 75 per cent beginner and intermediate runs, providing icy thrills for all ages and abilities.



Die Rockies, Cherokee Park Ranch & Yellowstone

Mietwagenreise mit Ranchaufenthalt

18 Tage - ab 4.950 € im Doppelzimmer

Höhepunkte

Denver - Cherokee Park Ranch Steamboat
Springs - Glenwood Springs - Dinosaur N. M. -
Colorado N. M. - Durango - Great Sand Dunes
N. P.

Zur Reise

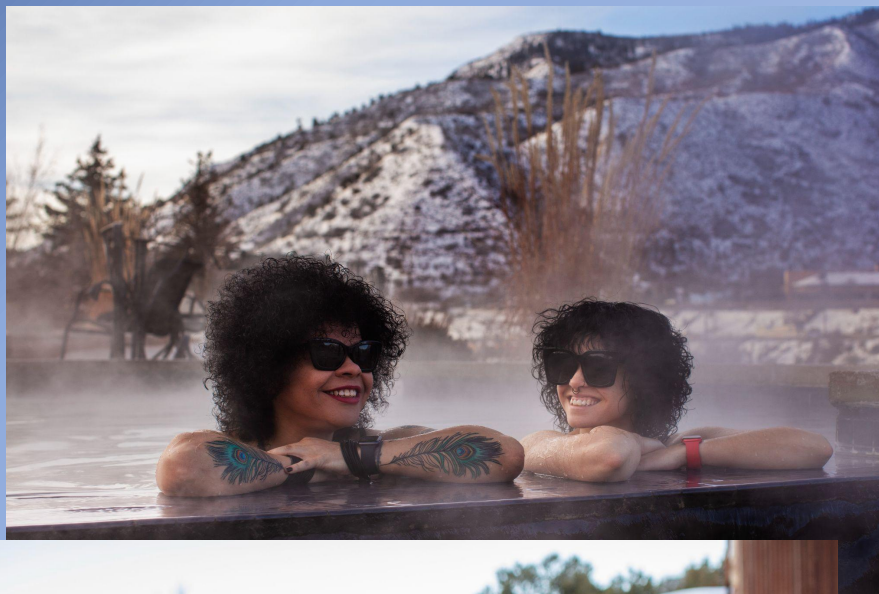


United Kingdom CTO paid for Co-op with Rocky Mountaineer & Trailfinders Travel



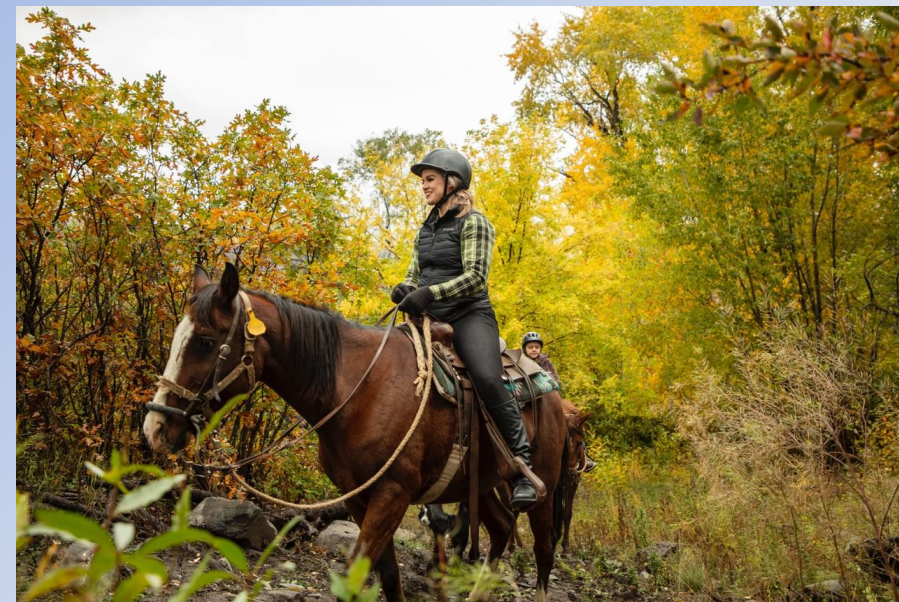


Winter Photo/Video Shoots





Fall Photo/Video Shoots





DESTINATION STEWARDSHIP

Stewardship: An ethical value that embodies responsible planning and management of resources.

Destination Stewardship: An approach to management and planning that helps balance and meet the needs of a destination and its communities through full public-private collaboration.

Sustainable Tourism: Tourism that meets the needs of visitors, industry, the environment, and the host community, while considering the environmental, socio-cultural and economic impacts of the present and future.

Examples:

1. Hanging Lake Management
2. Roaring Fork Valley Destination Alliance
3. Care for Colorado Coalition



HANGING LAKE MANAGEMENT





DESTINATION STEWARDSHIP

Destination Stewardship in Colorado

Balances quality of life for residents and quality of experience for visitors, while enhancing our environment and communities



Making Destination Stewardship Work for CO

- Ensure benefits of visitor economy are balanced between communities, environment and visitors
- Empower communities to proactively protect destination's cultural and natural assets
- Lessen impacts on lands and people
- Increase partnerships and alignment
- Collectively transform tourism industry mindset





DESTINATION STEWARDSHIP

Current Destination Stewardship Work



24+ CTO programs aligned with Destination Stewardship



DESTINATION STEWARDSHIP

BALANCE WITH STAKEHOLDER PRIORITIES

1. Advance tourism workforce
2. Advance off-peak tourism
3. Champion value of tourism
4. Develop/enhance visitor experience
5. Encourage responsible use
6. Foster inclusive travel
7. Promote local businesses and experiences

DO COLORADO RIGHT WITH THE CARE FOR COLORADO LEAVE NO TRACE PRINCIPLES



KNOW BEFORE YOU GO

The first step happens before you ever step outside. Minimize your impact while maximizing your enjoyment by researching the area you're visiting and preparing accordingly.



STICK TO TRAILS

Stick to trails and follow the path to preservation. As tempting as shortcuts may be, staying on designated trails protects our landscapes from erosion and you from injury.



TRASH THE TRASH

It's not just what you take, but what you leave behind that has an impact. So next time you adventure into the great outdoors, know that your small effort to clean-up goes a long way.



LEAVE IT AS YOU FIND IT

The best way to nurture the nature you love is to leave it alone. Tree carvings, uncleaned gear and even a picked flower can wreak havoc on a delicate ecosystem. So remember, if you love it, leave it.



BE CAREFUL WITH FIRE

Colorado's first defense against wildfires isn't our firefighters or rangers – it's you. Prevent damaging wildfires by never leaving fires unattended and always fully extinguishing them.



KEEP WILDLIFE WILD

Colorado is home to tens of thousands of creatures. Keeping them — and you — safe means keeping your distance and keeping your food locked tight.



SHARE OUR TRAILS AND PARKS

With over 40% of Colorado being public land, there's room for everyone to enjoy. Help others experience the peace and wonder of our great outdoors by keeping noises low and respect high.

To learn more visit [DoColoradoRight.com](https://www.docoloradodirect.com)



DESTINATION STEWARDSHIP

Care for Colorado Coalition

- Network of 100+ partners from around the state
- Includes state/federal agencies, nonprofits, travel-related businesses and more
- Support and strengthen CTO's effort to protecting state's natural resources





DESTINATION STEWARDSHIP

Visit Glenwood Springs is a member of the **Care for Colorado Coalition**. We are utilizing assets from the CTO toolkit to create messaging and signage around safe, sustainable and respectful travel to and through Glenwood Springs.



Visit Glenwood Springs is part of the **Roaring Fork Valley Destination Alliance**. This group, made up of Destination Marketing and Management Organizations from Aspen, Snowmass, Basalt, Carbondale and Glenwood Springs, was formed through a CTO Restart Destinations Grant in 2021 and continues through a CTO Reimagine Destinations Grant implemented in 2022 into 2023. This group is dedicated to **championing the Value of Tourism** and **messaging Respectful & Responsible** visitation to our valley.



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: River Commission Joint Work Session

Action Requested: River Commission Joint Work Session

Department: Economic and Community Development

Presented By: Jim Hardcastle

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

Background Info: Yearly joint work session between City Council and the River Commission. Current members are Chris Sharrow, Hunter Causey, Kyle Holt, Scott Schreiber (Chair), Erika Gibson (Vice Chair), Chip Fisher and Paul Stepp. The primary liaison is Councilor Weimer and the alternate is Councilor Kaup.

Issues: A list of action items is attached.

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: N/A

Power and Duties	KEY ISSUES	Prior Years and Potential Future Priorities & Goals to Maintain an/or Monitor		Responsible Commissioners/ Staff
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.	Education	* Consider creating a River Warrior volunteer program. * At Council's request hold an annual work session to review actions taken by the Commission regarding the foregoing functions and discuss future plans. * Strategic outreach * Provide educational platform * Increase awareness of River Commission	* Hold at least two public education/public outreach presentations related to the Commission's Key Issues (potential topics listed below). In conjunction, submit a letter to the editor related to the presentation topic. - 404 Clean Water Act, Mitchell Creek, Xeriscaping, FEMA mapping from fire, RICD, and River Watch * Work with Middle Colorado Watershed Council (MCWC) on signage effort and coordinating with Three Mile Creek Confluence * Better utilize and promote River Commission website to promote education efforts * Increase social media awareness. * Attend Earth Day activities and provide supportive materials.	Chip Fisher-Lead Erika Gibson Chris Sharrow
	Conservation	* Increase awareness of conservation practices for homeowners	* Develop Xeriscape program. * Distribute Xeriscape pamphlets.	Erika Gibson Hunter Causey
	Water Quality	* Review and provide recommendations on stormwater management for major development projects. * Identify additional locations for "drain to creeks" painting at inlets. * Monitor 303d listings. * Monitor City's effort to reconnect south Glenwood raw water supply. * Monitor Rocky Mountain Resources quarry expansion. * Monitor pre and post fire effects. (a) * Monitor south Glenwood Springs raw water intake. * Monitor RMI quarry issues. * Raise awareness and educate people about water quality.	* Support MCWC dashboard effort * Maintain involvement in Grizzly Creek Fire Recovery Task Force and Glenwood Canyon Restoration Alliance * Evaluate water quality impacts in densely developed areas and existing water quality treatment. * Meet with City to determine status of stormwater master plan and potential implementation of water quality structures. * Work with City on implementing dog waste disposal cans in riparian areas. * Partner with Parks and Recreation Commission on invasive species removal.	Chris Sharrow Chip Fisher
				Erika Gibson Chip Fisher Chad Rudow (a) Paula Stepp Hunter Causey
	Riparian Ecosystem	* Help coordinate distribution of the Riparian Planting Guide. * Encourage Council funding of an inventory of existing riparian habitat and mapping of the ordinary high water mark	* Distribute/disseminate Riparian Planting Guide (in partnership with MCWC) to local landscapers, retailers, on City social media outlets, and at farmer's markets. * Add wetland and OHWM to the online GIS map (in partnership with MCWC) (a) * Develop invasive species guide, beta-test, and manage distribution to interested entities * Investigate certified landscaping program, with MCWC and Colorado Parks & Wildlife approval	(a) Jim Hardcastle Scott Schreiber Chris Sharrow Erika Gibson
	Water Rights	* Monitor demand, supply and management of City's water resources (i.e. water rates, drought management, recreational in-channel diversions, storage, non-potable supply)	* Monitor City's water supply/resiliency. * Review opportunities to study flows of smaller tributaries. * Monitor RICD progression.	Hunter Causey - Lead Erika Gibson
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.	Boat Ramps	* Work with CPW, Council & Staff to develop an improved permitting/tracking system for commercial rafting and angling operators at Two River Park. * Work with CPW, Council & Staff to develop a boat ramp in the City and continue to evaluate commercial river access.	* Promote and investigate opportunities for a new boat ramp in the City. * Improve existing boat ramp access.	Kyle Holt Chris Sharrow
	Access	* Work with Parks & Rec Staff to determine which river access points are suitable for various recreational uses (fishing, dog play, etc.). Provide recommendation on appropriate development of bike parking, vehicle parking, signage, and paths.	* Improve/stabilize historic river access paths on City owned parcels (just upstream of the Red Mountain Passage, 12th Street dog park, pavilion, Giles Property, Park East Upstream). * Hold River Commission boat float to investigate access conditions and any necessary signs or infrastructure.	Joel Shute-Lead Dan Roper Jim Hardcastle
	Mapping	* Develop an adopt-a-river-section program * Work with Chamber to update river access map, as necessary.	* Further discuss program ideas * Contact Chamber, Parks and Recreation Department, and local fishing retailers	Scott Schreiber Kyle Holt Dan Roper Chris Sharrow
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.	City Parks & Open Space	* Monitor restoration associated with the Two Rivers Shoreline Project * Implement and provide guidance on construction of Three Mile Creek Confluence project * Monitor South Bridge development.	* Monitor grant applications * Monitor Three Mile Confluence Restoration construction * Monitor South Canyon Master Plan: Coordinate with Design Workshop on comments and input for planning. * Hold annual meeting with Parks and Recreation Commission	Jim Hardcastle Scott Schreiber-Lead Hunter Causey Dan Roper P&R
	Confluence Area	* Monitor planning efforts for the redevelopment of the Confluence Area.	* Monitor and participate in City discussions related to Confluence Area redevelopment	Chip Fisher-Lead Chris Sharrow
	Fall Planting	* Monitor health of past riparian plantings.	* Organize one or more annual riparian planting days on a City owned property.	Chris Sharrow-Lead Jim Hardcastle
To promote celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.	RiverFest		* Organize annual RiverFest clean-up and community event. * Increase education and outreach at RiverFest. * Evaluate opportunity to remove invasive species at event and/or provide education. * Engage RiverFest attendees to document various issues associated with the rivers.	Scott Schreiber Jim Hardcastle Erika Gibson Scott Schreiber Dan Roper P&R
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.		* Develop list of applicable grants for river related work.		All Commissioners



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Glenwood Devolution - US Highway 6 and I-70 Frontage Road
Action Requested:	None
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The purpose of the devolution is to transfer Colorado Department of Transportation (CDOT) property to Glenwood Springs (GWS). GWS already performs the day-to-day maintenance and this will allow us to have greater control of the stretch of roadway. CDOT provides the City with a lump sum payment to assume future maintenance of the roadway.
Issues:	Unknown at this point.
Fiscal Impact:	Unknown at this time but will be part of the analysis.
Legal Review:	Legal will review any contracts or agreements.
Staff Recommendation:	Staff supports the devolution.



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Downtown Design Overlay
Action Requested:	Staff request direction from Council on proposed code amendments for first reading
Department:	Economic and Community Development
Presented By:	Danielle Campbell, Hannah Klausman, jillian Sutherland
Strategic Goals:	Provide Efficient and Responsive City Government Generate Sustainable Economic Development
Background Info:	The Downtown Overlay District was an original proposal from Planning and Zoning Commission. The purpose of the District is to enhance the pedestrian-oriented business and service character in the central core to support an active, vibrant street life. The overlay district would include the following standards in addition to the base layer zoning standards: 1. Ground Floor Uses ○ Food and beverage establishments ○ Retail ○ Recreation and Entertainment, Indoor ▪ Escape Room ▪ Theater ▪ Music Venue ▪ Health classes ▪ Art classes ▪ Gallery ▪ Museum ○ Personal Services: ▪ beauty/barber shops ▪ Shoe repair, alterations ▪ Spas/Massage ▪ Personal Grooming 2. Approved uses must be on the ground floor, open to the public, and located on the building frontage with an entrance. 3. 100% of off-street surface parking is required to occur behind the rear wall of the primary building. 4. Parking lots and parking structures are non-exempt. 5. If a building includes lodging or residential, the building must incorporate a ground floor retail use with building frontage and an entrance. Retail must be fully open to the public during times of operation.

Governing Body and Public History

On February 2, 2023, Council directed staff to move forward with a public engagement meeting specifically to provide information on how the public generally feels about an overlay district, restricting uses, and the size of the district within downtown. Two public meetings were held on April 26, 2023. A summary of the public findings can be found as an attachment to this report and key takeaways are below. The boundary options presented to the public can be found in the attachments of this report.

Key Public Meeting Takeaways

- Majority supported regulating uses. However, did not support regulating the square footage of the ground floor of that use.
- Majority preferred seeing a medium to larger overlay district.
- Majority supported regulating building forms to encourage diverse uses in downtown.
- People want to see a walkable downtown with a safe, clean, attractive atmosphere and a distinct sense of place.
- General Support for a diversity of businesses that serve residents and visitors. This included restaurants, retail, and attractions (art classes, etc.)

Issues:

Boundary dimensions: Council expressed concerns over the boundary being too expansive as well as too limited. Staff presented all boundary iterations to the public which can be found in the public engagement attachment. Staff's recommendation is the iteration attached of the boundary from one of Planning and Zoning's work sessions which is a smaller area centered around Grand Avenue and 6th Street commercial corridors.

Retail Percentage and Uses: The intent of stating Sales Tax or Lodging Tax generating uses was utilizing a category that included the typical business types that activate streets. To better clarify intent, staff suggests specifically calling out the types of businesses using the Development Codes Table of Uses and Definitions as identified in the recommendation. The following was presented on February 2, 2023:

1. When a non-residential building is proposed on a vacant lot within the downtown core, a minimum of 75% of the gross floor area on the first floor shall be uses that generate sales and/or lodging revenues for the city.
2. When a non-residential building within the downtown core is demolished, 75% of the first floor of the new building shall be uses that generate sales and/or lodging revenues for the city.
3. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
4. Parking Structures proposed within the overlay zone are exempted from these standards and shall be processed according to the Special Use Permit process per Section 070.030.20 Table of allowed uses, and Section 070.060.050(e) Development Permits.

Council discussed concerns that only allowing Sales Tax generating uses would prohibit certain uses deemed fit for downtown. For example, if using this methodology, the following would not be allowed in the overlay.

Non-generating Uses 25% Area Uses on First Floor
Professional Office
Hot Springs
Massage
Yoga Studio
Property Management Company
Real Estate Office
Museum
Library
Gym
Salon/Hairdresser

Thresholds of applicability

These proposed regulations would be triggered when any of the following occur:

1. Any project including any amount of demolition of an existing structure;

2. An addition or renovation to an existing structure where the total gross floor area of the proposed addition is twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
3. Changes of use within an existing structure of the ground floor.
4. Development on vacant land.

The Change of Use threshold would be an aggressive option resulting in quick implementation as businesses turnover. The other criteria above would result in a slower paced change when businesses remodel, or there is a demolition of a building. In order to see the most immediate impact would be to move forward with a change of use threshold. It is important to note that new businesses do not always apply for a business license prior to signing a lease, which could result in challenging situations. This would not be new for Community Development staff, as this sometimes occurs in other areas of the City when a prohibited or Special Use business locates in a building without meeting with the City. Council should be prepared that this may also occur with the overlay regulations and consider an aggressive public awareness campaign.

Fiscal Impact:	NA
Legal Review:	Legal drafted the attached ordinance.
Staff Recommendation:	Staff defers to council for a recommendation.

070.020.180 Downtown Design Overlay (DDO) District

- (a) *Purpose.* The overlay district is intended to promote downtown vibrancy and pedestrian engagement, with an emphasis on walkability and active ground-floor uses. The DDO district allows for retail, food and beverage establishments, indoor recreation and entertainment, and specific personal and professional services.
- (b) *Applicability.*
 - (1) General.
 - a. The overlay standards shall apply to:
 - 1. Any project including any amount of demolition of an existing structure;
 - 2. An addition or renovation to an existing structure where the total gross floor area of the proposed addition is twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
 - 3. Changes of use within an existing structure of the ground floor.
 - 4. Development on vacant land.
 - (2) Exemptions. This section shall not apply to the following:
 - a. Parks
 - b. Institutions
 - c. Lodging or residential uses, the building must incorporate a ground floor retail-only use with building frontage and an entrance. Retail must be fully open to the public during times of operation.
- (c) *Uses.* In addition to uses listed in Table 030.1: Table of Allowed Uses for the base zoning, the overlay includes the following list of allowed uses for the ground-floor uses. Approved uses must be on the ground floor, open to the public, and located on the building frontage with an entrance. All other uses allowed within the base zone district would apply to non-ground-floor areas.
 - (1) Food and beverage establishments
 - (2) Retail
 - (3) Recreation and Entertainment, Indoor
 - a. Escape Room
 - b. Theater
 - c. Music Venue
 - d. Health classes
 - e. Art classes
 - f. Gallery
 - g. Museum
 - (4) Personal Services:
 - a. beauty/barber shops,

b. Shoe repair, alterations

c. Spas/Massage

d. Personal Grooming

(5) Parking areas. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.

(d) *Standards.* All Dimensional and lot standards shall follow the base zoning district standards.

070.020.18090 Planned Unit Development (PUD) District.

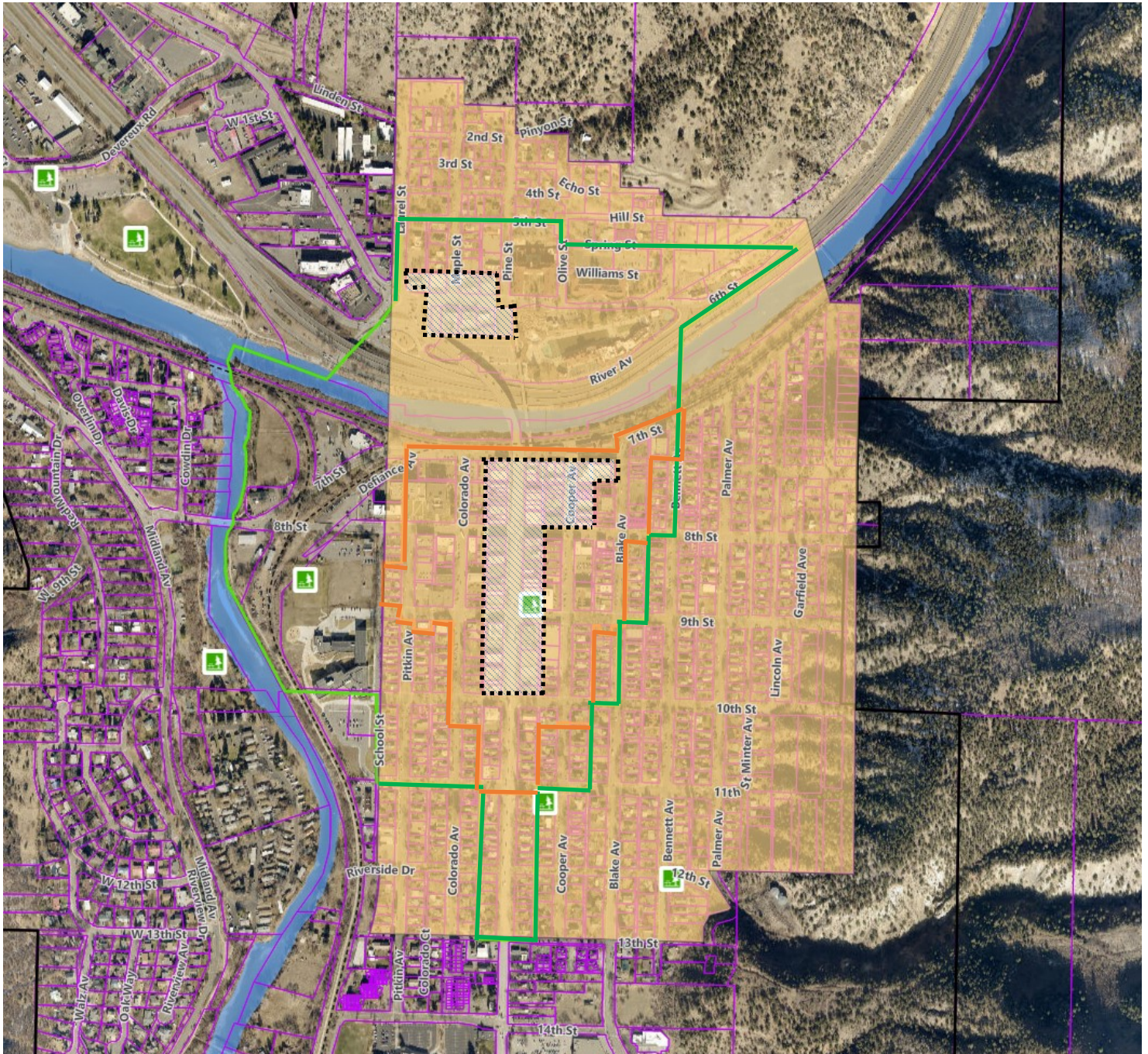
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070.020.190200 Measurements and Exceptions.



City of Glenwood Springs

Downtown Boundaries



General Improvement District Boundary

Downtown Design Standards Boundary



City Downtown Core Boundary



Proposed Overlay Boundary

DOWNTOWN OVERLAY ENGAGEMENT SUMMARY

The origination of the Downtown Overlay District is based upon policy recommendations from Planning and Zoning Commission. The purpose for which this District is created is to enhance the pedestrian-oriented business and service character in the central core to support an active, vibrant street life. City Council directed staff to provide additional opportunities for public feedback on an overlay. Staff provided two public meetings on **April 26th from 8:30am-10:30am and 6:00pm-8:00pm**. See the results below.

Key Takeaways

- Majority supported regulating uses, however, did not support regulating the square footage of the ground floor of that use.
- Majority preferred seeing a medium to larger overlay district.
- Majority supported regular building forms to encourage uses in downtown.
- People want to see a walkable downtown with a safe, clean, attractive atmosphere and a distinct sense of place.
- General Support for a diversity of businesses that serve residents and visitors. This included restaurants, retail, and attractions(art classes, etc.)

Attendees wanted to see more of the following in downtown:

- Ped and bike connectivity through trails and alleyway improvements
- Complete streets
- Alley improvements
- Diverse and activated storefronts (retail, attraction, and restaurants)
- Public Gathering spaces
- Parking Management

Attendees wanted to less of the following in downtown:

- Personal services
- Financial institutions
- Residences on the ground floor
- Car Noise

General Concerns:

- Stringent regulation in downtown may cause an increase in vacant storefronts.
- Financial incentives need to be considered as part of regulation.

Downtown Boundaries



Option 1



Option 2



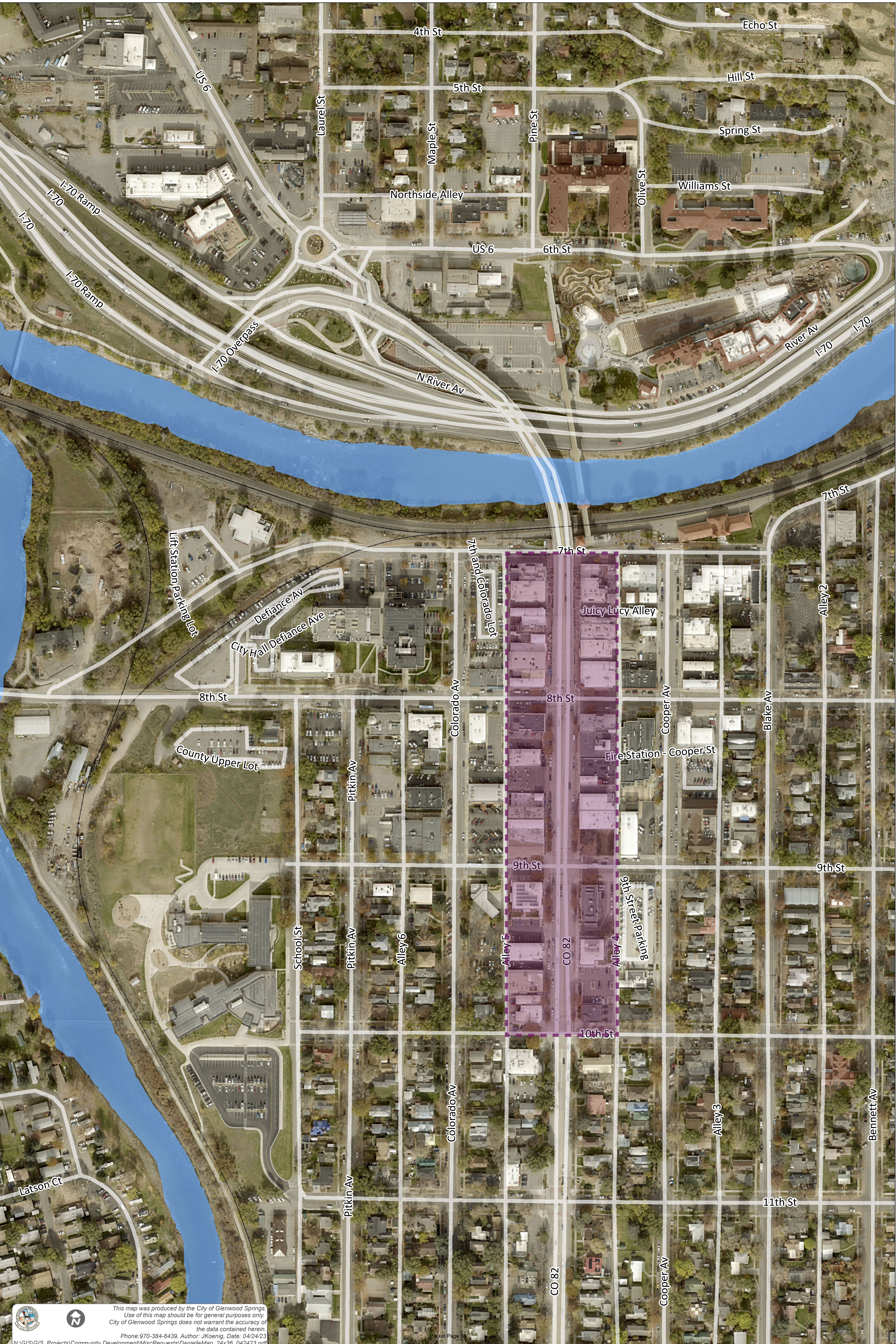
Option 3

Overlay Boundary Preference

Option 1	Option 2	Option 3
28%	33%	39%
(5)	(6)	(7)

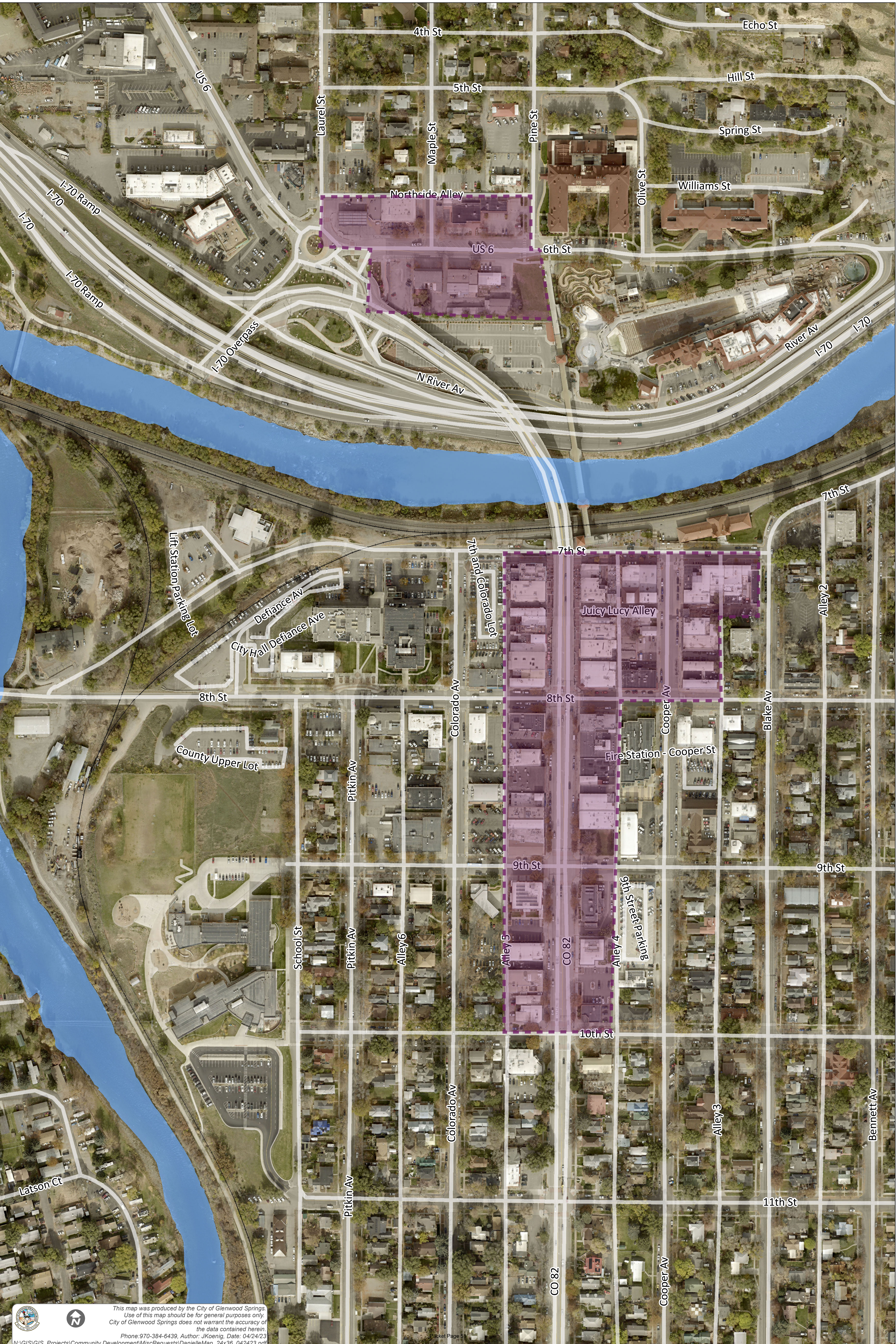
Questionnaire Results

Questionnaire Results	Does NOT Support 	Support 
Do you support regulating the type of uses (such as restaurants, clothing stores, coffee shop) on the ground floor?	36% (9)	64% (16)
Would you support a requirement that the ground floor of buildings in the overlay district be required to be 50% retail uses only?	56% (14)	44% (11)
Would you support 75% on the ground floor be retail uses?	61% (14)	39% (9)
Do you support limiting or not allowing vacation rentals (VRBO and Airbnb), Motels, or Hotels on the ground floor?	50% (12)	50% (12)
Do you support regulating building forms? An example is to limit the size of a store or building frontage on the street.	40% (10)	60% (15)
Do you support including the Confluence area in this type of overlay?	46% (11)	54% (13)
Do you support including parts of 6 th Street in this type of overlay?	28% (7)	72% (18)

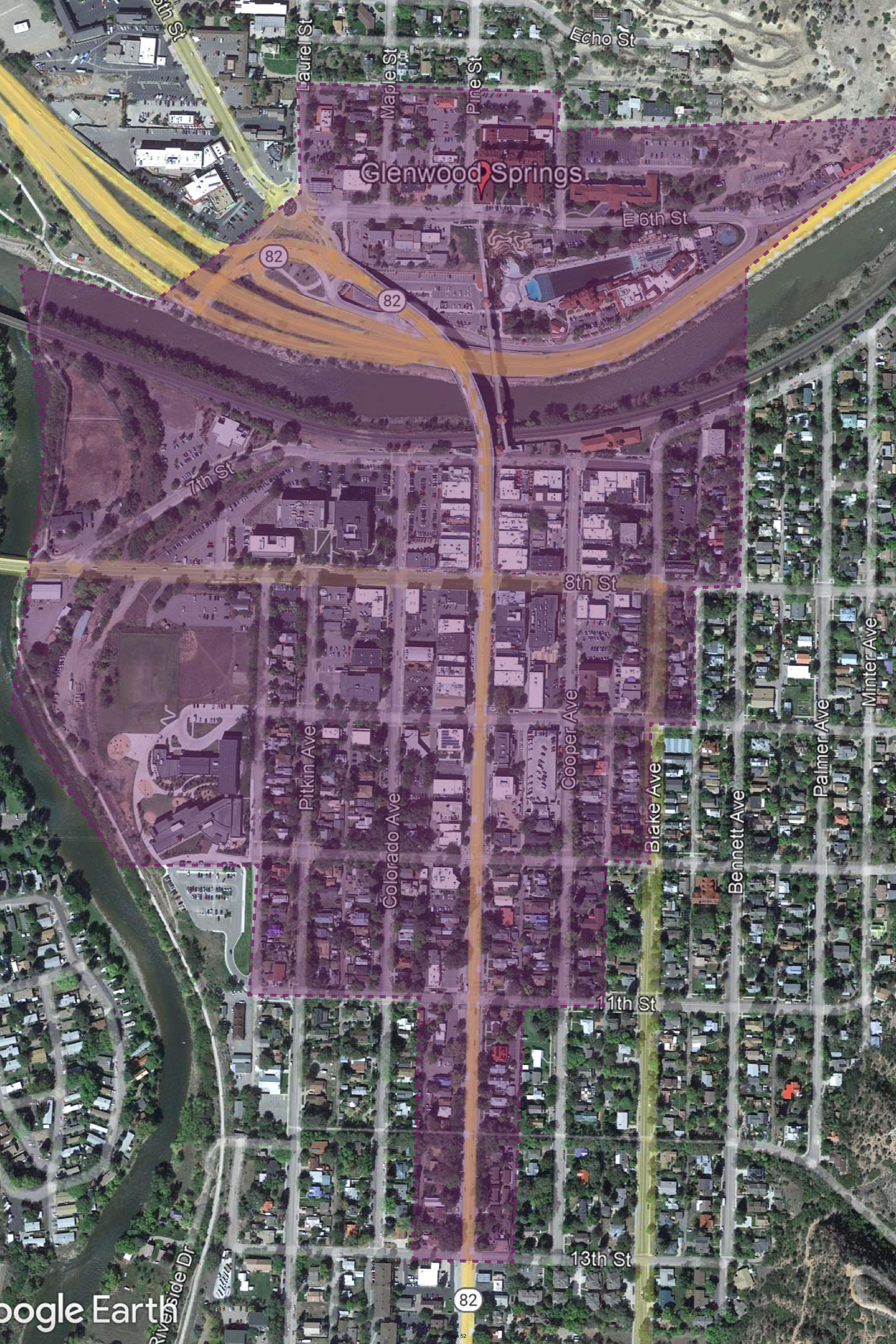


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City of Glenwood Springs does not warrant the accuracy of
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Phone: 970-384-6439, Author: JKoenig, Date: 04/24/23
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Glenwood Springs

82

82

E 6th St

7th St

8th St

Pitkin Ave

Colorado Ave

Cooper Ave

Blake Ave

Bennett Ave

Palmer Ave

Minter Ave

11th St

13th St

82



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: May 18, 2023 Council Minutes
Action Requested: May 18, 2023 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
MAY 18, 2023
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 4. :20 Roll Call

Present: Mayor Wussow, Mayor Pro-Tem Dehm, Councilor Schachter, Councilor Kaup, Councilor Weimer, Councilor Zalinski, and Councilor Godes. Also present were; Steve Boyd, COO; Ryan Muse, City Clerk; Joseph Deras, Chief of Police; Yvette Gustad, Finance Director; Hannah Klausman, Director of Economic and Community Development; and Karl Hanlon, City Attorney.

Item 5. :21 Agenda changes and conflicts

None.

Item 6. :21 Council Announcements

Comments were made by Mayor Pro-Tem Dehm.

Comments were made by Councilor Godes.

Item 7. :22 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

None.

Item 8. :22 Consent Agenda

:23 Councilor Kaup moved, seconded by Councilor Godes, to approve the Consent Agenda.

Motion passed unanimously.

Item 9. :23 Proclamation: Historic Preservation Month

Mayor Wussow presented the proclamation.

Comments were made by Bill Kite, the Executive Director of the Glenwood Springs Historical Society.

Item 10. :26 Planning and Zoning Commission Appointments

:26 Mayor Pro-Tem Dehm moved, seconded by Councilor Godes, to appoint Alternate Commissioner Davey and Alternate Commissioner Simms to the permanent position for the Planning and Zoning Commission and John Houghton as an alternate.

Motion passed unanimously.

Item 11. :27 Historic Museum Funding Request

Steve Boyd, Chief Operating Officer presented.

Comments were made by Councilor Godes.

:30 Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, to grant the Historical Society \$20,000 for an organizational assessment and subsequent support from an outside non-profit organization or consultant that would be jointly hired by the City, with approval from the board, and another \$20,000 be used as an incentive base match for \$1000 or less donations.

Comments were made by Councilor Schachter, Mayor Pro-Tem Dehm, Councilor Weimer, Councilor Zalinski, Councilor Kaup, and Councilor Godes.

Councilor Godes amended the motion to include a 1, 3, and 5 year fiscal and organizational road map.

Comments were made by City Attorney Karl Hanlon, Councilor Kaup, Executive Director of the Glenwood Springs Historical Society Bill Kite, and Councilor Godes.

Councilor Kaup amended the motion to include an extra \$10,000 to cover the consultant.

Comments were made by Executive Director of the Glenwood Springs Historical Society Kite, Mayor Wussow, Councilor Zalinski, Mayor Pro-Tem Dehm, Councilor Schachter, Councilor Weimer, and Councilor Godes.

Councilor Godes amended motion to reflect adding \$20,000 instead of only \$10,000.

Comments were made by City Attorney, Karl Hanlon, Councilor Schachter, and Councilor Zalinski.

Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, for a total of \$60,000 to be utilized by the Historical Preservation Society, \$20,000 of that to be an organizational assessment with a contractor to be jointly selected by the city and the Historic Society. The funding will be required to include a 1, 3, and 5 year fiscal and organizational road map, \$20,000 of that only to be used for matching grants, the maximum of which, with a back-dated date to April 1st, 2023, will be \$1000 per donor and they have until the end of the year

to fulfill that \$20,000, and at some point there would be a report from the consultant to be paid out of the \$20,000 per organizational assessment for council regarding the status and development process with the organization.

Ayes: Zalinski, Wussow, Godes, Dehm, Weimer, Kaup

Nays: Schachter

Motion Passes 6-1

Item 12. 1:02 Short Term Rental Cycles

Comments were made by Mayor Pro-Tem Dehm and City Attorney Karl Hanlon.

Hannah Klausman, Director of Economic and Community Development presented.

Comments were made by Councilor Schachter, Director of Economic and Community Development Hannah Klausman, Mayor Pro-Tem Dehm, City Attorney Karl Hanlon, Councilor Kaup, Chief Operating Officer Steve Boyd, Councilor Godes, Councilor Weimer, Councilor Zalinski, and Mayor Wussow.

1:36 Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, to direct staff to come up with what it would look like if we wanted to do it, what enforcement would look like, do we do a night's vs three-month period? Have staff return with something that would be beneficial in this category.

Ayes: Godes, Dehm, Weimer

Nays: Zalinski, Wussow, Kaup, Schachter

Motion Fails 4-3

Comments were made by Director of Economic and Community Development Hannah Klausman.

1:38 Councilor Kaup moved, seconded by Councilor Zalinski, to direct staff to come back with an appropriate fee increase to be put in place before the next season of renewal.

Comments were made by Councilor Godes and Councilor Kaup.

Motion passed unanimously.

Item 13. 1:41 Council Comments

Comments were made by Councilor Kaup, City Attorney Karl Hanlon, and Chief Operating Officer Steve Boyd.

Comments were made by Councilor Weimer.

Comments were made by Mayor Pro-Tem Dehm, City Attorney Karl Hanlon, Director of Economic and Community Development Hannah Klausman.

Comments were made by Councilor Zalinski.

Comments were made by Councilor Godes and Director of Economic and Community Development Hannah Klausman.

1:52 Councilor Godes moved, seconded by Councilor Zalinski, to re-prioritize some of the Council agenda items and take downtown overlay up on the June 1st meeting.

Motion passed unanimously.

Comments were made by Councilor Schachter.

Comments were made by Mayor Wussow and Councilor Godes.

Item 14. 1:56 Report from City Administration

Comments were made by City Attorney Karl Hanlon, Mayor Wussow, Councilor Kaup, and Councilor Godes.

Item 15. 2:01 Executive Session: Discussion and/or Action An executive session with the City Manager and City Attorney for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) more specifically regarding property acquisition adjacent to the Roaring Fork River.

Karl Hanlon, City Attorney presented.

2:02 Mayor Pro-Tem Dehm moved, seconded by Councilor Zalinski, to go into Executive Session: Discussion and/or Action An executive session with the City Manager and City Attorney for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) more specifically regarding property acquisition adjacent to the Roaring Fork River and to adjourn after the Executive Session.

Motion passed unanimously.

Item 16. 2:02 Adjournment

2:02 Mayor Pro-Tem Dehm moved, seconded by Councilor Zalinski, to adjourn after the Executive Session.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Arts and Culture Board Appointment

Action Requested: Arts and Culture Board Appointment

Department: City Administration

Presented By: Sara Weigel

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life

Background Info: **Mayor Pro Tem Dehm Recommendation**
Appoint Pam Macmillan to a regular seat with term from June 2023 until March 2025.

Vacancies

Current vacancies

- One regular seat with a term expiring March 2025.

Applicant

- Pam Macmillan, a city resident, applied for appointment to a regular seat on the Arts and Culture Board on April 20, 2023. Pam was deemed eligible for appointment.

Composition of the Arts and Culture Board

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.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City 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 or 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.*

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- 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.

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- (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.

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- (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.*

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- (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

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- 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.

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- (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:

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- (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)

[View results](#)

Respondent

16

Anonymous

16:16

Time to complete

Arts and Culture Board Application

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

Composition of the Arts and Culture Board
(as defined in Title 020 of the Glenwood Springs Municipal Code)

- 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.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Arts and Culture Board. Please select the option that applies to you.



Resident of Glenwood Springs within city limits.



Resident outside of Glenwood Springs city limits, but within the 81601 zip code.



Owner of real property or a business within Glenwood Springs city limits.

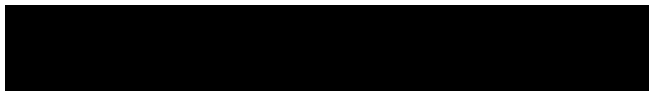


Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

2. Name *

Pam Macmillan

3. Home Address *



4. Mailing Address *



5. Home Phone *



6. Work Phone *



7. Mobile Phone *

8. Email Address *

9. Occupation *

Personal and Professional Interests

10. Why are you interested in serving on the Arts and Culture Board? *

11. What do you view as your role if selected as a member of the Arts and Culture Board? *

12. Do you have marketing, advertising, or public relations experience or skills?

*

Yes to all of the above

13. Do you have Arts/Culture experience or skills? (ex. Performing arts, visual arts, public arts, museums arts, or education? *

I was a fulltime teacher in the public schools for 20yrs K-college (regular classroom, math art music sci.) I have done performance art and shown my sculpture in the Phoenix/ Tempe AZ area

14. Can you describe an experience making a decision based on public opinion?

*

no

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

I believe I can

16. Do you have any existing time commitments that will hamper your ability to serve? *

I have a full time job

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

As a teacher you have to serve on lots of commitees

18. Please select today's date. *

4/20/2023



19. Have you served on the Arts and Culture Board before? *



No



Yes

Powers and Duties of the Arts and Culture Board

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

(n) 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 among artists 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 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.

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:

March:

Arts and Culture Board;

(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
June 1, 2023

Agenda Item:	Pay as You Throw Mountain Waste and Recycling Agreement
Action Requested:	Approval of the Pay as You Throw Single Hauler Agreement for Mountain Waste and Recycling
Department:	Public Works
Presented By:	Matthew Langhorst, Elizabeth Mauro
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The City Council requested staff to move a single trash hauler program forward a few years ago. Staff took that direction, met with surrounding communities that have single hauler contracts in place and hired a consultant to help produce a single hauler Request for Proposal (RFP) that met the needs and requirements that the city is looking for in such a program. Staff and Council decided that a Pay as You Throw (PAYT) program, which includes required curbside recycling, be part of the RFP. The RFP process was completed and Mountain Waste and Recycling (MWR) was selected as the preferred hauler. Staff and Legal Council have been working with MWR to detail out the agreement for services and the attached agreement is the culmination of those discussions.
Issues:	None at this time.
Fiscal Impact:	The City will hire a new Full Time Employee (FTE) to run the program and provide customer service, which will be paid for by the administration fee within the pricing structure.
Legal Review:	Legal has reviewed the agreement and provided comments and approvals.
Staff Recommendation:	Staff is Recommending Approval of the Pay as You Throw Single Hauler Agreement for Mountain Waste and Recycling

CITY OF GLENWOOD SPRINGS
AGREEMENT FOR RESIDENTIAL CURBSIDE TRASH AND RECYCLING COLLECTION

This AGREEMENT FOR RESIDENTIAL TRASH AND RECYCLABLES COLLECTION (“Agreement”) is made and entered into this ____ day of _____ 2023, by and between the CITY OF GLENWOOD SPRINGS, a Colorado home rule municipal corporation (the “City”) and MOUNTAIN ROLL-OFFS, INC. D/B/A MOUNTAIN WASTE & RECYCLING (the “Contractor”), a Colorado corporation.

RECITALS

WHEREAS, City Council has identified the following three primary goals for the management of residential trash and recyclables: (1) decrease the amount of trash generated and subsequent reliance on the South Canyon Landfill; (2) reduce traffic and air emission impacts associated with collection vehicles; and (3) provide services for a reasonable costs to residents; and

WHEREAS, as many as 33% of the tons disposed at the South Canyon Landfill during a 2017 study could have been recycled; and

WHEREAS, the impact of each solid waste collection vehicle on City streets is as much as 9,000 to 14,000 times that of a passenger vehicle; and

WHEREAS, the City intends to engage a qualified private solid waste hauling and/or waste management company to provide residential curbside trash and recyclables collection (“Collection Services”); and

WHEREAS, on December __, 2022, the City published a Request for Proposals for residential trash and recyclables collection within City limits; and

WHEREAS, Contractor submitted a proposal to perform Collection Services within the City and work as may be incidental thereto in response to the RFP; and

WHEREAS, following a review of each proposal received by a team of City staff and contractors, City Council voted to award the contract to Contractor based on the proposal evaluation criteria outlined in the Request for Proposals and subject to the execution of a mutually acceptable agreement.

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

AGREEMENT

1. **SCOPE OF AGREEMENT.** This Agreement pertains to Collection Services for residential customers within City limits. The Contractor's work under this Agreement shall consist of all the supervision, materials, equipment (other than described in Section 7.b, below), labor, and other items necessary to collect and dispose of non-hazardous trash and commingled, single-stream recyclables from residential units in accordance with the provisions of this Agreement. This Agreement shall not be considered an exclusive franchise for services to the residents of the City, and any residential customer may choose to negotiate with any other permitted collection service. Notwithstanding the foregoing, however, every residential customer will be required to pay for the minimum level of bundled service, however.

2. **RESIDENTIAL CUSTOMERS.** Residential customers shall include:

a. Those single-family detached dwelling units and multiple-family households with a maximum of seven (7) units that have or will have individual, discrete trash collection containers.

b. Attached dwelling units where the unit has a discrete utility billing account with the City.

c. Residential group accounts with up to seven (7) units that have individual, discrete trash containers; and

(i) Do not have a written service agreement for trash collection on the Commencement Date or

(ii) Have a written service agreement for trash collection with the City's Contractor on the Commencement Date – the Contractor shall not assess payment from both the customer and City following the Service Start-Up Date and shall not assess a financial penalty on the customer if the existing service contract is terminated early for the purpose of complying with this Agreement.

3. **SCOPE OF WORK.** Beginning on November 1, 2023 (the "Service Start-Up Date") and continuing for the full term of this Agreement, the Contractor shall provide the following services to each customer that are identified in writing from time to time by the City to the Contractor: regular collection of trash and single-stream recyclables, as more particularly described in Sections 4 and 5, below and any other Collection Services described by this Agreement. Collection Services shall occur at the curb or alley line depending on the customer's property and current service location.

4. **REGULAR CURBSIDE TRASH COLLECTION.** The Contractor shall regularly collect all non-hazardous solid trash that excludes source-separated recyclables, source-separated organics, special wastes, and any materials banned from landfill disposal by local or state law in accordance with the following requirements:

a. Provide three (3) standard trash service level options – including a small cart (30 to 39 gallons), medium cart (60 to 69 gallons) and large cart (90 to 99 gallons), subject to the following provisions:

i. Customers who require more than the large cart service will be provided an additional large cart at the contracted rate.

(i) Default service levels for residents who do not make a selection will be a medium cart.

(ii) Short-term rentals identified by the City shall have at least a medium trash cart.

b. Provide wheeled carts with lids which may be either wildlife- or non-wildlife resistant.

c. Provide weekly collection of all service levels – and a super-saver service option (small cart serviced every-other-week).

d. Do not service overflowing trash carts where carts do not fully close without taking a photograph, placing a service tag and notifying the City.

(i) Customers with three (3) reported overflowing trash carts shall be moved to the next larger service level or an additional large cart if at the large service level.

(ii) Short-term rentals with more than two (2) trash overflows or two (2) recyclable collections with more than fifteen percent (15%) contamination during the rental license term shall be moved to a large trash cart.

e. Do not collect material not located inside of the trash cart.

f. Immediately clean-up any material litter caused by the Contractor at customer locations or on public property during collection or transportation associated with collection. Clean up any liquid vehicle leakage that originates during collection or transportation associated with collection within forty-eight (48) hours. Leave all carts in an orderly fashion.

g. Deliver all residential trash to the South Canyon Landfill unless this facility is closed or unavailable for reasons beyond MWR control.

5. REGULAR CURBSIDE RECYCLABLE COLLECTION. The Contractor shall provide regular every-other-week collections for those commingled single-stream materials listed in Table 5-1 in accordance with the following requirements:

a. Provide three (3) standard recycling cart options – including a small cart (30 to 39 gallons), medium cart (60 to 69 gallons) and large cart (90 to 99 gallons)

- (i) Customers who require more service than their selected service level will be able to increase up to a large cart and/or use the City's Recycling Center.
 - (ii) Default service levels for residents who do not make a selection will be a medium cart.
 - (iii) Short-term rentals identified by the City shall have at least a medium recyclables cart.
- b. Provide wheeled carts with lids.
- c. Provide every-other-week recyclables collection on same day as trash collection.
- d. Do not service recycling carts with more than fifteen percent (15%) contamination without applying a service tag and notifying the City of how materials are managed – the Contractor may:
 - (i) Service contaminated carts as trash and may assess an appropriate Additional Fee for trash collection; or
 - (ii) Leave contaminated carts until the customer reduces the contamination to fifteen percent (15%) or less.
- e. Immediately clean-up any material litter caused by the Contractor at customer locations or on public property during collection or transportation associated with collection. Clean up any liquid vehicle leakage that originates during collection or transportation associated with collection within forty-eight (48) hours. Leave all carts in an orderly fashion.
- f. Deliver all collected recyclables to a permitted materials recovery facility(ies).
- g. The City reserves the right to require the Contractor, upon advanced written notice to Contractor, to collect recyclables in addition to those listed in Table 5-1 should its independent study indicate environmental and economic feasibility.

Table 5-1 LIST OF RECYCLABLES FOR RESIDENTIAL COLLECTION

Cardboard	Junk mail
Office paper	Phone books
Newspaper	Plastic containers #1 through #7
Magazines/catalogues	Aluminum cans
Paper bags	Steel/tin cans
Paperboard	Glass containers

6. BUNDLED, VOLUME-BASED PRICING AND ADDITIONAL FEES. All customer pricing shall be based on the trash service levels described in Section 4.a but shall include

the cost of both trash and recyclables collection service regardless of the use of non-wildlife or wildlife-resistant trash carts which are available at additional cost:

- a. All pricing shall be based on the small service level with each larger service level having a one hundred percent (100%) increase;
- b. Additional large trash carts may be provided upon request – and assessed at an additional large trash cart price;
- c. Any size wheeled recyclable cart shall be provided upon request with no change in the bundled trash/recycling bundled price;
- d. An Additional Fee to bundled service pricing for regular Collection Services shall be assessed by the Contactor for any overflowing trash cart.

7. CARTS.

a. Non-wildlife-resistant trash carts and all recycling carts shall be provided to customers by the Contractor.

b. The Contractor shall also provide wildlife-resistant trash carts upon request by any customer provided that the customer commits to one (1) year of use of the wildlife-resistant trash cart, unless wheeled carts with lids are provided by the customer that:

- (i) Were in use and in usable condition on the Service Start-Up Date;
- (ii) Meet the sizing requirements described in Section 4.a;
- (iii) Are compatible with the Contractor's collection equipment in that area.

c. Carts provided by the Contractor shall:

- (i) Be provided according to their selected service level (or medium size carts if a service level is not selected).
- (ii) Be new on the Service Start-Up Date or when first placed in use.
- (iii) Be of one consistent color scheme (cart bodies and lids) for trash and a different consistent scheme for recycling as established with delivery of initial carts at Service Start-Up.
- (iv) Be owned and maintained by the Contractor over the contract term.
- (v) Be kept in good working condition.
- (vi) Be replaced with new or repaired carts at no cost to the customer except in instances of negligence or misuse by the customer – the City will be the final arbiter of negligence if there is a dispute between the customer and Contractor.

(vii) Include labels or stickers with adhesives and water-proof construction provided and affixed by the Contractor and approved by the City.

(1) With use of graphics instead of text where feasible and any text in both English and Spanish.

(2) At least twelve (12) inches by twelve (12) inches in size and including up to three (3) colors or as approved by the City.

(3) With content including City contact information, excluded materials for trash collection, acceptable and unacceptable recyclables – Contractor information shall be limited to name.

(4) Identical labels shall be provided to customers who provide their own wildlife-resistant carts.

(viii) Cart delivery schedule shall include:

(1) Non-wildlife-resistant carts - within two (2) business days of the Service Start-Up Date or within one (1) week of service change request.

(1) Wildlife-resistant carts - within sixty calendar (60) day of the Service Start-Up Date or within thirty (30) calendar days of a service change request.

(ix) The City recognizes that cart availability may occasionally be delayed and will work with the Contractor to adjust delivery schedules as needed over the Agreement term.

(x) Any customers that select a wildlife-resistant cart that is not available within two (2) days of the Service Start-Up Date shall be provided with an interim non-wildlife cart and shall not be assessed a delivery fee for the subsequent cart exchange.

(xi) Exchanges for service level changes:

(1) Customers who request an exchange within two (2) calendar months of the Service Start-Up Date shall not be assessed a delivery fee – each customer address will be limited to one no-cost exchange.

(2) Default service level customers will not be eligible for a no-cost container exchange unless approved by the City.

(3) All other cart exchange requests may be assessed an Additional Fee for delivery as included in the Contractor's monthly invoice.

8. TEMPORARY SERVICE TAGS. Service tags (or “oops” tags) shall be provided and affixed by the Contractor. Service tags shall be of water-proof construction and attachable to carts with a durable mechanism acceptable to the City. Tags shall:

- a. Include text in both English and Spanish;
- b. Be at least 3.25 inches by 7.25 inches in size;
- c. Provide the ability for the Contractor’s drivers to mark issues related to:
 - i. Blocked carts;
 - (i) Carts other than those provided by the Contractor or wildlife-resistant trash carts not approved by the Contractor and/or City;
 - (ii) Trash overflows;
 - (iii) Materials banned from landfill disposal and other materials not accepted for collection;
 - (iv) Recyclables contamination greater than fifteen percent (15%).
 - (v) “Other” blank category that can be marked at the time of collection.

9. SPECIAL SERVICES. The Contractor shall:

- a. Provide door-to-door services to any disabled or impaired customers identified by the City at no additional cost
- b. Allow service holds for customers upon request that are not less than three (3) months or more than four (4) months in duration once per calendar year after which service will revert back to the existing level of service.

10. HOURS AND DAYS OF OPERATION. Contractor collection routes for trash and recyclables shall be limited to a maximum of one per material in each discrete area of the City as established on a map provided annually by the Contractor to the City, per week. Trash and recyclables shall be collected from each residence on the same day. All collections shall be conducted between 6 AM and 7 PM Monday through Friday and 6 AM to 7 PM on Saturdays during any week with a holiday. No collections shall occur on Sundays or holidays. Holiday delays shall be addressed by delaying subsequent collections by one (1) day for the following one (1) week. Holidays shall include the standard six (6) holidays as listed in the proposal.

11. PERSONNEL. The Contractor shall maintain adequate and proper staff whose expertise will assure efficient operation of the services herein specified. All vehicle drivers shall be:

- a. Licensed by the State of Colorado to operate commercial vehicles
- b. Alert, careful, courteous, and competent

- c. Appropriately trained in operations and safety measures
- d. Provided with appropriate communication tools - cell phones shall not be used in a moving vehicle.

12. **TRUCKS AND EQUIPMENT.** The Contractor shall provide all vehicles and equipment needed for collection of all trash and recyclables and for transfer to a landfill or a recyclables processing facility in an efficient and environmentally sensitive manner. The Contractor shall:

- a. Ensure that all vehicles at all times are covered, clean, sanitary and in good repair and maintenance.
- b. Maintain the minimum insurance requirements specified in Section 33.
- c. Not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado vehicle codes.
- d. Shall meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machines, and materials consequential or related to the work.
- e. Shall accept the sole responsibility for complying with all local, county, state, federal or other legal requirements, including, but not limited to safety and inspection regulations.
- f. Will consider the use of alternative fuel vehicles in the fleet servicing City residents as part of any cost increase associated with fuel costs as described in Section 21.b.

13. **MATERIAL LITTER OR VEHICLE LEAKAGE.** The Contractor shall not litter premises in the process of making collections, but the Contractor shall not be required to collect any trash or recyclables that have not been placed in approved carts or in a manner as provided in this Agreement. During hauling, all trash and recyclables shall be contained, tied, or enclosed so that leaking, spillage, or blowing of materials is minimized. Any material spillage caused by the Contractor during collection or transportation associated with collection shall be cleaned up immediately. Any liquid vehicle leakage that originates during collection or transportation associated with collection shall be cleaned up within forty-eight (48) hours.

14. **FEES.** The Contractor is solely responsible for all costs, charges, fees, fines, taxes, and any other assessments associated with collection, management, and disposal of trash, recyclables, and any other materials collected pursuant to this Agreement.

15. **CLIENT SERVICE.** Requests for information, service complaints, service change requests and related customer service needs will primarily be communicated to the Contractor by the City. The Contractor shall:

- a. Maintain an internal service center at a location in Garfield County with normal Mountain Time Zone business hours Monday through Friday (and Saturday on weeks when holidays require Saturday collections);
- b. Shall staff the service center with personnel that have a working knowledge of the City's neighborhoods, services, routes and key contract requirements;
- c. Acknowledge receipt of any requests or query on the same day received or at most within one (1) business day;
- d. Correct any missed collections within two (2) business days including any caused by weather disruptions but excluding any due to late customer set outs or blocked carts;
- e. Resolve any other complaints received within two (2) business days;
- f. Respond to any service change requests within one (1) calendar week – excepting provision of wildlife-resistant trash carts which shall be within thirty (30) calendar days following the Service Start-up date;
- g. All complaints and requests received from the City shall be resolved to the satisfaction of the City, customers and MWR. and shall be reported with manner of resolution to the City in the next quarterly service report.

16. PUBLIC EDUCATION AND OUTREACH. The Contractor shall support the City's activities by:

- a. Providing the City with service-related changes at least thirty (30) days before any change go into effect – these shall be limited to changes in routing, collection schedules, recyclables accepted by the Contractor's processing facility(ies) or other as approved by the City;
- b. Maintaining appropriate labels provided on all customer carts - including providing new labels to customers within thirty (30) days of City approval if list of accepted or unaccepted recyclables change;
- c. Utilizing appropriately marked service tags for all issues described in Section 8;
- d. The Contractor shall not promote its non-contract services in any materials associated with the City's contract.
- e. The City shall be responsible for educating and requiring residents with alley service to post address numbers in the alley in a manner visible to the Contractor.

17. RECORDKEEPING AND REPORTING.

a. The Contractor shall submit a Quarterly Service Report within fifteen (15) business days of the end of each calendar quarter that addresses the previous calendar quarter. The first report shall be submitted for the first calendar quarter of 2024. Photographs do not need to be submitted but shall be electronically available to the City upon request. The report shall include:

- (i) Customer complaints and resolutions by address;
- (ii) If recorded, missed collections due to late set outs or blocked containers by address;
- (iii) Addresses with overflow trash;
- (iv) Addresses with recyclables contamination of fifteen percent (15%) or more – and Contractor management option used;
- (v) Addresses with cart replacements – designating wildlife-resistant/non-wildlife trash carts and recyclable carts;
- (vi) Any vehicle accidents or infractions;
- (vii) Scale-based weight data for each material collected;
 - (1) For mixed loads including City and non-City materials the Contractor shall estimate City-only weights using scale weights and a methodology approved by the City.
 - (2) If scale weights are not available for recyclables the Contractor shall estimate weights using a methodology approved by the City.
 - (3) All methodologies shall be submitted for City review no less than thirty (30) days prior to the Service Start-Up Date.
- (viii) Which facility(ies) any City trash or recyclables were delivered to;
- (ix) Tonnage Reports for City materials including contamination penalties – fees and penalties may be estimated based on weights (or estimated weights per this Section 17.a.vii);
- (x) Recyclables contamination – based on quarterly auditing by the Contractor or the Contractor’s processing facility(ies) with a methodology approved by the City;
 - (1) The City shall be notified at least three (3) business days in advance of any audit and allowed to observe auditing of City materials.

(2) The methodology shall be submitted for City review no less than thirty (30) days prior to the Service Start-Up Date.

(xi) Other information that the City may reasonably request.

b. The Contractor shall submit an Annual Resource Recovery Report within thirty (30) business days of the end of each calendar year; the first full annual report shall be submitted for 2024 but the Contractor shall also submit a report no later than January 31, 2024, for the November 1 through December 31, 2023 time period. All reports shall be developed in a manner suitable for sharing with the public and at a minimum shall include:

(i) Annual landfill diversion by weight for City residential collections:

(1) Including a comparison to each previous year in the contract term (beginning with the 2024 report);

(2) Considering diversion through residential recycling and any other non-contract materials diverted by Glenwood Springs residents collected by the Contractor;

(ii) Comparison of residential diversion rates from the municipalities serviced by MWR with the latest available data.

(iii) Identification of opportunities for additional or revised recycling based on diverted quantity/quality and disposed quantity, markets, and economic viability.

(iv) Greenhouse gas reductions associated with City recyclables collected by the Contractor.

(v) Other Contractor information that will assist the City in gauging program success, program modifications and effective public education.

c. The Contractor shall maintain in its local office full and complete operations and customer Records pertaining to Collection Services provided under this Agreement. The Records shall be maintained for a minimum of three (3) years. The Records shall at all reasonable times be open for inspection and copying for any reasonable purpose of the City upon prior written notice to the Contractor.

18. ANNUAL CITY AUDIT OF TRASH AND RECYCLABLES. The City intends to periodically conduct waste composition audits to evaluate system success and optimize public outreach. The Contractor shall coordinate with the City to provide representative samples at a time and location within the South Canyon Landfill identified for audit activities.

19. TRANSITION SERVICES. The Transition Period will extend from the Commencement Date until the Service Start-Up Date. The Contractor shall:

a. Provide the City with service level descriptions and pricing no later than June 15, 2023;

b. Determine whether customer-provided wildlife-resistant trash carts meet the size requirements of Section 4.a and are compatible with the Contractor's collection equipment;

c. Deliver all non-wildlife-resistant trash carts and as many requested wildlife carts as possible prior to the Service Start-Up Date;

d. Remove all trash and recycling containers owned by the Contractor and in place prior to the implementation of this Agreement from Contractor's existing customers according to a schedule approved by the City – and provide documentation to the City regarding the reuse of recycling of removed containers;

e. Participate in up to three (3) public meetings coordinated by the City during the Transition Period.

20. ANNUAL PRICE CHANGE. The Contractor's rate schedule shall be automatically adjusted subject to Contractor's written notice annually on November 1st beginning on November 1, 2024. The adjustments shall be as measured by fluctuations in the Consumer Price Index for the Denver-Aurora-Lakewood area. Any percentage changed in the Consumer Price Index will equal the percent change in the Contractor's rate schedule to a maximum of six percent (6%) per year unless it is considered an "Uncontrollable Cost" as defined in Section 21.

21. UNCONTROLLABLE COSTS. The Contractor may, in writing, petition the City for a rate schedule adjustment to accommodate Uncontrollable Costs including:

a. Uncontrollable Costs shall include:

(i) Landfill or recyclables processing tip fee increases;

(ii) Changes in local or state regulations that increase the cost of operations;

(iii) Increases in fuel costs of more than 10% over the previous twelve (12) calendar months as reported by the US Energy Information Administration for the Rocky Mountain – the baseline year shall be 2023;

(iv) Other Uncontrollable Costs approved by the City;

b. Any petition shall include the documentation needed to justify the request. Fuel cost petitions shall include an updated description of current alternative fuel vehicles in the fleet servicing City residents and plans for transition or expansion. Any petition shall consider decreases in fuel costs (if any) as a potential counter balance for other uncontrollable costs.

c. The City reserves the right, as a condition of approval, to inspect the Contractor's records that demonstrate the need for an adjustment and to reconsider the value of the Contractor's Performance Bond described in Section 27. The City has no obligation to approve any petition but intends to negotiate in good faith.

22. CUSTOMER BILLING. The City will conduct customer billing and payment for regular residential curbside Collection Services. The City reserves the right to establish a utility customer rate structure that is different from the rate structure it pays the Contractor, including charging an administrative fee. Payments owed to the Contractor are not dependent or contingent upon the City collecting any amounts from customers. The Contractor shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Collection Services, nor shall the Contractor be penalized for Collection Services rendered that remain unpaid by any customer.

23. SERVICE DATA, INVOICING AND COMPENSATION.

a. The Contractor shall transfer actual and complete customer service data by address in an electronic format that is acceptable to the City on a monthly basis.

b. The Contractor shall submit payment invoices no later than five (5) business days following the end of the calendar month, the Contractor shall submit to the City monthly invoices for all Collection Services completed during the previous calendar month and any Additional Fees assessed in an electronic format acceptable to the City and including:

(i) Total number of customers in each service level category including:

(1) Non-group account customers in super-saver, small, medium, and large trash service levels (with subtotals for each level);

(2) Group account customers in super-saver, small, medium, and large trash service levels (with subtotals for each level);

(3) Number of customers with wildlife-resistant trash carts in each service level.

(ii) Service levels for trash and recycling provided by each customer address and identification of any service changes from the previous month.

(iii) Customer addresses with recyclables contamination and banned materials – and how contaminated recyclables were managed.

(iv) Summary of all Additional Fees by address including recyclables contamination penalties, overflow trash penalties, tip fees by materials and other charges and adjustments

(v) Total amount due

c. The Contractor shall be compensated on a monthly basis for its services with payment expected within thirty (30) days of invoicing - any amount the Contractor owes the City pursuant to Sec. 29 of this Agreement may be deducted from any monthly payment by the City.

d. The City retains all rights to audit the Contractor's accounting records as they pertain to this Agreement.

24. EFFECTIVE DATE, TERM, COMMENCEMENT OF SERVICES, RIGHT FOR RENEGOTIATION. This Agreement shall be deemed effective upon the signature of both parties ("Commencement Date"). This Agreement shall continue in effect for a term of five (5) years from the Commencement Date unless terminated. The parties shall have the option of renewing this Agreement for two (2) consecutive two (2) -year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other ninety (90) days prior to the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 24.

25. NO INTERFERENCE. Any activities, actions, or services performed under this Agreement shall not materially interfere with City operations.

26. CONTRACTOR PERFORMANCE REVIEW. A review of Contractor performance will be used by the City to evaluate the Contractor's performance in completing the services required by this Agreement. The City will conduct a review prior to any contract renewal. The City also reserves the right to conduct a full review of Contractor performance at any time during the contract term if any of the trigger levels listed in Table 29.1 are exceeded or any other violation of this Agreement occurs.

27. PERFORMANCE BOND. The Contractor shall provide and maintain at all times a valid, annually renewable, Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument on standard industry forms in the amount of one million dollars (\$1,000,000). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

28. FAILURE TO PERFORM. The City expects high levels of customer satisfaction and Collection Services quality. Improper and insufficient actions or omissions related to any service required by this Agreement will be discouraged, to the extent possible, through liquidated damages and through termination for more serious lapses in service requirements. The Contractor agrees that, as to the matters set forth in Section 29 below, damage to the City and the public interests it protects are not susceptible to ready determination as to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Section 29 below are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

29. **LIQUIDATED DAMAGES.** Liquidated damages may be assessed for the actions and omissions under this agreement set forth in Table 29.1 upon the following conditions:

a. The City will provide the Contractor with written documentation which sets forth the location, date, time, duration and a detailed description of the specific nature of any violation;

b. The Contractor shall have up to three (3) business days or as otherwise noted below to resolve the violation to the reasonable satisfaction of the City;

c. If after three (3) business days the violation remains unresolved, the City may assess liquidated damages and deduct said damages from the Contractor's monthly invoice amount.

Table 29.1 **PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	NUMBER OF OCCURRENCE TRIGGER
Failure to comply with transition schedule activities & milestones	\$500 per day of operation	3
Failure to provide 3 trash service levels plus super saver service to all residents	\$500 per day of operation per customer	3
Failure to provide minimum recycling collection (both minimum materials & level of service) to all residents	\$500 per day of operation per customer	3
Failure to provide minimum organics collection (both minimum materials & level of service) to all residents (if applicable)	\$500 per day of operation per customer	3
Failure to collect any missed collections within 2 business day unless blocked container (must have oops tag)	\$500/customer incident (City) Customer receives 1 month free service	8
Collection of overflow trash without applying appropriately marked oops tag & reporting to City	\$500 per customer	3
Failure to place appropriately marked oops tags for communicating collection issues to residents	\$500 per incident	3
Management of properly set out recyclables as trash	\$3,000 per incident	1
Failure to collect materials spilled during collection	Two times cost of clean-up incurred by City	3
Failure to clean-up vehicle leaks (within 2 business days of occurrence)	Two times cost of clean-up incurred by City	3

Failure to deliver trash & organics (if applicable) to South Canyon Landfill/Compost facilities or recyclables to permitted materials recovery facility(ies)	\$3,000 per incident	1
Failure to maintain carts in good working conditions (within 2 business days of observation by driver, customer or City)	\$100 per cart	5
Failure to deliver carts within 2 business days of service start-up or 1 week of request after start-up (except for wildlife-resistant carts which shall be delivered within 6 months of start-up or 30 calendar days or request after start-up)	\$250 per day of operation per cart	3
Failure to deploy carts with City labels	\$100 per cart	3
Failure to maintain vehicles that are clean, sanitary, covered & in good working order	\$250 per vehicle per occurrence	3
Failure to cover vehicles that contain trash, recyclables, organics or other solid waste	\$250 per vehicle per occurrence	3
Failure to appropriately license drivers	\$1,000 per driver per day of operation	1
Failure to provide every driver with safety training	\$1,000 per driver per day of operation	1
Collection before 7 AM or after 7 PM or on any day other than specified collection day without City's pre-approval	\$250 per incident (each truck on each route shall be a separate incident)	3
Failure to maintain maximum one trash route, one recycling route & one organics route (if applicable) in each residential area	\$500 per incident	1
Failure to maintain internal service staff familiar with City & contract during business hours	\$250/incident	1
Failure to resolve customer complaints (resolved or resolution scheduled within 2 business days)	\$250 per complaint	5
Failure to attend pre-service start-up public meetings	\$3,000 per failure	1
Delay in providing monthly billing data	\$500 per day of operation	2
Delay in submitting reports	\$250 per day of operation per report	3
Intentional misrepresentation in records or reporting	\$5,000 per incident	1
Failure to maintain performance bond	\$10,000 per incident	1

Notwithstanding the liquidated damages set forth herein, the City has the right to exercise any and all remedies it may have with respect to these and other violations of City codes, laws, rules and regulations and breaches of this Agreement. Any schedule of liquidated damages shall not affect the City's ability to terminate this Agreement for breach.

30. NON-APPROPRIATION. To comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, if the City fails to annually appropriate sufficient money to fund any financial obligations arising out of this Agreement, this Agreement will be considered to have been terminated by the City.

31. TERMINATION.

a. In the event of a failure by Contractor to perform any material provision of this Agreement, the City may give written notice of such breach to the Contractor along with at least thirty (30) days to correct such breach (the "Cure Period"), provided that, if such breach is of a nature that it cannot be cured within thirty (30) days, then the time for cure shall be extended provided that Contractor promptly commences cure and diligently completes cure within a reasonable time. The City may terminate this Agreement after such Cure Period if Contractor has not adequately corrected such breach in accordance with this Agreement (unless such breach and/or failure to cure is due to a Force Majeure event, in which case Contractor's performance hereunder shall be suspended for the duration of such Force Majeure event and a reasonable period thereafter), and the City so notifies Contractor in writing of such termination action. Except for such right during the initial term of this Agreement, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.

b. In the event of a failure by City to perform any material provision of this Agreement, the Contractor may give written notice of such breach to the City along with at least thirty (30) days (the "Cure Period") to correct such breach. Contractor may terminate this Agreement after such Cure Period if Town has not adequately corrected such breach in accordance with this Agreement and Contractor so notifies City in writing of such termination action.

32. INDEPENDENT CONTRACTOR. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

33. **INSURANCE.** Contractor shall procure and maintain and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The policies required below, except for the Worker's Compensation insurance, shall include the City as an additional insured.

a. **Worker's Compensation.** Contractor shall provide Worker's Compensation insurance in an amount sufficient to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement.

b. **Comprehensive General Liability.** Contractor shall provide Comprehensive General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.

c. **Automobile Liability.** Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of services. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.

34. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the City and its elected and appointed officers, employees, agents, and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to this Agreement. The Contractor's agreement to indemnify the City shall include the obligation to pay any reasonable attorneys' fees or costs incurred by the City in defense of any such claims. The obligations of Contractor under this section shall survive the expiration or termination of this Agreement.

35. **NOTICE.** All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail or by recognized overnight courier to such party's representative at the address of the party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either party may from time to time designate by written notice substitute addresses or persons to

whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

CITY:

City of Glenwood Springs
c/o _____
101 W. 8th Street
Glenwood Springs, CO 81601

CONTRACTOR:

Mountain Waste & Recycling
c/o District Manager
P.O. Box 99
Carbondale, CO 81623

With a copy to:
Waste Connections US, Inc.
c/o Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77381

36. **FORCE MAJEURE.** "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, severe storms, earthquake, epidemic, pandemic war, riot, strikes, lockouts, rebellion, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. In cases of inclement weather, the Contractor and the City shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a Force Majeure event.

37. **COMPLIANCE WITH LAW.** The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county, and City laws, ordinances, rules, and regulations.

38. **VENUE AND APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Garfield, State of Colorado.

39. **GOVERNMENTAL IMMUNITY.** No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.

40. **NO WAIVER.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any of the other terms or obligations of this Agreement.

41. **ASSIGNMENT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns. The Contractor shall not assign this Agreement, in whole or in part, or

assign any rights to payment hereunder, without prior written consent of the City, however, notwithstanding the foregoing, the Contractor may assign this Agreement, without the City's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.

42. DEFAULT ATTORNEY FEES. In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs.

43. ENTIRE AGREEMENT AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

44. AUTHORITY TO EXECUTE AGREEMENT. The signatory of the Contractor represents and warrants that he/she has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

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

CITY OF GLENWOOD SPRINGS, COLORADO,
a Colorado home rule municipal corporation

By: _____
Beverli Marshall, City Manager

ATTEST:

Ryan Muse, City Clerk

CONTRACTOR:
MOUNTAIN ROLL-OFFS, INC. D/B/A
MOUNTAIN WASTE & RECYCLING

By: _____
_____, _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____
2023, by _____, as _____ of Mountain
Roll-Offs, Inc. d/b/a Mountain Waste & Recycling.

My commission expires _____.
Witness my hand and official seal.

Notary Public

EXHIBIT A
Request for Proposals

EXHIBIT B

Contractor's Proposal

EXHIBIT C

Pricing and Service Level Addendum



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Award Request for Qualification 2023-24Q Modular Office Building
Action Requested:	Award Request for Qualification 2023-24Q Modular Office Building to American Portable Buildings
Department:	Public Works
Presented By:	Mike Hoffman, Matthew Langhorst
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure
Background Info:	Since the sale of the Municipal Operations Center (MOC) the water and waste water field operation crews and plant operations crews have been sharing office space at the wastewater plant. This was always intended to be a temporary situation with the field divisions finding a new home at the appropriate point. Staff budgeted \$100,000 for Field Operations Offices this year, which \$75,000 would be put toward the \$181,482 in expenses for the building and \$25,000 would be put toward a foundation system for the building. The departments would then finance the remaining amount over 3 years through the same process the city acquired the streets buildings at the south yard. There were three bids received for the building project ranging from \$181,482 to \$194,534.
Issues:	None at this time.
Fiscal Impact:	The Departments budgeted for this expense in 2023 and will need to budget approximately \$55,000 in the Capital Projects Fund for the buildings in 2024 and again in 2025.
Legal Review:	None at this time.
Staff Recommendation:	Staff is recommending award of Request for Qualification 2023-24Q Modular Office Building to American Portable Buildings for \$181,482 financed over three years in the Capital Projects Fund.



Gravel Parking

24x60 Office
Space

Bid Schedule

Bid Item No.	Bid Item Description	Quantity	Unit	Total
1	Building Price: 24'x60' Modular Office Complex per attached design floor plan and elevations. To include delivery and set up at 2315 Wulfsohn Rd. Glenwood Springs, CO 81601.	1	EA	\$160,051.00
2	Installation: Set on concrete pads and block columns, to be provided by others, but designed by supply contractor.	1	EA	\$15,307.00
3	Skirts: Labor, material and installation.	1	EA	\$6,124.00
4	Total Price: Line items 1-3			\$181,482.00



OUR CORE VALUES



**NAIL THE
DETAILS**



**CREATE
CLARITY**



**DELIVER
VALUE**

American Portable Buildings exists to support the people in America getting things done. We believe that being cramped is a barrier to your best work and we've delivered for more than forty years by listening to your needs, timelines, and budgets to expertly guide you to solutions that will give your project breathing room.

Our promise is a detail-obsessed process from beginning to end. Whether we are working on a new build, or a quick and simple lease, we look forward to creating, building, and delivering for you.

TRENT



TRENT WIESEN - PRESIDENT

1.888.905.1444

APBCorp.com



WHAT TO EXPECT

**EVERY PROJECT STARTS WITH
REAL LISTENING SO WE CAN
FIND THE RIGHT SOLUTION AT
THE BEST PRICE**

**YOU CAN TRUST IN OUR
40+ YEARS OF EXPERIENCE
FINDING THE BEST SOLUTIONS
TO UNIQUE NEEDS**

**WE ARE LASER-FOCUSED ON
DETAILS SO YOU CAN KEEP YOUR
FOCUS ON YOUR WORK**

***Getting you the space you need, when you need it,
at the price you need can only be done by listening.***

Working with us means working with a reliable partner who respects the unique needs of your project, your time, and your budget. We learn what those needs are by a commitment to listening first.

We are proud of the answers and relationships we have, and know where to look for the ones we don't.

After listening to your unique needs we get to work designing the right solutions. Our experience gives us the advantage in finding creative solutions to unique needs across countless industries.

With American Portable Buildings you can trust in the attentive focus at the core of our business.

We know you have lots on your to-do list, so we make sure that worrying about the details isn't on it. We know that our reputation depends on stable, useful solutions to your needs, and that starts with obsession over the details.

MEASURE TWICE, QUOTE ONCE.

- ***Expect to feel heard throughout the process.***
- ***Expect your project to be thoroughly understood.***
- ***Expect a competitively shopped budget.***

1.888.905.1444

APBCorp.com

PROJECT PROPOSAL



BUILDING PRICE

- New 24'x60' Modular Office Complex
 - Includes delivery to Glenwood Springs, CO (SUBJECT TO FUEL SURCHARGE AT TIME OF DELIVERY)

\$160,051.00

INSTALLATION

- Assumes standard set using concrete block on customer prepared foundation
 - Includes design and engineering of a shallow foundation system (spread footings)
 - If a deep foundation system (piers or piles) is required ADD - \$3,172

\$15,307.00

SKIRTING

- Includes labor and materials

\$6,124.00

ADA RAMP & STEPS (optional)

- Includes standard 30' ADA ramp and 1 set of ADA steps

N/A

TOTAL:

\$181,482.00

CUSTOMER SIGNATURE: _____ **DATE:** _____

Your Project Manager:

Trent Wiesen
trent@apbcorp.com

Prepared For:

Ryan Muse
ryan.muse@cogs.us

Phone:

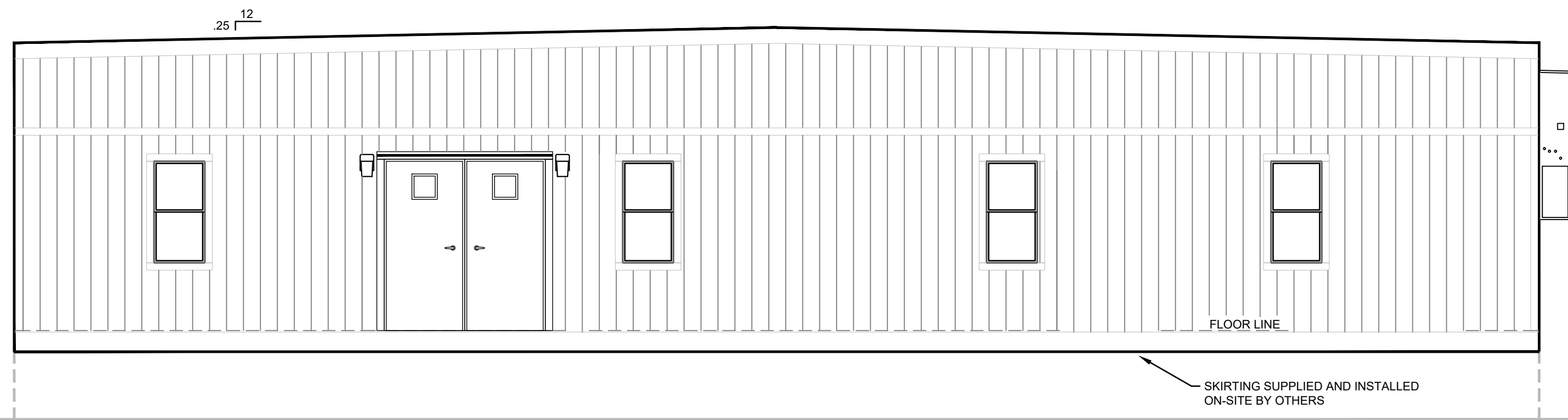
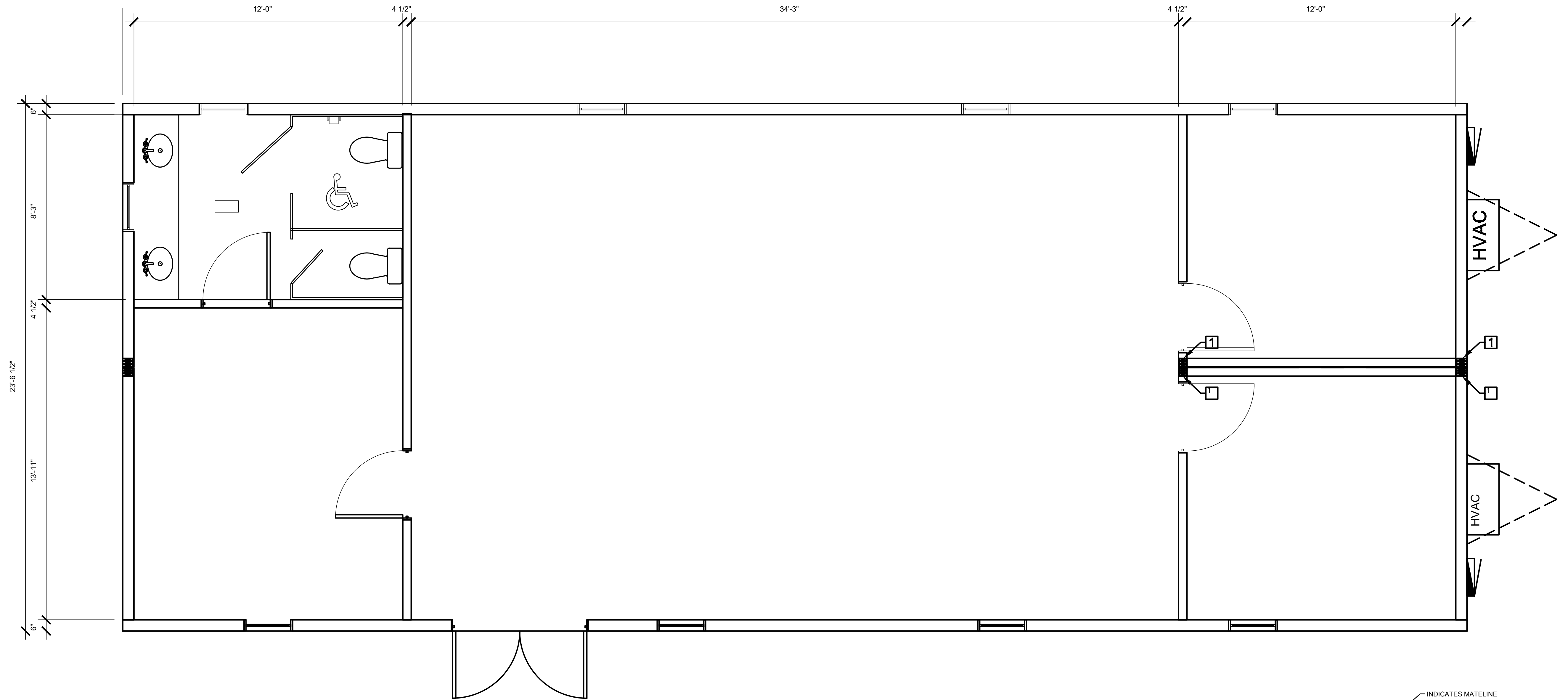
970-384-6406

NOTE: Any required permits, site plans and/or site preparations are the responsibility of the customer and not included in this quote. Also not included is the connection of utilities, plumbing, etc. Assumes sufficient access for delivery truck. Assumes standard set. APB Corp is not responsible for damages to asphalt or other foundations during install.

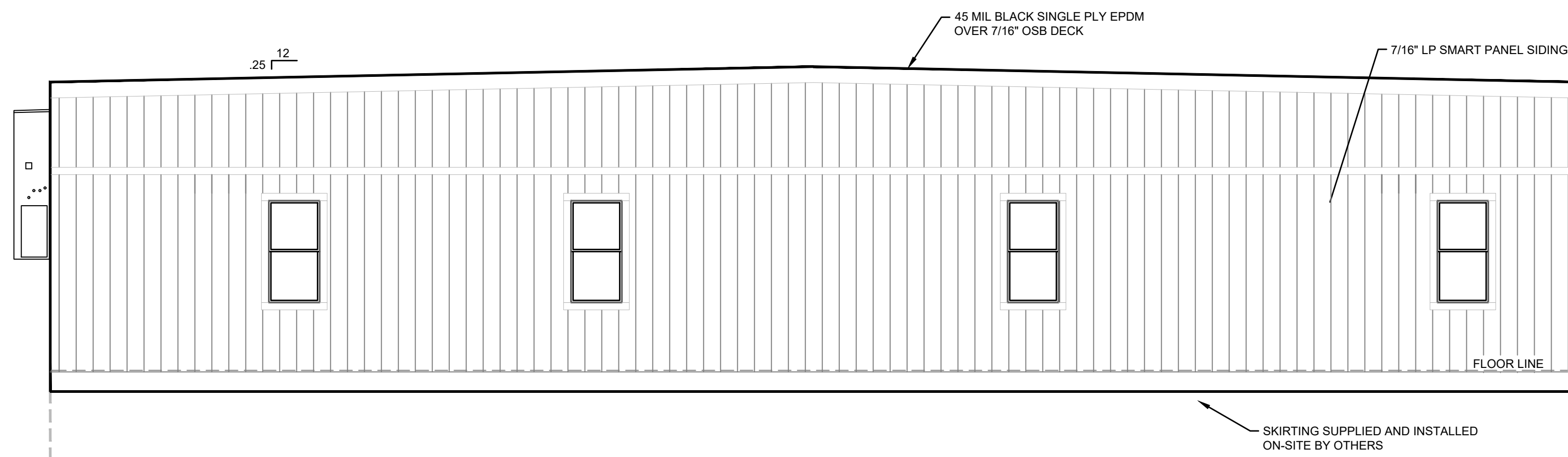
Signature indicates that the above prices, and outlined specs & conditions are hereby accepted. APB Corp is authorized to begin work as specified above. Any change orders shall be in writing. Proposal valid for 30 days. Applicable taxes not included.

Billing Schedule: Invoice 25% upon signing, 25% upon delivery of drawings, 30% prior to shipment, and remaining 20% upon delivery.

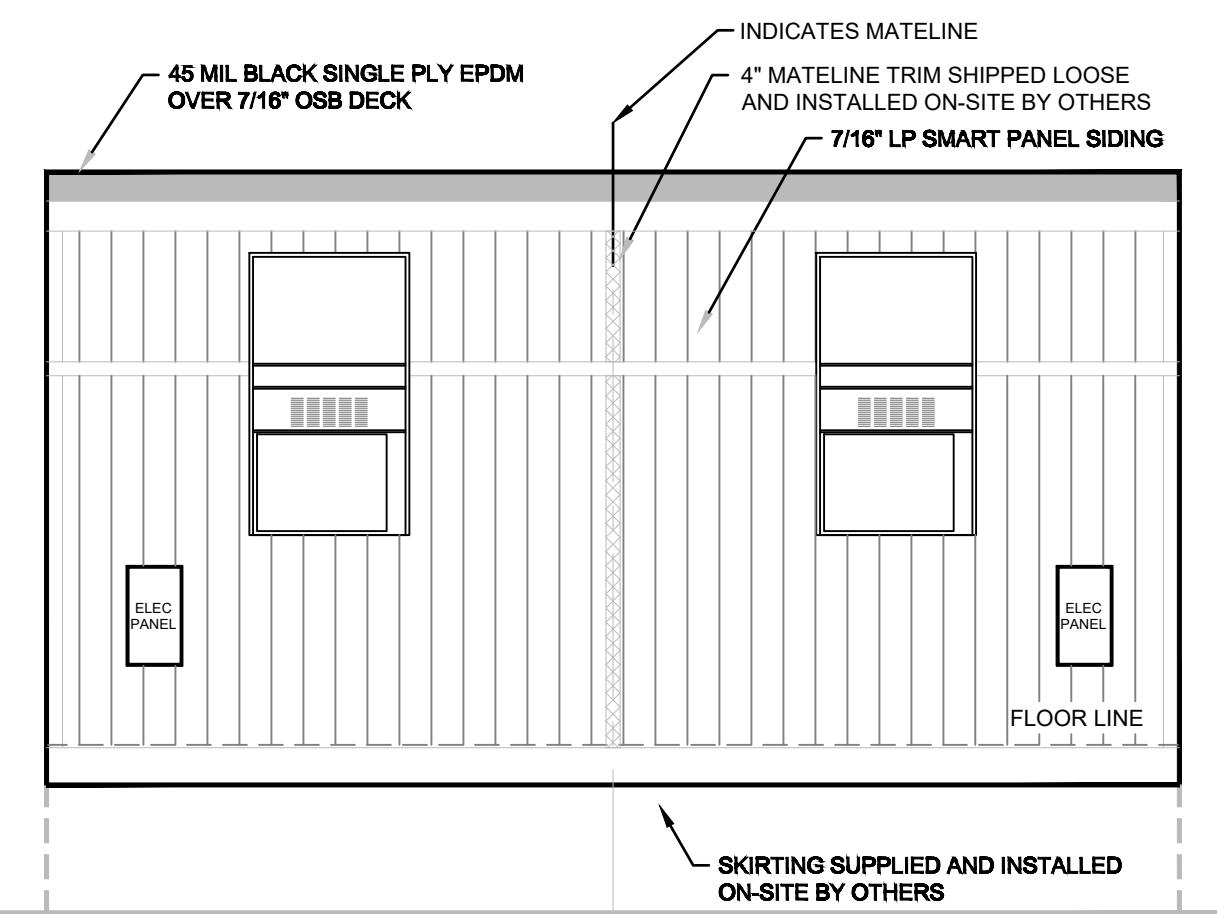
Payment due net 10 days.



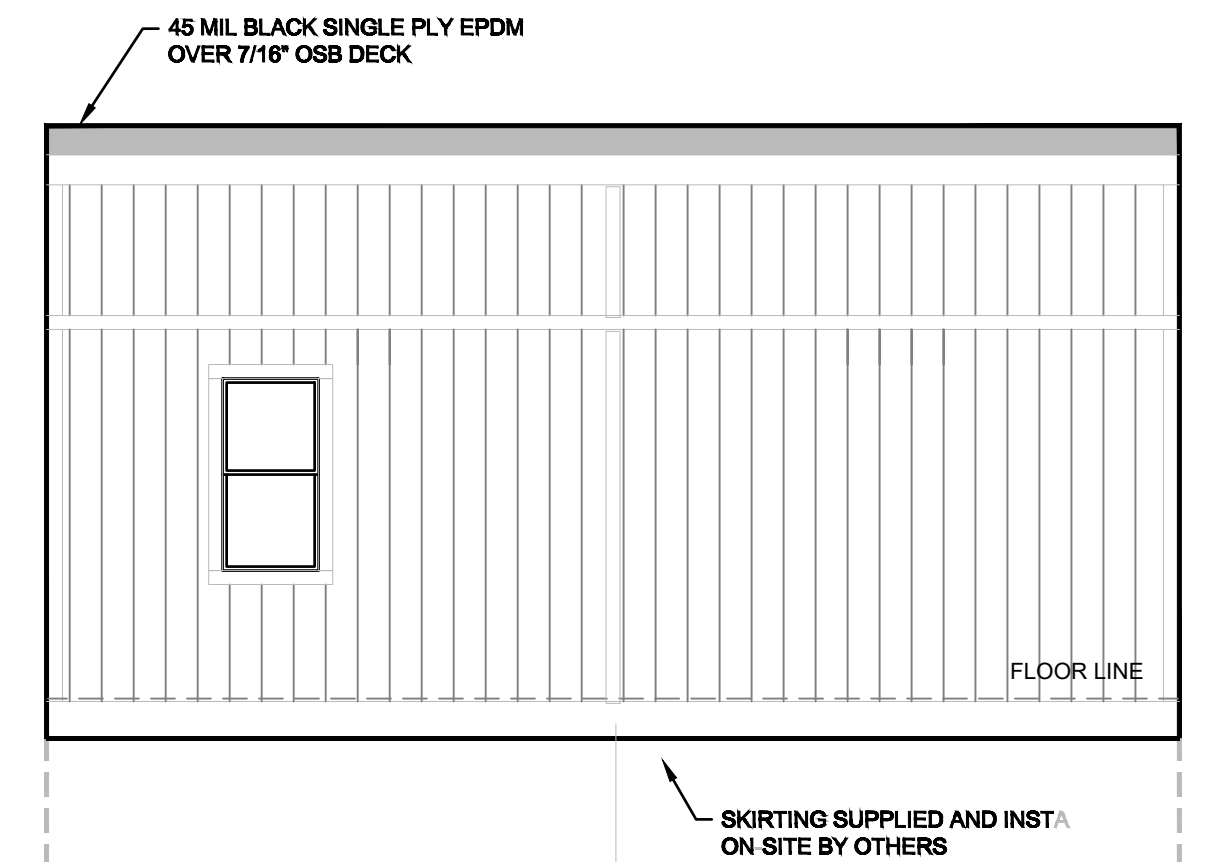
3 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



4 REAR ELEVATION
SCALE: 1/4" = 1'-0"



5 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



6 LEFT ELEVATION
SCALE: 1/4" = 1'-0"

SPEC SHEET

Date: April 21, 2023

Quote Number: IB-0370-2023

Size: 24 x 60 Description: Glenwood Springs Office

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>
<u>QUANTITY</u>		
FRAME		
	OUTRIGGER	12' X 60' - 12"X11.8# I-Beam - Outriggers/Crossmembers @ 4ft O.C. 2.00
	AXLES	(5) 3-Brake & 2-Idler New 2.00
FLOOR		
	JOIST	2 X 8 #2 SYP or equal @ 16" O/C w/ Dbl Perimeter
	DECKING	3/4" T&G Sturd-I-Floor Plywood
	INSULATION	R-30 Unfaced Fiberglass Battens (2-Layers of R-15)
	COVERING	Floor Tile VCT 1/8" X 12" X 12"
	MISC	Bottom Board Mobileflex
EXTERIOR WALL		
	STUDS	2 X 6 #2 SYP or Equal @ 16" o.c. w/ dbl top & sgl bottom plate - 10' Tall
	SIDING	Smart Panel 3/8" W/ Housewrap
	COVERING	4' FRP Over 1/2" MR (VCG Above) (Ext Wall)
	COVERING	1/2" Vinyl Covered Gyp w/ wrapped battens- 8' (Ext Wall)
	INSULATION	R-21 Kraft Fiberglass Batts
INTERIOR WALL		
	STUDS	2 X 4 #2 SYP or Equal @ 16" o.c. w/ dbl top & sgl bottom plate - 08' Tall
		Walls to be doubled at mateline in 12'x12' offices
	INSULATION	R-11 Unfaced Int. Wall @ 10' Tall to be used in locker room and restroom.
	COVERING	1/2" Vinyl Covered Gyp w/ wrapped battens- 8'
	COVERING	4' FRP Over 1/2" MR (VCG Above)
	COLUMNS	2 X 4 X 8' Column - Concealed
	COLUMNS	2 X 6 X 8' Column - Concealed

SPEC SHEET

Date: April 21, 2023

Quote Number: IB-0370-2023

Size: 24 x 60 Description: Glenwood Springs Office

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>
<u>QUANTITY</u>		
INTERIOR WALL		
MISC	Wall Extended To Rafters - Approx 2ft Restroom and locker room only	
INTERIOR TRIM		
COVE BASE	Wall Base Vinyl 4" Installed throughout	
ROOF		
JOIST	2 X 10 #2 SYP or Equal @ 12" O.C. Snow load 40# Roof, 50# Ground. Transverse slope	
MATE BEAM	4-Layer Plywood Beam - 32"	
INSULATION	R-38C Unfaced (W/ Support Netting)	
DECKING	7/16" Decking for Class C Roofing	
COVERING	EPDM .045 Black	
CEILING	2 X 4 T-Grid - Mineral Fiber #769 Finished ceiling 7' 10"	
WINDOW		
WINDOW 24 X 52	Vinyl VS - Low E (66) (ADA Sash) (Two frosted)	8.00
EXTERIOR DOOR		
DOOR	72X80 - Commercial Steel - Double Door	1.00
LOCKSET	Deadbolt - Grade 2 - Single Cylinder	1.00
LOCKSET	Passage Lever - Grade 2	1.00
HARDWARE	Closer - Tell 600 Series	2.00
HARDWARE	Astragal W/ Head & Foot Bolts	1.00
MISC	Vision Panel - 10 X 10	2.00
INTERIOR DOOR		
DOOR	36X80 6-Panel Painted - Hollow Core - W/ Wood Jamb	4.00
LOCKSET	Passage - Grade 2 - Lever	4.00

SPEC SHEET

Date: April 21, 2023

Quote Number: IB-0370-2023

Size: 24 x 60 Description: Glenwood Springs Office

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>
<u>QUANTITY</u>		
INTERIOR DOOR		
HARDWARE	Door Stop - Floor Mount (Int. Doors)	4.00
HARDWARE	Closer - Tell 600 Series (Int. Doors)	2.00
	Locker room and restroom doors	
ELECTRICAL		
PANEL	1 Ph, Nema 1, Internal, 125 Amp	1.00
PANEL	1 Ph, Nema 1, Internal, 150 Amp	1.00
RACEWAY	EMT W/ Green Ground	
LIGHT	Flat Panel - LED - 5000 Lumen	18.00
EXTERIOR LIGHTS	Exterior 9w LED With Photo Control	1.00
EXIT/EMERGENCY LIGHTS	Emergency Light - Remote Head - Exterior	
1.00		
EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	
1.00		
	Green for Colorado	
SWITCH	Occupancy Sensor Wall Mount (EMT)	2.00
SWITCH	Occupancy Sensor Ceiling Mount (EMT)	4.00
RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
RECEPTACLE	20A - WR For Heat Tape	1.00
RECEPTACLE	20A - GFCI Protected Duplex	2.00
RECEPTACLE	20A - Duplex	18.00
PHONE/DATA	2 X 4 J-Box W/ 3/4" Conduit Stubbed Up	10.00
PLUMBING		
PIPE	Pipe - PEX 3/4"	
WATER CLOSET	Water Closet - Tank Type - Elongated - PEX	1.00
WATER CLOSET	Water Closet - Tank Type - Handicap - PEX	1.00

SPEC SHEET

Date: April 21, 2023

Quote Number: IB-0370-2023

Size: 24 x 60 Description: Glenwood Springs Office

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>
<u>QUANTITY</u>		
PLUMBING		
	LAVATORIES	Lavatory - Drop-In - PEX 2.00
	WATER HEATERS	Insta - Hot 1.00
	ACCESSORIES	Grab-Bar - 18" Vertical 1.00
	ACCESSORIES	Toilet Paper Dispenser 2.00
	ACCESSORIES	Grab-Bars - Set 1.00
	ACCESSORIES	Mirror - 18" X 36" W/Clips 2.00
	ACCESSORIES	Partition - Std. Stall (Non-ADA) 1.00
	ACCESSORIES	Partition - Handicap Stall 1.00
HVAC		
	A/C - WALL MOUNT	3-Ton - 15KW Heat Strip - 1P - W/PGM T-Stat - Bard or Eubank or Equal 2.00
	DUCT	Fiberglass Ductboard - 1-1/2" X 11" X 9"
	DUCT	Fiberglass Ductboard - 1-1/2" x 18" X 9"
	GRILLS	Return Grille - 24 X 24 - Perforated Lay-In 6.00 Wall jump to plenum return
	GRILLS	Supply Grille - 24 X 24 Lay-In W/Damper 12.00
	EXHAUST FANS	110 CFM - Ceiling Mount 1.00
	EXHAUST FANS	180 CFM - Ceiling Mount 1.00
	MISC	Plenum Wall 24.00
FURNISHINGS		
	CABINETS	Custom Laminate Countertop W/ Supports 8.00
SKIRTING		
	SKIRTING	
MISC		

SPEC SHEET

Date: April 21, 2023

Quote Number: IB-0370-2023

Size: 24 x 60 Description: Glenwood Springs Office

<u>COMPONENT</u>		<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>
<u>QUANTITY</u>			
MISC	MISC	Colorado - Close-Up	120.00
STATES	STATE APP	CO State Approval	

CLARIFICATIONS

“Buyer” refers to the customer, the City of Glenwood Springs, CO.

“Seller” refers to American Portable Buildings Corp.

1. **PRICING:** Prices quoted exclude any required taxes, licenses, permits, and fees. Buyer is responsible for obtaining any required building permits and securing local installation and foundation approvals if necessary. Delivery and installation prices based on a level, readily accessible site with adequate drainage, and subject to change following a visit to the site.
2. **TIMELINE:** As of May 1, 2023, projected delivery timeline is late September or early October of 2023. This recognizes that there are elements associated with the timeline that are outside of our control. While the Seller commits to do everything within their power to deliver according to this timeline, they shall not be held responsible for delays resulting from State approval timelines, unanticipated materials shortages, weather delays, or other delays resulting from issues outside of their control.
3. **TRANSPORT:** All known transportation permits, including state level permits for transportation are included in this proposal. Any local requirements not known at this time (city permits, police escorts, traffic control, etc) will be in addition to current proposal, and handled via change order. Building transport prices are based on average fuel prices as of May 2023 and are subject to the addition of a fuel surcharge at time of delivery.
4. **INSTALLATION:** Pricing for the building installation is based on a target install height of 36” at the threshold. If the buyer desires either a higher or lower installed height, it may result in additional expense.
5. **PAYMENT SCHEDULE:** 25% due upon execution of this contract, 25% due upon delivery of engineer stamped drawings, 30% prior to transport, and the remaining 20% due after installation. NOTE: any warranty items that can’t be addressed while the install crew is on site will be addressed as a part of the 1-year warranty period as outlined below, and do not serve as grounds to delay payment of the final 20% due. Changes to the building, or any part of the scope of work will be charged via change order and added to the amount due upon completion of the project. All transactions are subject to credit approval.
6. **PERMISSIONS:** Buyer’s signature indicates that they have received the permissions necessary from local authorities to install the building on the intended site and affirms that all required permits will be in place prior to delivery. The Buyer may, at Buyer’s option, disregard the issuance of permits by local authorities and authorize Seller to proceed with production of the structure at Buyer’s risk. Should the project be canceled by local authorities or the election of the Buyer at any point, Buyer is responsible for all costs incurred to that point, up to the full cost of the building and associated services.

WARRANTY STATEMENT

American Portable Buildings Corp warrants for a period of one (1) year from the date of completion of the building at the manufacturer (not delivery to the site) that the building will be free from defects in materials and workmanships under normal use. Mechanical items such as HVAC units purchased by the building manufacturer carry their own warranties and are not attested to in this agreement. Buildings that have been subjected to misuse, neglect or accident are not covered by this warranty.

During the warranty period, American Portable Buildings Corp must be made immediately aware of any warranty issues, and given a reasonable amount of time, as dictated by the urgency of the situation, to replace or repair the defective part. No defect or failure shall be remedied by the Buyer without the written consent from American Portable Buildings Corp. American Portable Buildings Corp is not liable for damages or loss associated with unauthorized repairs.

The Buyer is responsible for HVAC filter changes, minor door adjustments, foundation, and pier re-leveling, cleaning and upkeep of the interior and exterior surfaces. Buyer is responsible for sealing and waxing tile floors prior to use of the building. If sealing and waxing is not completed correctly, tile damage or replacement will be the Buyer’s responsibility.

SCOPE OF WORK

Seller acknowledges that they are responsible for the following:

- Seller will furnish engineering and drawings for the modular building, including any required 3rd party certifications.
- Seller will furnish state level transportation permits.
- Seller will carry all necessary insurance during installation.
- Seller will provide the warranty terms outlined above.
- Seller will construct the modular building in accordance with outlined specifications.
- Seller will deliver the building to the site and install on the customer provided foundation pad.
- Seller will block, level, and anchor the building according to industry standards, using cross-drive anchors.
 - Seller will provide site specific, engineered foundation plans.
- Seller will remove tires, axels and hitches if required to achieve desire installation height.
 - If the removal of axels is required, it may result in additional expense.
- If applicable, seller will complete all interior and exterior finishes along module seams, including completion of the roof seam.
- Seller will adjust all doors immediately after installation.
 - Subsequent adjustments are Buyer's responsibility.
- Seller will install aluminum ramp, deck and steps if included in purchase.
- Seller will skirt the exterior crawl space of the building if included in the purchase.
- Seller will deliver the interior of the building free of debris and swept clean only.

Buyer acknowledges that they are responsible for the following:

- Buyer will provide all required site and foundation preparations, and any associated plans, engineering, reports, treatments, permits, taxes and fees, unless otherwise outlined in this agreement.
- Buyer will deliver a level site with a foundation pad capable of supporting a recommended 2,500 pounds per square foot, free from obstruction, with clear access for delivery vehicles.
- Buyer understands that installing to a specific threshold height (for instance 30" to accommodate use of a 30' ADA ramp) may limit the size of the crawl space under the building.
 - This may necessitate plumbing stub outs installed before delivery, trenching for plumbing after delivery, or the creation of a separate crawl space under the building to make plumbing connections.
- The Buyer will provide a staging/storage space contiguous to the project site with sufficient room to house all required modules prior to installation if necessary.
- Buyer will furnish any required site services (temporary power/lighting, parking controls, enclosures, dumpsters, etc).
- Buyer will provide the means (forklift, etc) for removing ADA ramps and steps from delivery vehicles upon arrival if necessary.
- Buyer is responsible for final furniture, final building keying (if required), fire alarm system (if required), safety and security systems (if required), voice/data/telecom systems and wiring.
- Buyer is responsible for final connections to electrical, water, sewer, gas and drainage.
- Buyer is responsible for provision of gutters and downspouts unless otherwise specified.

PROJECT CLOSEOUT

Buyer's and Seller's reps will participate together in a punch list walk through following completion of Seller's scope of work. Utilities connections must be made prior to walkthrough to inspect electrical, HVAC, plumbing, etc. If utilities connections cannot be made prior to the time of the punch-list walkthrough, Seller reserves the right to charge Buyer for travel expenses incurred for the Seller's return trip to address any discovered issues.

Buyer Signature

Date

Seller Signature

Date



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Safe Streets and Roads for All (SS4A) Intergovernmental Agreement (IGA)
Action Requested:	Approval to enter an Intergovernmental Agreement (IGA) with the Federal Highway Administration (FHWA) for the Safe Streets and Roads for All (SS4A) Grant.
Department:	Engineering
Presented By:	Jessica Bowser
Strategic Goals:	Protect and Preserve our Quality of Life Preserve and Improve Infrastructure Ensure Public Safety
Background Info:	The City applied for the Safe Streets and Roads for All (SS4A) grant in September 2022 to develop a Safety Action Plan for the City of Glenwood Springs and was awarded \$480,000 with a \$120,000 grant match, totaling \$600,000. One of the key qualifications for this grant was the completion of a Local Road Safety Plan (LRSP) that the city adopted last year. This safety action plan will further revise the findings in the LRSP and existing traffic plans to identify key safety improvements for the City. The action plan will include safety improvements throughout the entire city, but will focus on potential improvements to the State Highway 82 Corridor. Once this plan is adopted, the City could then pursue SS4A Implementation Grant Funding to design and build the improvements identified in this plan. The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years, starting in 2022. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The 37 projects that were awarded Implementation funding in 2022 from \$2,000,000 to \$30,000,000.
Issues:	None
Fiscal Impact:	The \$120,000 match is already in the 2023 professional services budget in the engineering department of the General Fund. However, staff has confirmed that it is an eligible expense in the Transportation (Bus Tax) Fund and would like to move it there in the next budget amendment. The Bus Tax Fund is projected to run a \$250,000 surplus and end 2023 with \$2,000,000 in unallocated reserves. we can more easily afford it there than in the General Fund.
Legal Review:	Legal has reviewed the IGA.
Staff Recommendation:	Staff supports approval of the IGA.

1. **Award No.**
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
- Unique Entity Id.: RU8PVC6GDD47
TIN No.: 84-6000589
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award –
7. **Total Amount**
- | | |
|----------------------|-----------|
| Federal Share: | \$480,000 |
| Recipient Share: | \$120,000 |
| Other Federal Funds: | \$0 |
| Other Funds: | \$0 |
| Total: | \$600,000 |
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230496PR
11. **Federal Funds Obligated**
\$0
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15. **Description of Project**
City of Glenwood Springs Comprehensive Safety Action Plan.

RECIPIENT

16. **Signature of Person Authorized to Sign**

Signature
Name: Ingrid Wussow
Title: City of Glenwood Springs Mayor

Date

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

Signature
Name: Monique Snow-Manning
Title: Agreement Officer

Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Glenwood Springs (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Glenwood Springs: Comprehensive Safety Action Planning Project.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Glenwood Springs: Comprehensive Safety Action Planning Project

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$480,000

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Glenwood Springs to develop a comprehensive safety action plan. The comprehensive safety action plan for public roadways within the City of Glenwood Springs, including Highway 6&24 and State Highway 82 including State Highway 82 south of the city into Garfield County to include the CR 154/Buffalo Valley intersection and the proposed South Bridge Interchange just north of milepost 4 on State Highway 82.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	October 2024
Planned Action Plan Completion Date:	December 2024
Planned Action Plan Adoption Date:	January 2025
Planned SS4A Final Report Date:	Ma 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$480,000
Other Federal Funds:	\$ 0
State Funds:	\$ 0
Local Funds:	\$120,000
In-Kind Match:	\$ 0
Other Funds:	\$ 0
Total Eligible Project Cost:	\$600,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$480,000.00	\$120,000.00	\$600,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$480,000.00	\$120,000.00	\$600,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

RU8PVC6GDD47

4.2 Recipient Contact(s).

Beverli Marshall
City Manager
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, Colorado 81601
970-384-6401
beverli.marshall@cogs.us

4.3 Recipient Key Personnel.

Name	Title or Position
Ryan Gordon	City Engineer
Matt Langhorst	Public Works Director

4.4 USDOT Project Contact(s).

Stephen.Parker@dot.goc
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4668
stephen.parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue, Suite 390
Lakewood, CO 80228

(720) 963-3589
Ashley.cucchiarelli@dot.gov
and

TBD
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590

and

Division Administrator
Agreement Officer's Representative (AOR)
FHWA Colorado Division Administrator
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
colorado.fhwa@dot.gov

and

Ajin Hu
Colorado Division Office Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3071
ajin.hu@dot.gov

and

Jeff Bellen
Area Engineer
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3438
jeff.bellen@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and Section 6 on Page 1.

- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Comprehensive safety action plan for public roadways within the City of Glenwood Springs, including Highway 6&24 and State Highway 82 including State Highway 82 south of the city into Garfield County to include the CR 154/Bufalo Valley intersection and the proposed South Bridge Interchange just north of milepost 4 on State Highway 82.

Baseline Measurement Date: Spring 2024

Baseline Report Date: Spring 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: The scope would be expanded to include areas south of the city along State Highway 82 to the proposed South Bridge Interchange.

Schedule: Remains the same.

Budget: Remains the same.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Action Plan developed by the City will be used to guide the City’s Capital Improvements planning. Improvements identified in the action plan will be incorporated with the design and construction of future projects to facilitate safer roads for all modes of the traveling public, but more specifically will provide safer roads for the more vulnerable users such as pedestrians and bike users.



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Scoping Letter for Thompson Divide Withdrawal and Request to be Cooperating Agency
Action Requested:	Approve
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The Forest Service is conducting a Scoping Comment Period for the Thompson Divide Administrative Withdrawal. The City has a long history of supporting protection of the Thompson Divide and this is an opportunity for the new Council to reaffirm that support. Forest Service is planning to incorporate existing comments from January into the Scoping period. The letter also requests that the City be designated a Cooperating Agency pursuant to federal NEPA regulations. This will give the City the opportunity to be involved in the development and draft review of the forthcoming environmental analysis.
Issues:	None
Fiscal Impact:	None
Legal Review:	Legal drafted the letter.
Staff Recommendation:	Approval

June 1, 2023

Scott Fitzwilliams
Forest Supervisor
White River National Forest

Chad Stewart
Forest Supervisor
Grand Mesa, Uncompahgre, and Gunnison National Forests



RE: Scoping Comment Letter on Thompson Divide Withdrawal and Request for Cooperating Agency Status

Dear Messrs. Fitzwilliams and Stewart,

The City of Glenwood Springs has been proud to support the protection of the Thompson Divide since 2009. As documented in the attached correspondence from the past decade-and-a-half of support, the Thompson Divide area is worthy of protection. We understand and appreciate that the Forest Service will be including the City's comments on the Federal Register Notice of the Withdrawal, attached hereto for convenience, as part of the Scoping Comment Period. With the recent election of three new City Council Members, we wish to reaffirm that the City fully supports Thompson Divide Withdrawal.

The City also wishes to request designation as a "cooperating agency" pursuant to the National Environmental Policy Act (NEPA) regulations 40 C.F.R. § 1508.1. The City possesses local knowledge and expertise of the subject landscape, socioeconomic effects of the proposal as shown by the City's longstanding involvement in this matter. The City is willing and able to commit the resources necessary to be a strong partner with the agencies in this process.

Thank you for this opportunity to provide scoping comments on the Thompson Divide Withdrawal. We look forward to working with you and your staff to efficiently move this process forward.

Sincerely,

Ingrid Wussow
Mayor



January 5, 2023

Doug Vilsack, State Director
Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, Colorado 80215

Via email: blm_co_statedirector@blm.gov & BLM_CO_Thompson_Divide@blm.gov

Dear Mr. Vilsack,

For over a decade and with broad-based support from local citizens, the Town of Carbondale and the City of Glenwood Springs have consistently supported conservation of public lands in the Thompson Divide. The Divide is a landscape that is critical to our local economy, home to valuable wildlife habitat and incredible recreational opportunities, and sustains some of the oldest ranching operations in the region. We continue that support today and urge you to implement the recently proposed administrative withdrawal of public lands and minerals within the Thompson Divide.^[1]

Our work to protect Thompson Divide began many years ago. In 2009, the Town of Carbondale and the City of Glenwood Springs resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.” See Exhibits 1 and 2.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that “[e]nergy development in the area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage... and would forever ruin the wild character and exceptional wildlife habitat it now offers.” The resolution endorsed the Thompson Divide Withdrawal and Protection Act and supported “immediate introduction of the Thompson Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide...” See Exhibit 3.

Also in 2010, the Mayors of Carbondale and Glenwood Springs sent letters to Rep. John Salazar reciting support of the Thompson Divide Coalition and for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act “during this session in order to move this effort forward.” See Exhibits 4 and 5.

In 2012, Glenwood Springs City Council passed Resolution 2012-21 supporting a bill drafted by Senator Bennett to provide a middle ground for the conflict; the draft bill presented an option that would have withdrawn unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders. See Exhibit 6. Unfortunately, after being referred to the Committee on Energy and Natural Resources, no further action was taken.

Carbondale also passed Resolution No. 15 Series of 2012, once again supporting withdrawal and protection of federal lands including the Thompson Divide. See Exhibit 7.

In 2015, the Mayors of Carbondale and Glenwood Springs joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating that: “our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area.” See Exhibit 8.

In 2019, the Town of Carbondale and the City of Glenwood Springs sent letters to Sen. Michael Bennet, Sen. Cory Gardner, Rep. Scott Tipton, and Rep. Joe Neguse declaring support for “provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing...” See Exhibit 9 and 10.

In 2022, the Glenwood Spring City Council and the Town of Carbondale Trustees sent letters to President Biden urging executive action to help protect this special place, and specifically encouraging the President to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act. The letter underscored continued support for passage of the Colorado Outdoor Recreation and Economy (CORE) Act, but noted the need for more immediate action. See Exhibits 11 and 12.

In October, we were pleased when the White House, in partnership with officials from the Departments of Interior and Agriculture, announced that it would begin consideration of an administrative withdrawal for Thompson Divide and other nearby treasured landscapes such as Mt. Emmons, and initiated a two-year segregation that will prohibit new mining claims and the issuance of new Federal mineral leases in the area. We support the administrative withdrawal and the meaningful interim protection that it will

provide while a permanent legislative solution works its way through Congress. We hope that the administrative withdrawal remains a priority for the Departments of Interior and Agriculture and proceeds quickly. We look forward to fully engaging in the process early and throughout as cooperating agencies.

Thank you for your attention to this issue.

Sincerely,



Jonathan Godes, Mayor
City of Glenwood Springs



Ben Bohmfalk, Mayor
Town of Carbondale

CC: Secretary of Agriculture Tom Vilsack
Secretary of the Interior Deb Haaland
Senator Michael Bennet
Senator John Hickenlooper
Congressman Joe Neguse
Governor Jared Polis

^[1] See Notice of Proposed Withdrawal and Public Meeting, Thompson Divide Area, Colorado, 87 Fed. Reg. 62,878 (Oct. 17, 2022), available [here](#)

Exhibit 1

RESOLUTION OF THE TOWN OF CARBONDALE IN SUPPORT OF THE THOMPSON DIVIDE COALITION

RESOLUTION NO. 3 SERIES OF 2009

RECITALS

A. WHEREAS, the Thompson Divide Coalition is a broad-based coalition of local ranchers, farmers, hunters, anglers, recreationalists, conservationists and local governments, formed to address mutual concerns regarding the existing oil and gas leases on federal lands in the Thompson Creek and Fourmile Creek watersheds, Muddy Basin and the headwaters of East Divide Creek and the potential negative impacts on this rural area associated with their development.

B. WHEREAS, ranching and farming in the Roaring Fork Valley not only make important contributions to the economy of the area, both define the rural character of the valley. These watersheds provide clean water to farms and ranches, as well as water for domestic use. In addition, these federal lands host grazing allotments for summer range for the majority of the areas' ranchers.

C. WHEREAS, this area is part of a 122,000 acre roadless landscape, which is the largest contiguous roadless area in the state. These federal lands provide important habitat for wildlife, and excellent hunting and angling opportunities. The area has been recognized by the Colorado Division of Wildlife (CDOW) as high priority habitat for a variety of species. It is part of a critical big game migration corridor and provides key wildlife security for species such as deer, elk, bear, and lynx. The entire area is important elk calving habitat and summer range for big game. In addition, the Colorado River cutthroat trout (recognized as a Species of Special Concern by the CDOW) is found in two forks of Thompson Creek. The streams also feature rare wetland shrub communities, and the old-growth forest is habitat for the boreal owl and northern goshawk.

D. WHEREAS, the area offers exceptional recreational opportunities and are used regularly by local bikers, climbers, hikers, snowmobilers and cross country and back country skiers. The recreational opportunities these special areas provide local residents are an essential part of the high quality of life offered by the valley.

E. WHEREAS, energy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage of the valley and the town, and would forever ruin the wild character of this area. Furthermore, energy development in this rural and largely roadless area would create serious public environmental health and emergency management

concerns, and potentially cause a marked increase in the need for social services that our jurisdiction is already struggling to provide.

F. WHEREAS, the Thompson Divide Coalition recognizes the need for energy development, it believes it is imperative that energy development occur only in appropriate places and that it proceed in a responsible manner. The Bureau of Land Management (BLM) has approved 80 leases on this special landscape, half of which were let in roadless areas without surface stipulations after the 2001 Roadless Area Conservation Rule was in effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Carbondale that:

1. The Thompson Creek and Fourmile Creek Watersheds, headwaters of East Divide Creek, Muddy Basin, as well as the local community and environmental values and economy they support deserve preservation and protection; and
2. Energy development on federal lands in the Thompson Creek, Fourmile Creek watershed, headwaters of East Divide Creek and Muddy Basin is inconsistent with such preservation and protection, and is indicative of a flawed and irresponsible approach to energy development; and
3. **The Town of Carbondale** supports the efforts of the Thompson Divide Coalition over the next two years to explore legislative initiatives and other opportunities to protect these special areas from energy development.

INTRODUCED, READ AND ADOPTED ON April 21, 2009.

Town of Carbondale

By: _____

Michael Hassig, Mayor



RESOLUTION 2009-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, IN SUPPORT OF
THE THOMPSON DIVIDE COALITION.**

WHEREAS, the Thompson Divide Coalition is a broad-based coalition of local ranchers, farmers, hunters, anglers, recreationalists, water users, land owners, conservationists, and local governments formed to address mutual concerns regarding the existing oil and gas leases on federal lands in the Thompson, Fourmile, Muddy, and Clear Fork Creek watersheds, the headwaters of East Divide Creek, and the potential negative impacts on this rural area associated with their development; and

WHEREAS, ranching and farming in the Roaring Fork Valley not only makes important contributions to the economy of the area, but defines the rural character of the valley. These watersheds provide clean water to farms and ranches, as well as water for domestic use. In addition, these federal lands host grazing allotments for summer range for the majority of the areas' ranchers; and

WHEREAS, the Thompson Divide area is part of a 122,000 acre roadless landscape, which is the largest contiguous roadless area in the state. These federal lands provide important habitat for wildlife, and excellent hunting and angling opportunities. The area has been recognized by the Colorado Division of Wildlife (CDOW) as high priority habitat for a variety of species. It is part of a critical big game migration corridor and provides key wildlife security for species such as deer, elk, bear, and lynx. The entire area is important elk calving habitat and summer range for big game. In addition, the Colorado River cutthroat trout (recognized as a Species of Special Concern by the CDOW) is found in two forks of Thompson Creek; and

WHEREAS, the area offers exceptional recreational opportunities for locals and visitors. It is regularly used by bikers, climbers, hikers, snowmobilers, and cross country and back country skiers. The recreational opportunities these special areas provide are an essential part of the high quality of life offered by the valley; and

WHEREAS, energy development in this area would have a deleterious effect on Glenwood Springs through increased heavy truck traffic, creating air quality, safety, and road and bridge impacts; all damaging our small town character. The areas' ranching/agricultural heritage and the exceptional wildlife habitat would be forever damaged. Furthermore, energy development in this rural and largely roadless area would create serious public environmental health and emergency management concerns; and

WHEREAS, although the Thompson Divide Coalition recognizes the need for energy development, it believes it is imperative that energy development occur only in appropriate places and that it proceed in a responsible manner. The Bureau of Land Management has approved 80 leases on this special landscape, half of which were let in roadless areas without surface stipulations after the 2001 Roadless Area Conservation Rule was in effect.

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

Section 1. The Thompson, Fourmile, Muddy, and Clear Fork Creek watersheds, the headwaters of East Divide Creek, as well as the local community, environmental, and economic values they support, deserve preservation and protection.

Section 2. Energy development on federal lands in these areas is inconsistent with such preservation and protection, and is indicative of a flawed and irresponsible approach to energy development.

Section 3. The City of Glenwood Springs supports the efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.

INTRODUCED, READ AND PASSED THIS 16th DAY OF July, 2009.

CITY OF GLENWOOD SPRINGS, COLORADO


Bruce Christensen, Mayor

ATTEST:


Robln S. Unsworth, City Clerk

Exhibit 3

RESOLUTION NO. 9 SERIES OF 2010

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO IN SUPPORT OF INTRODUCING LEGISLATION IN THIS CURRENT LEGISLATIVE SESSION TO SECURE PERMANENT PROTECTION FROM OIL AND GAS DEVELOPMENT ON THE FEDERAL LANDS IN THE THOMPSON DIVIDE AREA, INCLUDING THOMPSON CREEK WATERSHED, FOUR MILE WATERSHED, CLEAR FORK WATERSHED, MUDDY BASIN AND THE HEADWATERS OF EAST DIVIDE CREEK.

WHEREAS, The Thompson, Four Mile, Muddy and Clear Fork Creek watersheds and the headwaters of East Divide Creek as well as the local community, environmental and economic values these areas support deserve preservation and protection; and

WHEREAS, Energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, Ranching and farming in this area not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, This area contains the largest contiguous roadless area in the state, promoting important wildlife habitat, critical big game migration corridors, important elk calving habitat, big game summer range and excellent hunting and angling opportunities; and

WHEREAS, This area offers exceptional recreational opportunities and is regularly used by local bikers, climbers, hikers, snowmobilers, cross country and back country skiers; and

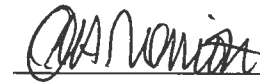
WHEREAS, Energy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage of our region and would forever ruin the wild character and exceptional wildlife habitat it now offers; and

WHEREAS, The Carbondale Board of Trustees supports introduction in this current legislative session of the Thompson Divide Withdrawal and Protection Act legislation to preserve and protect the back country of Thompson Divide for ranching, beef production, hunting, hiking, biking, logging, watershed protection and a diverse range of recreational activities.

NOW, THEREFORE, be it resolved that the Town of Carbondale hereby supports immediate introduction of the Thompson Divide Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide 221,500-acre area.

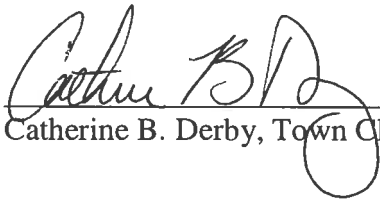
INTRODUCED, READ AND PASSED this 17th day of August, 2010.

TOWN OF CARBONDALE



J. Frost Merriott, Mayor Pro Tem

ATTEST:



Catherine B. Derby, Town Clerk





TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

August 17, 2010

Honorable John Salazar
1531 Longworth HOB
Washington, D.C. 20515
202 226 9696

Congressman Salazar,

As you know, we support the efforts of the Thompson Divide Coalition. The Coalition has now drafted a bill called the Thompson Divide Withdrawal and Protection Act. We support the aims of that bill and request that you introduce the bill during this session in order to move this effort forward.

Thank you for your ongoing commitment to the residents of Garfield County and the protection of public lands. We look forward to working with you and your staff to ensure that the Thompson Divide gets the permanent protection it deserves.

Attached please find our Resolution in support of the legislation to protect Thompson Divide.

Respectfully,

A handwritten signature in black ink, appearing to read "J Frost Merriott".

J Frost Merriott
Mayor Pro Tem

Cc:

TDC

Edward Stern, Staff Assistant, Edward.Stern@mail.house.gov
John Whitney, Regional Director, John.Whitney@mail.house.gov
Richard Baca, Regional Director, Richard.Baca@mail.house.gov
Ronnie Carleton, Chief of Staff, Ron.Carleton@mail.house.gov

Attachments:

Town of Carbondale Resolution No. 9, Series of 2010

(970) 963-2733

Fax: (970) 963-9140



Exhibit 5

City of Glenwood Springs
Office of the Mayor

August 6, 2010

The Honorable John Salazar
1531 Longworth HOB
Washington, D.C. 20515

Congressman Salazar:

We support the efforts of the Thompson Divide Coalition. The Coalition has now drafted a bill called the Thompson Divide Withdrawal and Protection Act. We support the aims of that bill and request that you introduce the bill during this session in order to move this effort forward.

Thank you for your ongoing commitment to the residents of Colorado and for the protection of public lands. We look forward to working with you and your staff to ensure that the Thompson Divide gets the permanent protection it deserves.

Respectfully,
Glenwood Springs City Council

Bruce Christensen, Mayor

xc: TDC
Edward Stern, Staff Assistant
John Whitney, Regional Director
Richard Baca, Regional Director
Ronnie Carleton, Chief of Staff

Exhibit 6

RESOLUTION 2012-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, SUPPORTING SENATOR BENNET'S DRAFT BILL TO PROVIDE FOR THE WITHDRAWAL AND PROTECTION OF CERTAIN FEDERAL LANDS IN THE STATE OF COLORADO, INCLUDING THE THOMPSON DIVIDE AREA.

WHEREAS, the Thompson, Four Mile, Muddy, and Clear Fork Creek watersheds and the headwaters of East Divide Creek, as well as the local community, environmental, and economic values these areas support deserve preservation and protection; and

WHEREAS, energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, ranching and farming in these areas not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, Senator Bennet has drafted a bill that offers a middle ground solution on the future of Thompson Divide; and

WHEREAS, the draft bill presents an option that would withdraw unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders; and

WHEREAS, the draft bill also creates an opportunity for existing leases to be retired should they be donated or sold by willing owners; and

WHEREAS, the City Council of the City of Glenwood Springs supports the efforts of Senator Bennett in drafting this bill.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Glenwood Springs that it supports the draft bill to provide for the withdrawal and protection of certain federal lands in the State of Colorado, as drafted by Senator Bennet.

INTRODUCED, READ, AND PASSED THIS 4th DAY OF OCTOBER, 2012.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:


Robin S. Unsworth, City Clerk


Matthew A. Steckler, Mayor

**RESOLUTION NO. 15
SERIES OF 2012**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO SUPPORTING SENATOR BENNET'S DRAFT BILL TO
PROVIDE FOR THE WITHDRAWAL AND PROTECTION OF CERTAIN FEDERAL
LAND IN THE STATE OF COLORADO INCLUDING THE THOMPSON DIVIDE
AREA.**

WHEREAS, The Thompson, Four Mile, Muddy and Clear Fork Creek watersheds and the headwaters of East Divide Creek as well as the local community, environmental and economic values these areas support deserve preservation and protection; and

WHEREAS, Energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, Ranching and farming in this area not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, Senator Bennet has drafted a bill that offers a middle ground solution on the future of Thompson Divide; and

WHEREAS, The draft bill presents an option that would withdraw unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders; and

WHEREAS, The draft bill also creates an opportunity for existing leases to be retired should they be donated or sold by willing owners; and

WHEREAS, The Carbondale Board of Trustees supports the efforts of Senator Bennet in drafting this bill.

NOW, THEREFORE, be it resolved that the Town of Carbondale hereby supports the draft bill to provide for the withdrawal and protection of certain federal land in the State of Colorado as drafted by Senator Bennet.

INTRODUCED, READ AND PASSED this 14th day of August, 2012.

TOWN OF CARBONDALE


Stacey Bernot, Mayor

ATTEST:

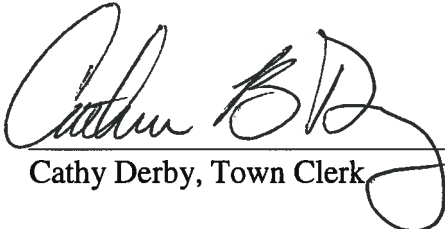

Cathy Derby, Town Clerk



Exhibit 8

December 17, 2015

Ms. Ruth Welch
Colorado State Director
U.S. Bureau of Land Management
2850 Youngfield Street
Lakewood, Colorado 80215

Re: Support for Proposed Action Within Draft EIS for Previously Issued Oil and Gas Leases in the White River National Forest

Dear Director Welch,

On behalf of our constituents, and in advance of more detailed comments from our respective jurisdictions, we write to provide input regarding the Bureau of Land Management's (BLM) ongoing environmental impact statement (EIS) process to examine 65 federal oil and gas leases in the White River National Forest.

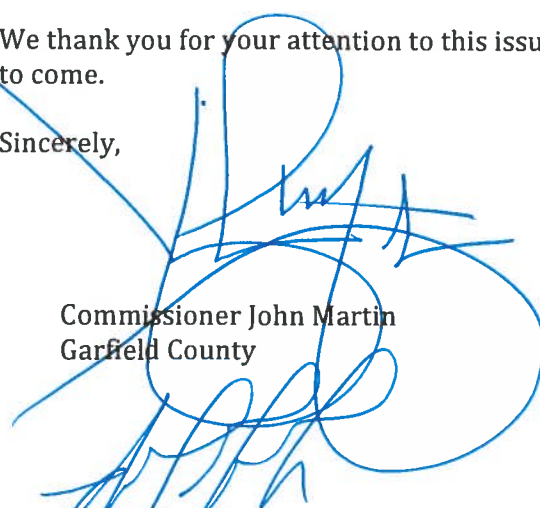
As you know, the outcome of this process will affect the long-term interests of a diverse group of communities, industries, and other stakeholders on the Western Slope. With this in mind we were pleased to see that BLM's Draft EIS contained a "proposed action" to specifically address the many differences that exist between 25 undeveloped leases in the Thompson Divide area and 40 other leases – some of which have already been developed – on the western end of the National Forest.

We appreciate that BLM's proposed action aims to balance the need for future development of public minerals in the Piceance Basin with the need to conserve certain public lands in the Thompson Divide area. We support this balanced approach and urge BLM to move forward without delay.

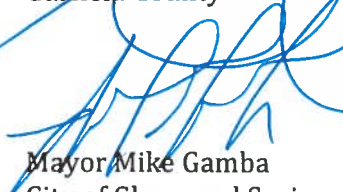
Finally, you should know that our communities have long supported a legislative solution to address the conflicts that exist in the Thompson Divide area. We remain hopeful that Congress will work together to address our communities' concerns. In lieu of congressional action, however, please know that we see BLM's ongoing EIS process as an important path toward resolving the longstanding issues presented by improperly issued leases in the Thompson Divide.

We thank you for your attention to this issue and look forward to working with you in the months to come.

Sincerely,



Commissioner John Martin
Garfield County



Mayor Mike Gamba
City of Glenwood Springs



Commissioner Steve Child
Pitkin County

Commissioner Steve Child
Pitkin County



Mayor Stacey Bernot
Town of Carbondale

Mayor Stacey Bernot
Town of Carbondale



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

February 26, 2019

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Scott Tipton
218 Cannon House Office Building
Washington, D.C. 20515

The Honorable Joe Neguse
1419 Longworth House Office Building
Washington, D.C. 20515

Re: Support for Legislation Withdrawing Thompson Divide from Future Oil and Gas Leasing

Dear Senator Bennet, Senator Gardner, Representative Tipton, and Representative Neguse:

For a decade, the Town of Carbondale Trustees and the citizens of Carbondale have consistently supported conservation of public lands in the Thompson Divide. That support continues today.

In 2009, the Town of Carbondale resolved that community, environmental, and economic values in the Divide "deserve preservation and protection," and supported "efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development." See Exhibit 1.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that "[e]nergy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage ... and would forever ruin the wild character and exceptional wildlife habitat it now offers." The resolution endorsed the Thompson Divide Withdrawal and Protection Act and

supported “immediate introduction of the Thompson Divide Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide...” See Exhibit 2.

Also in 2010, the Mayor of Carbondale sent a letter to Rep. John Salazar reciting the Town’s support of the Thompson Divide Coalition, reciting support for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act “during this session in order to move this effort forward.” See Exhibit 3.

In 2015, the Mayor of Carbondale joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating that: “our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area.” See Exhibit 4.

Senator Michael Bennet and Representative Joe Neguse recently introduced bills in both houses of Congress that respond to requests to permanently protect public lands in the Thompson Divide. The bills, commonly referred to as the Colorado Outdoor Recreation & Economy (CORE) Act, include provisions that would permanently withdraw the Thompson Divide from availability for future oil and gas leasing.

We support provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing, and we thank our legislators for listening to our communities, local citizens, and people from across the country who have consistently requested legislation offering this protection.

We request that Colorado’s congressional delegation work together to pass this common-sense legislation that protects public lands critical to our local economy, respects valid existing rights of leaseholders in the Thompson Divide Area, and includes language offering credits to any leaseholder that wants to get rid of leases within the withdrawal boundary.

Thank you for your continued efforts on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Richardson", with a stylized flourish at the end.

Dan Richardson
Mayor



City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Tuesday, February 26, 2019

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Scott Tipton
218 Cannon House Office Building
Washington, D.C. 20515

The Honorable Joe Neguse
1419 Longworth House Office Building
Washington, D.C. 20515

Re: Support for Legislation Withdrawing Thompson Divide from Future Oil and Gas Leasing

Dear Senator Bennet, Senator Gardner, Representative Tipton, and Representative Neguse:

For a decade, the Glenwood Springs City Council and the citizens of Glenwood Springs have consistently supported conservation of public lands in the Thompson Divide. That support continues today.

In 2009, the Council resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.” See Exhibit 1.

In 2010, the City Council endorsed the Thompson Divide Withdrawal and Protection Act as drafted by the Thompson Divide Coalition and requested that the bill be introduced to Congress “to ensure that the Thompson Divide gets the permanent protection it deserves.” See Exhibit 2.

In 2015, the Mayor of Glenwood Springs joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating

that: "our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area." See Exhibit 3.

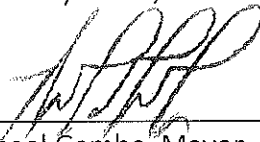
Senator Michael Bennet and Representative Joe Neguse recently introduced bills in both houses of Congress that respond to requests to permanently protect public lands in the Thompson Divide. The bills, commonly referred to as the Colorado Outdoor Recreation & Economy (CORE) Act, include provisions that would permanently withdraw the Thompson Divide from availability for future oil and gas leasing.

We support provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing, and we thank our legislators for listening to our communities, local citizens, and people from across the country who have consistently requested legislation offering this protection.

We request that Colorado's congressional delegation work together to pass this common-sense legislation that protects public lands critical to our local economy, respects valid existing rights of leaseholders in the Thompson Divide Area, and includes language offering credits to any leaseholder that wants to get rid of leases within the withdrawal boundary.

Thank you for your continued efforts on this issue.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "M. Gamba", written over a horizontal line.

Michael Gamba, Mayor
Glenwood Springs

Exhibit - 1

RESOLUTION 2009-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, IN SUPPORT OF THE THOMPSON DIVIDE COALITION.

WHEREAS, the Thompson Divide Coalition is a broad-based coalition of local ranchers, farmers, hunters, anglers, recreationalists, water users, land owners, conservationists, and local governments formed to address mutual concerns regarding the existing oil and gas leases on federal lands in the Thompson, Fourmile, Muddy, and Clear Fork Creek watersheds, the headwaters of East Divide Creek, and the potential negative impacts on this rural area associated with their development; and

WHEREAS, ranching and farming in the Roaring Fork Valley not only makes important contributions to the economy of the area, but defines the rural character of the valley. These watersheds provide clean water to farms and ranches, as well as water for domestic use. In addition, these federal lands host grazing allotments for summer range for the majority of the areas' ranchers; and

WHEREAS, the Thompson Divide area is part of a 122,000 acre roadless landscape, which is the largest contiguous roadless area in the state. These federal lands provide important habitat for wildlife, and excellent hunting and angling opportunities. The area has been recognized by the Colorado Division of Wildlife (CDOW) as high priority habitat for a variety of species. It is part of a critical big game migration corridor and provides key wildlife security for species such as deer, elk, bear, and lynx. The entire area is important elk calving habitat and summer range for big game. In addition, the Colorado River cutthroat trout (recognized as a Species of Special Concern by the CDOW) is found in two forks of Thompson Creek; and

WHEREAS, the area offers exceptional recreational opportunities for locals and visitors. It is regularly used by bikers, climbers, hikers, snowmobilers, and cross country and back country skiers. The recreational opportunities these special areas provide are an essential part of the high quality of life offered by the valley; and

WHEREAS, energy development in this area would have a deleterious effect on Glenwood Springs through increased heavy truck traffic, creating air quality, safety, and road and bridge impacts; all damaging our small town character. The areas' ranching/agricultural heritage and the exceptional wildlife habitat would be forever damaged. Furthermore, energy development in this rural and largely roadless area would create serious public environmental health and emergency management concerns; and

WHEREAS, although the Thompson Divide Coalition recognizes the need for energy development, it believes it is imperative that energy development occur only in appropriate places and that it proceed in a responsible manner. The Bureau of Land Management has approved 80 leases on this special landscape, half of which were let in roadless areas without surface stipulations after the 2001 Roadless Area Conservation Rule was in effect.

Exhibit - 1

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

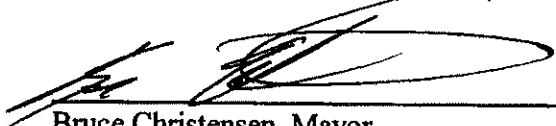
Section 1. The Thompson, Fourmile, Muddy, and Clear Fork Creek watersheds, the headwaters of East Divide Creek, as well as the local community, environmental, and economic values they support, deserve preservation and protection.

Section 2. Energy development on federal lands in these areas is inconsistent with such preservation and protection, and is indicative of a flawed and irresponsible approach to energy development.

Section 3. The City of Glenwood Springs supports the efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.

INTRODUCED, READ AND PASSED THIS 16th DAY OF July,
2009.

CITY OF GLENWOOD SPRINGS, COLORADO



Bruce Christensen, Mayor

ATTEST:



Robln S. Unsworth, City Clerk



City of Glenwood Springs
Office of the Mayor

August 6, 2010

The Honorable John Salazar
1531 Longworth HOB
Washington, D.C. 20515

Congressman Salazar:

We support the efforts of the Thompson Divide Coalition. The Coalition has now drafted a bill called the Thompson Divide Withdrawal and Protection Act. We support the aims of that bill and request that you introduce the bill during this session in order to move this effort forward.

Thank you for your ongoing commitment to the residents of Colorado and for the protection of public lands. We look forward to working with you and your staff to ensure that the Thompson Divide gets the permanent protection it deserves.

Respectfully,
Glenwood Springs City Council

Bruce Christensen, Mayor

xc: TDC
Edward Stern, Staff Assistant
John Whitney, Regional Director
Richard Baca, Regional Director
Ronnie Carleton, Chief of Staff

Exhibit - 3

December 17, 2015

Ms. Ruth Welch
Colorado State Director
U.S. Bureau of Land Management
2850 Youngfield Street
Lakewood, Colorado 80215

Re: Support for Proposed Action Within Draft EIS for Previously Issued Oil and Gas Leases in the White River National Forest

Dear Director Welch,

On behalf of our constituents, and in advance of more detailed comments from our respective jurisdictions, we write to provide input regarding the Bureau of Land Management's (BLM) ongoing environmental impact statement (EIS) process to examine 65 federal oil and gas leases in the White River National Forest.

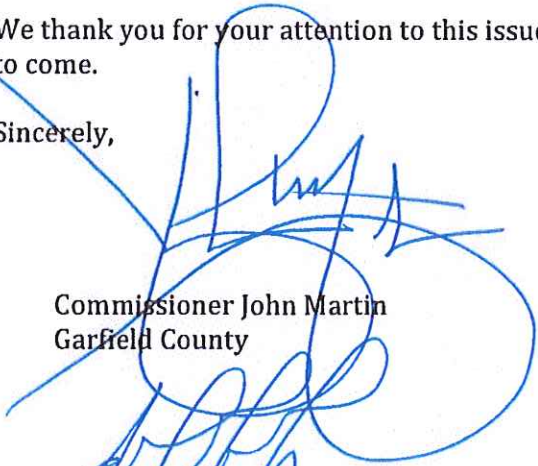
As you know, the outcome of this process will affect the long-term interests of a diverse group of communities, industries, and other stakeholders on the Western Slope. With this in mind we were pleased to see that BLM's Draft EIS contained a "proposed action" to specifically address the many differences that exist between 25 undeveloped leases in the Thompson Divide area and 40 other leases – some of which have already been developed – on the western end of the National Forest.

We appreciate that BLM's proposed action aims to balance the need for future development of public minerals in the Piceance Basin with the need to conserve certain public lands in the Thompson Divide area. We support this balanced approach and urge BLM to move forward without delay.

Finally, you should know that our communities have long supported a legislative solution to address the conflicts that exist in the Thompson Divide area. We remain hopeful that Congress will work together to address our communities' concerns. In lieu of congressional action, however, please know that we see BLM's ongoing EIS process as an important path toward resolving the longstanding issues presented by improperly issued leases in the Thompson Divide.

We thank you for your attention to this issue and look forward to working with you in the months to come.

Sincerely,



Commissioner John Martin
Garfield County



Mayor Mike Gamba
City of Glenwood Springs



Commissioner Steve Child
Pitkin County

Commissioner Steve Child
Pitkin County



Mayor Stacey Bernot
Town of Carbondale



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

September 20, 2022

The Honorable Joseph R. Biden
President
The White House
1600 Pennsylvania Avenue, NW
Washington, DC 20500

Dear Mr. President,

For over a decade, the Town of Carbondale Trustees and citizens of Carbondale have consistently supported conservation of public lands in the Thompson Divide, a landscape that is critical to our local economy, home to valuable wildlife habitat and incredible recreational opportunities, and supports some of the oldest ranching operations in the region. We continue that support today and urge executive action to help protect this special place, and we specifically encourage you to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act. We additionally remain supportive of passage of the Colorado Outdoor Recreation and Economy (CORE) Act.

In 2009, the Town of Carbondale resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.” See Exhibit 1.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that “energy development in the area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage... and would forever ruin the wild character and exceptional wildlife habitat it now offers.” The resolution endorsed the Thompson Divide Withdrawal and Protection Act and supported “immediate introduction of the Thompson Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide...” See Exhibit 2.

Also in 2010, the Mayor of Carbondale sent a letter to Rep. John Salazar reciting the Town’s support of the Thompson Divide Coalition, reciting support for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act “during this session in order to move this effort forward.” See Exhibit 3.

In 2015, the Mayor of Carbondale joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating that: “our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area.” See Exhibit 4.

In 2019, the Town of Carbondale sent a letter to Sen. Michael Bennet, Sen. Cory Gardner, Rep. Scott Tipton, and Rep. Joe Neguse declaring the town's support for "provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing..." See Exhibit 5.

The Town of Carbondale remains a strong supporter of the CORE Act, and we hope that Congress can work together to ultimately pass this common-sense legislation. We join with members of Colorado's Congressional Delegation in requesting the use of the Federal Lands Policy and Management Act to implement a 20-year administrative withdrawal for the Thompson Divide. This administrative action will give our community certainty while we await the passage of the CORE Act in Congress.

Thank you for your attention to this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Bohmfalk". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ben Bohmfalk,
Mayor

CC: Secretary of Agriculture Tom Vilsack
Secretary of the Interior Deb Haaland
Senator Michael Bennet
Senator John Hickenlooper
Congressman Joe Neguse
Governor Jared Polis

**RESOLUTION OF THE TOWN OF CARBONDALE
IN SUPPORT OF THE THOMPSON DIVIDE COALITION**

**RESOLUTION NO. 3
SERIES OF 2009**

RECITALS

A. WHEREAS, the Thompson Divide Coalition is a broad-based coalition of local ranchers, farmers, hunters, anglers, recreationalists, conservationists and local governments, formed to address mutual concerns regarding the existing oil and gas leases on federal lands in the Thompson Creek and Fourmile Creek watersheds, Muddy Basin and the headwaters of East Divide Creek and the potential negative impacts on this rural area associated with their development.

B. WHEREAS, ranching and farming in the Roaring Fork Valley not only make important contributions to the economy of the area, both define the rural character of the valley. These watersheds provide clean water to farms and ranches, as well as water for domestic use. In addition, these federal lands host grazing allotments for summer range for the majority of the areas' ranchers.

C. WHEREAS, this area is part of a 122,000 acre roadless landscape, which is the largest contiguous roadless area in the state. These federal lands provide important habitat for wildlife, and excellent hunting and angling opportunities. The area has been recognized by the Colorado Division of Wildlife (CDOW) as high priority habitat for a variety of species. It is part of a critical big game migration corridor and provides key wildlife security for species such as deer, elk, bear, and lynx. The entire area is important elk calving habitat and summer range for big game. In addition, the Colorado River cutthroat trout (recognized as a Species of Special Concern by the CDOW) is found in two forks of Thompson Creek. The streams also feature rare wetland shrub communities, and the old-growth forest is habitat for the boreal owl and northern goshawk.

D. WHEREAS, the area offers exceptional recreational opportunities and are used regularly by local bikers, climbers, hikers, snowmobilers and cross country and back country skiers. The recreational opportunities these special areas provide local residents are an essential part of the high quality of life offered by the valley.

E. WHEREAS, energy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage of the valley and the town, and would forever ruin the wild character of this area. Furthermore, energy development in this rural and largely roadless area would create serious public environmental health and emergency management

concerns, and potentially cause a marked increase in the need for social services that our jurisdiction is already struggling to provide.

F. WHEREAS, the Thompson Divide Coalition recognizes the need for energy development, it believes it is imperative that energy development occur only in appropriate places and that it proceed in a responsible manner. The Bureau of Land Management (BLM) has approved 80 leases on this special landscape, half of which were let in roadless areas without surface stipulations after the 2001 Roadless Area Conservation Rule was in effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Carbondale that:

1. The Thompson Creek and Fourmile Creek Watersheds, headwaters of East Divide Creek, Muddy Basin, as well as the local community and environmental values and economy they support deserve preservation and protection; and
2. Energy development on federal lands in the Thompson Creek, Fourmile Creek watershed, headwaters of East Divide Creek and Muddy Basin is inconsistent with such preservation and protection, and is indicative of a flawed and irresponsible approach to energy development; and
3. **The Town of Carbondale** supports the efforts of the Thompson Divide Coalition over the next two years to explore legislative initiatives and other opportunities to protect these special areas from energy development.

INTRODUCED, READ AND ADOPTED ON April 21, 2009.

Town of Carbondale

By: _____

Michael Hassig, Mayor



**RESOLUTION NO. 9
SERIES OF 2010**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO IN SUPPORT OF INTRODUCING
LEGISLATION IN THIS CURRENT LEGISLATIVE SESSION TO SECURE
PERMANENT PROTECTION FROM OIL AND GAS DEVELOPMENT ON THE
FEDERAL LANDS IN THE THOMPSON DIVIDE AREA, INCLUDING
THOMPSON CREEK WATERSHED, FOUR MILE WATERSHED,
CLEAR FORK WATERSHED, MUDDY BASIN AND THE
HEADWATERS OF EAST DIVIDE CREEK.**

WHEREAS, The Thompson, Four Mile, Muddy and Clear Fork Creek watersheds and the headwaters of East Divide Creek as well as the local community, environmental and economic values these areas support deserve preservation and protection; and

WHEREAS, Energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, Ranching and farming in this area not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, This area contains the largest contiguous roadless area in the state, promoting important wildlife habitat, critical big game migration corridors, important elk calving habitat, big game summer range and excellent hunting and angling opportunities; and

WHEREAS, This area offers exceptional recreational opportunities and is regularly used by local bikers, climbers, hikers, snowmobilers, cross country and back country skiers; and

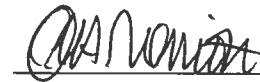
WHEREAS, Energy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage of our region and would forever ruin the wild character and exceptional wildlife habitat it now offers; and

WHEREAS, The Carbondale Board of Trustees supports introduction in this current legislative session of the Thompson Divide Withdrawal and Protection Act legislation to preserve and protect the back country of Thompson Divide for ranching, beef production, hunting, hiking, biking, logging, watershed protection and a diverse range of recreational activities.

NOW, THEREFORE, be it resolved that the Town of Carbondale hereby supports immediate introduction of the Thompson Divide Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide 221,500-acre area.

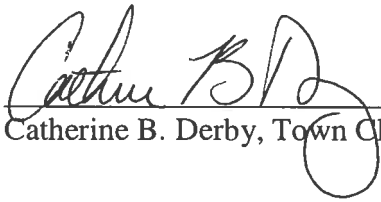
INTRODUCED, READ AND PASSED this 17th day of August, 2010.

TOWN OF CARBONDALE



J. Frost Merriott, Mayor Pro Tem

ATTEST:



Catherine B. Derby, Town Clerk





TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

August 17, 2010

Honorable John Salazar
1531 Longworth HOB
Washington, D.C. 20515
202 226 9696

Congressman Salazar,

As you know, we support the efforts of the Thompson Divide Coalition. The Coalition has now drafted a bill called the Thompson Divide Withdrawal and Protection Act. We support the aims of that bill and request that you introduce the bill during this session in order to move this effort forward.

Thank you for your ongoing commitment to the residents of Garfield County and the protection of public lands. We look forward to working with you and your staff to ensure that the Thompson Divide gets the permanent protection it deserves.

Attached please find our Resolution in support of the legislation to protect Thompson Divide.

Respectfully,

A handwritten signature in black ink, appearing to read "J Frost Merriott".

J Frost Merriott
Mayor Pro Tem

Cc:

TDC

Edward Stern, Staff Assistant, Edward.Stern@mail.house.gov
John Whitney, Regional Director, John.Whitney@mail.house.gov
Richard Baca, Regional Director, Richard.Baca@mail.house.gov
Ronnie Carleton, Chief of Staff, Ron.Carleton@mail.house.gov

Attachments:

Town of Carbondale Resolution No. 9, Series of 2010

(970) 963-2733

Fax: (970) 963-9140

December 17, 2015

Ms. Ruth Welch
Colorado State Director
U.S. Bureau of Land Management
2850 Youngfield Street
Lakewood, Colorado 80215

Re: Support for Proposed Action Within Draft EIS for Previously Issued Oil and Gas Leases in the White River National Forest

Dear Director Welch,

On behalf of our constituents, and in advance of more detailed comments from our respective jurisdictions, we write to provide input regarding the Bureau of Land Management's (BLM) ongoing environmental impact statement (EIS) process to examine 65 federal oil and gas leases in the White River National Forest.

As you know, the outcome of this process will affect the long-term interests of a diverse group of communities, industries, and other stakeholders on the Western Slope. With this in mind we were pleased to see that BLM's Draft EIS contained a "proposed action" to specifically address the many differences that exist between 25 undeveloped leases in the Thompson Divide area and 40 other leases – some of which have already been developed – on the western end of the National Forest.

We appreciate that BLM's proposed action aims to balance the need for future development of public minerals in the Piceance Basin with the need to conserve certain public lands in the Thompson Divide area. We support this balanced approach and urge BLM to move forward without delay.

Finally, you should know that our communities have long supported a legislative solution to address the conflicts that exist in the Thompson Divide area. We remain hopeful that Congress will work together to address our communities' concerns. In lieu of congressional action, however, please know that we see BLM's ongoing EIS process as an important path toward resolving the longstanding issues presented by improperly issued leases in the Thompson Divide.

We thank you for your attention to this issue and look forward to working with you in the months to come.

Sincerely,



Commissioner John Martin
Garfield County



Mayor Mike Gamba
City of Glenwood Springs



Commissioner Steve Child

Commissioner Steve Child
Pitkin County



Mayor Stacey Bernot

Mayor Stacey Bernot
Town of Carbondale



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

February 26, 2019

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Scott Tipton
218 Cannon House Office Building
Washington, D.C. 20515

The Honorable Joe Neguse
1419 Longworth House Office Building
Washington, D.C. 20515

Re: Support for Legislation Withdrawing Thompson Divide from Future Oil and Gas Leasing

Dear Senator Bennet, Senator Gardner, Representative Tipton, and Representative Neguse:

For a decade, the Town of Carbondale Trustees and the citizens of Carbondale have consistently supported conservation of public lands in the Thompson Divide. That support continues today.

In 2009, the Town of Carbondale resolved that community, environmental, and economic values in the Divide "deserve preservation and protection," and supported "efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development." See Exhibit 1.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that "[e]nergy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage ... and would forever ruin the wild character and exceptional wildlife habitat it now offers." The resolution endorsed the Thompson Divide Withdrawal and Protection Act and

supported "immediate introduction of the Thompson Divide Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide..." See Exhibit 2.

Also in 2010, the Mayor of Carbondale sent a letter to Rep. John Salazar reciting the Town's support of the Thompson Divide Coalition, reciting support for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act "during this session in order to move this effort forward." See Exhibit 3.

In 2015, the Mayor of Carbondale joined leaders from other local communities in signing a letter to BLM reiterating "the need to conserve certain public lands in the Thompson Divide" and stating that: "our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area." See Exhibit 4.

Senator Michael Bennet and Representative Joe Neguse recently introduced bills in both houses of Congress that respond to requests to permanently protect public lands in the Thompson Divide. The bills, commonly referred to as the Colorado Outdoor Recreation & Economy (CORE) Act, include provisions that would permanently withdraw the Thompson Divide from availability for future oil and gas leasing.

We support provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing, and we thank our legislators for listening to our communities, local citizens, and people from across the country who have consistently requested legislation offering this protection.

We request that Colorado's congressional delegation work together to pass this common-sense legislation that protects public lands critical to our local economy, respects valid existing rights of leaseholders in the Thompson Divide Area, and includes language offering credits to any leaseholder that wants to get rid of leases within the withdrawal boundary.

Thank you for your continued efforts on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Richardson", with a stylized flourish at the end.

Dan Richardson
Mayor

September 29, 2022

Exhibit 12

The Honorable Joseph R. Biden
President
The White House
1600 Pennsylvania Avenue, NW
Washington, DC 20500



RE: Request for Administrative Withdraw

Dear Mr. President,

The City of Glenwood Springs, a highly desired tourist destination, thus giving us vast influence throughout the Roaring Fork Valley and the Colorado River Valley, have been a proud supporter of the Thompson Divide Coalition since the passage of Resolution 2009-15. The Thompson Divide is a sublime area made up of 122,000 acres of natural public land that stretches from just South of the City of Glenwood Springs to well South of the Town of Carbondale, inhabited by diverse wildlife and ranchers.

This abundant amount of diverse wildlife in this public land brings in hikers, anglers, campers, and hunters. In hunting season, our communities are transformed to accommodate to their needs. These avid outdoorsmen and women are an important supplement to our economy and a vital part of our neighbor's economic welfare.

The ranchers who reside on the Thompson Divide are in a nostalgic condition that is dwindling throughout the Great American West. They have the ability to have their cattle roam on acres with very little disturbance. These ranches are generationally passed down and their work has changed very little throughout the years. It is important for our City, which is generally so focused on fast paced sales and lodging tax, to have this connection to our past. Our communities do not take it for granted; you will often find restaurants advertising that their beef is from one of these ranches.

In 2012, Glenwood Springs City Council passed Resolution 2012-21 supporting a bill drafted by Senator Bennett to provide a middle ground for the conflict; the draft bill presented an option that would have withdrawn unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders. Unfortunately, after being referred to the Committee on Energy and Natural Resources, no further action was taken.

In 2015, the Mayor of Glenwood Springs, on behalf of the City Council, joined leaders from other local communities in signing a letter to BLM reiterating "the need to conserve certain public lands in the Thompson Divide" and stating that: "our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area."

We continue that support today and urge executive action to help protect this special place, and we specifically encourage you to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act. We additionally remain supportive of passage of the Colorado Outdoor Recreation and Economy (CORE) Act.

The City of Glenwood Springs is a strong supporter of the CORE Act, and we hope that Congress can work together to ultimately pass this common-sense legislation. We join with members of Colorado's Congressional Delegation in requesting the use of the Federal Lands Policy and Management Act to implement a 20-year administrative withdrawal for the Thompson Divide. This administrative action will give our community certainty while we await the passage of the CORE Act in Congress.

Thank you again for your consideration.

Sincerely,

Jonathan Godes
Mayor



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Change Order: Request for Proposal Alpine Slide 2022-28P

Action Requested: Staff is requesting a Change Order to Proposal 2022-28P for the Alpine Slide for an additional \$15,981.50 over the original approved cost of \$34,330.00.

Department: Parks & Recreation

Presented By: Dan Roper

Strategic Goals: Protect and Preserve our Quality of Life

Background

Info: The City of Glenwood Springs and Roaring Fork Mountain Bike Association (RFMBA) partnered to design and build mountain bike trails in South Canyon. The remaining approved trail, Alpine Slide, will be completed with this project. The trail was built during the Fall of 2022 by RFMBA, volunteers and City of Glenwood Springs staff. This trail will have the feel of a "bike park" and will be unique to the immediate region. In 2022 RFMBA received \$15,000 from a City of Glenwood Springs Financial Advisory Board (FAB) grant that will be used for this project. The remaining funds will be provided through funding that has been secured through their ongoing fundraising efforts. Payment to the contractor and management of the project will be provided by the City of Glenwood Springs. RFMBA will reimburse the City for the total cost of the project.

Issues: None at this time.

Fiscal Impact: Costs are within the 2022 budgeted amount provided by RFMBA. RFMBA has acknowledged and approved the additional cost bringing the new total to \$53,271.50 on their end. City staff requests an additional appropriation of \$53,271.50 from the Capital Projects Fund and a corresponding increase in revenue in the next budget amendment.

Legal Review: Legal will review the final contract language prior to signatures.

Staff Recommendation: Staff is recommending the change order to Proposal 2022-28P for the Alpine Slide Professional Trail Build be approved.

GUMPTION TRAIL WORKS / ALPINE SLIDE ALTERNATES

ESTIMATE

Gumption Trail Works
Aaron Mattix
970-355-4280
akmattix@gmail.com

491 Harmony Dr
Rifle, CO 81650

Attention : Mike Pritchard
RFMBA / IMBA

Prepared 04/27/23

Project Title : Alpine Slide Alternate line

Estimate Scope : Construction of a "singletrack" alternate line to the main Alpine Slide alignment. Tread is anticipated to average approximately 12" wide, with intermittent machine-built features.

Features are to be billed in addition to trail footage.

Description	Quantity	Unit Price	Cost
Alt Line handbuild	1451	\$6.50	\$9,431.50
Berm	1	\$300.00	\$300.00
Hip	1	\$300.00	\$300.00
Shark Fin Catcher	1	\$900.00	\$900.00
Berm Gap	1	\$300.00	\$300.00
Step Up	1	\$300.00	\$300.00
Outslope Radius Build	182	\$10.00	\$1,820.00
Alt Rhythm	113	\$10.00	\$1,130.00
Berm	1	\$500.00	\$500.00
Berm	1	\$500.00	\$500.00
Final Feature	1	\$500.00	\$500.00
		Subtotal	\$15,981.50
		Total	\$15,981.50

* Fuel & Porta Potty to be billed at actual cost.

Warranty : GTW provides a warranty on any “flow pas”, or drainage issues identified within the first 10 months, and will make best faith efforts to address any such errors in the construction process.

Exceptions : This estimate does not provide for the following -

- Rock work
- Drainage armoring
- Re-seeding

2022-28P Alpine Slide Trail Bid Schedule- Update 5/11/23

No.	Description and Unit Price in Words	Length (Feet) or Quantity	Price (Lump Sum or Cost/Ft)
1	Mobilization, Demobilization, and Incidentals: including, but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, excavations, soil preparations, site grading, or other items not individual itemized but required to effect construction, initiation, and completion of the project.	N/A	\$ 1,000.00
			(Words) (Numeric)
2	Trail Construction: including but not limited to: cost per-sculpting of drainage features, rollers, berms, and table top jumps. Revegetate areas impacted by trail construction using seed mix provided by City.	\$10xft	\$ 31,790.00
		3179 ft	(Words) (Numeric)
3	Pin flag design alignment for review prior to construction: Contractor to pin flag primary trail alignment and any optional parallel lines (for more challenging or larger jump features), and schedule with City staff to review prior to start of any trail construction. Review of pin flagged alignment on site will include discussion of feature locations including rollers, berms, and table top jumps.		\$ 1,500.00
		3179 ft	(Words) (Numeric)
4	Other rates, Cost per Unit of item/feature identified by Contractor (specify): Examples may include turns, trail features, or rock armoring if recommended by contractor. However, these items may be included within the basic cost/foot bid cost.		\$
			(Words) (Numeric)
5	Force Account (for Minor Contract Revisions): Including but not limited to: furnishing, all other materials, labor and equipment necessary for a completed project.	6	15"x20" Culverts@ \$500ea
			\$ 3,000.00
6	Total of All Items(Complete Project):		\$ 53,271.50
			(Words) (Numeric)

2022-28P Alpine Slide Trail Bid Schedule- Update 5/11/23

No.	Description and Unit Price in Words	Length (Feet) or Quantity	Price (Lump Sum or Cost/Ft)	
7	Bid Alternate: Additional jump lines, other materials for features, etc. (These are items that would not be included in the original bid and are by no means required)	10 features	See Gumption Trail Works (Alpine Slide Alternates .pdf)	\$ 15,981.50
		1451 ft	(Words)	(Numeric)



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Approval of Change Order to Citywide Paving Contract

Action Requested: Approval of Change Order

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Preserve and Improve Infrastructure

Background Info: The City awarded Request for Proposal (RFP) 2023-01P Citywide Asphalt Repair to Frontier Construction in February 2023 for \$339,731. They are in the process of doing some work adjacent to the Parks Building on Soccerfield road. The 2023 budget has \$460,000 in the Capital Projects Fund for some improvements, including this pavement. We didn't have a scope clear enough to include in our RFP because we had to do some in-house site work first.

Frontier has agreed to do this work for us at the same pricing structure they used for the Citywide project as a change order for \$70,310.12.

Issues: This is over the \$25,000 bid limit but staff believes no one could match this pricing because Frontier is already mobilized so a new RFP would waste everyone's time.

Fiscal Impact: \$70,310.12 already budgeted in the Capital Projects Fund

Legal Review: NA

Staff Recommendation: Approval of change order.

P.O. Box 1167
Silt, Colorado 81652



Office 970.625.2224
Fax 970.625.2715

Submitted To:	Phone: 970-471-6394	5/23/2023
City of Glenwood Springs 101 W 8th St Glenwood Springs d.roper@cogs.us	Job Name: Parks Dept Shop Glenwood Springs CO	

WE PROPOSE:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Mobilization Base & Pave Crew	1	EA	\$ 1,500.00	\$ 1,500.00
Grade Existing Material	15229	sf	\$ 0.28	\$ 4,264.12
Add road base if required	14	TN	\$ 52.00	\$ 728.00
4" HMA 15,229 SF	396	TN	\$ 158.00	\$ 62,568.00
Traffic Control	1	LS	\$ 1,250.00	\$ 1,250.00
				\$ 70,310.12

Notes:

- * No export or import of material.
- Permit's, soft subgrade repair, material export excluded.
- Billing will reflect actual installed quantities.
- Material tax will be added to the invoice unless a resale certificate is provided
- *Acceptance of quote based on mutually acceptable schedule.
- *No work other than what is specifically stated above is included, implied or assumed in the prices quoted.

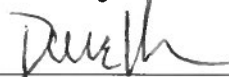
All of the above work to be completed in a workmanlike manner for the above stated sum.

UNLESS OTHERWISE NOTED, THIS IS A UNIT PRICE PROPOSAL

Important: The terms and conditions stated on page 2 hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on page 2 has been executed. This proposal must be accepted as provided and delivered to Frontier Paving Inc. 20 days from above date or it shall expire.

Accepted Proposal # 14280
Date: _____
By: _____
Print Name: _____

Respectfully submitted
Frontier Paving Inc.

By: 

Dave Heiberger

P.O. Box 1167
Silt, Colorado 81652



Office 970.625.2224
Fax 970.625.2715

This contract amount is payable to Frontier Paving Inc. for monthly work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract **TERMS AND CONDITIONS** herein, the plans and specifications, if any, are expressly made a part of this contract. The contractor shall perform all the work in accordance with the terms of the plans and specifications.

If payments for work are not made when due, the contractor may stop work or terminate this contract and recover from the customer payment for all work executed and any loss sustained and reasonable profit and damages. It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage, liquidated damages or delay caused by fire, strike, civil or military authority or any other cause beyond its control.

The customer may order additional work or changes in writing at any time, at an agreed price or at the contractor's regular rates for the time and material work.

A late charge of 18% per annum on the outstanding balance may be imposed upon all pat due amounts. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.

The prices, specifications, term and conditions stated above and on page 1 hereof are satisfactory and are hereby accepted. By acceptance, I understand that a binding contract has been createc **ACCEPTANCE OF PROPOSAL**

ACCEPTED PROPOSAL #

14280

Date: _____

Signature: _____

Signature: _____

CONFIRMATION BY CONTRACTOR

Date: _____

FRONTIER PAVING INC.

By: _____

Dave Heiberger



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Red Mountain WSP Debris Flow Modeling and Design
Action Requested:	Approval to Move Forward with the Debris Flow Modeling and Design Proposal from WSP on the 4 Debris Flow Sites in Glenwood Springs.
Department:	City Administration
Presented By:	Matthew Langhorst, Beverli Marshall
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The City of Glenwood Springs staff have been dealing with debris flows from the Red Mountain area since April 12th, 2023. From that time and into May, 4 major sites have caused damage and access issues to city facilities. Staff has dealt with the flows, kept infrastructure safe and cleaned up the initial debris and mud that it can effectively reach. Staff has been working with WSP to get a scope of work for each site produced so that a proposal can be approved and mitigation efforts can be designed and constructed as soon as possible. Attached is the proposal from WSP that staff is recommending be moved forward. The cost is estimated at \$234,846.50 and the project will be billed as a Time and Materials project, with the price not to exceed without staff approval. On May 18th Council passed a budget amendment that included \$500,000 for debris flow mitigation that was allocated 20% Water, 20% Wastewater and 60% Capital Projects. Funding for this contract will come from that appropriation.
Issues:	None at this time.
Fiscal Impact:	Emergency Funds Have Been Allocated for Cleanup and Debris Flow Designs
Legal Review:	None at this time.
Staff Recommendation:	Staff is Recommending Approval to Move Forward with the Debris Flow Modeling and Design Proposal from WSP on the 4 Debris Flow Sites in Glenwood Springs.



May 23, 2023

Proposal No. 202308921

Matthew Langhorst, PE, Public Works Director

City of Glenwood Springs, Colorado

101 West 8th Street

Glenwood Springs, CO 81601

**DEBRIS FLOW HAZARD ANALYSIS, MITIGATION RECOMMENDATIONS, AND ENGINEERING SUPPORT
FOR FOUR LOCATIONS, CITY OF GLENWOOD SPRINGS, COLORADO- REVISION 1**

Dear Mr. Langhorst:

WSP USA Inc. (WSP) submitted a Scope of Work (scope) and cost estimate to provide debris flow analysis and engineering support for protection of City-owned critical water infrastructure from potential debris flows on April 21, 2023 (Site A). Three additional debris flows occurred within City limits after that date (Sites B, C, D). We understand that the City would like to have similar hazard analysis and mitigation recommendations at those sites. WSP has developed additional scope and estimated cost for the four sites, which is submitted in this revised proposal.

Site A is located in a tributary basin to the Roaring Fork River. The basin trends southwest from the intersection of Midland Avenue and 8th Street near downtown Glenwood Springs. Multiple buildings at the lower part of the basin house the water treatment and supply systems for City's system. The other three sites are located on the south side of the Colorado River Valley in west Glenwood Spring near the RFTA facility and the City's wastewater treatment plant. Figure 1 and Figure 2 show the location of the sites.

All of the sites are located in areas of historic debris flow deposition. The basins and channels have been incised by surface flows primarily within the Maroon Formation sandstone, siltstone, and mudstone. Slopes formed in the Eagle Valley Evaporite are also exposed in the lower parts of Basin A.

Several debris flow events occurred at Site A within a few hours on the afternoon of April 12, 2023, which could have resulted in damage to the treatment structure and above-ground tank. The event damaged existing roads, plugged culverts, and deposited material over large areas that required several days and significant resources to clean up. Sites B, C, and D flowed between April 30th and May 2nd, impacting the Union Pacific rail lines and blocking access to the City's wastewater treatment facilities. Future flows may impact the facility.

Although debris and mudflow events are typically the result of intense, short-term precipitation events in the late summer and fall months, these events appear to have been caused by spring snowmelt in combination with one or more slope failures depositing material and temporarily plugging the drainage channels. When the plugs failed, they allow water, mud, rock, and trees to descend the channels and threaten the critical infrastructure.

The potential for future debris and mud flow events is high at all four sites. The likelihood of additional and expanding slope failures is high. The potential for erosion of the top, bottom, and sides of the existing drainage channels is also high. As deposition of material occurs within the channel the likelihood of damming the creek increases. If the dams become large enough before failing, the potential for larger debris flow events increases as does the potential for adverse impacts to infrastructure and the safety of staff and the public. We understand that the City wishes to obtain the necessary analysis and engineering so that potential mitigation options can be assessed and implemented.



Figure 1: Site Location and Vicinity Map



Figure 2: Site Location and Vicinity Map

The proposed study is intended to provide an assessment of the debris flow hazard and provide information to support mitigation design if needed. A debris flow analysis, preparation of mitigation options, and confirmation of no increased debris flow risk downstream of the site are required.

WSP's understanding of the project is based on:

- A previous debris flow hazard report: *Open-File Report 78-10, Geologic Hazards of the Glenwood Springs Metropolitan Area, Garfield County, Colorado, Lincoln Devore Engineers and Geologists, 1978.*
- Discussion and a site visit with the City Public Works Director and other City staff.
- Video and images collected by the City from an unmanned aerial system.

1.0 SCOPE OF WORK

WSP has experience evaluating debris flows in this area and near the site. Our experience with this type of project has shown uncertainty in what might be required by city, federal, state, or other stakeholders. The proposed budget submitted for the Task 7: Engineering Support During Stakeholder Review and Option Selection is based on the likely minimum WSP involvement during the review and selection process. An additional budget may be required depending on the amount of support needed. Accordingly, we can revise the scope and budget as the project unfolds to address any unforeseen need to assist in making this project successful.

WSP understands that the client will provide a site layout, surveyed terrain near the proposed structures and upgradient of the proposed structure (if needed), current property boundaries, and legal access to the Site and the basin above.

WSP's proposed scope to evaluate the debris flow hazards consists of the following tasks:

- Task 1: Data Collection and Review
- Task 2: Site Visit and Basin/Channel Reconnaissance
- Task 3: Basin Hydrology and Sediment Availability
- Task 4: Model Existing Site Conditions and Sensitivity Analysis
- Task 5: Mitigation Concept Evaluation and Modeling
- Task 6: Interim Reporting
- Task 7: Engineering Support During Stakeholder Review and Option Selection
- Task 8: Final Report
- Task 9: Design and Plan Set Preparation for Selected Option(s)
- Task 10: Project Management and Coordination

These tasks are described in the following subsections.

1.1 Task 1 – Data Collection and Review

WSP will review available project information, including previous reports, subsurface investigation data, debris flow reports, previous debris flow and hydrologic models, topography, and previous relevant site studies in the

watershed. We have assumed that publicly available lidar can be used for FLO2D modeling and that more detailed terrain, where the proposed mitigation options will be located, will be provided to us for analysis of options. Design-level survey by others will likely be required for final design in areas near the selected mitigation and near the infrastructure that requires protection.

1.2 Task 2 – Site Visit and Basin/Channel Reconnaissance

WSP will conduct up to three site visits to assess conditions near the site and in the basin above the site, and to check the efficacy of conceptual mitigation options. We will document conditions and take samples if necessary. WSP will assess potential debris flow paths that may affect the site. As part of the site visit, WSP will evaluate the potential for debris flow paths to change due to factors such as large boulders, trees, and soils blocking the flow paths or avulsion due to a flow path filling with sediment and debris. WSP will use a small drone to photograph and observe conditions in the basins where the terrain and vegetation create difficult or unsafe conditions.

1.3 Task 3 – Basin Hydrology and Sediment Availability

WSP will develop appropriate hydrologic parameters to model the 10-year, 1-hour; 25-year, 1-hour; 24-hour precipitation event; and the 100-year, 24-hour precipitation event. In addition, WSP will estimate the sediment volume delivered from the upstream watershed. The sediment volumes will be evaluated using empirical equations, observations made during the site visit, and surficial evidence of historical debris flows in this watershed. The design storm events will be bulked with the sediment volume to create a credible, hypothetical debris flow event that is consistent with our experience in this area, laboratory testing, and reconnaissance of the site. Although the recent event was the result of slope failures in combination with snowmelt in the basin, WSP's analysis will address other credible events such as summer storm events, post-wildfire, and other sediment sources.

1.4 Task 4 – Model Existing Site Conditions and Sensitivity Analysis

WSP will create surface flow models to evaluate the existing conditions and to be used as the basis for evaluation of mitigation concepts. WSP will develop hydrologic models in FLO-2D to model the potential debris flow hazard for the basin reporting to the Site. FLO-2D is a hydraulic model approved by the US Federal Emergency Management Agency (FEMA) for riverine studies and unconfined flood analyses. FLO-2D is an unsteady, two-dimensional hydraulic model capable of analyzing hyper-concentrated sediment flows (HCSF). As such, it is well suited to simulate debris flows incorporating characteristics of sediment-laden floods.

The models will be developed based on available topography and rheology. WSP may use site-specific rheology collected as part of our field work or published rheology for the Glenwood and Aspen areas documented in the FLO-2D literature. Roughness coefficients will be defined based on aerial imagery and observations from the initial site visit. The hydrographs from Task 3 will be routed in the model incorporating the viscous, non-Newtonian flow properties of the water-sediment mix anticipated during a debris flow. The model will be used to determine the existing conditions flood extent, maximum flood depths, and maximum velocities. To model the potential for channel avulsion, WSP may evaluate additional locations, where the debris flow may move out of the natural channel and into another flow path.

WSP will conduct a sensitivity analysis on the sediment concentration from 20% to 45% by volume. This will require evaluating storm events less than the 100-year, 24-hour storm event. As described in Task 3, WSP will use the 25-year, 24-hour and 1-hour stormwater hydrograph to conduct sensitivity on sediment concentrations. The 25-year event was selected because large storm events typically have too much water volume compared to

sediment volume to constitute as a debris flow or debris flood event. Smaller storms may also be evaluated as part of the sensitivity analysis.

1.5 Task 5 – Mitigation Concept Evaluation and Modeling

WSP will assess potential debris flow paths that may affect the sites. We will update the model to incorporate new site grading and topography, proposed mitigation locations, and details. We will also include the downstream boundary condition of the models to confirm any incremental change in hazard to downstream properties due to proposed mitigation. WSP will update both the 100-year, 24-hour precipitation event as well as the 25-year, 24-hour precipitation event for the mitigated condition model.

Based on criteria and input from stakeholders, WSP will prepare up to five conceptual, feasibility-level, mitigation options for each Site. Mitigation options may include adding debris berms; improving conveyance; erecting walls, specialty fences, and/or barriers; implementing upstream landslide/slope treatments; and/or providing storage or attenuation.

1.6 Task 6 – Interim Reporting

WSP will provide an interim report summarizing the work performed in Tasks 1 to 5. The report will include inundation maps of the hydraulic model for the existing conditions and for some of the conceptual options under consideration. The inundation maps will show maximum depth and inundation limits. The report will include discussion of up to five conceptual options, preliminary probable construction costs, and other data such as model assumptions, site observations, and relevant information from other sources for each Site.

1.7 Task 7 – Engineering Support During Stakeholder Review and Option Selection

WSP will provide technical support to stakeholders during their evaluation and selection of mitigation option(s). The effort required by WSP for this task is not within our control as it depends on the process and number of stakeholders chosen by the City to participate in the selection decisions. WSP's assumption is that the City will provide resources to accomplish this task with technical support provided by us. Our assumptions are provided in Table 1 in Section 2.0. Accordingly, we can revise the scope and budget as the project unfolds to address any unforeseen needs to assist in making this project successful.

1.8 Task 8 – Final Report

As part of this scope and budget, WSP will provide a report summarizing the results of the study. The report will include inundation maps of the hydraulic models. The inundation maps will show maximum depth and inundation limits. The report will include design level, geotechnical recommendations for the selected option(s). The report will also outline the results of the data review, input assumptions and parameters, and limitations of the model. WSP will address one set of comments on a draft report before finalizing.

1.9 Task 9 – Design and Plan Set Preparation for Selected Option(s)

Final design and preparation of plans and other contract documents is described in this proposal as an optional task without an associated budget. The uncertainty of the cost of designing different option selections makes it difficult to estimate the amount of effort that will be required. We can provide a scope and budget for Task 9 after completion of Task 7, Stakeholder Review and Option Selection. WSP will coordinate with the City on the preferred design and contracting strategy, which may include additional consultants and contractors.

1.10 Task 10 – Project Management and Meetings

This task includes project meetings, coordination with other consultants, progress updates, scope and budget tracking, and invoicing. The project management task allows budget to ensure the successful execution of the project.

2.0 COST ESTIMATE AND TERMS AND CONDITIONS

WSP will perform all work on a time-and-expenses basis in accordance with the attached Agreement for Consulting Services at the rates provided in Table 1. The rates included in Table 1 are WSP's 2023 government rates based on a FAR compliant audit with a 11% fixed fee added. Should conditions arise that would indicate an increase in the estimated scope or budget, WSP will discuss this with you prior to proceeding. Likewise, if the scope is reduced due to unforeseen factors, the budget will decrease. We will not exceed the scope or budget without your written approval. Costs for any out-of-scope work will be performed at the rates shown in Table 1.

Table 1: Cost Table

Phases	Labor	Expenses	Subtotals
Task 1 – Data Review and Collection	\$22,963.69	\$0.00	\$22,963.69
Task 2 – Site Visit and Reconnaissance	\$45,927.38	\$4,324.00	\$50,251.38
Task 3 – Basin Hydrology and Sediment Availability	\$22,547.45	\$0.00	\$22,547.45
Task 4 – Model Existing Conditions and Sensitivity Analysis	\$22,547.45	\$0.00	\$22,547.45
Task 5 – Mitigation Concept Evaluation and Modeling	\$55,250.20	\$0.00	\$55,250.20
Task 6 – Interim Reporting	\$24,283.45	\$0.00	\$24,283.45
Task 7 – Engineering Support	\$15,357.91	\$0.00	\$15,357.91
Task 8 – Final Report	\$16,829.81	\$0.00	\$16,829.81
Task 9 – Design and Plan Set Preparation	\$0.00	\$0.00	\$0.00
Task 10 – Project Management and Meetings	\$4,815.16	\$0.00	\$4,815.16
Totals	\$230,522.50	\$4,324.00	\$234,846.50

3.0 SCHEDULE

WSP will negotiate a mutually agreed upon schedule to meet project needs. We anticipate completing the Interim Reporting task in about 16 weeks from Notice to Proceed.

4.0 CLOSURE

If you have any questions concerning this proposal, please contact us. If this proposal is acceptable, please sign the attached agreement form. We look forward to working with you on this project.

Sincerely,

WSP USA Inc.

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If you have any questions concerning this proposal, please contact us. If this proposal is acceptable, please sign the attached agreement form. We look forward to working with you on this project.

Sincerely,

WSP USA Inc.



Roger Pihl, PG
Vice President, Senior Geologist



Elizabeth Kidner, PE
Senior Engineer



Aliena Debelak, PE
Project Engineer

RP/EK/AD/af

Attachments: Attachment 1: Agreement for Consulting Services

[https://wsponline.sharepoint.com/sites/global-glenwoodspgsemdebris/shared documents/project files/1_proposal & projects/technical work/formatted/202308921-pro-0-gws_debris_flow_evaluation_proposal_21apr23.docx](https://wsponline.sharepoint.com/sites/global-glenwoodspgsemdebris/shared%20documents/project%20files/1_proposal%20&%20projects/technical%20work/formatted/202308921-pro-0-gws_debris_flow_evaluation_proposal_21apr23.docx)

ATTACHMENT 1

Agreement for Consulting Services



AGREEMENT FOR CONSULTING SERVICES (EARTH AND ENVIRONMENT)

City of Glenwood Springs

WSP USA Inc. ("CONSULTANT") agree this ____ day of ___, 20__ that
the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to
be provided by CONSULTANT relating to Proposal No. 202308921, dated May 23, 2023 (collectively
the "Agreement"):

1. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals practicing contemporaneously, under similar conditions, in the same locality, subject to the time limits and financial, physical, or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

- A. Unless otherwise specified in any proposal, CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. If notice is not received within (10) days of receiving the invoice, the invoice is deemed to be correct, and CLIENT shall pay CONSULTANT the full sum according to the invoice. Full payment is due prior to delivery of CONSULTANT'S final deliverable. All monies due to CONSULTANT shall be paid in US \$ (Dollars) unless specifically detailed otherwise. CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of, or construction, on property contemplated by this Agreement. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CONSULTANT shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by CONSULTANT in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, CONSULTANT shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.
- C. If CONSULTANT is required by the CLIENT to provide additional services outside the scope of the Services set out in the proposal, the CLIENT shall make payment according to the hourly rates and sums set out in the proposal.
- D. Support for depositions, response to Subpoenas, legal or regulatory proceedings, and expert testimony shall be charged at 150% of the labor rates set forth in the proposal.

3. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. to the extent such modifications change the Services, schedule, and/or the cost, the parties shall mutually agree upon equitable adjustment as appropriate under the circumstances. CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a change order request outlining the changes to the scope, schedule, and/or cost. CLIENT has a duty to promptly consider the change order request and advise CONSULTANT in a timely manner in writing on how to proceed. If, after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the



CLIENT, then CONSULTANT shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. SCHEDULE

CONSULTANT agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, as stated in Article 1, Standard of Care.

5. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or differing site conditions are encountered, Services under this Agreement may be delayed. The schedule and contract completion date shall be extended accordingly, and CLIENT shall pay CONSULTANT for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, site conditions or conditions related to unrevealed hazardous materials which prevent or inhibit performance of Services.
- B. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as governmental authorities, regulatory agencies, civil or labor unrest, epidemics or pandemics, acts of God, nature, or terror, disruptions of the Internet, electronic telecommunications or hosting services or any other events that are beyond the reasonable control of the parties. In the event of any such delays, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment.
- C. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

6. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then CONSULTANT'S obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 13, Subsurface Risks). CONSULTANT will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do CONSULTANT'S Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

7. INDEMNIFICATION

- A. To the maximum extent allowed by law, CONSULTANT agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses, or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to be proximately caused by CONSULTANT'S negligence. Such indemnification, as limited by Article 8, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against CONSULTANT.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of CONSULTANT, including but not limited to claims made by third parties, or any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict



liability of CONSULTANT. Such indemnification shall not apply to the extent that such claims, damages, losses, or expenses are finally determined to be proximately caused by CONSULTANT'S negligence.

8. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify CONSULTANT in writing of any deficiencies or suspected deficiencies arising directly or indirectly from CONSULTANT'S negligent acts, errors, or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and CONSULTANT agree that all liability arising directly or indirectly from this Agreement or the Services of CONSULTANT shall expire no later than one (1) year from the date of CONSULTANT'S acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of CONSULTANT, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("CONSULTANT Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from CONSULTANT'S acts, negligence, errors or omissions, such that the total aggregate liability of the CONSULTANT Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or CONSULTANT'S total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential, or punitive damages.

9. INSURANCE

- A. CONSULTANT maintains insurance coverage with the following limits:
 - (i) Workers' Compensation in compliance with statutory limits
 - (ii) Automobile Liability
 - Combined Single Limit \$5,000,000
 - (iii) Commercial General Liability:
 - Each Occurrence \$3,500,000
 - General Aggregate \$7,500,000
 - (iv) Professional Liability Insurance
 - Any One Claim \$1,000,000
 - Policy Aggregate \$3,000,000
- B. CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgment of CONSULTANT would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

10. PROFESSIONAL WORK PRODUCT

- A. The Services provided by CONSULTANT are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by CONSULTANT are considered its professional work product (the "Documents"). CONSULTANT retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by CONSULTANT to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors, or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT'S or otherwise, without CONSULTANT'S prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT'S sole risk and that CLIENT will defend, indemnify, and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.



11. DATA AND INFORMATION

- A. **Project Information.** Before the commencement of Services by CONSULTANT or its subcontractors, and continuing thereafter, CLIENT shall immediately notify CONSULTANT of any known or potential health or safety hazards, hazardous substances or conditions existing on or near the project site. Furthermore, CLIENT shall promptly provide CONSULTANT with all relevant, reports data, studies, plans, specifications, documents, and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas ("Project Information") or any other information related to the project that CONSULTANT may reasonably request. CONSULTANT shall be entitled to rely upon the Project Information provided by CLIENT or others and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from incomplete Project Information, errors, omissions, or inaccuracies in the Project Information. CONSULTANT will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CONSULTANT'S data, interpretations, or recommendations.
- B. **Personal Information.** Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for CONSULTANT to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

13. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological, and other conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. CONSULTANT will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

14. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, CONSULTANT will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property



and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense unless otherwise specified in a separate Agreement or addendum to this Agreement. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by CONSULTANT and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste, or materials from the project property site, and derived from CONSULTANT'S performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and CONSULTANT is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that CONSULTANT shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

15. CONTROL OF WORK AND JOB-SITE SAFETY

- A. CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT'S Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier, or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

16. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations, and ordinances, with regard to public health and safety. While CONSULTANT performs the Services, it will endeavor to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations, or ordinances. If CLIENT decides to disregard CONSULTANT'S recommendations in these respects, (i) CONSULTANT shall determine in its sole judgment if it has a duty to notify public officials, and (ii) CONSULTANT has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty. In states where there is a legal obligation for a licensed professional (employed by CONSULTANT or CONSULTANT as a company) to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, CONSULTANT shall make reasonable efforts to first notify the CLIENT and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

17. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as required by Article 11, Data and Information, CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature, or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. CONSULTANT may rely on such information and documents. CLIENT hereby warrants



that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.

- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not CONSULTANT'S, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONSULTANT shall be fairly compensated.

18. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, CONSULTANT shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CONSULTANT may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records, and reports.

19. DISPUTES

- A. **Dispute Resolution by Senior Management.** Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. **Litigation.** This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.
- C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

20. INTELLECTUAL PROPERTY

- A. If the Services require CONSULTANT to provide CLIENT with the right to use or access proprietary CONSULTANT software, programs, information management solutions, hosting services, technology, designs, information, or data ("CONSULTANT Products"), CONSULTANT grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the CONSULTANT Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, CONSULTANT expressly reserves all other rights in and to the CONSULTANT Products.
- B. **CONSULTANT'S Right to Use CLIENT Materials** - If the Services require CLIENT to provide CONSULTANT with the right to use or access proprietary CLIENT software, programs, technology, information, or data ("CLIENT Products"), CLIENT grants



CONSULTANT a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.

- C. Intellectual Property General - CONSULTANT shall own all Intellectual Property (as hereinafter defined) associated with the Services and the CONSULTANT Products, together with any modifications, updates, or enhancements to said Intellectual Property. CONSULTANT grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to CONSULTANT any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. CONSULTANT may use and publish the CLIENT's name and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT'S experience and qualifications.
- D. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

21. INFORMATION MANAGEMENT

Some CONSULTANT Products may be offered to CLIENT via the Internet and some CONSULTANT Products may utilize wireless radio communications. Atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless device, software, or technology (including, but not limited to information management solutions, hosting services, ftp, and extranet services), just as application size, traffic, bottlenecks, and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of CONSULTANT and that CONSULTANT makes no representations or guarantees that CLIENT will be able to access any particular CONSULTANT Product at any given time without any error or interruption.

22. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that CONSULTANT can retain subconsultants, who may be affiliated with CONSULTANT, to provide Services for the benefit of CONSULTANT. CONSULTANT will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 8 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages, or other liabilities from CONSULTANT and not CONSULTANT'S affiliated companies.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.



- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify CONSULTANT in Article 7 and the Limitation of Liability in Article 8) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use CONSULTANT'S name or any reference to the Services in any press release or public document without the express, written consent of CONSULTANT.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of New York unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to CONSULTANT, with postage thereon fully prepaid if sent by mail or express courier.
- I. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any resulting Work Order, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system, to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereby waive any objection to the contrary.
- J. CLIENT represents and warrants that the individual signing this Agreement is an authorized representative of CLIENT and has authority to bind the CLIENT.

23. AUTHORIZATION TO PROCEED

By signing below, CLIENT hereby authorizes CONSULTANT to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to *payment, limitation of liability, insurance, and indemnity*, among many other important provisions. CLIENT also represents that any "purchase order" type document which CLIENT may issue after executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services, and any such terms or conditions shall be void and without binding effect.

SIGNATURE ON FOLLOWING PAGE



(CONSULTANT)

Signature

Name

Title

Date

(CLIENT)

Signature

Name

Title

Date

Please address invoices to:	Please address deliverables & notices* to:
ATTN:	ATTN:
Phone:	Phone:
Email:	Email:

**All notices required or permitted to be given hereunder shall be in writing and shall be delivered in person, sent by facsimile machine, mailed, or emailed and properly addressed and stamped with the required postage to the intended recipient.*

REV: 03/01/2022



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item:	Financial Advisory Board Grant Awards
Action Requested:	Award grants to applicants
Department:	City Administration
Presented By:	Steve Boyd, Yvette Gustad
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Each year 7.5% of Tourism Fund and 3.4% of A&I Fund revenues are allocated to funding non-profit organizations that have a positive impact in the City. A grant program has been established and the Financial Advisory Board (FAB) reviews applications and makes a recommendation to Council on how to award the funds.
Issues:	None at this time.
Fiscal Impact:	We received \$600,000 in requests this year, more than twice as much as ever before because more organizations are becoming aware of the program. Between the Tourism Fund, A&I Fund and what was carried forward from 2022 the Board had \$383,344 available to award which means many organizations did not receive their full request. This recommendation FAB is presenting Council with totals \$356,715, which would leave \$26,629 available for future awards.
Legal Review:	Legal has reviewed the grant contract that recipients enter with the City.
Staff Recommendation:	Staff supports the Board's recommendation.

2023 FAB Grant Worksheet

Amount carried from 2022	\$118,596
Amount from A&I	\$195,547
Amount from Tourism	\$69,201
Total Available	\$383,344

Organization Name	Contact Name	Grant Amount Requested	FAB	Council Approved
A Way Out, Inc	Becky Gordon	\$4,500	\$4,500	
Access AfterSchool	Deb Rice	\$10,000	\$10,000	
Andy Zanca Youth Empowerment Program	Beth Wyson	\$3,600	\$3,600	
Aspen Public Radio	Breeze Richardson	\$10,000	\$0	
Aspen Science Center	Addison Hobbs	\$5,000	\$5,000	
Bridging Bionics Foundation	amanda boxtel	\$5,000	\$0	
Catholic Charities	Marian McDonough	\$30,000	\$10,000	
College Outreach	Tania Bantay	\$3,000	\$3,000	
Colorado Animal Rescue	Dacia Ryder	\$20,000	\$2,000	
Colorado High School Cycling League	Kate Rau	\$30,000	\$10,000	
Dance Initiative	Megan Janssen	\$6,500	\$6,500	
Downtown Development Authority	Jillian Sutherland	\$3,615	\$3,615	
Early Childhood Network	Kelly Esch	\$50,000	\$5,000	
Garfield County Public Health	Joshua Williams	\$12,000	\$0	
Glenwood Springs Arts Council	Laurie Chase	\$5,000	\$1,500	
Glenwood Springs Chamber Foundation	Angie Anderson	\$20,000	\$5,000	
Glenwood Springs Citizens' Alliance	Heather McGregor	\$5,000	\$5,000	
Glenwood Springs Summer of MusiC	Ann Olson	\$25,000	\$25,000	
Glenwood Springs Youth Hockey Association	T.K. Kwiatkowski	\$20,000	\$10,000	
Great Expectations	Andrew Romanoff	\$8,780	\$5,000	
High Country Volunteers	Mary Moon	\$4,500	\$4,500	
HomeCare & Hospice of the Valley	Tricia Williams	\$7,500	\$7,500	
Junior Achievement of the Roaring Fork Valley	Kristen Nunez	\$5,000	\$5,000	
Lift Up	Trudie Biggers	\$50,000	\$25,000	
Literacy Outreach	Martha Fredendall	\$5,000	\$4,000	
Middle Colorado Watershed Council	Shelbi Bauer	\$9,000	\$7,500	
Mountain Family Health Centers	Carolyn Hardin	\$15,000	\$15,000	
Mountain Valley Developmental Services, Inc.	Ksana Oglesby	\$15,000	\$15,000	
River Bridge Regional Center	Mary Cloud	\$15,000	\$15,000	
Roaring Fork Kayak Club	Natalie Kellum	\$12,000	\$10,000	
Roaring Fork Outdoor Volunteers	Rebecca Schild	\$7,500	\$7,500	
Roaring Fork School District. GWS High School	Annie Bell	\$2,000	\$2,000	
Raising A Reader Aspen to Parachute	Suzanne Wheeler-Del	\$5,000	\$5,000	
Salvation Army Glenwood Springs Service Center	Kaitlyn Coler	\$25,000	\$10,000	
Smiling Goat Ranch Inc	Sheryl O. Barto	\$10,000	\$10,000	
SoL Theatre Company	Danielle Taylor	\$2,500	\$2,500	
Sopris Barracuda Swim Team	Steve Vanderhoof	\$13,000	\$10,000	
Summit54	Terri Caine	\$30,000	\$10,000	
Symphony in the Valley	Alexandra Braeger	\$5,000	\$2,500	
The Buddy Program (TBP)	Mindi Cabe	\$10,000	\$7,500	
The Meeting Place	Daniel Benavent	\$2,000	\$2,000	
Thunder River Theatre Company	Sean Jeffries	\$5,000	\$0	
Valley Settlement	Sally Boughton	\$7,500	\$5,000	
VOICES	MinTze Wu	\$3,000	\$3,000	
West Elk Trails, Inc.	Tod Tibbetts	\$1,500	\$1,500	
West Mountain Regional Health Alliance	Cristina Gair	\$30,000	\$25,000	
Western Slope Veterans Coalition	Aide Munoz	\$5,000	\$5,000	
WindWalkers Equine	Gabrielle Greeves	\$10,000	\$5,000	
YouthZone	Carol Wolff	\$20,000	\$20,000	
Total Award		\$608,995	\$356,715	\$0
Amount Available		(\$225,651)	\$26,629	\$0



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Online Utility Billing Rollout

Action Requested: NA

Department: Finance

Presented By: Yvette Gustad

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: The City has been implementing an Enterprise Resource Program (ERP) to better manage information and communicate both internally and externally. We went live with the financial module and 2019 and the human resources/payroll module in 2021. The third module is cash receipting and utility billing, which will go live over the first week in June. Users will be able to set up a portal to see balances and activity, historical usage, manage their water and electric accounts, pay bills online and communicate with our finance department. The system includes the ability to email statements, which will eliminate the need to mail 10,000 bills through the post office on a monthly basis.

Customers will still have the option to pay via cash or check in person, at the dropboxes, or mail a check to City Hall. They will also be able to pay via credit card either by phone or in person and to set up autopay with their bank for those who prefer not to conduct business online.

Issues: While this will upgrade the user experience and be more convenient for utility customers, like always, we should expect the roll out to not be perfectly smooth. Council may receive a few complaints as this is launched, which may include:

- Having to pay a \$2 fee to receive a paper bill in the mail. There is an extra expense for this and we want to provide an incentive for going paperless. There will be a 3-month window with no charge to give customers time to set up their online portal and sign up for paperless billing.
- Not wanting to set up an online profile. Customers who pay via mailed or delivered check, or over the phone will not need to register online. However, we do need to collect certain information from those who choose to take advantage of more convenient ways to pay so a very simple registration process is required.
- Passing through a fee charged to the City of 3.5% of the transaction for a credit card charge (minimum of \$2.50) and \$1.95 for an e-check. This is typical of government entities that offer a way to pay without incurring any fee, so that those customers are not subsidizing the payment preferences of others.
- Continuing to pay an administrative fee even if they choose not to receive a paper bill. That fee is intended to cover a portion of the fixed cost of providing the service to enable users to have more control of their variable costs by usage.

Fiscal Impact: Neutral. We expect to save some money on postage and some efficiencies but we need to pay an annual software as a service (SaaS) fee for hosting the data platform.

Legal Review: NA

Staff Recommendation: NA



101 West. Eighth Street
PO Box 458
Glenwood Springs, CO 81602

Questions/Preguntas?

970-384-6455

www.cogs.us/utilities

Email: utilities@cogs.us

Customer Name	Customer Number
CITY OF GLENWD SPGS	10881
Summary/Resumen	
Water Service	\$62.20
Sewer Service	\$83.53

Account Number	Service Location
2001080000	101 W EIGHTH ST
Total Due/Total Adeudado	
Previous Balance/Balance anterior:	\$143.73
Total Current Due/Cargos actuales:	\$145.73
Adjustments/Ajustes:	\$0.00
Penalties/Sanciones:	\$0.00
Deposits applied/Depósitos aplicado:	\$0.00
Payment Received/Pago recibido:	(\$145.73)
	\$143.73
Due Date/Fecha de vencimiento	Jun 01, 2023

Previous balances are due immediately and are subject to late fees. Unpaid previous balances may subject to disconnection.

Due dates refer to current charges only, not to past due balances. More information at www.cogs.us.

Los saldos anteriores no pagados estan sujetos a cargos por retraso y desconexion. Las fechas de vencimiento se refieren solo a los cargos actuales, no a los saldos vencidos. Para mas informacion en www.cogs.us.

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT



City of Glenwood Springs
PO Box 458
Glenwood Springs, CO 81602

Customer Number	Account Number
10881	2001080000
Total Due/Total Adeudado	
\$143.73	Jun 01, 2023

CITY OF GLENWD SPGS
UNKNOWN
, WA112

Payment Options/Opciones de Pago:

Online/ En línea: www.cogs.us/pay

Phone/ Teléfono: 970-384-6455

Mail/ Correo: PO Box 458, Glenwood Springs, CO 81602

In Person/ En persona: 101 W. 8th Street, Glenwood Springs



101 W. 8th Street
PO Box 458
Glenwood Springs, CO 81602

Customer Name		Customer Number	Account Number		Service Location			
CITY OF GLENWD SPGS		10881	2001080000		101 W EIGHTH ST			
Charge Details/Detalles del Cargo								
Service	Meter	Prev Read	Curr Read	Previous	Current	Usage	Units	Total
WATER - SERVICE CHARGE		03/31/23	04/30/23					\$21.92
WATER - RESIDENTIAL/COMMERCIAL	84054592	03/31/23	04/30/23	13,160,300	13,169,700	9,400	GAL	\$40.28
SEWER - RESIDENTIAL/COMMERCIAL		03/31/23	04/30/23					\$83.53



101 West. Eighth Street
PO Box 458
Glenwood Springs, CO 81602

Questions/Preguntas?

970-384-6455

www.cogs.us/utilities

Email: utilities@cogs.us

Customer Name	Customer Number
CITY OF GLENWD	23518
Summary/Resumen	
Electric Service	\$8,132.93

Account Number	Service Location
8101090000	101 W EIGHTH ST
Total Due/Total Adeudado	
Previous Balance/Balance anterior:	\$7,179.26
Total Current Due/Cargos actuales:	\$8,132.93
Adjustments/Ajustes:	\$0.00
Penalties/Sanciones:	\$0.00
Deposits applied/Depósitos aplicado:	\$0.00
Payment Received/Pago recibido:	\$0.00
\$15,312.19	
Due Date/Fecha de vencimiento	May 24, 2023

Previous balances are due immediately and are subject to late fees. Unpaid previous balances may subject to disconnection.

Due dates refer to current charges only, not to past due balances. More information at www.cogs.us.

Los saldos anteriores no pagados estan sujetos a cargos por retraso y desconexion. Las fechas de vencimiento se refieren solo a los cargos actuales, no a los saldos vencidos. Para mas informacion en www.cogs.us.

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT



City of Glenwood Springs
PO Box 458
Glenwood Springs, CO 81602

Customer Number	Account Number
23518	8101090000
Total Due/Total Adeudado	
\$15,312.19	May 24, 2023

CITY OF GLENWD
UNKNOWN
, EL120

Payment Options/Opciones de Pago:

Online/ En línea: www.cogs.us/pay

Phone/ Teléfono: 970-384-6455

Mail/ Correo: PO Box 458, Glenwood Springs, CO 81602

In Person/ En persona: 101 W. 8th Street, Glenwood Springs



101 W. 8th Street
PO Box 458
Glenwood Springs, CO 81602

Customer Name		Customer Number	Account Number			Service Location		
CITY OF GLENWD		23518	8101090000			101 W EIGHTH ST		
Charge Details/Detalles del Cargo								
Service	Meter	Prev Read	Curr Read	Previous	Current	Usage	Units	Total
ELECTRIC - BUSINESS LARGE COMMERCIAL	9150021	03/22/23	04/22/23	835,646	907,278	71,632	KWH	\$8,072.93
ELECTRIC - BUSINESS LARGE COMM SC		03/22/23	04/22/23					\$60.00



City of Glenwood Springs Finance Department
101 W. 8th Street, Glenwood Springs, CO 81601

Important Account Updates for your Utility Bill

Dear Customer,

The City of Glenwood Springs is excited to announce that we are upgrading our utility billing software! Beginning in June, customers will need to complete a one-time setup of an online customer profile on the new system. After your account is set up, you'll be able to access an online portal with billing and payment information all in one convenient place.

Frequently Asked Questions (FAQs):

What do I need to do?

Next month (June), once we are in the new system, the look of your utility bill will change, and you'll need to set up an online profile. You'll receive instructions next month, but you'll use your account number and customer number from your paper bill to login to the new system and complete your profile and link your profile to your account information.

Which bills does this include?

All utility bills issued by the City are getting upgraded to the new billing system, this includes Water & Sewer and Electric. Once the Pay as You Throw trash and recycling system is in place, those will also be issued through this system. All existing due dates remain the same.

How can I make payments?

All existing payment methods are still available; however, the online portal will change. New to this system is the ability to create an account and pay online. You will be able to sign up with direct debit or ACH/EFT from your online portal. Payments can be made online, by mail, in person, and at the dropbox locations at City Hall.

What new features will be available and why is this change happening?

In this new system, customers will be able to make online payments, view payment and usage history, and opt-in to electronic bills (paperless billing). This change will help us modernize and streamline the utility billing process, including billing, collections, and transparency. Most notably, the updated bill format, online portal and payment process gives customers an improved and more convenient user experience.

Stay tuned for more information with your bills arriving next month. If you have questions, contact Josh Davidson via email at Joshua.Davidson@cogs.us.

THANK YOU!

City of Glenwood Springs Finance Department
970-384-6455 | cogs.us





La ciudad de Glenwood Springs

101 W. 8th Street, Glenwood Springs, CO 81601

Actualizaciones importantes de la cuenta para sus facturas de servicios públicos

Estimado cliente:

La ciudad de Glenwood Springs se complace en anunciar que estamos actualizando nuestro software de facturación de servicios públicos. A partir de junio, los clientes tendrán que completar una sola vez un perfil de cliente en línea en el nuevo sistema. Después de configurar su cuenta, podrá acceder a un portal en línea con información de facturación y pago en un solo lugar.

Preguntas más frecuentes:

¿Qué tengo que hacer?

El mes que viene (junio), una vez que estemos en el nuevo sistema, cambiará el aspecto de su factura de servicios públicos y tendrá que crear un perfil en línea. Recibirá instrucciones el mes que viene, pero deberá utilizar el número de cuenta y el número de cliente de su factura en papel para acceder al nuevo sistema, completar su perfil y vincularlo a la información de su cuenta.

¿Qué facturas se incluyen?

Todas las facturas de servicios públicos emitidas por la ciudad se están actualizando al nuevo sistema de facturación, esto incluye agua y alcantarillado y electricidad. Una vez que el sistema de basura y reciclaje Pay as You Throw (pague lo que desecha) esté en funcionamiento, también se emitirán a través de este sistema. Todas las fechas de vencimiento siguen siendo las mismas.

¿Cómo puedo efectuar los pagos?

Todos los métodos de pago existentes siguen disponibles; sin embargo, el portal en línea cambiará. La novedad es la posibilidad de crear una cuenta y pagar en línea. Podrá suscribirse con débito directo o por pagos electrónicos por ACH/EFT desde su portal en línea. Los pagos se pueden realizar en línea, por correo, en persona y en los buzones del ayuntamiento.

¿Qué nuevas funciones estarán disponibles y a qué se debe este cambio?

En este nuevo sistema, los clientes podrán hacer pagos en línea, ver el historial de pagos y uso, y optar por recibir facturas electrónicas (facturación sin papel). Este cambio nos ayudará a modernizar y agilizar el proceso de facturación de servicios públicos, incluida la facturación, los cobros y la transparencia. En particular, el formato actualizado de la factura, el portal en línea y el proceso de pago ofrecen a los clientes una experiencia de usuario mejorada y más cómoda.

Estén atentos para recibir más información cuando lleguen sus facturas el próximo mes. Si tiene alguna pregunta, póngase en contacto con nosotros por correo electrónico en espanol@cogs.us o por teléfono.

¡GRACIAS!

Departamento de Finanzas de la Ciudad de Glenwood Springs

970-384-6455 | cogs.us





City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Ordinance 2023-09; Downtown Design Overlay

Action Requested: Consideration of amendments to Title 070 Development Code approving a downtown commercial overlay district.

Department: Economic and Community Development

Presented By: Danielle Campbell, Hannah Klausman, Jillian Sutherland

Strategic Goals: Provide Efficient and Responsive City Government
Generate Sustainable Economic Development

Background Info: The Downtown Overlay District was originally proposed by Planning and Zoning Commission. The purpose of the District is to enhance the pedestrian-oriented business and service character in the central core to support an active, vibrant street life. The overlay district would include the following standards in addition to the base layer zoning standards:

1. Ground Floor Uses
 - Food and beverage establishments
 - Retail
 - Recreation and Entertainment, Indoor
 - Escape Room
 - Theater
 - Music Venue
 - Health classes
 - Art classes
 - Gallery
 - Museum
 - Personal Services:
 - beauty/barber shops
 - Shoe repair, alterations
 - Spas/Massage
 - Personal Grooming
2. Approved uses must be on the ground floor, open to the public, and located on the building frontage with an entrance.
3. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
4. Parking lots and parking structures are non-exempt.
5. If a building includes lodging or residential, the building must incorporate a ground floor retail use with building frontage and an entrance. Retail must be fully open to the public during times of operation.

Governing Body and Public History

City Council held two work sessions on February 3, 2022, and May 19, 2022, to discuss Planning and Zoning Commission recommendations to implement a Downtown Commercial Overlay District to promote downtown vibrancy. Work Session staff reports are included as attachments to this report. Council requested an additional public outreach meeting in order to elicit more feedback. Staff responded that the item would need to wait until 2023 due to the project workload. Council more recently requested this item be brought back to Council for initial review and direction to be able to proceed with the public engagement meeting with Council. On February 2, 2023, the Council directed staff to move forward with a public engagement meeting specifically to provide information on how the public generally feels about an overlay district, restricting uses, and the size of the district within

downtown. Two public meetings were held on April 26, 2023. A summary of the public findings can be found as an attachment to this report and key takeaways below.

Key Public Meeting Takeaways

- Majority supported regulating uses. However, did not support regulating the square footage of the ground floor of that use.
- Majority preferred seeing a medium to larger overlay district.
- Majority supported regulating building forms to encourage diverse uses in downtown.
- People want to see a walkable downtown with a safe, clean, attractive atmosphere and a distinct sense of place.
- General Support for a diversity of businesses that serve residents and visitors. This included restaurants, retail, and attractions (art classes, etc.)

Additional Considerations

Sales Tax Overlay

Previously, Council considered regulating ground-floor uses for Sales and lodging Tax generating uses. During discussions it was concluded that additional categories within the tax-generating uses should be considered. The following was presented on February 2, 2023:

1. When a non-residential building is proposed on a vacant lot within the downtown core, a minimum of 75% of the gross floor area on the first floor shall be uses that generate sales and/or lodging revenues for the city.
2. When a non-residential building within the downtown core is demolished, 75% of the first floor of the new building shall be uses that generate sales and/or lodging revenues for the city.
3. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
4. Parking Structures proposed within the overlay zone are exempted from these standards and shall be processed according to the Special Use Permit process per Section 070.030.20 Table of allowed uses, and Section 070.060.050(e) Development Permits.

Building Form Overlay

Based upon the public support of regulating building form, Council is encouraged to consider a different approach to achieving vibrancy through regulating width of store frontages. This can be accomplished by requiring store frontages to not exceed 55 feet. Although this would not prevent uses in the overlay, this would promote diversity of uses. This regulation would hinder one business from utilizing a significant portion of a city block. Resulting in more uses on a block achieving the highest levels of pedestrian and mixed-use activity in the downtown core area. However, if Council directs staff to consider this option, then the recommendation, staff ask Council to consider a larger district such as the following image.



If Council recommends Staff to move forward with either one of the two options above, Staff will need additional time to draft proposed code amendments. Staff has included Exhibit A for the Ordinance based on feedback. Depending on Council direction of the above items, the Exhibit could be amended for second reading.

Issues:

Boundary dimensions: Council expressed concerns over the boundary being too expansive as well as too limited. Staff presented three boundary iterations to the public which can be found in the public engagement attachment. Staff's recommendation is a smaller area centered around Grand Avenue and 6th Street commercial corridors but defers to Council on final boundary determination.

Retail Percentage and Uses: The intent of stating Sales Tax or Lodging Tax generating uses was utilizing a category that included the typical business types that activate streets. For example, if using this methodology the following would not be allowed in the overlay

Non-generating Uses 25% Area Uses on First Floor
Professional Office
Hot Springs
Massage
Yoga Studio
Property Management Company
Real Estate Office
Museum
Library
Gym
Salon/Hairdresser

To better clarify intent, staff suggests specifically calling out the types of desired businesses using the Development Codes Table of Uses and Definitions as identified in the recommendation. Staff reviewed comments from the public as well as Council to propose a possible list of uses for ground-floor areas to promote a vibrant, engaged downtown.

Thresholds of applicability

These proposed regulations would be triggered when any of the following occur:

1. Any project including any amount of demolition of an existing structure;
2. An addition or renovation to an existing structure where the total gross floor area of the proposed addition is twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
3. Changes of use within an existing structure of the ground floor.
4. Development on vacant land.

The Change of Use threshold would be an aggressive option resulting in quick implementation as businesses turnover. The other criteria above would result in a slower paced change when businesses remodel, or there is a demolition of a building. In order to see the most immediate impact would be to move forward with a change of use threshold. It is important to note that new businesses do not always apply for a business license prior to signing a lease, which could result in challenging situations. This would not be new for Community Development staff, as this sometimes occurs in other areas of the City when a prohibited or Special Use business locates in a building without meeting with the City. Council should be prepared that this may also occur with the overlay regulations and consider an aggressive public awareness campaign.

Fiscal Impact:	The City may see increased retail businesses generating additional sales tax in the downtown area. No major increase in sales tax generation for the entire City is expected.
Legal Review:	Legal has drafted the ordinance and reviewed regulations.
Staff Recommendation:	Staff defers to Council in considering the application and boundary of a Downtown Commercial Overlay district.

070.020.180 Downtown Design Overlay (DDO) District

- (a) *Purpose.* The overlay district is intended to promote downtown vibrancy and pedestrian engagement, with an emphasis on walkability and active ground-floor uses. The DDO district allows for retail, food and beverage establishments, indoor recreation and entertainment, and specific personal and professional services.
- (b) *Applicability.*
 - (1) General.
 - a. The overlay standards shall apply to:
 - 1. Any project including any amount of demolition of an existing structure;
 - 2. An addition or renovation to an existing structure where the total gross floor area of the proposed addition is twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
 - 3. Changes of use within an existing structure of the ground floor.
 - 4. Development on vacant land.
 - (2) Exemptions. This section shall not apply to the following:
 - a. Parks
 - b. Institutions
 - c. Lodging or residential uses, the building must incorporate a ground floor retail-only use with building frontage and an entrance. Retail must be fully open to the public during times of operation.
- (c) *Uses.* In addition to uses listed in Table 030.1: Table of Allowed Uses for the base zoning, the overlay includes the following list of allowed uses for the ground-floor uses. Approved uses must be on the ground floor, open to the public, and located on the building frontage with an entrance. All other uses allowed within the base zone district would apply to non-ground-floor areas.
 - (1) Food and beverage establishments
 - (2) Retail
 - (3) Recreation and Entertainment, Indoor
 - a. Escape Room
 - b. Theater
 - c. Music Venue
 - d. Health classes
 - e. Art classes
 - f. Gallery
 - g. Museum
 - (4) Personal Services:
 - a. beauty/barber shops,

b. Shoe repair, alterations

c. Spas/Massage

d. Personal Grooming

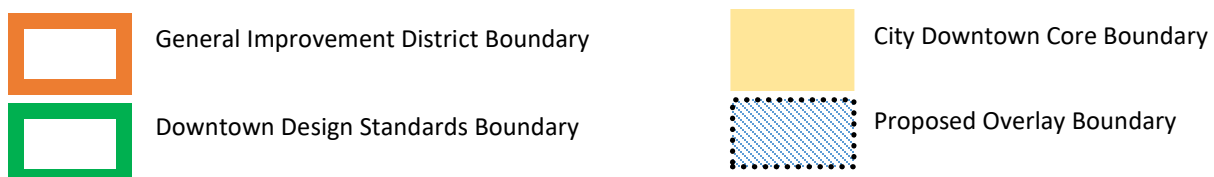
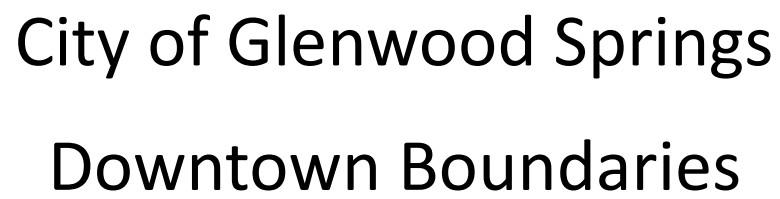
(5) Parking areas. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.

(d) *Standards.* All Dimensional and lot standards shall follow the base zoning district standards.

070.020.18090 Planned Unit Development (PUD) District.

...

070.020.190200 Measurements and Exceptions.



DOWNTOWN OVERLAY ENGAGEMENT SUMMARY

The origination of the Downtown Overlay District is based upon policy recommendations from Planning and Zoning Commission. The purpose for which this District is created is to enhance the pedestrian-oriented business and service character in the central core to support an active, vibrant street life. City Council directed staff to provide additional opportunities for public feedback on an overlay. Staff provided two public meetings on **April 26th from 8:30am-10:30am and 6:00pm-8:00pm**. See the results below.

Key Takeaways

- Majority supported regulating uses, however, did not support regulating the square footage of the ground floor of that use.
- Majority preferred seeing a medium to larger overlay district.
- Majority supported regular building forms to encourage uses in downtown.
- People want to see a walkable downtown with a safe, clean, attractive atmosphere and a distinct sense of place.
- General Support for a diversity of businesses that serve residents and visitors. This included restaurants, retail, and attractions(art classes, etc.)

Attendees wanted to see more of the following in downtown:

- Ped and bike connectivity through trails and alleyway improvements
- Complete streets
- Alley improvements
- Diverse and activated storefronts (retail, attraction, and restaurants)
- Public Gathering spaces
- Parking Management

Attendees wanted to less of the following in downtown:

- Personal services
- Financial institutions
- Residences on the ground floor
- Car Noise

General Concerns:

- Stringent regulation in downtown may cause an increase in vacant storefronts.
- Financial incentives need to be considered as part of regulation.

Downtown Boundaries



Option 1



Option 2



Option 3

Overlay Boundary Preference

Option 1	Option 2	Option 3
28%	33%	39%
(5)	(6)	(7)

Questionnaire Results

Questionnaire Results	Does NOT Support 	Support 
Do you support regulating the type of uses (such as restaurants, clothing stores, coffee shop) on the ground floor?	36% (9)	64% (16)
Would you support a requirement that the ground floor of buildings in the overlay district be required to be 50% retail uses only?	56% (14)	44% (11)
Would you support 75% on the ground floor be retail uses?	61% (14)	39% (9)
Do you support limiting or not allowing vacation rentals (VRBO and Airbnb), Motels, or Hotels on the ground floor?	50% (12)	50% (12)
Do you support regulating building forms? An example is to limit the size of a store or building frontage on the street.	40% (10)	60% (15)
Do you support including the Confluence area in this type of overlay?	46% (11)	54% (13)
Do you support including parts of 6 th Street in this type of overlay?	28% (7)	72% (18)

May 24, 2023 Note from Jillian Sutherland, DDA Executive Director:

This memo was developed over a year ago at the direction of the full DDA Board. Since then, the Board has had three new members. Should timing allow between the 1st and 2nd reading, this can be discussed again at the June 20th DDA Board meeting and a refreshed memo can be provided. The DDA Board has been notified this will be on the agenda at the June 1st meeting.

Memorandum

Date: May 10, 2022

To: Glenwood Springs City Council & Staff

From: Glenwood Springs Downtown Development Authority Board

Subject: Requested Recommendation Regarding Downtown Commercial Overlay District

Recognizing that the City is considering establishing a Downtown Commercial Overlay District, it is the position of the Downtown Development Authority Board at this time that the proposed boundaries shown on the following page are appropriate and beneficial to the downtown. It is the Board's position that an expanded boundary beyond these parameters is unnecessary, and that such restrictions could potentially deter future redevelopment from occurring. Therefore, the DDA Board recommends that the City institute the Commercial Overlay but limit it to the boundaries shown on the following page.

The Board is supportive of the Overlay for the following reasons:

- Retail and other sales tax generating uses, such as lodging, are critical to the continued activation of these core downtown streets.
- Requiring all off-street surface parking behind the rear wall of primary buildings prohibits street frontage from being used for parking and enhances the pedestrian environment.
- Existing buildings are not required to change parking or uses unless demolished and rebuilt.

Absent a deep understanding of future retail demand, the DDA cannot endorse a boundary for the Commercial Overlay District beyond what is depicted on the following page. It is the opinion of the DDA Board that the private market should inform the redevelopment that occurs within the rest of the City's Downtown Core, and feels the existing Downtown Design Standards have been successful in ensuring quality, pedestrian-oriented development appropriate to the character of the downtown.



Map of Proposed Downtown Commercial Overlay District City of Glenwood Springs



Overlay
 District

Disclaimer: The GIS information shown is provided as a public resource for general information purposes only. The representation of locations cannot be substituted for actual legal surveys.



Regular Meeting
DECEMBER 14, 2021

MINUTES
Council Chambers, First Floor
101 W. 8TH STREET
6:00 PM

Attendance Instructions

A. This meeting is being held in person at City Hall as well as on Zoom.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84898276149>

Zoom instructions and also available at <https://cogs.us/129/Agendas-Minutes>

1. Roll Call

Present at roll call were Commissioners:	Carolyn Cipperly, Marco Dehm, Sumner Schachter, George Shaver, Ben West
Absent at roll call were Commissioners:	Amy Connerton Amber Wissing, Joy White, Pete Waller,
Also present were:	Asst. City Manager Jenn Ooton, Asst. Community/Economic Dev. Director Hannah Klausman, Assistant City Attorney Richard Peterson-Cremer

2. Seating of Alternate Commissioner

No Alternates

3. Motion to accept the minutes from the November 16, 2021

Motion to accept minutes is called by Commissioner Cipperly and seconded by Commissioner Shaver. Motion to accept minutes passes unanimously 5-0 (Commissioner Schachter wants his name removed he was absent. Commissioner Shaver was present)

4. Chair Dehm calls for public comments for items not in the agenda.

No comments.

5. Continued Items

A. Consideration of Code Text Amendments to Municipal Code Title 070 including but not exclusive of sections 070.020, Zoning Districts, 070.030 Use Regulations, and 070.040 Development Standards regarding standards for wireless communication facilities, Residential, Nonresidential and Mixed-Use Site and Building Design, and off-street parking and loading.

ii. 070.040.090 Nonresidential Design Standards and Business Overlay District

Asst. Director Hannah Klausman explained this item is part of Planning Item 57-21. Staff has sent out public notice to all property owners within 300 feet of the proposed overlay district to allow the community to consider and comment on the proposal. No public comment had been received by the meeting. Ms. Klausman explained that the proposed amendments include minor edits to design standards as well as the creation of a Business District Overlay Zone that provides standards for the orientation and location of parking lots and standards for percentage of tax generating retail uses on the ground floor. Staff showed an updated map of the proposed overlay zone boundary. Overlay zone standards include 50% of the gross floor area on the first floor shall be uses that generate sales and/or lodging revenues for the city when a nonresidential building is proposed on a vacant lot or after a nonresidential building is demolished. In addition, 100% of off-street surface parking is required to occur behind the rear wall of the primary building.

Questions to Staff:

Why is the overlay area so small? Error correction on 50% ground floor being added to both vacant lot and demolished scenarios.

Staff responded that the overlay area was based on Planning and Zoning Commissions work session focus of the main Grand Avenue and 6th Street areas with consideration given to parking and residential areas on adjacent streets. Correction noted.

Public Comments:

Jon Zalinski, owner of downtown business, question on existing parking lots becoming violations? Concerns on ability to sell building, ability to allow flexibility on where tax generating uses occur. Suggests broader picture for investments in buildings and not pigeon hole businesses to specific configuration. Feels constricting. Suggests expanding the zone to the 7th Street corridor to 8th street Crossing area as well.

Staff clarified the intent of the overlay zone is to activate the downtown area with vibrant uses oriented towards commercial retail activities that draw in pedestrians and downtown visitors.

Motion:

Commissioner Schachter motions to approve the item. Commissioner Cipperly seconds the motion.

Commission Discussion:

Commissioners discussed at length the desired boundary for the overlay district. Commissioners wanted to simplify multiply downtown boundaries and capture a greater area to be forward thinking and less reactionary. Suggestions were reviewed to match the boundary to the GID boundary, the DDA boundary, and the Downtown Design Standards boundary.

Commissioners debated the impacts to residential areas in the overlay area and impact and what would happen to existing parking and considered rewording to apply the parking standards to nonresidential only.

Additional comments included the desire to increase the ground floor area required to be lodging or sales tax generating to 75% instead of 50%. Proposes 75%, more vibrancy.

Director Oton mentions that the Commissioners should give thought to the impact to parking garages and that these standards would make those structures more cost prohibitive and challenging to build.

Commissioners suggested addition of exempting Parking Garages from the overlay standards since it is a Special Use Permit process anyways that requires review. Clarification from staff that a Parking Structure would be categorized as a Nonresidential building.

Motion Withdrawn by Commissioner Schachter, and Commissioner Cipperly seconds withdrawal.

Public comment reopened:

Jon Zalinski. Concern regarding shrinking available developable footprint if parking is required in the back. Think about allowing lodging use on the 2nd floor qualifying as well as ground floor. Explains that the DDA likely has a common goal of vibrancy and proposes the DDA boundary.

Legal suggest exempting the School property known as Vogelaar park from the overlay district. The City has been working on a 6F land exchange for City ownership. Commissioners choose to include the land in the boundary and allow staff to discuss with Council whether to include that property in the boundary at time of Council review.

Motion:

Commissioner Cipperly makes a motion to approve Code Amendments with Commissioner changes including amending the overlay boundary to match the downtown design standards boundary, increasing the ground floor to 75% tax and lodging tax generating uses, and exempting parking structures from the overlay standards. Commissioner Schachter seconded the motion. Motion passes unanimously with a 5-0 vote.

7. Commissioner comments

Commissioner Cipperly is glad that they are moving this ahead as a way to preserve the Glenwood character. Commissioner Shaver asked about transportation data from the previous meeting, Commissioner Schachter is pleased with the commissions processes and to not let an opportunity pass to recommend design standards even if the standard is not required. (Solstice Condos) Commissioner West thinks it is great to have the forward progress and the vision for the City to keep that vision at the forefront. Chair Dehm commended all the commissioners for playing well with others.

8. Director Comments

Jennifer Ooton Community Development Director informs that City Council is having a special meeting On January 27th and would like one member of the P&Z Commission to represent the Commission.

Hannah Klausman, Assistant Director, updated the Council on upcoming applications for January's regular meeting.

9. Meeting Adjourns at 08:10 pm.

Downtown Commercial Overlay District

February 3, 2022 City Council Work Session

Councilor Comment Notes DRAFT (As taken by Staff)

Boundary

- Wants to start smaller and then expand later.
- Not sure the residential areas included in boundary need that amount of retail.
- Maybe look at slightly beyond the grand avenue corridor. Larger area encompassing neighborhoods is too expansive.
- What are the alternatives, what else could we look at? Maybe a middle version, that better aligns with the initial intent of grand avenue corridor.
- Major concern is the boundary. It is appropriate in North Glenwood where they expanded it and appropriate to include the 8th street crossing area, but expanding into the residential neighborhoods is problematic.
- Geographic area is too expansive.
- Don't include residential areas.

Retail Percentage

- Concerned about ground floor percentage.
- Mentioned only the front facing part of the building to be retail.
- Thinks some of the non-retail uses are very viable and we don't want to exclude them.

Access and Parking

- Address cost of curb cuts for parking in rear
- Address access from alley and see what that means.
- Concerned about properties that might not have alley access.
- Concerns about including from the alley behind grand and south of 9th.
- Challenging with alley access increasing, not sure if parking in back outside of the commercial area is appropriate. Alleys are in terrible shape.

Loss of Residential

- This has large impacts for the growth of our community, council is saying housing is so important, and these boundaries seem counterintuitive. Don't want to do anything that would prevent housing units.
- Idea of replacing the existing housing if any if scraped. Probably though when redeveloped it would go taller and include MORE housing than previous. The trend on development right now is

lots and lots of apartment housing. If we are so concerned with residential then we should rezone the meadows to only residential.

- We lost an opportunity in market street to have residential units above, or bank surface parking lot not having three stories above it that was housing.
- We do need housing but it is not either or.
- The DDA lot could develop right now as a three-story condo only. Do we want that?
- Mostly scrape and anything is going to go higher.
- Make sure we are not sacrificing residential, maintaining the units.
- School street to the alley behind grand that is residential and doesn't want to lose residential.
- Concern about including those areas.
- Might have negative impact on housing supply. Want to keep the neighborhood residential.
- Big concern on driving residential out.
- Suggested a requirement to have incentive for height in return for housing units.
- Concern over losing housing, or disallowing commercial to go to residential.
- Buildings going only to residential should be exempt, due to adding housing units.
- Encouraging redevelopment into denser housing and not retail.

Economics

- I see value in some implementation of this, land use and zoning can keep a community economically strong.
- Recognizes that this is a response to ANB going in downtown but cannot think of a downtown area that doesn't have banks. Do we really want to discourage that?
- Downtown has a successful mix of businesses. Trying to "fix" this will have unintended consequences. Would like further review on this matter.

Exemptions

- Public uses should be exempt from this, library, museum. Yoga/massage, should be included and taxed.
- There should be a variance process, perhaps written as overreaching but then including an easy way out of it, or exceptions. Want additional "yeah buts" regarding individual properties to further refine the boundary.

Market Study

- Wants a market study
- Did we take into consideration changes to commercial demand in our downtown core?
- Don't know about doing another study. Retail comes and goes, predicting it is hard to do.

Questions:

- 1. Mixed use, does it qualify as non-residential or not?**
- 2. What constitutes demolition?**

Downtown Overlay District

City Council

June 1, 2023

Hannah Klausman, Economic and Community Development Director



Public Engagement Summary

Takeaways

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Questionnaire Results	Does NOT Support 	Support 
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Public Engagement Summary

Downtown Boundaries



Option 1

28%

(5)



Option 2

33%

Packet Page 219⁽⁶⁾



Option 3

39%

(7)

Overlay District Summary

The Downtown Overlay District was an original proposal from Planning and Zoning Commission. The purpose of the District is to enhance the pedestrian-oriented business and service character in the central core to support an active, vibrant street life. The overlay district would include the following standards in addition to the base layer zoning standards:

1. Ground Floor Uses:

Food and beverage establishments	Retail	Recreation and Entertainment, Indoor	Personal Services
		Escape Room	beauty/barber shops
		Theater	Shoe repair,
		Music Venue	alterations
		Health classes	Spas/Massage
		Art classes	Personal Grooming
		Gallery	
		Museum	

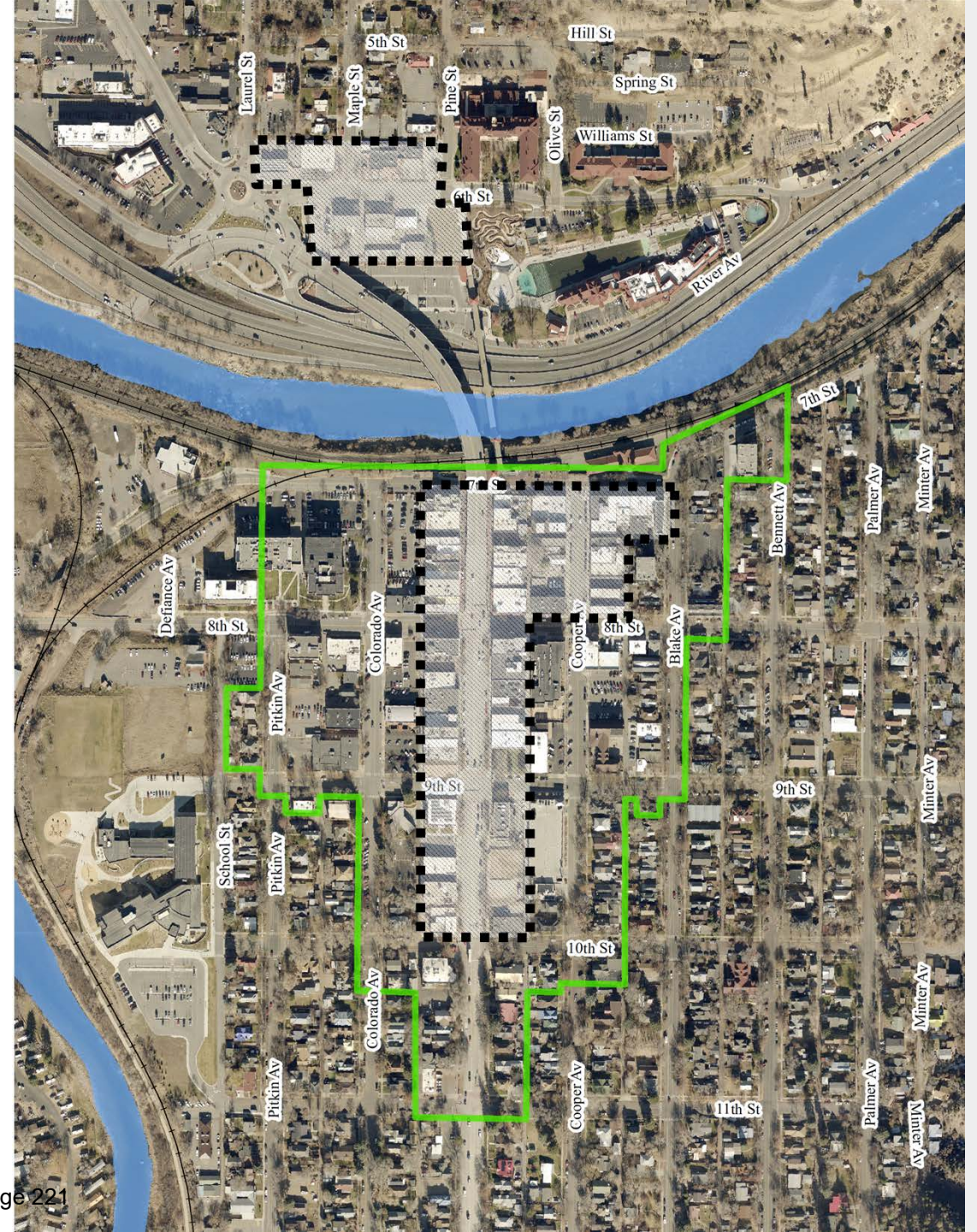
2. Approved uses must be on the ground floor, open to the public, and located on the building frontage with an entrance.
3. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
4. Parking lots and parking structures are non-exempt.
5. If a building includes lodging or residential, the building must incorporate a ground floor retail use with building frontage and an entrance. Retail must be fully open to the public during times of operation.

Downtown Boundary Map

General Improvement
District Boundary



• Proposed Overlay
District Boundary



Issues | Threshold of Applicability

These proposed regulations would be triggered when any of the following occur:

1. Any project including any amount of demolition of an existing structure;
2. An addition or renovation to an existing structure where the total gross floor area of the proposed addition is twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
3. Changes of use within an existing structure of the ground floor.
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The Change of Use threshold would be an aggressive option resulting in quick implementation as businesses turnover. The other criteria above would result in a slower paced change when businesses remodel, or there is a demolition of a building. In order to see the most immediate impact would be to move forward with a change of use threshold. **It is important to note that new businesses do not always apply for a business license prior to signing a lease, which could result in challenging situations.**



Additional Considerations | Building Form

Regulation of width of store frontage and entrance

Allowed



Not allowed



Additional Considerations | Building Form

Regulation of width of store frontage and entrance



Additional Considerations | Sales Tax and % of Ground Floor

Sales/Lodging tax generating Uses 75% Area Uses on First Floor

Retail

Restaurant

Bar

Grocery Store

Vacation Rental

Hotel, Motel, Bed and Breakfast

Gift Shop

Non-generating Uses 25% Area Uses on First Floor

Professional Office

Hot Springs

Massage

Yoga Studio

Property Management Company

Real Estate Office

Museum

Library

Gym

Salon/Hairdresser



Additional Considerations | Incentives

Consider removing current barriers to “downtown vibrancy

- System improvement fees
- Grants to support interior remodeling
- Less rigid and more lucrative sales tax rebate program



Staff Recommendation

(a)*Purpose.* The overlay district is intended to promote downtown vibrancy and pedestrian engagement, with an emphasis on walkability and active ground-floor uses. The DDO district allows for retail, food and beverage establishments, indoor recreation and entertainment, and specific personal and professional services.

(b)*Applicability.*

(1) General.

a. The overlay standards shall apply to:

1. Any project including any amount of demolition of an existing structure;
2. An addition or renovation to an existing structure where the total gross floor area of the proposed addition is twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
3. Changes of use within an existing structure of the ground floor.
4. Development on vacant land.

(2) Exemptions. This section shall not apply to the following:

- a. Parks
- b. Institutions
- c. Lodging or residential uses, the building must incorporate a ground floor retail-only use with building frontage and an entrance. Retail must be fully open to the public during times of operation.



Staff Recommendation

(c) *Uses.* In addition to uses listed in Table 030.1: Table of Allowed Uses for the base zoning, the overlay includes the following list of allowed uses for the ground-floor uses. Approved uses must be on the ground floor, open to the public, and located on the building frontage with an entrance. All other uses allowed within the base zone district would apply to non-ground-floor areas.

(1) Food and beverage establishments

(2) Retail

(3) Recreation and Entertainment, Indoor

- a. Escape Room
- b. Theater
- c. Music Venue
- d. Health classes
- e. Art classes
- f. Gallery
- g. Museum

(4) Personal Services:

- a. beauty/barber shops,
- b. Shoe repair, alterations
- c. Spas/Massage
- d. Personal Grooming

(5) *Parking areas.* 100% of off-street surface parking is required to occur behind the rear wall of the primary building.

(d) *Standards.* All Dimensional and lot standards shall follow the base zoning district standards.





City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Summer Events and Activities

Action Requested: None

Department: City Administration

Presented By: Bryana Starbuck

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Glenwood Springs anticipates a busy summer season with upcoming events and activities. This item is to provide an overview of the schedule and promote awareness of these special events. Staff is available to answer questions for city-hosted events.

The City of Glenwood Springs Parks and Recreation Department also offers a wide range of special events, programs, classes, and activities. These include athletics programs, outdoor recreation, therapeutic recreation, fitness classes, youth programs, volunteer opportunities, swimming, arts classes and workshops. These opportunities are announced on GlenwoodRec.com, Facebook (fb.com/GlenwoodRec), and through the parks and Recreation newsletters. Individuals interested in receiving newsletters can subscribe at bit.ly/cogs-newsletter.

Community Summer Schedule

City-hosted events are marked with asterisks (**). Please note that other community events are happening and may not be on this list.

- **Yard Waste Drop-off
 - Every other Saturday beginning May 20 through September 23, 8 a.m. to 12 p.m. (noon), former rodeo grounds near the airport
 - bit.ly/YardWasteGWS
- **Movies Under the Bridge
 - Thursdays beginning June 8 through July 27, 8-10 p.m., Bethel Plaza
 - bit.ly/COGSmovies
- 2nd Annual Pride Festival
 - Saturday, June 10, 5:30-8:30 p.m., Bethel Plaza
- Strawberry Days
 - June 16-18, Two Rivers Park
 - StrawberryDays.com
- Market on 7th
 - Tuesdays beginning June 20 through September 19, 4-8 p.m., 7th Street between Colorado Avenue and Cooper Avenue
 - www.GlenwoodSpringsDDA.com/market-on-7th/
- **Music Under the Bridge
 - Fridays beginning June 23 through September 22, 4:30-7:30 p.m.
 - bit.ly/MusicUnderTheBridge
- Summer of Music
 - Wednesdays June 28 through August 2, shows begin at 6:30 p.m., Two Rivers Park
 - www.GlenwoodSpringsSummerOfMusic.org
- **Fourth of July Celebration

- Tuesday, July 4, 4:30-9:30 p.m., Two Rivers Park
- bit.ly/COGSJuly4th
- Latino Conservation Week Celebration
 - Saturday, July 22, 3:30-7:30
- **RiverFEST 2023
 - Saturday, August 5, 9 a.m. to 3 p.m., Two Rivers Park
 - bit.ly/RiverFEST23

Financial contributions from the City include:

- Strawberry Days - hosted by the Chamber which received a grant award recommendation of \$5,000 from the Financial Advisory Board, \$5,605 in park use fees from the City and \$10,000 from the City Manager's discretionary line item in the General Fund.
- Market on 7th - put on by the Downtown Development Authority. The Financial Advisory Board recommended a \$3,615 grant award to pay for use of the area under the bridge.
- Pride Festival - estimated cost of \$5,000 from the Special Events line item in the General Fund.
- Summer of Music - Run by its board which received a \$25,000 grant recommendation from the Financial Advisory Board.

Issues:	None
Fiscal Impact:	Detailed above.
Legal Review:	NA
Staff Recommendation:	Let's have a fun summer, everyone!



City Council
STAFF REPORT
City of Glenwood Springs
June 1, 2023

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: