



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JUNE 15, 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@cogs.us.

Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

When: Jun 15, 2023 02:30 PM Mountain Time (US and Canada) Topic: 2023/6/15 Work Session and Regular City Council Meeting

Please click the link below to join the webinar: <https://us02web.zoom.us/j/87598875975?pwd=OFhJa2l6d0w1Mjh1dmQ3YUZ3L2dVQT09>

Passcode: 336531 Or One tap mobile: +17193594580,,87598875975# US +12532050468,,87598875975# US Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +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) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US Webinar ID: 875 9887 5975 International numbers available: <https://us02web.zoom.us/j/87598875975>

WORK SESSION

2:30	1. South Canyon Management Plan Update	Information/Discussion
3:15	2. Work Force Housing Opportunities	Information/Discussion
4:00	3. Stepping Stones	Information/Discussion
4:30	4. Parks and Recreation Commission Joint Work Session	Information/Discussion
5:15	5. Fat, Oil, and Grease (FOG) and Sand Oil Separator Code Changes and Sand Oil Separator Inspection Form and Policies	Information/Discussion

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. Minutes from June 1, 2023	
	B. Award Request for Qualification 2023-24Q Modular Office Building	
	C. Award Request for Proposal (RFP) 2023-27P Community Center Roof	
	D. Downtown Development Authority Board (DDA) Appointment	
	E. Ordinance 2023-05; Code Changes for Waste Hauling. Second Reading	
	F. 1205 Riverside Drive Acquisition	

ACTIONS AND/OR PRESENTATIONS

11.	27th Street Underpass Update	Discussion and/or Action
12.	State Proposition 123 Commitment Requirements	Discussion and/or Action

- 13. Ordinance 2023-10; Code Amendments to Title 070 including Sections 070.040.080, 070.040.090 related to site and building design Discussion and/or Action
- 14. Ordinance 2023-09; Downtown Design Overlay Discussion and/or Action
- 15. Short Term Rental License Fee Review Discussion and/or Action
- 16. Council Comments
- 17. Report from City Administration
 - A. City Manager
 - B. City Attorney
 - C. Correspondence Incoming/Outgoing

18. Executive Session

An executive session pursuant to Colorado Revised Statute 24-6-402(4)(b),(f)(I) regarding personnel matters which no employee has requested be in an open meeting; more specifically, the City Manager's Performance Objectives.

19. Adjournment



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item:	South Canyon Management Plan Update
Action Requested:	Council input on the process to ensure the long-term success of the project.
Department:	Parks & Recreation
Presented By:	Dan Roper, Rod Tarullo
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life
Background Info:	Project consultant, Design Workshop, will provide an update on the status of the South Canyon Management Plan including the planning process, project team approach, and answer Council's questions.

Discussion Overview

- Need for the Plan
- Approach + Overview of the Plan
- Answering Technical Questions
 - 2021 Community Survey
 - Summary of Key Findings
- Elements of the Plan
 - Topics the Plan will Address
 - Aspirational Statements
 - Goals
 - * Plan Strategies (Future Council Update)

Purpose of the Project

To create a plan that informs new management and recreation practices with understanding of the area's natural and cultural assets and the risks and benefits of developing new recreational opportunities.

- Updates to existing recreational amenities.
- Enhance public access and enjoyment.
- Identify approaches compatible with surrounding historical, residential, landfill and wildlife environments.
- Synthesize and build upon past inventory and analysis of historical and biological resources in South Canyon.

Opportunities and Challenges to Address

- Illegal camping / dumping
- Balancing land uses
 - Adjacent Neighborhood
 - Recreation (mountain biking/hiking, gun range, archery range, hot springs)
 - Historical Points of Interest
- Protecting Ecological Systems
- Potential wildfire hazards

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Work Force Housing Opportunities

Action Requested:

Department: City Administration

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Stepping Stones

Action Requested: NA

Department: City Administration

Presented By: Beverli Marshall

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: City Council requested that a representative from Stepping Stones come to a work session to discuss their work within the community.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



Stepping Stones

of the Roaring Fork Valley

WHAT WE DO

Stepping Stones is a community-based youth mentoring program that operates drop-in centers for young people ages 10 to 24 in the Roaring Fork Valley



2014

- Opened first drop-in center (ages 14-21)
- Safe, welcoming space for teens of varying backgrounds
- 150 youth served

2017

- Opened Youth center (ages 10-14)
- Mentoring & prevention
- 279 youth served
- 5 total staff

2020

- 70% of our families lost work
- \$150,000+ in emergency family assistance
- May-October: distance learning support
- 231 youth served

2021

- Capital Campaign (\$720k raised); remodel
- New partnership with RFSD
- Crisis response & case management
- 10 total staff





OUR GROWTH

Increase in youth served from 2020 to 2022

231

2020

301

2021

366

2022



MENTORING

- High continuity of care
- Low staff to mentee ratios - 1:15
- Organic relationships
- Daily in-schools and drop-in center time
- Drop-in vs. mentored youth
- Youth with strong mentoring relationships have:
 - reduced risk of substance use
 - improved mental health outcomes
 - higher educational achievement
 - better physical health (CDPHE 2017)

SAFE SPACE

- Drop-in centers are open 5 days a week, year round
- Open extended hours on holidays and when school is not in session
- Safe physical and emotional environment for youth
- 7,500 ft.² campus
- Amenities include: two community kitchens, music studio, recreational rooms, art studio, lounge space, counseling room, basketball court, wellness center



CASE MANAGEMENT & CRISIS RESPONSE

- Staff are trained to respond to crisis
- We support youth & families through homelessness, mental health crisis, financial struggles, addiction, food security, etc.
- Collaborate with community partners: RFSD, Aspen Hope Center, Family Resource Center, CPD
- \$25k in emergency assistance/scholarships distributed annually



BASIC NEEDS

- Provide meals and snacks to youth daily
- Distribute food to families from our food pantry
- Access to showers, laundry, and toiletries
- Provide bus passes and grocery cards to youth and families



EDUCATIONAL SUPPORT

- Advocacy in local schools to help youth stay engaged
- Staff mentors work with mentees to set academic goals
- Staff facilitate support groups in school LGBTQ+, addiction, GSA's, newcomers
- Academic tutoring offered after school at drop-in centers
- Contract with RFSD for monthly collaborative case management with counselors & school administrators



SKILL DEVELOPMENT

- Focused on developing employment, education, community engagement, resiliency and social/emotional skills
- Youth set self-identified goals
- Staff teach basic life skills: financial literacy, time management, laundry, cooking, house maintenance, etc.

EXPERIENTIAL LEARNING

- Experiential learning and off-site activities offered monthly
- Yoga, paddleboarding, skiing, arts and crafts, community service, trail maintenance, rock climbing, movies, bowling, etc.
- Two 15 passenger vans to transport youth to activities



OUR PHILOSOPHIES & VALUES

- Strong, long term mentoring relationships are the key to empowering youth
- Responsive not prescriptive
- Voice and choice
- Access for All
- Brick and Mortar
- Direct service
- Highly-trained mentoring staff



OUR IMPACT 2022

6,570 visits to drop-in centers from **366** youth

98% of our participants report having a trusted adult to whom they could go with a problem

(30% higher than peers | HKCS 2021)

95% of mentored youth involved for more than 1 year

97% age eligible youth found employment

45 youth connected to therapy/counseling

100% reported culturally responsive environment



OUR IMPACT 2022

Youth accomplished **295** self-identified goals in areas of academics, employment, mental health, social emotional skills

349 referrals to partner agencies and extra-curriculars

6x a week staff in schools to facilitate groups, mentor youth, meet with school staff

119 experiential learning opportunities with **756** youth attendance

200+ lbs. of food distributed weekly

4 free classes for parents weekly at wellness center
Yoga, HIT fitness, Zumba

IT STARTS WITH A CONVERSATION

1,903 One-on-One Mentoring Sessions

452
Mental Health Sessions
Addressing mental health challenges, connecting youth to therapeutic supports

160
Job Readiness Sessions
Job readiness skills and coaching, direct connections to employment, resume building

761
Academic/Education Sessions
Tutoring, academic goal setting, capstone mentoring, in-school advocacy

327
Family Engagement Sessions
Case management, connection to community resources, family advocacy

487
Crisis Response, Basic Needs, Financial Assistance
Emergency financial assistance, mental health crisis, homelessness, neglect, domestic violence



DEMOGRAPHICS 2022

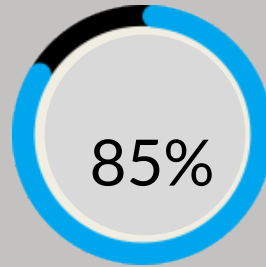
RACE & ETHNICITY

Latinx | 74%

White | 20%

Multiracial | 4%

African American/Black | 2%



live in
Carbondale

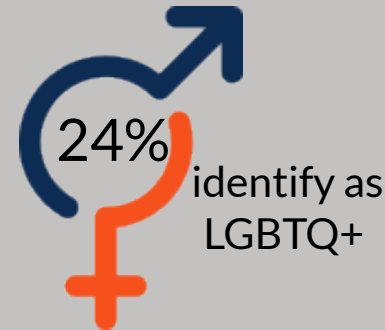


7 OUT OF 10

qualify for free and
reduced lunch



366
TOTAL
YOUTH



young adult
mentees
experienced homelessness



PRIMARY HOME LANGUAGE

70%
SPANISH

30%
ENGLISH

AVERAGE
AGE

15

10

AGE RANGE

24

2

PEER MENTORS
paid high-school-aged staff
mentoring youth ages 10-14

YOUTH SNAPSHOT 2022

NOEL AGE 15

MONTHLY ENGAGEMENT

Average 8 drop-in visits (103 annually)

46 contact hours with mentors

4 one-on-one mentoring sessions

EXPERIENTIAL LEARNING

skiing, fishing, bowling, swimming, rafting

LINKAGES

White House Pizza | Part-time employment

HS Athletics | Soccer

Family Resource Center | Therapy for parent

Financial Assistance | Rent, groceries, youth therapy

ACHIEVED SELF-IDENTIFIED GOALS

8 goals achieved, including:

- ✓ Improve grades
- ✓ Participate in youth advisory board
- ✓ Obtain employment
- ✓ Begin therapy



STEPPING STONES IN GLENWOOD

Expansion In Phases

PHASE 1

- Pilot one program (Youth 10-14 or Young Adult 15 -24)
- 3 Key staff
- Capital purchases - passenger van, furnishings, computers etc.
- Rental property 3,000-5,000 sq ft
- Majority of programs and services

PHASE 2

- Both programs operational
- Full services available ie (emergency assistance & clinical staff)
- Additional capital purchases
- Full staff of 7

EXPANSION BUDGET

PHASE 1

\$354,000

PHASE 2

\$626,000

Total Operational Budget

\$1,318,000



STRATEGIC PLANNING

- Stepping Stones received \$75,000 grant for strategic planning from Colorado Health Foundation
- Year 1 of 3 year grant
- Staff, board, youth and families working with non-profit consultants to plan for possible future expansion



STEPPING STONES SUPPORTERS

Aspen Community Foundation

Colorado Health Foundation

Town of Carbondale - Tobacco Tax

Daniels Fund

El Pomar

J. Robert Young Foundation

Stranahan Foundation

Caring For Colorado

State of Colorado - TGYS

Garfield County Commissioners

Stone Foundation

KNU for Kids

CHALLENGES TO EXPANSION

- Hiring staff
- Finding affordable property for youth drop-in centers
- Fundraising
- Scaling services to meet the needs of a larger community

WHERE TO START

- Assessing local needs and data
- Finding property
- Introductions with key stakeholders
- Capital campaign to raise funds



"I can be completely myself at Stepping Stones. Stepping Stones have also supported me through some very challenging mental health struggles I have faced. I know that they are kind and supportive people which makes reaching out for help feel safe... I am a transgender person and all the staff has been wonderful at using my preferred name and pronouns. It really makes me feel seen and like I don't have to hide that part of myself."

-PARTICIPANT & PEER MENTOR
SHARED AT A LOCAL COMMUNITY ORGANIZING
CONVENING FOCUSED ON YOUTH MENTAL HEALTH
SUPPORTS



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Parks and Recreation Commission Joint Work Session

Action Requested:

Department: Parks & Recreation

Presented By: Rod Tarullo

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

Background Info: Yearly joint work session between City Council and the Parks and Recreation Commission

2023 Parks and Rec Commission Action Items
Points Discussion with City Council

Advocate for Needs Assessment. The reasons why we see this as crucial:

- Investigate whether our current recreational amenities are meeting our communities needs.
- Investigate who is utilizing the Community Center, trails, parklands, and open space and who is patronizing our activities and events.
- Identify the funding/resource that are needed for current services and future plans.
- Identify current and future department needs.
- Investigate affordable housing options for City Staff.

Parks and Recreation Master Plan: The commission recommends the Park & Recreation Master Plan be updated. The last update was in 2016 and the commission acknowledges this update is overdue.

Water Use/Restrictions. The Commission has identified water is a major issue in Colorado and believes the

City can acknowledge this issue with the following idea:

- Lead by example by implementing sustainable practices within the City.
- Identify areas where turf could be reduction/replacement with less water dependent options.
- Develop passive educational opportunities and/or demonstration gardens.
- Work with City Staff to promote water conservation and education efforts.

South Canyon Master Plan: The Commission worked to advocate for this Master Plan in 2021 and 2022

and would like to continue to participate in the planning process and provide consultants with comment on deliverables prior to finalizing for Council and the public.

Development of North Landing: The Commission continues to participate in the planning process and provide consultants with comments on deliverables prior to finalizing for Council and the public.

Trail etiquette. Create a program and/or campaign for trail etiquette.

Dog Parks: Evaluate the need for future dog parks and/or the revamp of existing dog parks.

Increase river access points and river recreational amenities:
Partner with RFOV to improve river access points at Lone Pine.

Partner with River Commission to do plantings in the area and participate in river float to visit access points.

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item:	Fat, Oil, and Grease (FOG) and Sand Oil Separator Code Changes and Sand Oil Separator Inspection Form and Policies
Action Requested:	Discussion of adding FOG and Sand Oil Separator Enforcement Language to the Municipal Code.
Department:	Public Works
Presented By:	Matthew Langhorst, Mike Hoffman
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life
Background Info:	The City of Glenwood Springs wastewater department created a Fats, Oils and Grease (FOG) policy and reporting/compliance form in 2020 under resolution 2020-22 that gave direction to businesses on how to handle their FOG materials and what the city's expectations for reporting were for these items. That work has gone well, but without an enforcement section to go with it some businesses do not feel they need to follow the guidance and reporting language. What is being presented today are two items; (1) the addition of a Sand Oil Separator guidance and reporting/compliance form to the code and (2) enforcement language for all of code section "080.030.030 Waste Discharge Regulations" where these items exist. Code changes include updating the definition of FOG, adding a Best Management Practices (BMP) for FOG, adding a Best Management Practices (BMP) for Sand Oil Separators, and adding a penalty schedule for violations of the 080.030.030 code. One text change that is being found throughout this section is changing the person responsible for this section from City Manager to City Representative. Staff will go over the attachments with council to discuss each section, but the recommendations for acceptable discharge (item b in the attachment) were all pulled from best practices and will help the wastewater plant with new business discharges from locations such as breweries, spas, etc. that tend to have higher Biochemical Oxygen Demand (BOD) rates than most.
Issues:	None at this time.
Fiscal Impact:	The city already has a code enforcement employee working for the water/wastewater department who can absorb the enforcement of these regulations.
Legal Review:	Legal will review final language prior to it coming back to council as an ordinance.
Staff Recommendation:	Staff is recommending the code changes be brought to City Council as an ordinance.

Definitions: This would this go under 080.010.010 – Definitions

Fats, oil and grease (animal/vegetable) (FOG): *Is equivalent to the nonpetroleum organic polar fraction of hexane extractable material (HEM, polar material) derived from animal or plant sources such as fats, non-hydrocarbons, fatty acids, soaps, waxes, and oils that contain multiple carbon chain triglyceride molecules using methods approved in 40 CFR Part 136 as amended.*

Best Management Practices (BMP): *The purpose of kitchen BMPs is to minimize the discharge of FOG and other prohibited materials into the interceptor and the sanitary sewer system.*

(a) *Storage of wastewater lines prohibited.* It shall be unlawful for any person to place or cause to be placed any solids or insoluble matter of any kind or nature whatsoever within any wastewater line belonging to the City or any part thereof or within any connection thereto.

(b) *Discharge of nonacceptable wastes into the wastewater system prohibited.* The discharge of nonacceptable wastes into the City wastewater system, whether directly or indirectly, is prohibited; and, where investigation reveals the presence in the system of nonacceptable wastes emanating from any lot, land, building or premises, the owner, lessor, renter or occupant of such lot, land, building or premises shall be required at his/her own expense to treat, neutralize or in other ways prepare the noxious substance therein to the satisfaction of the City Representative or Director of Public Works in order to convert the same into acceptable wastes. Nonacceptable wastes are herein defined as follows:

- (1) Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit;
- (2) Any water or waste having a five-day Biochemical Oxygen Demand which may contain more than one thousand (500) parts per million by weight as averaged during any twelve-hour period,
- (3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
- (4) Any solid waste.
- (5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure, grit, brick, cement, onyx, carbide or any other solid or viscous substance capable of obstruction of the flow of the wastewater lines or other interference with the proper operation of the wastewater system;
- (6) Any water or waste having a pH lower than five and one-half (6.5) or higher than nine (9), or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the wastewater system;
- (7) Any water or waste containing a toxic or poisonous substance in sufficient quantities to injure or interfere with the biological wastewater treatment process, instituting a hazard to humans or animals or creating any hazard in the receiving water at the City's wastewater treatment facility;
- (8) Any water or waste containing Total Suspended Solids(TSS) of such character or quantity that unusual attention or expense is required to handle such materials at the City's wastewater treatment facility;
- (9) Any noxious or malodorous gas or substance capable of creating a public nuisance

(10) Any surface or ground water; or

(11) Any toxic or poisonous pollutant which causes an increase in the cost of operation and maintenance for treating and managing the sludge at the City's wastewater treatment system, or damage to any other part of the treatment collection, lifting or processing facilities. Upon violation of this paragraph, in addition to all other remedies of the City, the City shall require the violator to pay the incremental fines as noted in Section (f). In the event the above-described nonacceptable wastes cannot be treated, neutralized or in other ways prepared to the satisfaction of the City Representative, the City Representative may order the building discharging such nonacceptable wastes disconnected from the City's wastewater system until such wastes can be eliminated, treated, neutralized or in other ways prepared to the satisfaction of the City Representative.

(c) *Use of grease traps, sand oil separators, or other appurtenances* shall be provided when, in the opinion of the City Representative, they are necessary for the proper handling of any liquid waste containing grease in excessive amounts or any flammable waste, sand or other harmful ingredients. All traps shall be of a type and capacity approved by the City Representative and shall be located as to be readily and easily accessible for cleaning and inspection.

(d) *Control manhole required.* When required by the City Representative, the owner of any property served by a building wastewater line carrying industrial waste or nonacceptable waste, as defined in this section, shall install a suitable control manhole in the building wastewater line to facilitate observation and sampling of the waste by the City. Such manholes, when required, shall be accessible and safely located and shall be constructed in accordance with the plans approved by the City Representative. The manholes shall be installed and maintained by the owner at his/her expense.

(Code 1962 § 11.21; Code 1971 §§ 22-51, 22-57—22-59)

(e) *Best management practices (BMP). Fats, oils and grease (FOG).*

(1) *Kitchen BMP; The purpose of kitchen BMPs is to minimize the discharge of FOG and other prohibited materials into the interceptor and the sanitary sewer system. The following BMPs shall be implemented by applicable facilities:*

a. *Installation of drain screens. Drain screens shall be installed on all entryways to drainage pipes in food preparation areas. This includes kitchen sinks, floor drains and mop sinks. Drain screens shall be cleaned as needed.*

(2) *Segregation and collection of waste cooking oil and grease. All waste cooking oil and grease shall be collected, segregated and stored properly in waste grease bins (WGB) or similar devices.*

a. *WGBs shall be maintained and secured to ensure that they do not leak or be turned over and are weather-tight.*

b. *WGBs shall have a cover or lid which is to remain in place at all times when the WGB is not being used.*

c. *WGBs shall be located in an area that is clean and easily accessible.*

d. *WGBs shall be pumped before they are 90% full by a licensed waste hauler or an approved recycler to dispose of waste cooking oil.*

e. *WGB waste hauling manifests shall be retained onsite for three (1) year.*

(3) *Disposal of food waste. Food waste shall be disposed of directly into a solid waste container or compost bin and not in the drain.*

(4) Kitchen signage: Signs shall be posted above all sinks prohibiting the discharge of FOG and food waste in violation of this Policy down the drains.

(5) Employee training. Employee training shall be provided as part of the normal orientation process and annually thereafter.

(6) Records must be kept at the facility for up to one (1) year and available for review upon request by the City.

(7) Interceptor repairs must be completed within fifteen (15) business days.

(8)

f) Recommended Best Management Practices (BMPs) for sand oil separators to reduce pumping frequency.

- Don't wash spills into the sand oil separator. Instead, use dry clean-up methods.
- Wash vehicles and engines less often.
- Filter solids out of the sand oil separator using grates and screens over floor drains.
- Use reusable absorbent pads that absorb only floating oil and grease. Once saturated, squeeze the oil into your used oil drum.
- The use of any product that facilitates the bypass of the separator to the wastewater mainline is strictly prohibited.
- Post signage near floor drains to remind employees to follow BMP's.
- Chemicals should not be stored or used near the sand/oil separator's floor drains.
- Contain leaks or spills if it can be done so safely.
- Report any significant spill into the sanitary sewer to the City of Glenwood Springs Water/Wastewater Department immediately. Spills or leaks shall be cleaned-up immediately;
- Records, receipts, and/or manifests of interceptor maintenance not available for review upon inspection must be provided to the City within five (5) business days;
- Interceptor pumping must be completed within ten (10) business days;
- Missing drain screens must be replaced within ten (10) business days;
- Missing signage must be replaced within ten (10) business days;
- Violations involving improper employee BMP adherence shall require retraining of the employee with documentation of such training to be provided to the City within ten (10) business days; and

(g) Penalty schedule for Section 080.030.030 violations. It shall be unlawful for any person to place or cause to be placed any solids or insoluble matter of any kind or nature whatsoever within any wastewater line belonging to the City or any part thereof or within any connection thereto. A person violating this section shall be subject to the Penalty Assessment fines outlined below. Penalty Assessment fines shall be determined within a one-year period measured from the date of any prior violation of this section. Any violation may also result in discontinuation of service.

(1) First offense: Verbal or written notice to comply with violation by the following deadlines. Corrective deadlines for violations are as follows:

(2) Second offense: Two Hundred and fifty dollar (\$250.00) fine.

(3) Third offense: Five hundred dollar (\$500.00) fine.

(4) Subsequent offense: The Municipal Court may impose such fines and penalties as it is authorized pursuant to Municipal Code [Section 010.020.080](#).

Sand/Oil Separator Policy and Guidance

Sand/oil Separators are below ground tanks designed to capture dirt, sand, sweepings, minor petroleum spills, etc. from vehicle maintenance facilities to keep these substances out of the wastewater system. The separator treats these wastes by allowing substances lighter than water (such as oil) to float and substances heavier than water (such as sand) to sink.

Only the gray water between these two zones should flow to the wastewater system.

Why is maintenance needed?

If the sand/oil separators are not pumped frequently enough, the heavier dirt, sand, sweepings (sludge) and/or the lighter oil and grease will occupy too much space in the tank and be siphoned through the outlet pipe to the wastewater system. If the separator is not maintained properly, waste can also cause a blockage and/or odor problems and public health issues.

What are your responsibilities?

Inspect and log your sand/oil separator inspections monthly to assure that it is pumped as needed to keep prohibited waste out of the City's wastewater system. Refer to City of Glenwood Springs Municipal Code 080.030.030 for a list of prohibited discharges.

Immediately following pumping, make sure the "tee" on the outlet pipe of the sand/oil separator is present, is properly secured to the wall, to make sure the tank is not being bypassed. The primary purpose of the "tee" is to trap floating materials and keep them from exiting the tank.

Sand/oil separator maintenance records must be kept on site for at least three (3) years and shall be available upon request.

All cleanout of sand/oil separators must be performed by a contracted company. This company must be a reliable and trustworthy hauler authorized to pump out sand/oil separators and permitted to properly dispose of the waste.

The contracted company will be responsible for the collection and analysis of oily liquid from the separator. Typically, this involves using on-site qualitative procedures, and when those indicate that the tested materials may be classified as hazardous waste, a verification sample will be collected, and a verification test shall be performed by an accredited laboratory. Avoid using any chemicals that have hazardous characteristics.

When should the sand/oil separator be pumped?

Sand/oil separators are required to be pumped frequently (at least every 4 months unless a different pumping frequency has been allowed by the City of Glenwood Springs Inspector) to prevent the discharge of waste materials into the sanitary sewer system.

The separator must be cleaned when the total accumulation of surface oil and settled solids reaches twenty-five percent (25%) of the sand-oil separator's overall liquid depth. The chart below provides you with different vertical distances from the bottom of the outlet "tee" (same as water level) to the floor of the sand/oil separator. If the bottom of your outlet "tee" is 24 inches from the floor of the interceptor, then the bottom sludge layer or the floating

materials layer shall not occupy a depth within six (6) inches from the bottom of the “tee”.

**Sand/Oil Separator
Maintenance Chart**

Water Level (inches)	24	36	42	48	54	60	66	72	inches
Max capacity (top & bottom) 25% (inches)	6	9	10.5	12	13.5	15	16.5	18	inches

*The amount of waste in the sand/oil interceptor can be determined by using a tape measure or long rod.

Remember: It could cost you more money in the long run to wait until the last minute to have your sand/oil separator pumped. Pumping it regularly to avoid potential damage to your system, facilities, or the local utilities wastewater collection system.

Recommended Best Management Practices (BMPs) to reduce pumping frequency.

- Don't wash spills into the sand/oil separator. Instead, use dry clean-up methods.
- Wash vehicles and engines less often.
- Filter solids out of the sand/oil separator using grates and screens over floor drains.
- Use reusable absorbent pads that absorb only floating oil and grease. Once saturated, squeeze the oil into your used oil drum.
- The use of any product that facilitates the bypass of the separator to the wastewater mainline is strictly prohibited.
- Post signage near floor drains to remind employees to follow BMP's.
- Chemicals should not be stored or used near the sand/oil separator's floor drains.
- Contain leaks or spills if it can be done so safely.
- Report any significant spill into the sanitary sewer to the City of Glenwood Springs Water/Wastewater Department immediately.

Inspection Program

The City of Glenwood Springs will inspect the initial installation of a sand oil separator and perform regular inspections, thereafter. New sand oil separators will be inspected 3 months after installation and every 6 months, thereafter. Should a facility have a history of non-compliance, more frequent observations will be performed. The City of Glenwood Springs will review maintenance records at the time of inspection, which are required to be stored on-site and available for review as noted above.

Owner Recordkeeping and Submittal Requirements

- Pumping intervals shall be adjusted, as necessary such that the sand oil separator has no more than 25% solids/grease at any one time.
- Maintain records on-site (not at corporate headquarters, etc.) of all maintenance and hauling activities for a minimum of three years.
- All sand oil separators and associated plumbing shall be installed by a licensed plumber or contractor.
- Maintenance records shall be submitted within 10 days after each service.
- Records shall be submitted to Lynne Springer Neighborhood Services Specialist, lynne.springer@cogs.us and Mike Hoffman Field Operations Superintendent, mike.hoffman@cogs.us

Policy Enforcement

- Owners that receive a failing inspection will be provided a copy of the inspection report. The inspection report will include instructions and a deadline for correcting the deficiency.
- Violations will be subject to City code 080.030.030(g).

MAINTENANCE LOG FOR SAND/OIL SEPERATOR

PLEASE WRITE CLEARLY

BUSINESS NAME _____ ADDRESS _____

LOCATION OF
TRAP/INTERCEPTOR _____

(For example: In parking lot on northwest side of building)

DATE OF CLEANING OR INSPECTION?	NAME OF PERSON OR COMPANY WHO INSPECTED OR CLEANED UNIT?	APPROXIMATE GALLONS OF OIL & DEBRIS REMOVED? (IF CLEANED)	HOW WAS THE WASTE DISPOSED? (IF CLEANED)

MAKE ADDITIONAL COPIES AS NECESSARY

CERTIFICATION: I certify under penalty of law that the above information is true and accurate and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information including the possibility of fine and/or imprisonment for knowing violations.

Signature of Authorized Representative

Title

Date

CERTIFICATION OF INSPECTION: I certify under penalty of law that the above indicated sand/oil trap/interceptor has been inspected on the above indicated date(s). The sand/oil trap/interceptor contains oil & debris which occupy less than 25% of the holding capacity of the trap/interceptor.

Signature of Authorized Representative

Title

Date

Date of last cleaning

Approx. inches of oil & debris



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Minutes from June 1, 2023

Action Requested: June 1, 2023 City Council Minutes

Department: City Administration

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING

JUNE 1, 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 6. :05 Roll Call

Present: Mayor Wussow, Mayor Pro-Tem Dehm, Councilor Schachter, Councilor Kaup, Councilor Weimer, Councilor Zalinski, and Councilor Godes. Also present were; Beverli Marshall, City Manager; Joseph Deras, Chief of Police; Steve Boyd, Chief Operating Officer; Ryan Muse, City Clerk; Yvette Gustad, Finance Director; Matt Langhorst, Director of Public Works; Hannah Klausman, Director of Economic and Community Development; Karl Hanlon, City Attorney; Bryana Starbuck, Public Information Officer; and Sara Weigel, Executive Administrative Assistant.

Item 7. :06 Agenda changes and conflicts

Councilor Kaup requested to move item D. Award Request for Qualification 2023-24Q Modular Office Building. The item will be removed from today and moved to a future meeting.

Item 8. :07 Council Announcements

Comments were made by Councilor Godes.

Item 9. :08 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

None.

Item 10. :08 Consent Agenda

:08 Councilor Kaup moved, seconded by Councilor Godes, to approve the Consent Agenda minus item D. Award Request for Qualification 2023-24Q Modular Office Building.

Motion passed unanimously.

Item 11. :09 Financial Advisory Board Grant Awards

Steve Boyd, Chief Operating Officer (COO) presented.

:10 Councilor Zalinski moved, seconded by Councilor Kaup, to approve the Grant proposed by the FAB.

Comments were made by Councilor Godes, Councilor Kaup, Councilor Schachter, and Councilor Weimer.

:16 Councilor Zalinski amended motion, seconded by Councilor Kaup, to approve Great Expectation's full ask of \$8,780.

Comments were made by Councilor Godes, Mayor Wussow, and COO, Steve Boyd.

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

Nays: Godes

Motion Passes 6-1

Item 12. :18 Online Utility Billing Rollout

Yvette Gustad, Finance Director presented.

Comments were made by Mayor Pro-Tem Dehm, Finance Director Yvette Gustad, Councilor Schachter, Councilor Kaup, Councilor Zalinski, Councilor Weimer, and Mayor Wussow.

Item 13. :25 Ordinance 2023-09; Downtown Design Overlay

Hannah Klausman, Director of Economic and Community Development and Danielle Campbell, Economic Development Specialist presented.

Comments were made by Councilor Schachter, Economic Development Specialist Danielle Campbell, Mayor Pro-Tem Dehm, Councilor Godes, Mayor Wussow, Director of Economic and Community Development Hannah Klausman, Councilor Zalinski, Councilor Kaup, City Manager Beverli Marshall, and City Attorney Karl Hanlon.

1:05 Mayor Wussow opened the item for public comment.

Public comment was made.

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

Item 14. 1:12 Summer Events and Activities

Bryana Starbuck, Public Information Officer presented.

Comments were made by Councilor Schachter and Public Information Officer Bryana Starbuck.

Item 15. 1:17 Council Comments

Comments were made by Councilor Godes and Councilor Schachter.

Comments were made by Councilor Zalinski, Public Information Officer Bryana Starbuck, and City Manager Beverli Marshall.

Comments were made by Mayor Pro-Tem Dehm.

1:22 Mayor Pro-Tem Dehm moved, seconded by Councilor Kaup, to charge the River Commission with the River Corridor Master Plan task.

Motion passed unanimously.

Comments were made by Mayor Wussow.

Comments were made by Councilor Weimer, City Manager Beverli Marshall, and Councilor Kaup.

Comments were made by Councilor Kaup, City Manager Beverli Marshall, Mayor Wussow, City Attorney Karl Hanlon, Councilor Godes, Councilor Schachter.

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

Item 16. 1:50 Report from City Administration

Comments were made by City Attorney Karl Hanlon and City Clerk Ryan Muse.

Item 17. 1:52 Executive Session: An executive session pursuant to Colorado Revised Statute 24-6-402(4)(b),(d),(e) and (f),(l) 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.

1:52 Mayor Pro-Tem Dehm moved, seconded by Councilor Weimer, to go into an executive session pursuant to Colorado Revised Statute 24-6-402(4)(b), (d), (e) and (f),(l) 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.

Motion passed unanimously.

Item 18. 1:52 Adjournment

Mayor Pro-Tem Dehm moved, seconded by Councilor Weimer, to adjourn after the Executive Session.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 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 operators 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 new building expenses in 2023 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, and staff would like to award the project to the low bidder American Portable Buildings for \$181,482. Staff has decided to accepted two proposal upgrades, changing the roof to a gray colored EPDM surface and bump the roof insulation from R-38 to R-49 for an additional \$3,226, putting the total award at \$184,708.
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 \$184,708 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:

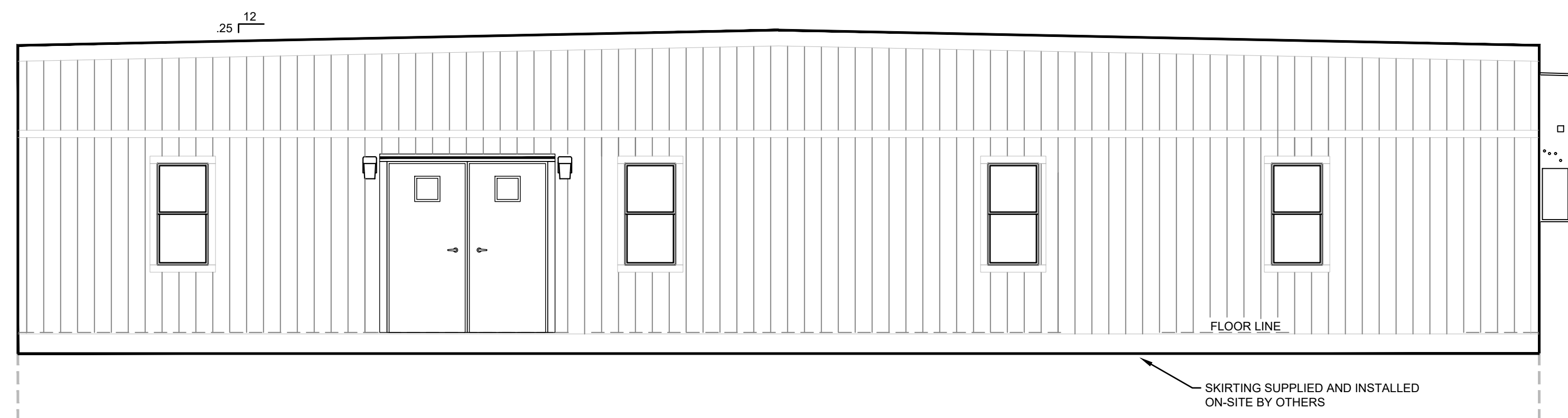
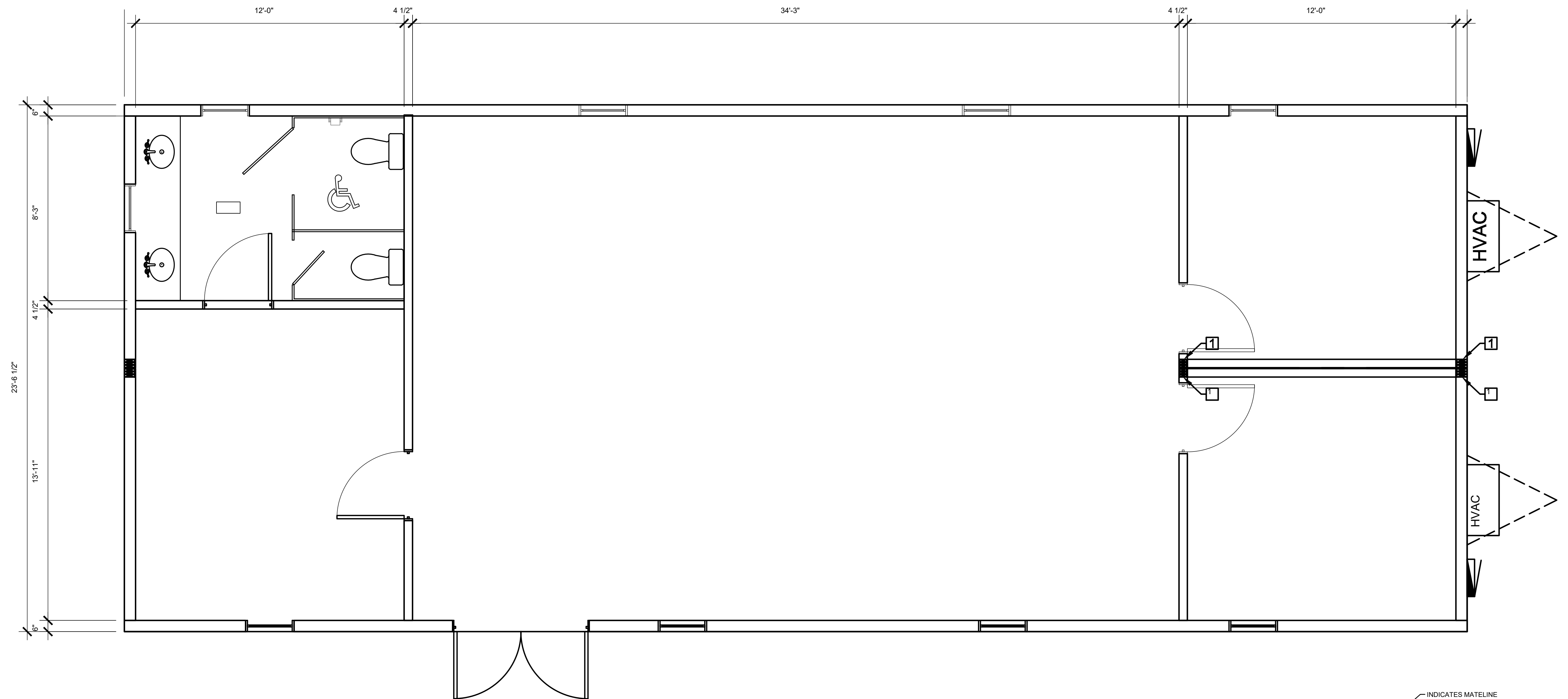
970-384-6406

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.

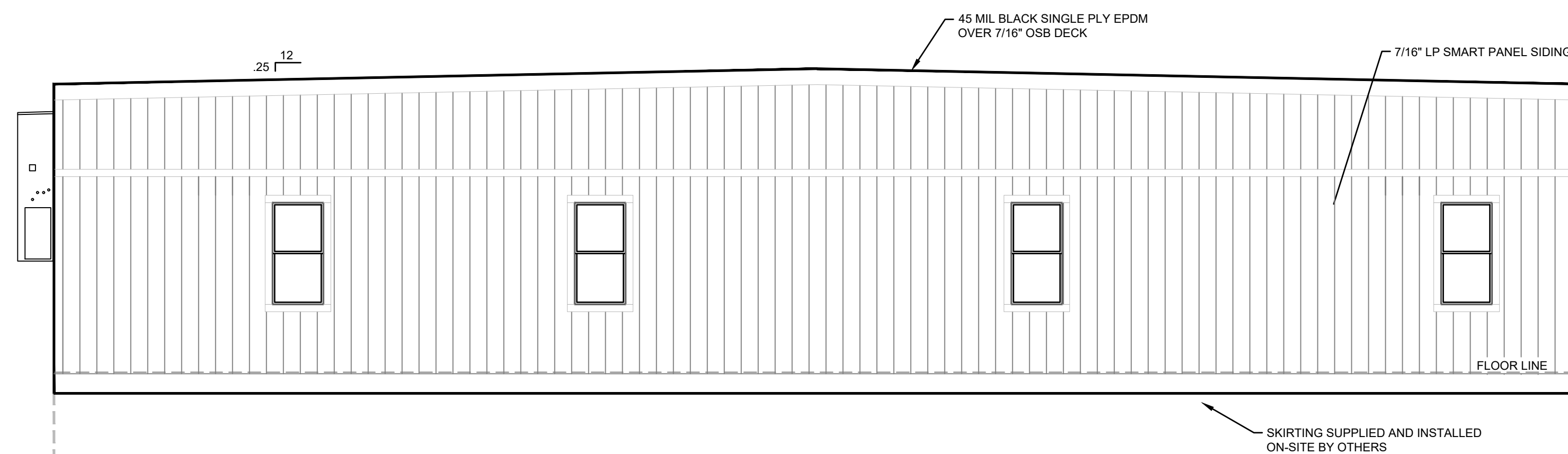
Signature indicates that the above prices, and outlined specs & conditions are hereby accepted. APB Corp is authorized to begin work as specified above. Any change orders shall be in writing. Proposal valid for 30 days. Applicable taxes not included.

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

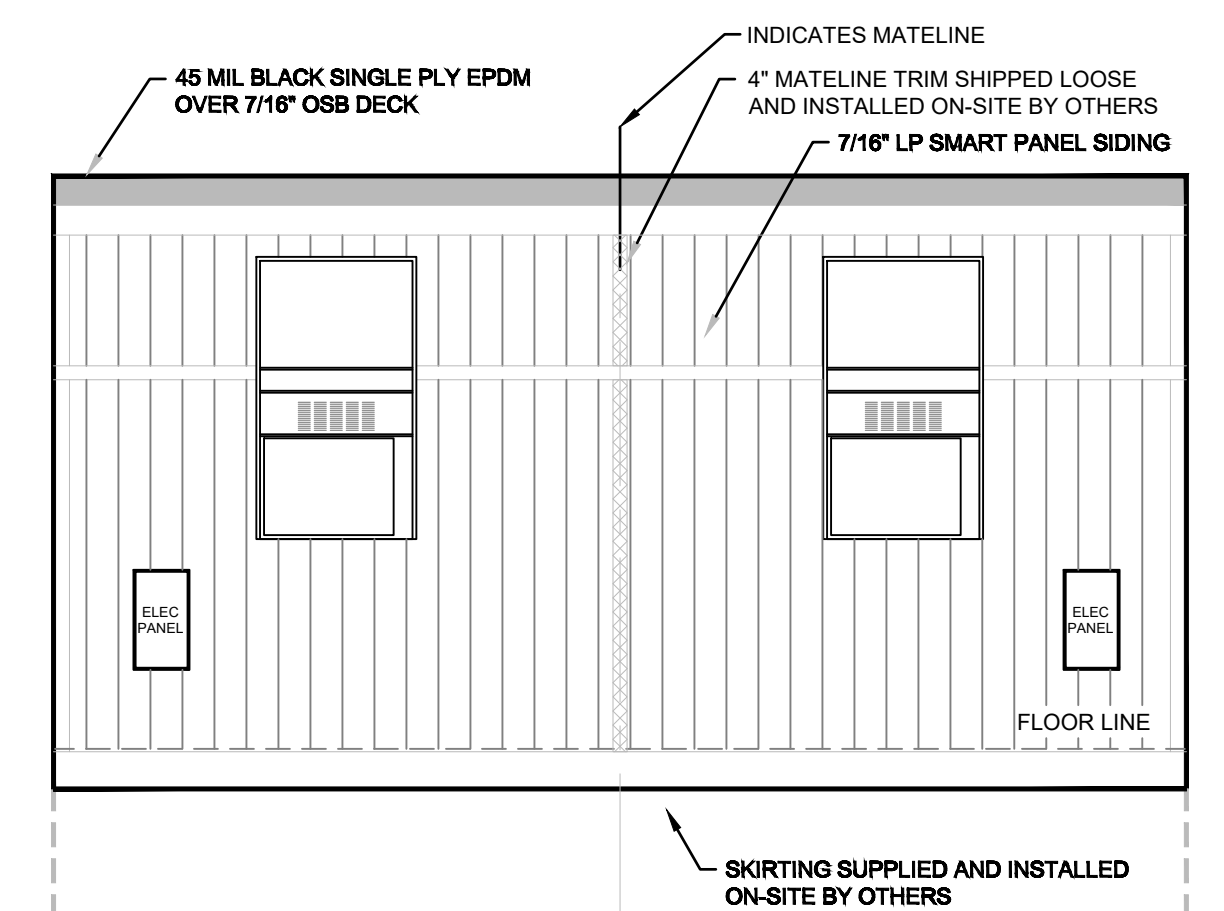
Payment due net 10 days.



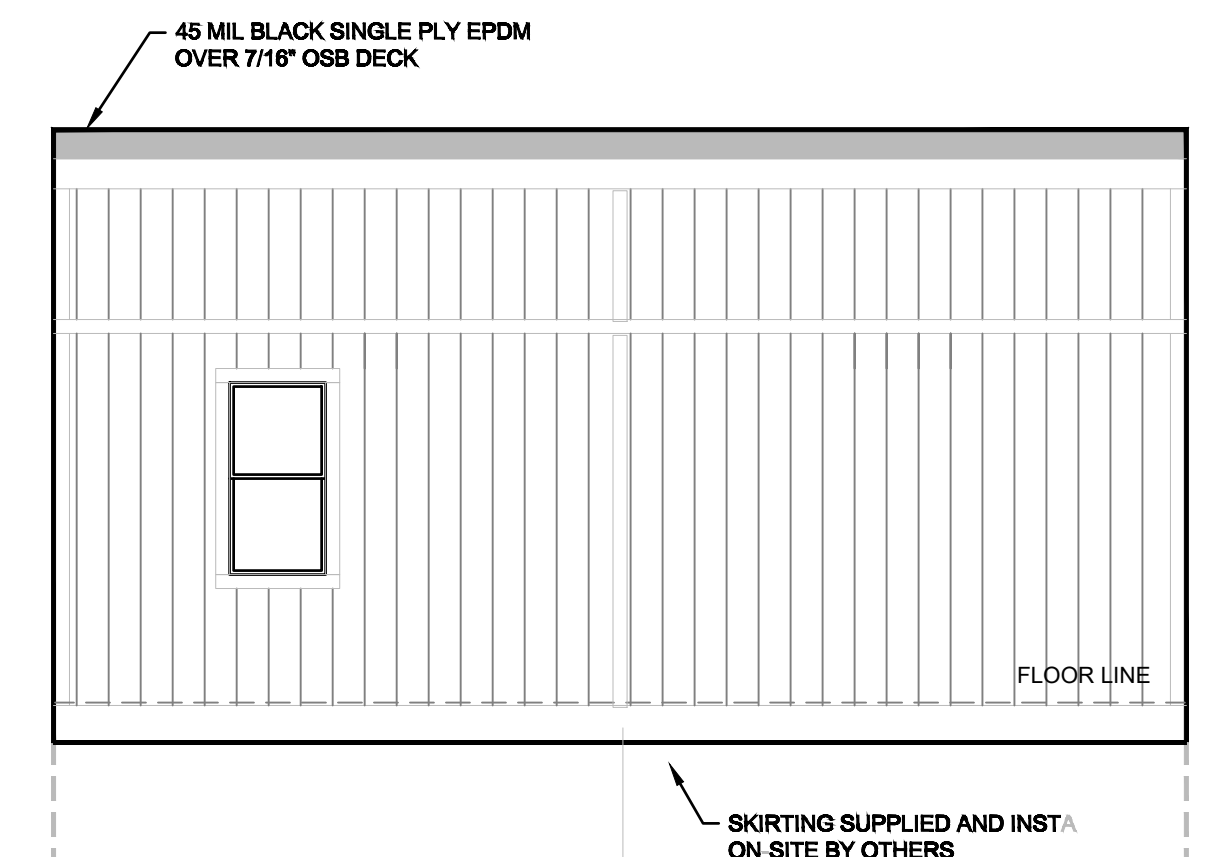
3 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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 Wall jump to plenum return 6.00
	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

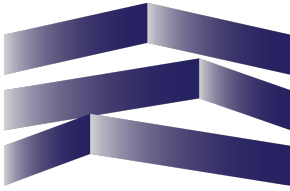
Date



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item:	Award Request for Proposal (RFP) 2023-27P Community Center Roof
Action Requested:	Award Request for Proposal (RFP) 2023-27P Community Center Roof to US Women's Roofing & Associates LLC.
Department:	Parks & Recreation
Presented By:	Rod Tarullo
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The Community Center has a section of asphalt shingled roof which partially covers the aquatics area, gymnasium, and cardio balcony/running track that is in dire need of replacement. Due to unforeseen challenges with other parts of the roof, this section of roof was not able to be included in a previous roofing project which took place in 2017. Over the last year, the building is now experiencing significant leaks from this roof area, jeopardizing wood floors and other important internal building finishes. Request for Proposal 2023-27P Community Center Roof closed with two proposals submitted. US Women's Roofing & Associates LLC. submitted a compliant low bid of \$169,950.00. References have been checked and found to be favorable. Work on the project would take place primarily during a building shutdown in August, with an early September completion date.
Issues:	None
Fiscal Impact:	Staff had this project tentatively scheduled for the 2024 budget, however we need to pull it forward to 2023 and complete it this summer. The total cost of the project is \$169,950 and will be included in the second quarter budget amendment. The Community Center Heating, Ventilation and Air Conditioning (HVAC) Request for Proposal (RFP) was awarded \$95,000 under budget. The remaining amount of \$75,000 will come from reserves in the Capital Projects Fund, which has an unrestricted fund balance estimated to be \$1.6 million at the end of 2023.
Legal Review:	City's standard contract and purchase order.
Staff Recommendation:	Award Request for Proposal (RFP) 2023-27P Community Center Roof to US Women's Roofing & Associates LLC. for \$169,950.00

Request for Proposal Bid Submission
2023-27P Community Center
Roof Replacement



Prepared By

US Women's Roofing & Associates LLC.
1794 Platte Street
Suite 200
Denver, Colorado 80202

719-200-8105
tori@uswroofing.com

Prepared For

City of Glenwood Procurement Department
101 West 8th St.
Glenwood Springs, CO 81601

ATTN: RYAN MUSE
ryan.muse@cogs.us

SCOPE OF WORK

DESCRIPTION OF SCOPE OF WORK & MATERIALS:

1. Re-roof property, tear off and replace asphalt portion of Glenwood Springs Community Center Roof no later than September 1, 2023.
 - 1.1. USWR agrees to this provision.
2. The Contractor shall follow all applicable City, County, State and Federal codes and regulations. Protect the surrounding area including other structures, sidewalks, and vegetation. The contractor shall maintain a safe work area around the facility.
 - 2.1. USWR agrees to this provision.
3. Contractor will be responsible for removal and disposal of all old roofing materials and debris with close attention to the removal of nails from the work area.
 - 3.1. USWR agrees to this provision.
4. Supply and install high temp, ice and water shield.
 - 4.1. USWR agrees to this provision.
5. Supply and install synthetic felt underlayment.
 - 5.1. No synthetic felt underlayment is shown on drawings. Ice and water shield will be applied on the entire roof area.
6. Remove and reinstall skylights and replace perimeter wood as needed.
 - 6.1. No skylights are shown on the drawings.
7. Supply and install 24ga painted metal flashing for all roof penetrations to match existing.
 - 7.1. USWR has included 100 linear feet of painted metal flashing in this proposal scope.
8. Supply and install asphalt shingles over entire surface to match existing. Shingles shall be equal to or better than the existing shingle quality. Please provide specifications for proposed shingles to be used.
 - 8.1. USWR will provide equal or better than the existing shingles.
9. Reseal metal caps.
 - 9.1. USWR has included an allowance of \$300 to reseal all metal caps.
10. Repair membrane to shingle connections as needed.
 - 10.1. USWR agrees to this provision.
11. Supply and replace damaged plywood as needed.
 - 11.1. USWR has included an allowance of 400sf of plywood for replacement in this proposal scope.
12. Clean up and remove all waste.
 - 12.1. USWR agrees to this provision.
13. Sales tax is included in this proposal scope.
14. The City of Glenwood will provide space on-site, to accommodate temporary facilities and storage of materials.
15. US Women's Roofing and Associates, LLC is a woman-owned business in Colorado.
16. US Women's Roofing and Associates, LLC is a Colorado resident contractor.
17. US Women's Roofing and Associates, LLC will employ 100% Colorado Labor for the workforce on this project.
18. US Women's Roofing and Associates, LLC will self-perform 100% of the total cost of this project and utilize subcontractors where required for specialty trades.

19. All work shall be in compliance with the outlined material and specifications described in this proposal.
20. Prices reflected in this proposal scope are valid for 45 days.

THE FOLLOWING ITEMS ARE INCLUDED IN THE PROPOSAL SCOPE:

1. The lump sum price that includes all products, materials, and labor is: **\$169,950.00**
2. Please provide an estimated timeline for the project including mobilization, preparation, and construction. We realize you may have difficulty sourcing materials in this environment. Please comment on our confidence in delivery times and what you think our worst reasonable case would be?

Requirement: Estimated Timeline		
Timeline Item	Date	Estimated Time Frame
Mobilization and Materials	July 24-27, 2023	3-4 days
Project Work Frame	August , 2023	25-27 days
Warranty Certification	Aug 29-30, 2023	1-2 days
Project Completion	Sept , 2023	Per RFP

3. What resources or access to staff do you expect you'll need during the project, and do you expect you'll have needs outside of the regular working hours we should plan for?
 - 3.1. USWR would expect normal communication channels, on a daily basis, with the City Project Manager. USWR expects to work from 7am-7pm, 7 days a week to meet the schedule.
4. Provide a total of three references for comparable work, installation, and application.

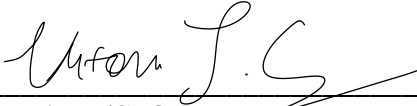
Requirement: Three references for comparable work (below)		
CO Parks & Wild Life 6060 Broadway Denver, CO 80216	Joe Burkins (Facilities Project Manager) Joe.Burkins@state.co.us 720-827-2809 6060 Broadway Denver, CO 80216	Hunter Education Roof Replacement (April-May 2023)
Cushman & Wakefield Denver, CO	Rhonda Gindro (Sr. Assistant Property Manager) rhonda.gindro@cushwake.com 303-641-4547 1776 Platte Street Denver, CO 80202	Various commercial roof repairs (Denver metro and surrounding) including replacement, and service work (2022-2023)
NAPS Construction Denver, CO	NAPS Construction Associates, LLC Paul J Stann s2stann@aol.com 1794 Platte Street , Suite 100	Various commercial subcontracting roles (2022-23)

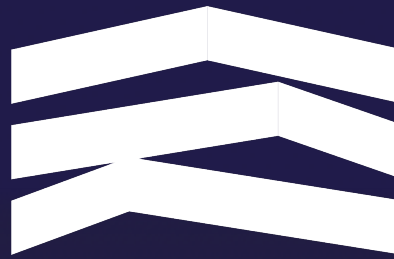
5. Details of warranty provisions for options that will be available to the City.

- 5.1. USWR can provide a 5-year warranty on workmanship and a warranty from the manufacturer of the shingles. See attached warranty.

ALTERNATIVE PRICING REQUESTED:

1. In the event there is potential work required in addition to what is in this scope please provide a time and materials quote for unexpected work.
 - 1.1. Labor rate = \$90.00 per man-hour, per person.
 - 1.2. Material rate = cost + 30% (O&P).
2. In the event there is a need for a performance bond, USWR can provide one for the project. USWR has bonding capabilities to \$1.2 million. This is not currently included in our proposal scope.
3. USWR has not included a bid bond in our proposal scope.

 Submittal Signature
President/CEO Title June 2, 2023 Date



**US Women's
Roofing and
Associates, LLC**

CAPABILITIES STATEMENT

UEI: 88289539417 | CAGE: 9HH16

P: (303) 575-9500 | F: (303) 575-9175

www.uswroofing.com | 1794 Platte Street, Suite 200, Denver, CO 80202

US Women's Roofing and Associates, LLC is a licensed Building Contractor in Denver and a Certified General Contractor in Florida, North Carolina, Mississippi, Louisiana, and Arizona. US Women's Roofing and Associates, LLC has combined experience of 80 years. Our mission is to support and promote women in the construction industry to achieve their full potential; to encourage, enable and facilitate their active involvement in the construction trades through employment, education and community life; to prosper and incentivize others to follow in their unconventional path.

Commercial and Industrial Roofing Services and New Construction and Replacements

DIFFERENTIATORS

- ✓ We attribute our success in the roofing process not only from our assembly theory, but in other building envelope practices that can be affected by the roofing system
- ✓ All of our projects are staffed with an in-house RRO and monitored with a daily 24 photo, 8-page report
- ✓ 100% Satisfaction Guarantee from our Customers
- ✓ Licensed General Contractor in Multiple States
- ✓ Fully Insured
- ✓ Bonding Capacity to \$1,250,000
- ✓ 2016 ICC/F14 Certified
- ✓ All Job Sizes Considered for Bidding/Construction
- ✓ A+ Rating with BBB
- ✓ Commitment to diversity, inclusivity and collaboration for your team's project integration and enablement
- ✓ Our woman-owned status helps agencies to meet their small business goals

CLIENTS

Government

- ▶ State of CO, Parks and Wildlife Division
- ▶ U.S. Army Fort Drum Base
- ▶ Grissom Air Force Base
- ▶ Eglin Air Force Base

Commercial/Private Sector

- ▶ NAPS Construction and Associates, LLC
- ▶ Western States Construction Company, LLC
- ▶ Grand American Inc.
- ▶ Brooks Towers
- ▶ Cushman-Wakefield Property Managers

CORE COMPETENCIES

- ★ We are a preferred roofing vendor with the best manufacturers in residential, industrial and commercial roofing products. These products include roofing shingles, underlayment, single ply, TPO, PVC, Torch Down and other accessory products.
- ★ We perform new construction roof projects and roof replacement projects on residential, commercial and industrial buildings.
- ★ We perform private sector work, as well as city, state, military and other federal work projects.
- ★ We provide seamless communication between an efficient and skilled executive team
- ★ We operate with a high set of personal values and standards, and have a commitment to the ethical work we do

NAICS

- **238160:** Roofing Contractors
- **236220:** Commercial and Institutional Building Construction

Ryan Verstreter, RRO
Director of Field Operations
ryan@uswroofing.com
(303) 575-9500

Tori Green
Owner and Founder
tori@uswroofing.com
(303) 575-9500

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. US WOMEN'S ROOFING AND ASSOCIATES, LLC		
2 Business name/disregarded entity name, if different from above (SAME)		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1794 Platte Street, Suite #100	Requester's name and address (optional) Paul J Stann 1794 Platte Street Denver, CO 80202	
6 City, state, and ZIP code Denver, Colorado 80202		
7 List account number(s) here (optional) N/A		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

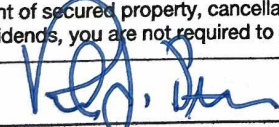
Social security number								
			-				-	
or								
Employer identification number								
8	8		-	2	8	9	5	3 9 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►  / PAUL J. STANN	Date ► 1/4/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

US Women's Roofing and Associates, LLC

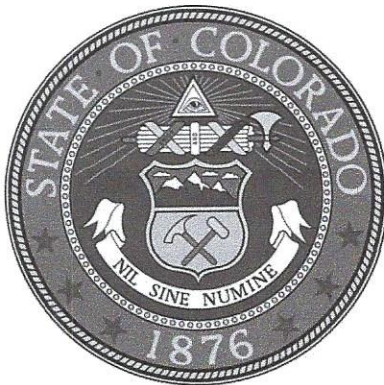
is a

Limited Liability Company

formed or registered on 06/21/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221597757 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2022 that have been posted, and by documents delivered to this office electronically through 06/21/2022 @ 09:13:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2022 @ 09:13:32 in accordance with applicable law. This certificate is assigned Confirmation Number 14106594 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



STANDARD PRODUCT^ LIMITED WARRANTY

on Owens Corning® Roofing Shingles and Components

THIS WARRANTY INCLUDES LIMITATIONS ON ITS TRANSFERABILITY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

FOR CANADA ONLY: THE TERMS IN THIS WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BY AND ARE IN ADDITION TO ANY PROVINCIAL LAWS.

INTRODUCTION

Thank you for your recent purchase of Owens Corning® Roofing Shingles and Components manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We believe we manufacture the highest quality and most attractive roofing shingles and components available anywhere, and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear, plain English terms, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING or visit our website at www.owenscorning.com/roofing.

WHO IS COVERED

To be entitled to the benefits of this Standard Product Limited Warranty: (1) your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (the property Owner, not the installer or contractor) of the roofing shingles and components.

WHAT IS COVERED

- **Roofing Shingles:** We warrant that your Owens Corning® Roofing Shingles and Owens Corning® Hip & Ridge Shingles are free from any manufacturing defects that (1) materially affect their performance on your roof during the TRU PROtection® period or that (2) cause leaks during the balance of the applicable warranty period after the TRU PROtection® coverage period has expired. To determine the length of the TRU PROtection® coverage period and the balance of the applicable warranty period, please see **"How Long Are You Covered"** and the **"Limited Warranty Information Table"** at the end of this warranty.
- **Roofing Components:** Warranty coverage for Owens Corning® Hip & Ridge Shingles, including Berkshire®, DecoRidge®, DuraRidge®, ImpactRidge®, ProEdge®, and RIZERidge® matches the corresponding roofing shingle. For all other Owens Corning roofing components, when you install three (3) or more of the five (5) Owens Corning roofing components listed below (one product from each category where applicable) with any Owens Corning shingle, the warranty coverage for manufacturing defects and the coverage period will match the warranty of your shingles. Please see **"How Long Are You Covered"** and the **"Limited Warranty Information Table"** at the end of this warranty for warranty periods. If less than three (3) Owens Corning® components are used, these products will be warranted for the length of time as defined in their individual product warranties. See individual component warranties for more detail. Owens Corning roofing component categories:
 - a. Owens Corning® Hip & Ridge Shingles, including Berkshire®, DecoRidge®, DuraRidge®, ImpactRidge®, ProEdge®, and RIZERidge®.
 - b. Owens Corning® VentSure® products (intake vent or exhaust vent). If a VentSure® intake vent AND VentSure® exhaust vent are both used, this counts as one (1) of the three (3) requirements listed above. VentSure® off-ridge exhaust vents are excluded from this warranty.
 - c. Owens Corning® brand roof underlayment products, RhinoRoof® U20 roof underlayment, or Titanium® brand synthetic roof underlayment products. Installing a qualifying Owens Corning® Self-Adhered Ice & Water Barrier product covering the entire deck also meets this requirement and Section (e) below.
 - d. Owens Corning® Starter Shingle products; and
 - e. Owens Corning® WeatherLock®, Titanium®, or RhinoRoof® Self-Adhered Ice & Water Barrier products.

This warranty does not cover non-Owens Corning® roofing components, such as flashing, fasteners, pipe boots, and wood decking. This warranty applies only to those shingles purchased after January 1, 2023, and before the date a later warranty applicable to the shingles comes into effect.

HOW LONG ARE YOU COVERED

ALL IMPLIED WARRANTIES APPLICABLE TO YOUR ROOFING SHINGLES AND COMPONENTS ARE LIMITED IN DURATION TO THE TRU PROtection® COVERAGE PERIOD APPLICABLE TO SUCH PRODUCTS, AS PROVIDED BY THIS WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

1. **TRU PROTECTION® PERIOD:** From the installation of the shingles through the TRU PROtection® coverage period of this warranty, Owens Corning will compensate you to either repair, replace, or recover defective Owens Corning® Roofing Shingles and Components. The compensation provided by Owens Corning is limited to the cost of replacing Owens Corning® Roofing Shingles and Components and the labor directly required to repair, replace, or recover such defective Owens Corning® roofing products as reasonably determined by Owens Corning. Our compensation will not cover any non-Owens Corning® underlayment, metalwork, flashings, or other related work, and we will not cover the cost to remove or dispose of your roofing materials. The TRU PROtection® coverage period does not apply to Wind or Algae coverage. Please see the **"What About Wind Resistance"** and **"What about Algae Resistance"** portions of this warranty for applicable coverage. Owens Corning reserves the right to arrange directly for the repair or replacement of your products instead of compensating you directly. This compensation is limited as follows:
 - A. If Owens Corning decides to replace the shingles or components, Owens Corning will compensate you only for the cost of replacement Owens Corning® Shingles or Components and the labor directly required to replace the defective shingles, both as reasonably determined by Owens Corning.
 - B. If Owens Corning decides to repair or recover the shingles, Owens Corning will compensate you only for the cost of the labor directly required to repair or recover the defective shingles as reasonably determined by Owens Corning.
2. **PRORATED PERIOD:** Once the TRU PROtection® coverage period for the Owens Corning® roofing products purchased has expired, the prorated period will begin. During this prorated period, we will provide prorated compensation of the cost of the defective Owens Corning® products, but no labor or other costs will be covered during the prorated period, and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. We will prorate the amount of our compensation to you to adjust the number of years you have enjoyed from the original installation through the date of your claim. For example: If you purchased a shingle with a Lifetime warranty and three (3) or more Owens Corning components and you make your claim in the 15th year of the warranty, we will not cover labor but our compensation to you will be 72% of the Owens Corning® Roofing Shingles and Components cost at the time of purchase. Further detail can be found on the **"Limited Lifetime^ Roofing Shingles and Components Proration^ Table."**
3. **OTHER TYPES OF STRUCTURES:** The coverage for the Owens Corning® roofing products offered by this warranty depends on the structure of which the shingles are installed and the owner of the structure. Lifetime coverage for all Owens Corning® Shingles applies only to single-family detached homes where the owner of the roof is the resident occupying the home.

In the instance of roofing products purchased or installed upon property owned by others, for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' associations, or cooperative housing arrangements, or installed on any other structures (for example, on apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty period will be 40 years from the original installation date of the roofing shingles and components, and the TRU PROtection® coverage period will be five years. Further detail can be found on the **"Limited Lifetime^Δ Roofing Shingles and Components Proration[§] Table."** Owens Corning reserves the right to arrange directly for the repair or replacement of your products instead of compensating you directly.

Limited Lifetime^Δ Shingle Proration[§] Table

STRUCTURE/ OWNER	TRU PROTECTION® PERIOD YEARS 1-10	PRORATED PERIOD YEARS 11-40	PRORATED PERIOD YEARS 41 AND BEYOND
Single-family detached home owned by individuals	100%++	80% reduced by 2% every year thereafter until year 40	20%
STRUCTURE/ OWNER	YEARS 1-5	YEARS 6-40	YEARS 41 AND BEYOND
Other types of structures	100%++	87.5% [§] reduced by 2.5% every year thereafter until year 40	No coverage

^Δ For as long as Owner owns home.

[§] Proration is calculated annually, based on the original installation date. There are no partial year prorations.

++ Of costs covered under this warranty.

4. EXCEPTIONS

All of the Owens Corning Obligation of Compensation under this warranty (whether for repair, replacement, recovery, or refunding a prorated portion of the cost of the defective roofing products) are subject to the limitations provided by this warranty. Any replacement Owens Corning® Products will be warranted only for the remainder of the original warranty period. Owens Corning will not provide compensation for any underlayment, metalwork, flashings, or other related work. We will not compensate for the removal and replacement of solar panels or other rooftop equipment, and we will not compensate for the cost to remove or dispose of your roofing shingles and components.

5. WHAT ABOUT WIND RESISTANCE

Your shingles and Hip & Ridge (the Shingle Products) contain asphalt sealant that requires direct warm sunlight for several days (Thermal Sealing) in order to seal properly. If your Shingle Products are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your Shingle Products never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to your shingles achieving Thermal Sealing, your Shingle Products are more vulnerable to blow-offs and wind damage. This is the fundamental nature of Shingle Products and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that might occur prior to Thermal Sealing having occurred. After your Shingle Products have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds (including gusts) up to the levels and for the period from the original installation date (**"Wind Warranty Period"**) listed in the **"Limited Warranty Information Table"** listed in the chart at the end of this warranty.

HOWEVER, THE COVERAGE AGAINST SHINGLE PRODUCT BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE ORIGINAL DATE OF INSTALLATION. Owens Corning will be liable only for the reasonable cost of replacing blown-off Shingle Products (to include material and labor during the applicable TRU PROtection® warranty period) and the reasonable cost of manually sealing the unsealed Shingle Products remaining on the roof.

6. WHAT ABOUT ALGAE RESISTANCE

If the Shingle Products that you purchased were not specifically labeled as **"Algae Resistant"** (AR), then any discoloration caused by algae is not covered by this warranty as explained in the section **"What Is Not Covered."** However, if you did purchase AR Shingle Products, they are covered for the period described in the **"Limited Warranty Information Table"** at the end of this warranty following the date of installation (**"AR Warranty Period"**) against brown-black staining caused by growth of cyanobacteria *Gloeocapsa magma* algae. To be eligible for 25-year AR coverage, you must use one of the following Owens Corning® Hip & Ridge Shingles: Berkshire®, DecoRidge®, DuraRidge®, ImpactRidge®, ProEdge®, or RIZERidge®. We do not cover the effects of other growth, such as mold, lichen, and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:

- Non-Prorated Period** — From the installation of the shingles until ten (10) years after the date of installation, we will compensate you for the cost, including labor (such cost not to exceed the cost of the AR Shingle Products plus the cost of installation), as reasonably determined by Owens Corning, to repair, replace, or recover the affected AR Shingle Products. For purposes of this AR Shingle Products warranty, the term "repair" as used above refers to cleaning or otherwise removing any algae growth from affected AR Shingle Products. Decisions regarding whether your AR Shingle Products should be repaired, replaced, or recovered will be made solely by Owens Corning.
- Prorated Period** — Once the non-prorated coverage period for algae resistance (as described above) has expired, the prorated period will begin. During this prorated period, we will provide compensation limited to a prorated amount of the cost of the affected AR shingles. No labor or other costs will be covered during the prorated period, and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. For example: If you purchased a shingle with a 25-year AR warranty period, and you make your claim anytime in the 16th year of the warranty, our compensation to you will be the amount of the cost of the affected Owens Corning® AR Shingle Products reduced by 16/25ths of the cost at the time of purchase of the affected AR Shingle Products.
- ****If a qualifying Owens Corning® manufactured Hip & Ridge shingle is **not** used, the AR warranty period is reduced from 25 to 10 years and the non-prorated period will be 1 year.
- See Limited Warranty Information table below for applicable AR product coverage.

NOTE: In some coastal areas and/or areas with limited rainfall, copper released by algae-resistant shingles can cause excessive corrosion to aluminum gutters. In these regions, Owens Corning recommends using vinyl gutters and will not be liable for any damage that may result from using aluminum gutters with algae-resistant shingles.

TRANSFERABILITY OF THIS WARRANTY (BASED ON ORIGINAL INSTALLATION DATE)

This warranty is not transferable except as follows: You may only transfer this warranty one time, anytime during the life of the warranty, to the purchasers of the structure on which the shingles are installed. For this warranty to transfer and the second Owner to obtain the benefits of this warranty, the second Owner must, within 60 days after the date of the real estate transfer, contact Owens Corning and submit together (1) proof of purchase of the Owens Corning® Roofing Shingles and Components and (2) the installation date and ownership history. We may be contacted by going to <https://www.owenscorning.com/en-us/roofing/warranty#manage-your-warranty> and click Transfer a Warranty, or by calling us at 1-800-Roofing.

- If the transfer takes place within the TRU PROtection® Nonprorated period (see **"Limited Warranty Information Table"**), the second Owner is entitled to the same coverage as the original Owner.
- If the transfer occurs after the TRU PROtection® Nonprorated period (see **"Limited Warranty Information Table"**), the balance of this warranty shall be reduced to a 2-year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this 2-year period, our compensation to the second Owner will be based only on the reasonable cost of replacement of the Owens Corning® Roofing Shingles and Components reduced by the amount of use the second Owner and the original Owner have enjoyed from the original installation date through the date of your claim.

3. The AR Warranty Period and Wind Warranty Period are fully transferable. The second Owner will receive the balance of the coverage outlined in the **"Limited Warranty Information Table"** based upon the original installation date.

WHAT IS NOT COVERED

Our warranty does not cover damage to the Owens Corning® Roofing Shingles and Components products due to any cause not expressly covered in this warranty. After our roofing products leave our manufacturing facilities, they are subject to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective roofing products caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail, strong storms or winds (including gusts) over the maximum wind speed listed in the **"Limited Warranty Information Table"** at the end of this warranty, ice damming above the area covered by leak barriers or flashings, or snow or water infiltration through exhaust vents.
2. Roof damage or leaks caused by pre-existing conditions, underlying roofing materials, underlying structural failures, settlement, or any defective areas on or near the roof that are not part of the Roofing System. Examples include but are not limited to chimneys with loose or cracked mortar, damaged siding, faulty counterflashing, or improperly designed or installed gutter or downspout systems.
3. Foot traffic on your roof or damage caused by objects (e.g., tree branches) falling on your roof.
4. Improper or faulty installation of your roofing products — installation must be in accordance with our written installation instructions and comply with local building codes.
5. Shading, or variations in the color of your Owens Corning® Shingle Products or discoloration caused by algae, fungi, lichen, or cyanobacteria (unless covered under the section **"What About Algae Resistance"**).
6. Damage caused by improper or inadequate roof ventilation or roof drainage, unvented attics, or enclosed roof rafter assemblies.
7. Damage caused by, or the cost to repair or replace, any non-Owens Corning® Products, including but not limited to metal work, counterflashing, failed and/or corroded roof nails, or pipe boots that allow water to enter the structure or Roofing System.
8. Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment or solar panel installation, power washing, painting, the application of cleaning solutions not in accordance with our algae removal instructions, coatings, or other modifications.
9. Any damage due to debris, resins, or drippings from foliage.
10. Improper storage, handling, or other conditions beyond our control.
11. Any costs that you incur that are not authorized in advance by Owens Corning.

REPLACEMENT SHINGLE VARIATION

As a result of our ongoing efforts to improve and enhance our roofing products, we must reserve the right to discontinue or modify our shingles and component products, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement roofing products you receive vary in color either because of normal weathering or changes in our product line. You should understand that, if we replace any of your shingles or component products under this warranty, we reserve the right to provide you with substitute shingles or component products that are comparable only in quality and price to your original shingle or component products.

COMPENSATION

Under the terms of this warranty, the manner of compensation is at the sole discretion of Owens Corning and may be arranged directly by Owens Corning or issued in the form of cash settlement and/or material credit for Owens Corning® Products to an existing supplier of Owens Corning® Roofing materials. All costs must be pre-approved by Owens Corning.

CLAIMS PROCESS & RIGHT OF INSPECTION

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles or shingle samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, do not hesitate to

call 1-800-ROOFING or visit us at www.owenscorning.com/roofing. If you repair or replace your Owens Corning® Products before Owens Corning has made a determination on your claim, your claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the roof. If requested by Owens Corning, the owner shall provide Owens Corning with reasonable access to the roof, during normal business hours, for the purpose of conducting an inspection of the roofing products.

NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act), except in writing signed by an officer of Owens Corning or a licensed attorney in the Owens Corning legal department, the Owens Corning Field Technical Leader, or Field Technical Manager. Other than such an officer or attorney, Field Technical Leader, or Field Technical Manager, nobody (regardless of whether an Owens Corning employee, a contractor, an installer, or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this warranty, to make representations or warranties, or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees.

MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or Owens Corning® Shingles ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, OH 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the **"Arbitration"** provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

LIMITATIONS

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® ROOFING SHINGLES AND COMPONENTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

YOUR REMEDY FOR DEFECTIVE SHINGLES OR OWENS CORNING® ROOFING SHINGLES AND COMPONENTS IS FULLY DESCRIBED IN THE SECTION, "HOW LONG ARE YOU COVERED." YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING ROOFING SHINGLES OR COMPONENTS.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FOR CANADA ONLY — The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

LIMITED WARRANTY INFORMATION TABLE

PRODUCT NAME	WARRANTY* LENGTH	TRU PROTECTION® COVERAGE PERIOD	WIND WARRANTY PROTECTION	WIND WARRANTY PERIOD	AR¹ WARRANTY PERIOD
Berkshire®	Lifetime [△]	10 Years	130 MPH	15 Years	25 Years****
Woodmoor®	Lifetime [△]	10 Years	110/130 MPH**	15 Years	25 Years****
Woodcrest®	Lifetime [△]	10 Years	110/130 MPH**	15 Years	25 Years****
Duration® Series ^{††}	Lifetime [△]	10 Years	130 MPH	15 Years	25 Years****
Oakridge® ^{†††}	Lifetime [△]	10 Years	110/130 MPH***	15 Years	25 Years****
Supreme®	25 Years	5 Years	60 MPH	5 Years	10 Years

[△] For as long as Owner owns home.

[△] Excludes non-Owens Corning roofing products, such as flashing, fasteners, pipe boots, and wood decking.

¹ AR is available regionally. Visit www.owenscorning.com/roofing for availability in your zip code.

^{*} Applies to Owens Corning® Shingles and Owens Corning Hip & Ridge Shingles. Three (3) qualifying components must be installed in addition to the shingles in order for all other Owens Corning components to qualify for this warranty.

^{††} Includes TruDefinition® Duration MAX®, TruDefinition® Duration® COOL Plus, TruDefinition® Duration® COOL, TruDefinition® Duration® Designer, TruDefinition® Duration FLEX®[‡], TruDefinition® Duration STORM®[‡], Duration® Premium, and TruDefinition® Duration® Shingles.

^{†††} Includes TruDefinition® Oakridge® Shingles.

^{**} TruDefinition® Duration FLEX® and TruDefinition® Duration STORM® Shingles require ImpactRidge® Hip & Ridge Shingles to complete UL 2218, Class IV impact-resistant roof system.

^{***} 110 MPH is standard with 4-nail application. 130 MPH is applicable only with 6-nail application and Owens Corning® Starter Shingle products application along eaves and rakes in accordance with installation instructions.

^{****} 25-year AR coverage requires the use of Owens Corning® Berkshire®, DecoRidge®, DuraRidge®, ImpactRidge®, ProEdge®, or RIZERidge®, Hip & Ridge Shingles. If a qualifying Owens Corning® manufactured ridge product is **not** used, the AR warranty period is reduced from 25 to 10 years, and the non-prorated period will be 1 year.

WARRANTY REGISTRATION & TRANSFER INFORMATION

TO REGISTER THIS WARRANTY:

Visit our website at: www.owenscorning.com/roofing/warranty/

The following information is required for registration:

Owens Corning® Limited Lifetime Shingle/color name installed _____

Number of squares installed _____

Other Owens Corning® Roofing Shingles and Components Installed:

	yes	no	don't know
Owens Corning® Hip & Ridge Shingles	☐	☐	☐
VentSure® Ventilation Products	☐	☐	☐
Owens Corning® brand, RhinoRoof® U20 or Titanium® brand Underlayment Products	☐	☐	☐
Owens Corning® Starter Shingle Products	☐	☐	☐
Owens Corning® WeatherLock®, Titanium®, or RhinoRoof® Self-Adhered Ice & Water Barrier Products	☐	☐	☐

Other Owens Corning® Products _____

Original Installation Date _____

Original Purchaser's Name _____

Address of Property _____

Note: Please retain proof of purchase and installation date with your important records in the event that you choose to transfer this warranty in the future, or upload these documents as you register this warranty online.

TO TRANSFER THIS WARRANTY:

See **TRANSFERABILITY OF THIS WARRANTY** for exceptions.

Contact 1-800-ROOFING

For this warranty to be transferred, the second Owner must contact Owens Corning within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. We may be contacted by going to <https://www.owenscorning.com/en-us/roofing/warranty#manage-your-warranty> and click Transfer a Warranty, or by calling us at 1-800-Roofing. The following will be required:

1. Proof of purchase of the Owens Corning® Total Protection Roofing System®[△] and
2. The installation date and ownership history



OWENS CORNING ROOFING AND ASPHALT, LLC

ONE OWENS CORNING PARKWAY
TOLEDO, OH 43659 USA

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Pub. No. 10023873-C. Printed in U.S.A. January 2023.
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City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Downtown Development Authority Board (DDA) Appointment

Action Requested: Downtown Development Authority Board (DDA) Appointment

Department: City Administration

Presented By: Sara Weigel

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

Background Info: **Mayor Pro Tem Dehm and Councilor Weimer Recommendation**
Reappoint Kevin Brady to a regular seat with a term expiring June 2027.

Composition of the Downtown Development Authority Board (DDA)

The affairs of GSDDA shall be managed by a Board of no more than eight (8) members. The Glenwood Springs City Council shall appoint seven (7) of these members from the general public and qualified to serve pursuant to C.R.S. § 31-25-806. The Mayor shall appoint one (1) member annually from City Council, and an alternate therefrom. Such member's sole function will be to serve as a liaison between Council and the GSDDA Board and he/she shall not be a voting member of the Board except when there is a tie vote amongst the Board or when necessary to have a quorum. Each appointed member from the general public, shall reside within, be a business lessee within, own real property within, be an officer or director of a corporation, member or manager of a limited liability company, limited or general partner of a partnership having its place of business within the GSDDA district or be an employee of a entity with its place of business within the GSDDA as long as such employee is considered by the business to be a manager or assistant manager.

Vacancies

- Two regular seats with terms to expire June 2026 and June 2027.

Applicant

- Kevin Brady, a business owner within the boundaries of the DDA, has served on the Board since June 2019. Kevin was deemed eligible for reappointment.

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

9

Anonymous

48:39

Time to complete

Downtown Development Authority Application

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

Composition of the Downtown Development Authority:

(Per the Glenwood Springs Downtown Development Authority (GSDDA) Amended and Restated Bylaws; Article III Section 1)

The affairs of GSDDA shall be managed by a Board of no more than eight (8) members. The Glenwood Springs City Council shall appoint seven (7) of these members from the general public and qualified to serve pursuant to C.R.S. § 31-25-806. The Mayor shall appoint one (1) member annually from City Council, and an alternate therefrom. Such member's sole function will be to serve as a liaison between Council and the GSDDA Board and he/she shall not be a voting member of the Board except when there is a tie vote amongst the Board or when necessary to have a quorum. Each appointed member from the general public, shall reside within, be a business lessee within, own real property within, be an officer or director of a corporation, member or manager of a limited liability company, limited or general partner of a partnership having its place of business within the GSDDA district or be an employee of an entity with its place of business within the GSDDA as long as such employee is considered by the business to be a manager or assistant manager.

Personal Information

1. Membership Qualifications *

In order to serve on the Downtown Development Authority (DDA) Board, you must qualify as one of the following (please select the choice that applies to you):

- ☒ Resident within the boundaries of the DDA
- ☒ Business Lessee within the boundaries of the DDA
- ☒ Owner of property within the boundaries of the DDA
- ☒ Corporate Officer or Director of business within the DDA
- ☒ Manager or Assistant Manager of a business within the DDA

2. Name *

Kevin A Brady

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Small business owner - Cooper Wine and Spirits

Personal and Professional Interests

10. Why are you interested in serving on the Downtown Development Authority (DDA) Board? *

I am a current member of the DDA and I would love to help finish much of what we started such as the North Landing, Cooper Ave street scape and 6th street. I believe it's an exciting time for DDA and I'm really looking forward to the project outcomes as I believe they help revitalize and activate much of the downtown areas businesses and neighborhoods.

11. What do you view as your role if selected as a member to the DDA Board? *

Advocate for downtown businesses and homeowners. Since being on the board I have heard from many locals about various downtown issues. I guess its because I'm usually available, I love people, and I try to be a good listener
While on the Board I believe I've provided some good ideas and input to priorities and design.

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

I have a small business on Cooper Ave and a home downtown. While I naturally want to see my business succeed, I understand there needs to be a healthy balance with Glenwood businesses and our surrounding neighbors

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

We heard comments from MANY GWS residents and businesses when Cooper Ave parking was redesigned eliminating angled parking. This caused us to create a petition at our store asking for public input on whether they felt the new design was efficient or not. We then took this petition and presented it to the GWS City Council. City Council was not aware of the change and was then kind enough to reconfigure that design to one which better met the needs and requests of the petitioners.

14. 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? *

Yes, absolutely. I believe I've exhibited this ability while on the Board. For example, it wasn't until recently that I asked for Cooper Street to be a top three priority project in terms of our budget as I felt other projects were a greater priority.

15. The DDA Board members generally attend one meeting a month in the morning in the weekday. Do you have any existing time commitments that will hamper your ability to serve? *

No

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

Quality Wine and Spirits Wholesale Company in Atlanta, GA.,
DDA of GWS, GWS Chamber Board member, Three Rivers Little League Board member for 9 years,
HOA Board member and president for Red Cliff Condominiums

17. Please select today's date. *

5/31/2023



18. Have you served on the Downtown Development Authority Board before? *

☐ No

☒ Yes

Reappointment Applicants

19. Why do you think you should be reappointed? *

As a current DDA member, I believe I've been dependable and reliable while providing thoughtful, professional insight without pursuing an agenda of my own.

20. Have you served two full successive terms on the Downtown Development Authority Board? *

no - just one

Terms of Office of the Downtown Development Authority Board

(Per the Colorado Revised Statutes; Title 31 - Government – Municipal; Powers and Functions of Cities and Towns; Article 25 - Public Improvements; Part 8 - Downtown Development Authorities; § 31-25-805. Board - membership - term of office)

(1) The affairs of the authority shall be under the direct supervision and control of a board consisting of not less than five nor more than eleven members appointed by the governing body. A majority of the members appointed shall reside or own property in the downtown development district.

(2) The board shall be constituted as follows:

(a) At least one member shall be a member of the governing body, appointed to serve at the pleasure of the governing body.

(b) Two members shall be appointed for terms expiring June 30 of the year following the date of the ordinance adopted by the governing body establishing the authority.

(c) Two members shall be appointed for terms expiring June 30 of the second year following the date of the ordinance adopted by the governing body establishing the authority.

(d) Two members, if the board consists of seven or more members, shall be appointed for terms expiring June 30 of the third year following the date of the ordinance adopted by the governing body establishing the authority.

(e) All other members shall be appointed for terms expiring June 30 of the fourth year following the date of the ordinance adopted by the governing body establishing the authority.

(3) A member shall hold office until his successor has been appointed and qualified. After the terms of the initial members of the board have expired, the terms of all members (except any member who is a member of the governing body) shall expire four years from the expiration date of the terms of their predecessors. Appointments to fill vacancies shall be for the unexpired term. In any municipality in which the charter provides that the appointive authority is the mayor, the mayor shall make appointments to the board.

Powers and Duties of the Downtown Development Authority Board

(Per the Colorado Revised Statutes; Title 31 - Government - Municipal Powers and Functions of Cities and Towns Article 25 - Public Improvements, Part 8 - Downtown Development Authorities; § 31-25-801. Legislative Declaration)

(1) The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.

(2) The general assembly determines, finds, and declares that because of a number of atypical factors and special conditions concerning downtown development unique to each locality, the rule of strict construction shall have no application to this part 8, but it shall be liberally construed to effect the purposes and objects for which it is intended.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Members shall be appointed for terms expiring June 30 and shall expire four years from the expiration date of the terms of their predecessors.

(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:

(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 15, 2023

Agenda Item: Ordinance 2023-05; Code Changes for Waste Hauling. Second Reading

Action Requested: Approval of Ordinance 2023-05; Code Changes Under Title 100, Public Health, Article 100.010 General Provisions. Second Reading.

Department: Public Works

Presented By: Matthew Langhorst, Elizabeth Mauro

Strategic Goals: Preserve and Improve Infrastructure
Protect and Preserve our Quality of Life

Background Info: The first reading was originally voted on March 16, 2023 and was properly noticed. The second reading was missed until now. The first reading passed 6-1 with the motion reading as follows- ***Councilor Dehm moved, seconded by Councilor Kaup, to approve the code changes for Waste Hauling based on the staff report.***

With the city moving toward a Pay as You Throw trash collection single hauler service within the city boundaries, the Municipal Code needs to be updated to accommodate for clarifications/additions to text needed to make this a legal and successful program. The attached document notes all of the additions to the code line by line, changes to definitions, deletions to sections, and new language being proposed. A quick summary of the changes includes:

- Definitions include: the term Collector, Construction and Demolition Debris, Group Account, Organics, Recycle Bin, Residents, and Solid Waste.
- Definition changes include: removal of the term Receptical and adding Solid Waste Container, redefining the word Recyclables, and updating Wildlife Resistant Refuse Container and removing the word Refuse.

100.101.035 removes the whole Spring Cleanup Section of the Code.

100.010.060 - "Garbage, Refuse and Trash Collection" is being updated to "Solid Waste Collection"

- The terms garbage, refuse and trash in this section will all be moved to Solid Waste.
- There are multiple sections being updated with additions or changes. They are noted within the attachment for review. The main items are responsibilities of owners to keep sites clean, text on when a persons solid waste becomes the property of the hauler, hours of placement of the bins at the curb side noted, and that container lids must be closed at time of collection.

100.010.065 - Animal and Wildlife Protection

- The terms garbage, refuse and trash in this article will all be moved to Solid Waste.
- A robust definition of container location, storage and timing of placement has been added. This will help code enforcement with container issues.
- A definition of animal to container interactions is limited until a Wildlife Resistant Container is required. This will help code enforcement with container issues.
- The effective date of these changes is noted in this article.

100.010.XXX and YYY are completely new sections to be added and numbered that will be

titled: Collector Provisions of Volume-Based Trash and Recyclables Collection of Group Accounts and Collector Reporting Requirements.

- The XXX article defines what PAYT is within the city limits, who is included in this definition, the size of containers pertaining to the system, that recycling is required and that the fees for this system or service is a bundled fee.
- The effective date of this section is also noted.
- The YYY article defines that other haulers in town that are not part of the PAYT program or requirements, must still provide the city with an annual report with data pertaining to section (b) (1) and (2).
- The effective date of this section is also noted.

Issues:

None at this time.

Fiscal Impact:

The code changes do not have a financial impact on the city, but will cause the haulers that service properties within the 7 Unit definition to change their waste services to those residents to meet the new bundled recycling requirements.

Legal Review:

Legal has reviewed and drafted the ordinance.

Staff Recommendation:

Staff is Recommending Approval of Ordinance 2023-05; Code Changes Under Title 100, Public Health, Article 100.010 General Provisions. Second Reading.

ORDINANCE NO. 05

Series of 2023

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, AMENDING ARTICLE 100.010 OF THE GLENWOOD
SPRINGS MUNICIPAL CODE.**

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

WHEREAS, Article 100.010 of the Municipal Code addresses the solid waste collection services within the City; and

WHEREAS, City Council finds and declares that the amendment to Article 100.010 of the Municipal Code the Development Code regarding solid waste collection services within the City, as set forth herein are proper and necessary to advance the public health, safety and welfare of the City’s residents.

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

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

Section 2. Article 100.010 is hereby amended as set forth on **Exhibit A** attached hereto.

Section 3. Section 100.010.070 and 100.010.080 shall become effective on November 1, 2023 all other amendments shall become effective on the effective date of this Ordinance 2023-05.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 16TH DAY OF MARCH 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

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

TITLE 100 – PUBLIC HEALTH

ARTICLE 100.010 – GENERAL PROVISIONS

100.010.020 – Definitions

Collector means any business engaged in hauling solid waste within the City as described in Articles 100.010 and 050.011.

Construction and Demolition Debris includes waste generated from construction, remodeling, repairs or demotion of buildings, pavements and other structures including but not limited to lumber, bricks, carpets, ceramics, sheetrock, metals, drywall, window glass, metal and plastic piping, paint and any other non-hazardous materials from construction and demolition operations.

Solid Waste Container or Receptacle means a metal or other rigid, non-absorbent container equipped with a tightly-fitting metal or non-absorbent lid that is used for the storage and collection of solid waste materials. ~~r-sealed, plastic bags~~ Residential solid waste containers may include wheeled or unwheeled carts, bins or other units as approved by the City, but shall not include plastic bags.

Group Account includes any group of residents up to seven (7) units that have individual, discrete trash containers. Group accounts may receive solid waste collection service under a written contract or service agreement that collectively serves multiple residences.

Organics means any decomposable materials used in the production of compost or chipped and ground materials including but not limited to food scraps, compostable paper and products, yard waste, clean wood, biosolids or other materials determined by the City Manager or Public Works Director.

Recyclables include but ~~are~~ is not limited to newspaper, magazines/catalogues, office paper, junk mail, paperboard, phone books, paper bags, cardboard, glass containers, plastics #1 through #7 containers, steel & aluminum cans that are diverted for the purpose of reuse, remanufacture, reclamation or recycling.

Recycling Bin means an open-top, rigid container used for the storage and collection of recyclable materials but shall not include plastic bags. Recyclables may also be stored and collected in solid waste containers.

Residents for the purposes of this article only means single-family and multi-family households up to seven (7) units with individual, discrete trash containers that serve that household only. Residents do not include households with dumpster collection service or any multi-family complex of eight (8) or more units. Any attached dwelling unit shall be serviced as a stand-alone resident if the units has discrete utility billing account with the City.

Solid Waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, air pollution control facility, or other discarded material. Solid wastes may include solid, liquid, semi-solid or contained gaseous material resulting from industrial operations, commercial operations, residents or community activities. Solid waste includes materials separated for diversion but does not include solid or dissolved materials in domestic sewage, agricultural wastes, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources.

Wildlife-Resistant Refuse Container is a container used for the storage of garbage, refuse or trash that has been means a fully-enclosed solid waste container with a latching mechanism for the storage and collection of solid waste that is reasonably inaccessible to wildlife and may include containers so certified by the Inter-Agency Grizzly Bear Committee or as approved by the City. Latching mechanisms shall allow a gap between the container and lid of no more than one-half (1/2) inch. Latching mechanisms shall keep the lid closed in the event the container is turned on its side or upside down. Wildlife-resistant containers may include drain holes no larger than one (1) inch in any dimension.

100.010.035 – Spring Clean-Up

- (a) ~~Spring cleanup is a service available to City residents only on the dates and in the geographic zones scheduled by the City Manager. Approved items, limited to five (5) cubic yards per residence, are collected by zone, and items must be placed in front of or adjacent to the residential property, away from regular trash service, fences, and buildings. Approved items may be placed no earlier than two (2) calendar days before the assigned zone start date, and no later than 7:00 a.m. of the zone start date. Community piles are prohibited unless prior written authorization is received from the City Manager. Any recyclable items must be placed separately. Hazardous materials and garbage will not be accepted.~~
- (b) ~~Notice.~~ Notice of the spring cleanup dates and zones will be published:
 - (1) ~~On the City's website twenty (20) days prior to the first pickup date in the first zone, and notice shall remain on the website through the last day of pickup in the last zone; and~~
 - (2) ~~In a newspaper published in the City for not less than two (2) publications. The notices shall be published not more than fifteen (15) days nor less than five (5) days prior to the first pickup date in the first zone.~~
- (c) ~~Nonresident dumping.~~ No person who is not a resident of the City is permitted to dump or abandon spring cleanup debris or other garbage, junk, refuse, trash, or weeds within the City during spring cleanup.
- (d) ~~Penalty schedule for Section 100.010.035 violations.~~
 - (1) ~~First and subsequent offenses.~~ Any violation of a provision of Section 100.010.035 shall be punishable by a fine of two hundred fifty dollars (\$250.00) up to one thousand dollars (\$1,000.00) for each day of the continuing violation. Such penalty shall be assessed against the owner, occupant, or any person or entity responsible for the maintenance of such property.
 - (2) ~~Nonresident dumping offense:~~ Any violation of a provision of Section 100.010.035 by a nonresident of the City shall be punishable by a fine of one thousand dollars (\$1,000.00) for each day of the continuing violation.

100.010.060 – Garbage, Refuse & Trash Solid Waste Collection

- (a) *Removal.* It shall be the responsibility of the residential customer including the homeowner, property manager and/or resident to remove furniture, appliances, dirt, rocks, or construction debris from their property. All diverted materials shall be owned by and be the responsibility of the residential customer until collected, and then shall become the property and responsibility of the collector. Except for purposes of inspection to assess compliance, no person or party other than the customer or collector shall take possession of any materials placed for collection. Each violation shall constitute a separate and distinct offense that is punishable as provided in this article.
- (b) *Collection vehicles generally.* All vehicles used in collecting refuse, ~~garbage, refuse and trash~~ solid waste shall be equipped with a tight box or tank which shall be constructed entirely of metal and shall have a cover so as to prevent the escape of substances and foul odors from substances after being placed therein. All such vehicles shall be kept thoroughly clean.
- (c) *Placement of containers for collection.* All ~~garbage, refuse and trash~~ solid waste shall be placed and kept in containers suitable to not attract or to be edible by animals or wildlife, near the alley abutting the premises or, if there is no alley, in some accessible place where it can be removed by the collector.
- (d) *Collection and removal.* All ~~garbage, refuse and trash~~ solid waste shall be collected and removed by the owner or occupant of the premises generating the same, by employees of the City acting in furtherance of the City's solid waste disposal system, by persons under contract with the City for such purpose or by persons holding a certificate of public convenience and necessity issued by the Public Utilities Commission of the State. No other person shall collect such materials within the City or convey them over or upon any of the streets, alleys or rights-of-way of the City.

- (f) *Collection schedule.*
- (1) No owner of any vacant land;_i residential occupant or owner;_i owner, manager or operator of any multi-family residence or private club;_i or owner, operator or employee of any commercial or industrial establishment shall fail to have solid waste containers of sufficient size and number to contain the accumulation of garbage, refuse and trash solid waste or to have it collected frequently enough so that it does not putrefy or accumulate on the premises or so that is not attractive to or edible by animals or wildlife that container lids remain closed and solid waste materials do not overflow the container.

100.010.065 – Animal and Wildlife Protection

- (f) Persons, places of business or occupants of premises may place non-wildlife-resistant solid waste containers containing any trash or organics material at the curb, near the alley abutting the premises, or if there is no alley, in some accessible place where it can be removed by the collector between the hours of 6 a.m. and 7 p.m. on their designated collection day only. These containers shall be removed to a secure location such as inside the house, garage, enclosure or other area approved by the City during all other times. It is recommended that recyclable material containerization be managed in the same manner.

- (g) Add If animals or wildlife gain access to non-wildlife-resistant containers two (2) or more times during any twelve (12) month period, the City may require wildlife-resistant containers for all subsequent collections.

100.010.070 – Violations

100.010.070 – Collector Provision of Volume-Based Trash and Recyclables Collection to Group Accounts

- (a) Any group account that is provided with trash collection on the effective date of this section 100.010.XXX by any collector other than a collector under contract to the City for providing residential collection services shall be provided with combined or bundled volume-based trash and recycling service. Provision of this service shall result in the selection by each resident of a level of service and establishment of a new or amended subscription or contract with the group account representative, which shall be established in writing and available to the City upon request. If the hauler providing service chooses not to comply with this section, it may terminate the existing contract or service agreement with no penalty to the customer.
- (1) Volume-based trash service. Each residential unit in any group account shall select their level of service from at least three (3) standard trash container options with weekly collection that includes a small (30 to 39 gallon), medium (60 to 69 gallon) and large (90 to 99 gallon) solid waste container.
- (2) Recycling service. Each residential unit in any group account shall be provided with recycling service regardless of the trash container size;
- a. The solid waste containers or recycling bins provided to each unit for recyclables collection shall have a capacity of at least 30 to 39 gallons and collection frequency shall be at least every-other-week
- b. Collectors shall not mix recyclables or any other materials set out for collection separately from trash with other solid waste or dispose of same as trash
- c. Collectors shall give the collection of recyclables the same priority as is given to the collection of trash
- (3) Containers. All solid waste shall be stored and collected in solid waste containers or wildlife-resistant containers with the exception of recycling containers which may be open bins provided they comply with the size requirements defined in this section; the City's preference is for recycling carts with lids. Nothing prohibits the collector from allowing customers to provide solid waste containers if they are compatible with the collector's collection equipment and comply with the requirements of this section. All containers shall be:
- a. Of a sufficient capacity and collected at a frequency that allows lids to close fully and prevents material overflow outside of the container

- b. Of a sufficient capacity and collected at a frequency that prevents any public health danger, fire danger or inhibition of the public right-of-way
 - c. Maintained in a serviceable condition if provided by the collector
- (b) Bundled trash and recycling pricing. The cost of trash and recyclables collection service shall be bundled as one price for each residential unit. Collectors may charge a fair market rate for the small trash and recycling service bundle, which shall include the cost of containers if provided by the collector. Pricing for larger levels of service shall be incrementally increased such that the cost of the medium trash and recycling service bundle is two (2) times the small bundle, and the cost of the large trash and recycling service bundle is three (3) times the small bundle. Each additional large trash container provided to any resident shall be assessed at an additional large service bundle price.
- (1) Any resident may change trash or recycling container sizes within the first thirty (30) days after the effective date of this section at no extra cost.
 - (2) It shall be unlawful for a collector to divide or diminish pricing when any resident or group account customer expressly declines recycling service for any reason.
 - (3) Nothing in this article prohibits collectors from assessing separate charges for overloaded trash containers, contaminated recyclables or other extra services.
- (c) Trash container overloading. It shall be unlawful for collectors to service an overloaded trash container that does not fully close or allows trash outside of the container unless the collector accounts for and bills the customer for extra trash at a rate that is proportional to that residential unit's trash and recycling service bundle pricing.
- (d) Notification. In offering or arranging for service, collectors shall provide each group account with a reasonable description of the full range of trash and recycling container options and volume-based pricing for the bundled collection services.
- (e) Nothing prohibits the collector from establishing rules for its customers regarding materials accepted for collection or related to customer or collector safety.

100.010.080 – Collector Reporting Requirements

- (a) Every collector other than a collector under contract to the City for providing residential collection services shall file an annual report for the previous calendar year. Reports shall be submitted within 30 calendar days of the end of the year and the first report shall be submitted by January 30, 2024 for the previous year.
- (b) Reporting shall be completed on the reporting form provided by the City and provide the following information:

- (1) Customer account totals including all and only those serviced within the City of Glenwood Springs;
- a. Total number of customers with individual, discrete solid waste containers
 - b. Total number of customers with dumpsters
 - c. Total number of customers with compactors
 - d. Total number of customers with roll-off containers
 - e. Total number of customers with other containers
- (2) Material weights including all and only those collected within the City of Glenwood Springs. City-only weights for loads that include materials collected both inside and outside of the City and for loads for which weights are not reasonably available may be estimated using a methodology that is acceptable to the City Manager. Weight reporting shall include;
- a. Tons of trash
 - b. Tons of recyclables collected separately from trash
 - c. Tons of organics collected separately from trash
 - d. Tons or cubic yards of construction and demolition debris collected for landfilling and collected separately from trash (if any)
 - e. Tons or cubic yards of other materials collected separately from trash
- (c) Violations of this section may result in the denied renewal, suspension or revocation of the collector's business license. (need to check that this is not in conflict with 050.11.125)

100.010.090 – Animal and Wildlife Protection

- (b) It shall be unlawful for the owner, occupant or any person with responsibility for maintenance of any property located within the City, including properties used for special events and properties that are the site of construction activities, to permit the accumulation on the property of garbage, refuse or trash attractive to or edible by animals or wildlife. ~~Garbage, refuse, and trash~~ solid waste shall be stored on and collected from such properties in accordance with the provisions of this article.
- (c) It shall be unlawful for any person to knowingly leave or store any ~~garbage, refuse, trash,~~ solid waste, recyclable, food product, pet food, grain, salt or any other materials attractive to or edible by animals or wildlife in a manner which may attract or entice animals or wildlife.

- (h) Persons, places of business or occupants of premises may place non-wildlife-resistant solid waste containers containing any trash or organics material at the curb, near the alley abutting the premises, or if there is no alley, in some accessible place where it can be removed by the collector between the hours of 6 a.m. and 7 p.m. on their designated collection day only. These containers shall be removed to a secure location such as inside the house, garage, enclosure or other area approved by the City during all other times. It is recommended that recyclable material containerization be managed in the same manner.

- (i) Add If animals or wildlife gain access to non-wildlife-resistant containers two (2) or more times during any twelve (12) month period, the City may require wildlife-resistant containers for all subsequent collections.

100.010.100 - Violations



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: 1205 Riverside Drive Acquisition

Action Requested: Approval of contract

Department: Attorney

Presented By: Karl Hanlon

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Attached please find a purchase contract for the purchase of 1205 Riverside Drive. This property is adjacent to other City owned property along the river west of the High School. The purchase price is \$1,800,000 with appraisal, usual due diligence, and a closing set for August 1. The seller would like to lease back a small garage on the property for up to the next year as part of the purchase price.

Issues: NA

Fiscal Impact: Detailed in contract

Legal Review: Reviewed

Staff Recommendation: Approval

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 6/12/2023

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. **Buyer.** CITY OF GLENWOOD SPRINGS, COLORADO (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** .

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. **Seller.** Gerald R. Waters (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Garfield, Colorado (insert legal description):

Assessors Parcel 2185 161 48 002

known as: 1205 Riverside Drive, Glenwood Springs, CO 81601

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

garage and sheds

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

no exceptions

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

none

2.6. **Exclusions.** The following items are excluded (Exclusions):

none

2.7. **Water Rights, Well Rights, Water and Sewer Taps.**

☐ 2.7.1. **Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

- ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

[n/a](#)

- ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

- ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

[n/a](#)

- 2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

[n/a](#)

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

- 2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

- 2.7.7. Water Rights Review.** Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

- 2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

[n/a](#)

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	6/22/2023 Thursday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	6/29/2023 Thursday
4	§ 8	Record Title Objection Deadline	7/7/2023 Friday
5	§ 8	Off-Record Title Deadline	6/29/2023 Thursday
6	§ 8	Off-Record Title Objection Deadline	7/7/2023 Friday
7	§ 8	Title Resolution Deadline	7/10/2023 Monday
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	6/19/2023 Monday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	

13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	6/29/2023 Thursday
23	§ 6	Appraisal Objection Deadline	7/11/2023 Tuesday
24	§ 6	Appraisal Resolution Deadline	7/14/2023 Friday
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	6/29/2023 Thursday
31	§ 10	Inspection Objection Deadline	7/7/2023 Friday
32	§ 10	Inspection Resolution Deadline	7/12/2023 Wednesday
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	6/29/2023 Thursday
35	§ 10	Due Diligence Documents Objection Deadline	7/7/2023 Friday
36	§ 10	Due Diligence Documents Resolution Deadline	7/12/2023 Wednesday
37	§ 10	Environmental Inspection Termination Deadline	6/29/2023 Thursday
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	8/1/2023 Tuesday
44	§ 17	Possession Date	8/1/2023 Tuesday
45	§ 17	Possession Time	closing
46	§ 27	Acceptance Deadline Date	6/16/2023 Friday
47	§ 27	Acceptance Deadline Time	noon
48			
49			

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,800,000.00	
2	§ 4.3.	Earnest Money		\$ 25,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 1,775,000.00
10		Total	\$ 1,800,000.00	\$ 1,800,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$n/a (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **good funds**, will be payable to and held by **land title** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☒ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase

Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE

AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of ; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

Seller has a current survey completed by Sopris Engineering. He will not provide any further surveys

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***n/a*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

There are no leases on property

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.4.13.** Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have

not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by [mutual agreement](#).

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☒ **Taxes for the Calendar Year Immediately Preceding Closing**

☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other**

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and any applicable

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 100.00 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy.

This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to

Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [text](#).

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. Buyer will agree to rent garage on north side of property to Seller for one year from date of closing for \$1.00. Seller will carry insurance on building with City of Glenwood Springs named as additional Insured.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

n/a

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

n/a

Signatures

← BUYER'S SIGNATURE
Buyer: CITY OF GLENWOOD SPRINGS, COLORADO By: Ingrid Wussow,, Mayor

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Gerald R. Waters

Date: 6/13/2023

Seller: **Gerald R. Waters**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer**
☐ **Other** no compensation to buyer.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **The Property Shop**

Brokerage Firm's License #:

Broker's Name: **Marianne Ackerman**

Broker's License #:

Address: ,

Ph: Fax: Email Address:

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** ☐ (Clr) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** ☐ (Clr) in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other**
 . ☐ (Clr)

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **The Property Shop, Inc.**

Brokerage Firm's License #: **EC 40017342**

Broker:



Date: **6/12/2023**

Broker's License #: **FA1315764**

Address: **1117 Grand Avenue Glenwood Springs, CO 81601**

Ph: **970-947-9300** Fax: **970-947-9335** Email Address: **marianne@propertyshopinc.com**

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: 27th Street Underpass Update

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: Roaring Fork Transit Authority (RFTA) will present a brief update on this project.

Issues: NA

Fiscal Impact: The City has budgeted a contribution of \$750,000 from the Acquisition and Improvements (A&I) Fund and \$100,000 from the Transportation (Bus Tax) Fund.

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: State Proposition 123 Commitment Requirements

Action Requested: Direction on submitting a letter of commitment to participate in Proposition 123 funding program.

Department: Economic and Community Development

Presented By: Hannah Klausman

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

Background Info: The state-wide Proposition 123 was passed by the voters in November of 2022. It is a measure that makes significant funding available for affordable housing for jurisdictions that participate in the program and meet its requirements. Approximately \$290 million is expected to be available in its first year, which will fund six programs: land banking, equity for affordable housing projects, concessionary debt for affordable housing projects, affordable home ownership, homelessness prevention, and capacity building for local governments. Access to State funding is contingent upon the City meeting State requirements.

Local Government Affordable Housing Commitments must be filed with the Division of Housing to receive funding made available by Proposition 123. Municipalities make commitments on behalf of the entirety of their jurisdiction, while counties are responsible only for unincorporated areas. Entities will be ineligible for Proposition 123 funding if their project is located in, or program operates within, a municipality or unincorporated area of a county that has not filed, or is out of compliance with, their commitment -- even if the entity is otherwise eligible.

Issues: **Commitment to Increase Affordable Housing Units by 3% Annually**
Once an interested local government has determined its baseline number of affordable housing units, it can then plan its commitment to increase that number by 3% each year for a 3-year period ending on December 31, 2026. Ultimately, DOH and its partners will be working with any interested local government to submit its commitment no later than the deadline established in Proposition 123, which is November 1, 2023. Funding programs may be available sooner than the November 1st deadline, so DOH encourages local governments to commit as soon as possible.

Housing units are considered as affordable if:

- Rental units:
 - Costs less than 30% of the monthly income for a household at or below 60% of the median income.
- For-sale units:
 - The mortgage payment costs less than 30% of the monthly income for a household at or below 100% of the median income.
 - The unit could be purchased by a household at or below 100% of the median income.

100% Median Income for Glenwood Springs 2022 (the data year to be used) is \$66,000 for one person, \$75,400 for a two-person household, \$84,800 for a three-person household, and \$94,200 for a four-person household. Affordable home prices in those

categories are as follows:

\$66,000 income = \$216,773 home price*

\$75,400 income = \$247,477 home price*

\$84,800 income = \$278,416 home price*

\$94,200 income = \$309,237 home price*

* Assumes a 5% down payment, and 6% fixed interest rate

The State Department of Local Affairs provided a Baseline Assessment Tool that helps calculate the numbers for a baseline of affordable housing units within a jurisdiction. Staff has included attachments with a very draft estimate on a baseline for Council consideration.

Staff included a slide from training on Friday June 9, 2023 provided by Department of Communications, Gary Community Ventures that includes reasoning for moving forward with opting in now.

Compliance

It is important to note that Proposition 123 requires a local government to file a commitment specifying how it will increase a combination of its newly constructed affordable housing units and its existing units converted to affordable housing over its determined baseline number of affordable housing units by 3% each year. The Division of Housing interprets this to mean that ultimately a demonstration of a 9% increase over the baseline at the end of the 3-year commitment period ending on December 31, 2026 satisfies this requirement even if a 3% increase may not be accounted for in a particular year during that time frame.

If a commitment is not filed by November 1, 2023, the City and any development project in the City's jurisdiction are ineligible to receive any funding during the 2024 calendar year. The City would be able to file a commitment the following year by November 1, 2024, for a 2-year commitment to increase its affordable housing stock by a total of 6% by December 31, 2026.

If the City is unable to meet its 9% total commitment by December 31, 2026, then it and any development project in its jurisdiction are ineligible to receive any funding for calendar year 2027, however we may file a new commitment by November 1, 2027, for a 2-year commitment to increase its affordable housing stock by a total of 6% by December 31, 2029.

As an interested local government works to package its commitment and file it with DOH by November 1, 2023, it does not have to include verification of a "fast-track approval process" in this initial commitment. This will be a requirement in future commitments starting with the one due by November 1, 2026.

Fiscal Impact:	The commitment to increase affordable housing by 3% annually will likely take financial support from the City workforce housing fund.
Legal Review:	Legal will assist with drafting and executing a commitment letter.
Staff Recommendation:	Staff defers to Council.

Why Opt-In Now?

- Proposition 123 provides significant new resources for programs and development of affordable housing.
- The fast-track development review requirements do not kick in until 2026.
- With ARPA funds being expended at the state, other state fund sources are limited and will go quickly.
- Proposition 123 funds provide more flexibility and uses than federal housing resources and can serve higher incomes.
- If you have affordable developments in process in your community, you want to give them the best chance at gap funding to complete their project.
- As soon as you opt in you can begin counting units towards the 9% three year commitment.



What Is Opting-In?

- It is a process where the local government opts into the program by defining its baseline number of housing units and commits to increasing their baseline by 3% a year or 9% by 2026.
- The state will confirm 9% was delivered at the end of three-years (no annual compliance).
- The units must be “net” new units; new construction or conversion from market to affordable housing.
- State will not review progress until 2026.
- If the local government does not meet its 9% target it will not be eligible for funding in 2027.
- There is a possibility that these calculations are modified in the future.



Why Opt-In Now?

- Proposition 123 provides significant new resources for programs and development of affordable housing.
- The fast-track development review requirements do not kick in until 2026.
- With ARPA funds being expended at the state, other state fund sources are limited and will go quickly.
- Proposition 123 funds provide more flexibility and uses than federal housing resources and can serve higher incomes.
- If you have affordable developments in process in your community, you want to give them the best chance at gap funding to complete their project.
- As soon as you opt in you can begin counting units towards the 9% three year commitment.



Opting-In Tools on DOH Website

- DOH provides a tool for calculating and submitting an application to opt-in.
- The tool provides drop down choices that auto-calculate the baseline based on certain assumptions.
- Selections should be backed up with a rationale (inflation, availability of for-sale units and if you choose an alternative AMI from your own)
- Applications can be submitted now but have to be in by Nov 1 for next three- year cycle.
- First funding streams are anticipated to be available in July.
- Communities can count units once they have formally opted into the program.



Prop 123 Technical Assistance with DOLA

DOLA is engaging a consulting firm to provide FREE technical assistance to local governments in establishing their baseline and 3% annual growth commitments.

- 2 hour sessions
- virtual or on-site
- tailored to either "beginner" or "advanced" audiences, depending on your jurisdiction's level of experience with affordable housing, and current understanding of Prop 123 requirements
- Regional collaboration is encouraged –
 - e.g. small-group sessions with multiple jurisdictions, several neighboring counties, municipalities, COGs, or sessions designed for urban, rural, or rural resort communities.

When: Starting mid-July through October 2023 (prior to the Nov 1 deadline to file commitments)



Baseline Assistance Tool

Overview

Definitions

Help

Welcome to the State of Colorado's Baseline Assistance Tool. This resource can be used to calculate the baseline amount of affordable housing within a municipality or county, which can then be incorporated into a commitment to annual increases in affordable housing.

Local governments file a commitment with the Division to unlock funding for affordable housing projects and programs made available by Proposition 123.

To learn more about baselines, commitments, and Proposition 123 go to [this page](#).

Selections

Start here

Step 1: Select a jurisdiction type

Municipality

Step 2: Select a Municipality

Glenwood Springs city

Step 3: Income Limit Type

Area Median Income

Step 4: Select an Income Limit Year

2022

Step 5: Select an Income Limit

Own AMI - Garfield County

Household Size

1

3

8

Economic Variables

The data collected by the U.S. Census Bureau may have limitations that could prevent it from better illustrating the baseline amount of affordable housing within your jurisdiction. Adjust these economic variables as appropriate to harmonize the data with current economic conditions and the statutory requirements on baseline definitions.

Sale Unit Availability Rate

0%

21%

100%

Only for-sale homes that can be purchased over the commitment period by a household at 100% of the median income are considered affordable. The American Community Survey does not provide data on home sales, but it does provide data on moves into owner-occupied stock housing stock. Roughly 21% of homeowners in Colorado moved into their home from 2019 to 2021, which is provided as the default value above.

Inflation Rate

0%

0%

100%

Homebuyer Variables

Adjust these homebuyer variables to change the price of an affordable for-sale home based on appropriate factors in your jurisdiction. Your choices will be used to calculate the maximum mortgage payment that is affordable at 100% of the median income.

Mortgage Interest Rate

0%

6%

10%

Mortgage Term (Years)

30

Property Tax Amount (Annual)

3000

Property/Mortgage Insurance Amount (Annual)

1000

Down Payment

0%

5%

100%

Results

Selected Median income

\$84,800

This median income selection was calculated based on your choices above.

Baseline Estimate

1,150

Annual Goal

34

Three Year Cycle Goal

104

Income Limits and Max Prices/Rates Based on Your Selections

These income limits have been calculated based on your selections in the sidebar:

Homeowner/Homebuyer Income Limit ?

\$84,800

Renter Income Limit ?

\$50,880

These Max Affordable For-Sale Prices and Rental Rates are calculated based on the income limits above:

Max Affordable For-Sale Price

\$310,651

Max Affordable Rent ?

\$1,272

Included: mortgage principal, interest, homeowners insurance, and property taxes.

Included: rental payments.

Excluded: utilities payments of any kind, HOA fees, and lot rents for mobile homes.

Excluded: utilities payments of any kind.



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Ordinance 2023-10; Code Amendments to Title 070 including Sections 070.040.080, 070.040.090 related to site and building design

Action Requested: Approval of Code Amendments to Title 070 Development Code.

Department: Economic and Community Development

Presented By: Hannah Klausman, Karl Hanlon

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Recent residential projects have illustrated that Section 070.040.080 Variety of Housing standards, may not be functioning as the Code intends. Staff is proposing possible changes to the Code to further the goals of the City as well as the intent of the site design standards.

Planning and Zoning Commission reviewed the Code Amendments at their regularly scheduled May 23, 2023 meeting and voted unanimously to recommend the amendments. Included in the amendments are sections of code that during implementation, staff has identified as needing clarification or modification.

Issues: Minimum Variety
Currently, the City's housing variety regulations apply to large development parcels of 3 acres or more and provide a list of five (5) housing categories to choose from to meet the requirements. Section 070.040.080(e)(3) reads as follows:

(3) *Variety of Housing Types.* Development parcels encompassing more than three (3) acres shall incorporate a minimum of two (2) housing types. Development parcels larger than six (6) acres shall incorporate a minimum of three (3) housing types. The following housing types may be used to satisfy these standards:

- a. Detached single-family dwellings;
- b. Accessory dwelling units;
- c. Two-family dwellings;
- d. Single-family townhouse dwellings; or
- e. Multi-family dwellings other than two-family or townhouse dwellings.

The application of this code allows for projects to provide minimal variety to meet the standard. For example, a project with 100 multifamily units could provide a single duplex to meet the standard as there is no minimum percentage for application. To avoid projects applying only the minimum amount, staff and Planning and Zoning Commission recommend changing the threshold to unit counts and including a base threshold of 10% of the total units if not identified specifically in the category.

The proposed unit count threshold would replace the acreage currently in place. Planning and Zoning Commission recommended implementing requirements at 40 units, then 80 units, and finally 120 units with tiered requirements as follows:

Projects including 40 units would need to provide a minimum of two housing types.
Projects including 80 units would need to provide a minimum of three housing types.
Projects including 120 units would need to provide a minimum of four housing types.

Staff has included this language in Exhibit A, *Draft Code Amendments*, attached to this report. Council may want to review the thresholds to ensure compatibility with strategic priorities.

Housing Types

In addition to changing the thresholds for application, the categories for Housing types also warrant review. The purpose section of 070.040.080 Residential Site and Building Design Code includes "Encourage a variety of housing choices for Glenwood Springs Residents." With recent substantial increases in housing costs and availability, staff believes this purpose also applies to a variety of price and size choices for Glenwood Springs Residents. Staff and Planning and Zoning Commission reviewed and recommend the following additional housing types to be added as category options:

1. 100% of units are resident occupied as defined in the Glenwood Springs Housing Guidelines.
2. 70% of the total number of units deed restricted to an average of 100% Area Median Income.
3. Three different bedroom count configurations. Each bedroom type shall be a minimum of 10% of the total dwelling units.

Exceptions.

Staff has included an exemption for projects where 100% of the units are restricted to below 90% Area Median Income. Projects like this typically receive Low-Income Housing Tax Credits with affordability at or below 80% Area Median Income or are heavily subsidized by mission-driven non-profit organizations. Reducing barriers to these types of rare projects ensures deeper affordability for units being developed in Glenwood Springs. Staff has included an exception where projects meeting this criteria would be required to provide a

Fee In Lieu

Staff has also included a mechanism to pay a fee-in-lieu of providing the housing variety requirements. Fees-in-lieu of requirements is a common practice in development. The Municipal Code allows in-lieu payments for other items such as sidewalks, parkland dedication, and previously had a fee-in-lieu for the Inclusionary Housing requirements. There are advantages and disadvantages to allowing payments in-lieu of code requirements. Some of those are detailed below for consideration.

Advantages	Disadvantages
Create mechanism to fund housing units that inclusionary policies do not produce (e.g., units for households with extremely low incomes) or fund other local housing priorities	May result in fewer on-site units and less mixed income development
Provide leverage for other funding sources	Could lead to construction activity that reinforces patterns of segregation
Increase flexibility for developers, particularly for smaller developments	May result in on or off-site units that are of lower quality
Make development process more predictable	

Staff has included language that would dedicate funds received from a fee-in-lieu for housing variety to a specific fund for affordable and workforce housing including a buy-down program. These funds could bolster the recently passed housing fund from the 2C ballot measure in November 2022. The exact amount of the fee-in-lieu would be determined and adopted by City Council resolution pending approval of these proposed amendments.

Inclusionary Zoning

The housing type amendments are intended to coordinate and comply with the City's Inclusionary Housing requirements in Section 070.045 Community Housing Standards. Units in a development that are being deed restricted to meet 070.045 requirements can count towards the percentages of housing types and access incentives indicated in 070.045.080 Incentives for Community Housing Units.

Other Code Amendments

Staff has also included several other code amendments outside of the Housing Variety topic. In the process of applying the revised development code adopted in 2018, City staff discovered provisions that need clarification or modification relating to residential, nonresidential, and mixed-use site and building design. Those include the following:

Applicability

Both the residential and nonresidential mixed-use site and building design standards include applicability and exceptions that reference renovation and additions. Currently projects that propose under 50% addition to the existing floor area are not subject to design standards. Staff believes this was an oversight as a 50% increase in floor area can be quite substantial and without design requirements could result in noncompatible building additions. Staff has included language that lowers this threshold to 20%.

Lot Coverage

Lot coverage standards apply to infill development. The current language fails to address how vacant lots can develop if they are infill and only addressed existing development scenarios. Staff has added clarifying language to indicate the maximum lot coverage for vacant lots for infill residential at 50%, which matches other code requirements.

REVIEW CRITERIA AND STAFF ANALYSIS

A Code amendment is a legislative decision by the City Council with a recommendation from the

Planning and Zoning Commission. Prior to approving a proposed Code amendment, City Council shall consider whether and to what extent the proposed amendment meets the following five criteria. Staff analysis is included after each criterion.

i. Is consistent with the Comprehensive Plan and other City policies;
The proposed amendment supports several goals and strategies identified in the Comprehensive Plan. Those include:

- Promote long-term, sustainable, and diverse economic development
- Provide equitable and diverse housing for the entire community
- Support social diversity Strategies
- Promote Mixed-Use development
- Provide diversity in housing types

ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;

Staff believes the code changes are compatible with the Code as they expand on an existing requirement, and maintain the intent as stated.

iii. Is necessary to address a demonstrated community need;

The City's housing needs are detailed in a 2019 Regional Housing study that identified the need for approximately 2,000 units across all income levels. A variety of housing types and configurations is needed to address that shortfall.

iv. Is necessary to respond to substantial changes in conditions and/or policy;

The City of Glenwood Springs has seen an increase in large residential projects with homogenous housing types in the last five years. In order to provide better transparency to the development community and clarity of desired housing character in Glenwood Springs a code change is warranted.

v. Is consistent with the general purpose and intent of this Code.

The code amendments meet the stated intent of the residential building design standards and the general purpose of the Code.

Fiscal Impact: The proposed amendments are likely to make development projects incur additional costs. The exact costs are unknown.

Legal Review: Legal drafted the code language parameters.

Staff Recommendation: Staff and Planning and Zoning Commission recommend approval of the Code Amendments to Title 070, with the following suggested findings.

i. Is consistent with the Comprehensive Plan and other City policies;

ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;

iii. Is necessary to address a demonstrated community need;

iv. Is necessary to respond to substantial changes in conditions and/or policy; and

v. Is consistent with the general purpose and intent of this Code.

ORDINANCE NO. 10

Series of 2023

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070 SECTIONS 070.040.080, 070.040.090, OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, on August 2, 2018, City Council approved a revised development code as set forth in Title 070 of the Municipal Code; and

WHEREAS, in the process of applying the revised development code, City staff discovered provisions that need clarification or modification relating to residential, nonresidential, and mixed-use site and building design; and

WHEREAS, City staff also identified the need for additional Code provisions to address issues that were not contemplated in the originally approved 2018 Code update, including additional housing variety standards; and

WHEREAS, recommended amendments to the development code to address the foregoing issues are set forth on **Exhibit A** attached hereto; and

WHEREAS, on May 23, 2023, the Planning and Zoning Commission found that the recommended amendments on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(c)d.3. and recommended adopting the amendments on Exhibit A; and

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

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

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

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

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 15TH DAY OF JUNE, 2023.

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS _____ DAY OF _____ 2021.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

070.040.080 Residential Site and Building Design.

- (a) *Purpose.* This Section is intended to:
- (1) Promote high-quality residential development and construction;
 - (2) Protect the character of Glenwood Springs' established residential neighborhoods;
 - (3) Promote new residential developments that are distinctive, have character, and relate and connect to established neighborhoods;
 - (4) Encourage a variety of housing choices at varying affordability levels for Glenwood Springs residents;
 - (5) Provide variety and visual interest in the exterior design of residential buildings;
 - (6) Protect and enhance property values; and
 - (7) Enhance the residential streetscape and diminish the prominence of garages and parking areas.
- (b) *Applicability.*
- (1) *General.*
 - a. This Section shall apply to:
 1. Development, addition, or renovation, of any structure that will contain only residential uses, including single-family detached dwellings, two-family dwellings, single-family townhouse dwellings, and multi-family dwellings;
 2. An addition or renovation to an existing structure that will contain a residential use where the total gross floor area of the proposed addition is ~~fifty (50)~~ twenty (20) percent or more than that of the total gross floor area of the existing structure before addition or renovation; and
 3. Structures that are exclusively residential and are included as part of a multi-building mixed-use development.
 - b. In cases where building modifications are subject to these standards, only the modification shall be subject to compliance with this Section. For purposes of this standard, "modifications" shall not include routine maintenance and repair of a building, changes to signage, or general repairs to a surface parking area, changes to landscaping, or other features on the parcel. The Director shall determine if a modification shall be subject to these standards.
 - c. All standards in this Section 070.040.080 that apply to "multi-family" shall apply to multi-family dwellings and single-family townhouse dwellings.
 - (2) *Exceptions.* This Section shall not apply to the following:
 - a. Development of any structure that will contain a mix of nonresidential and residential uses (which are subject instead to Section 070.040.090, Nonresidential and Mixed-Use Site and Building Design), including live-work dwellings;
 - b. An addition or renovation project, where the total gross floor area of the proposed addition is less than ~~fifty (50)~~ twenty (20) percent of the total gross floor area of the existing structure before addition or renovation except for Subsections 070.040.080(d)(3) surface Parking Configuration Locations, 070.040.080(d)(4)Refuse Containers, 070.040.080(e)(5) Four-sided Design., 070.040.080(e)(6) Building Materials;

-
- c. Properties subject to the Hillside Development standards (Standards in Subsection 070.040.020(b) Hillside Development);
 - d. Subdivision or condominiumization of existing structures;
 - e. Properties subject to the Glenwood Meadows Annexation and Development Agreement; or
 - f. Accessory dwelling units (which are subject to the standards in Subsection 070.030.040(d)(1), Accessory Dwelling Units).
- (3) *Planned Unit Developments.*
- a. Development of a residential structure within any new Planned Unit Development established after the effective date of this Code shall be subject to this Section 070.040.080, unless alternative residential site and building design standards are adopted as part of the PUD approval that, in the determination of the Director, are at least equal to the standards set forth in this Section.
 - b. Development of a residential structure within an existing Planned Unit Development established prior to the effective date of this Code is exempt from this Section 070.040.080.
- (c) *Administration.*
- (1) *Alternative Equivalent Compliance.*
- a. *Purpose and Scope.* To encourage creative and unique design, "alternative equivalent compliance" allows development to occur in a manner that meets the intent of this Section, yet through an alternative design that does not strictly adhere to the Section's standards. This is not a general waiver of regulations. Rather, this authorizes a site-specific plan that is equal to or better than the strict application of the standard.
 - b. *Applicability.* The alternative equivalent compliance procedure is available only for the standards in Subsection 070.040.080(e), Residential Building Design and Character, and Subsection 070.040.080(e)(10), Supplemental Architectural Design Standards: Downtown Core.
 - c. *Alternative Equivalent Compliance Meeting Required.* An applicant proposing alternative equivalent compliance shall request and attend an alternative equivalent compliance meeting prior to submitting application materials for the applicable permit(s), to determine the preliminary response from the Director. Based on the response, the application shall include sufficient explanation and justification, in both written and graphic form, for the requested alternative compliance. The Director may require that the applicant provide additional drawings and/or material samples in order to better understand the need for the proposed alternative.
 - d. *Decision-Making Responsibility.* Final approval of any proposed alternative compliance shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.
 - e. *Criteria.* Alternative equivalent compliance may be approved if the applicant demonstrates that following criteria have been met by the proposed alternative:
 - 1. Achieves the intent of the subject standard to the same or better degree than the subject standard;
 - 2. Advances the goals and policies of this Code to the same or better degree than the subject standard;
 - 3. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and

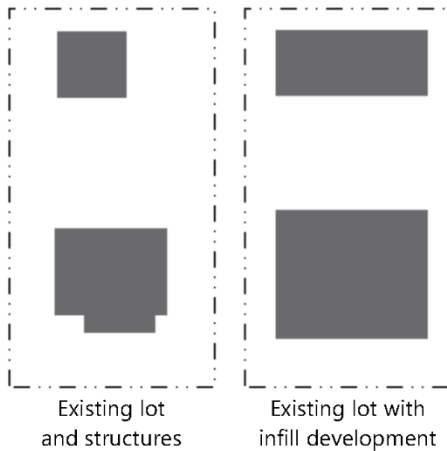
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4. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Code.
- f. *Effect of Approval.* Alternative equivalent compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.
- (2) *Site/Architectural Plan Review Process.*
- a. Review for compliance with these standards shall occur at the time of site/architectural plan review. Where site/architectural plan review is not required, review for compliance with these standards shall occur prior to issuance of a building permit.
- b. Interpretations as to applicability or design requirements contained within this Section shall be the responsibility of the Director. Appeals of the Director's interpretations shall be heard according to the process set forth in Subsection 070.060.070(c), Appeals.
- (d) *Residential Site Design Standards.*
- (1) *General Intent.* These residential site design standards are generally intended to:
- a. Encourage the use of creative site planning and design techniques that complement Glenwood Springs' unique topographic features;
- b. Protect the established character of the City's residential neighborhoods while allowing for the natural evolution of the City's neighborhoods through renovations, infill, and redevelopment;
- c. Reinforce and continue to allow the variation in streetscape character found in Glenwood Springs' neighborhoods;
- d. Protect the privacy and solar access of neighboring residents in areas where infill and redevelopment and higher-density development are likely to occur over time;
- e. Promote a more compact and pedestrian-friendly pattern of residential development, especially in mixed-use areas and along travel corridors that have traditionally been occupied by auto-oriented commercial development; and
- f. Reduce the visual impacts of surface parking on the City's street frontages.
- (2) *Dimensional Standards.*
- a. *Front Yard Setbacks.* For all residential development, front yard setbacks are based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts.
- b. *Side Yard Setbacks.*
1. For all residential development, side yard setbacks for primary structures are based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts.
2. Side yard setbacks for garages and other buildings accessory to residential uses shall be a minimum of five (5) feet, provided the garage does not exceed one (1) story in height. A zero-foot side setback may be used to accommodate a common garage that is shared across a side lot line. Garages that exceed one (1) story in height shall comply with the setback applicable to primary structures.
- c. *Rear Yard Setbacks.*
1. For all residential development, rear yard setbacks are based on the applicable zoning district and are set forth in Article 070.020: Zoning Districts.
2. An accessory structure ~~that does not include a living unit~~ may be located in a required rear yard setback, provided that not more than forty (40) percent of the rear yard setback area

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

d. *Lot Coverage.*

1. *Maximum Lot Coverage.* For infill residential development, maximum lot coverage shall be fifty (50) percent of the total lot area, or twenty-five (25) percent above the existing lot coverage, whichever is less. For vacant lots, maximum lot coverage shall be fifty (50) percent of the total lot area. (Figure 040-11: Maximum Lot Coverage Example Calculations)

Example A



Lot size: 6,000 sf

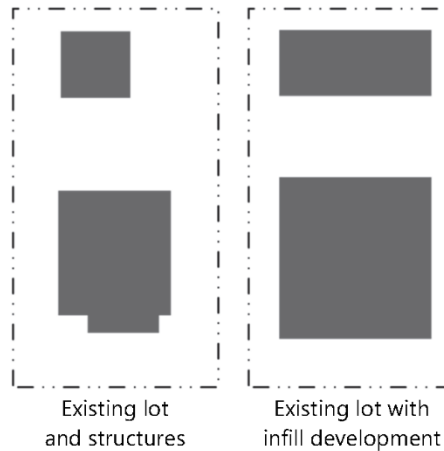
Existing lot coverage: $(1,250/6,000) = 21\%$

Allowable lot coverage: $21\% + 25\% = 46\%$

Allowable lot coverage in square feet:

$46\% \times 6,000\text{sf} = 2,800\text{ sf}$

Example B



Lot size: 6,000 sf

Existing lot coverage: $(1,850/6,000) = 30\%$

Allowable lot coverage: 50%

Allowable lot coverage in square feet:

$50\% \times 6,000\text{sf} = 3,000\text{sf}$

Figure 040-11: Maximum Lot Coverage Example Calculations

2. *Lot Coverage in Sensitive Areas.* In areas subject to Section 070.040.020, Sensitive Area Protection, lot coverage may be further limited by the establishment of limits of disturbance as required by Subsection 070.040.020(a)(4), Limits of Disturbance.

(3) *Surface Parking Configuration and Location.*

a. *Generally.*

1. For all residential development, off-street parking within the front yard setback (not including parking within a driveway) is prohibited.
2. For multi-building developments, surface parking lots shall be internalized in building groupings and located away from street frontages.

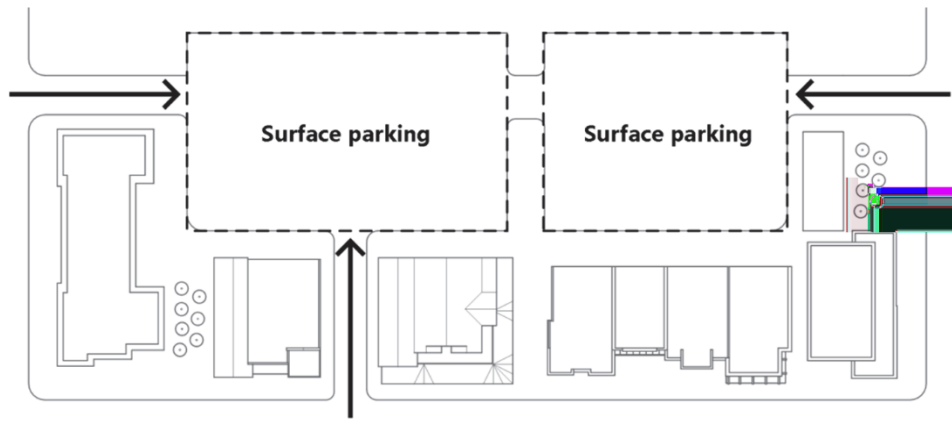


Figure 040-12: Surface Parking in Multi-Building Developments

3. No parking space shall be located closer than five (5) feet from a window or door of a habitable structure.
- b. *Additional Standards in the Downtown Core.*
 1. Established parallel or diagonal parking configurations along downtown residential streets, along with associated tree lawns, shall be maintained in new developments to help buffer automobile traffic and provide a safe environment for pedestrians on the sidewalk.
 2. Off-street parking areas that do not connect to an alley are prohibited within residential neighborhoods, in order to minimize disruption to the single-family character of the neighborhood.
 - i. If providing off-street parking is unavoidable for multi-family residential located in a residential neighborhood, it shall be located behind or to the side of the building.
 - ii. New curb cuts and off-street parking and driveways located in front yard setbacks compromise the residential character of the street frontage and are prohibited.
 3. Front-loading garages are inconsistent with the historic character of downtown residential neighborhoods and are prohibited. New garages shall be set back from the primary structure and accessed from an alley.
- (4) *Refuse Containers.*
 - a. *General.* Refuse containers shall comply with Article 100.010 of the Municipal Code.
 - b. *Design and Materials: Multi-family.* Dumpsters and refuse containers shall be located within the footprint of a building, or shall meet the following standards:
 1. Dumpsters and refuse containers shall be located on a non-porous surface and within a four-sided, opaque enclosure that completely screens the dumpster or container and accumulated trash.
 2. Enclosures shall be a maximum of six (6) feet in height and shall have gated access for the collection of waste materials.

-
3. Dumpster and refuse container enclosures shall incorporate compatible materials, colors, and architectural details that are compatible with the primary associated residential buildings.
 4. The use of chain-link fencing as screening is prohibited.
 - c. *Location: Multi-family.* Enclosures shall be located to minimize visual and impacts and odors on the primary street frontage and neighboring residents to the maximum extent feasible.
- (e) *Residential Building Design and Character.*
- (1) *General Intent.* These residential building design standards are generally intended to:
 - a. Promote context-sensitive infill and redevelopment that complements, rather than detracts, from the City's small-town character;
 - b. Avoid repetitive patterns of residential development;
 - c. Reinforce the diversity of architectural styles that exists within Glenwood Springs;
 - d. Increase the predictability of infill and redevelopment requirements and resulting development for residents and the development community;
 - e. Maximize the quality, value, and longevity of Glenwood Springs' neighborhoods through the use of durable materials that will minimize maintenance costs and improve the overall appearance of the development;
 - f. Ensure that the massing and height of infill and redevelopment are compatible with neighboring residential development; and
 - g. Reduce the visual impacts of street-oriented garages and promote a more pedestrian-friendly environment in Glenwood Springs' residential neighborhoods.
 - (2) *Building Orientation.*
 - a. *Single-Family and Duplex Residential.*
 1. The orientation of the primary entrance and façade of single-family and duplex residential dwellings shall be consistent with the established pattern along the block face.
 2. No single-family residential structure shall be sited diagonally or otherwise skewed on the lot.
 - b. *Multi-Family Residential.*
 1. All units with frontage along the primary street shall have an entrance that faces the street. Multi-family buildings located with multiple street frontages, as would be typical on a corner lot or with larger developments on corner lots, shall provide entrances to units along each street frontage.
 2. To the maximum extent feasible, the primary entrance and façade of individual buildings within a multi-family development shall be oriented towards:
 - i. Primary, internal or perimeter streets; or
 - ii. Common open space, such as interior courtyards, parks, or on-site natural areas or features with a clearly defined and easily accessible pedestrian circulation system. (Figure 040-13)

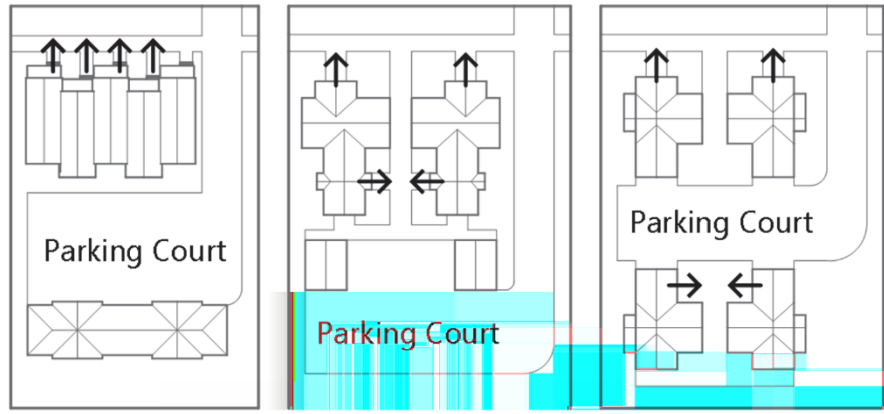


Figure 040-13: Building Orientation: Multi-Family

(3) *Variety of Housing Types.*

a. Development parcels encompassing projects including 40 or more units shall incorporate a minimum of two (2) housing types. Development parcels larger than six (6) acres projects with 80 or more units shall incorporate a minimum of three (3) housing types. Development projects with 120 or more units shall incorporate a minimum of four (4) housing types. Each type must represent a minimum of 10% of the total dwelling units provided unless otherwise indicated in the category below. Where a fractional number results the number shall round up at .5 or higher. The following housing types may be used to satisfy these standards: Detached single-family dwellings;

- a. 1. Detached singly-family dwellings;
- b. 2. Accessory dwelling units;
- c. 3. Two-family dwellings;
- d. 4. Single-family townhouse dwellings; or
- e. 5. Multi-family dwellings other than two-family or townhouse dwellings.

6. Live-work units.

7. Inclusion of three different bedroom count configurations. Each bedroom type shall be a minimum of 10% of the total dwelling units.

8. 100% of units Deed Restricted for Resident Occupancy. Resident occupancy is defined in Glenwood Springs Community Housing Guidelines as adopted by City Council.

9. 70% of the total number of units deed restricted to an average of 100% Area Median Income.

b. Inclusionary Zoning. Developments required to provide deed restricted units in compliance with Subsection 070.045 Community and Workforce Housing may count those units to meet the housing type percentages. Housing type units are also applicable for incentives identified in Subsection 070.045.080 Incentives for Residential Developments.

c. Exceptions. Projects with 40 or more units where 100% of the units are restricted at or below 90% Area Median Income shall only be required to provide two (2) housing types.

d. Fee-In-Lieu of providing housing variety.

1. In lieu of providing the required housing variety in accordance with Subsection 070.040.080(e)(3), the developer may, with the approval of the City Council make a payment to the City in lieu of providing all or a portion of the required housing variety types.

2. The amount of such in-lieu payment shall be set by City Council resolution.

3. The City shall deposit any in-lieu fee into a special fund that shall be used only for the acquisition or development of affordable, or workforce housing, including buy-down acquisitions of market-rate units. These fees shall not be used for the general expenses of the City.

(Figure 040-14)



Figure 040-14: Variety of Housing Types

- (4) *Architectural Variety.* A continuous row of identical homes or multi-family buildings along a block is prohibited. Individual structures shall be differentiated through distinctions in the architectural features required in Subsection (5)c. below in combination with requirements for varied garage orientation in Subsection (9) below, Garages. (Figure 040-15) This provision is not intended to prohibit a row of attached townhouses, provided that each individual unit is architecturally distinguished from adjacent units through distinctions in the architectural features required in Subsection (5)c. below.



Figure 040-15: Architectural Variety

(5) *Four-Sided Design.*

- a. Although the front facade of a building is expected to be the primary focal point in terms of level of architectural character and features, all sides of a residential building shall incorporate architectural detailing that complements the front facade and provides visual interest. Blank walls void of architectural detailing are prohibited except where required by the fire code. (Figure 040-16)



Figure 040-16: Four-Sided Design

- b. For the purposes of satisfying this standard, a minimum number of the architectural features listed below shall be incorporated into the overall design on each side of the building.
 1. For each single-family residential structure, a minimum of three (3) different architectural features; and
 2. For each multi-family residential structure, a minimum of five (5) different architectural features.
 - c. Architectural features appropriate for achieving the standard in Paragraph b. above may include:
 1. Covered porches;
 2. Balconies,
 3. Prominent entry features;
 4. Windows;
 5. Door openings,
 6. Distinct variations in color (not a slight variation of a similar hue, such as beige or pastel);
 7. Variations in materials;
 8. Variations in building height;
 9. Variation in roof form;
 10. Dormers;
 11. Projected or recessed building walls; or
 12. Another architectural feature as approved by the Director.
- ### (6) *Building Materials.*
- a. *Primary Materials.*

-
1. Primary building materials shall be selected for their ability to withstand Glenwood Springs' variable mountain climate. Materials with demonstrated durability include, but are not limited to:
 - i. Brick;
 - ii. Stone;
 - iii. Cementitious siding products;
 - iv. Wood and log construction;
 - v. Cast concrete; or
 - vi. Other comparable materials as approved by the Director.
 2. Exterior Insulation and Finish Systems (EIFS) shall not be utilized in high-traffic areas, such as at primary building entrances, where it may be easily damaged.
 - b. *Accent Materials.* The creative use of accent building materials to provide variety and visual interest is encouraged.
- (7) *Building Colors (Multi-Family Only).*
- a. The predominant exterior colors on multi-family buildings shall be earth tones to minimize the visual impact of these buildings.
 - b. Darker accent colors shall be utilized on garage door surfaces to minimize their visual prominence.
 - c. White or other highly reflective colors are prohibited.
 - d. The use of bright or highly reflective metal finishes shall be limited to accent materials.
- (8) *Transitions to Existing Residential.* Any new residential structure that will be located adjacent to an existing residential dwelling or residential zoning district shall comply with the standards in this Subsection, in addition to complying with all other general residential design standards above.
- a. *Minimization of Use Impacts.* New residential development shall be designed to minimize impacts on existing homes and the privacy of residents to the maximum extent feasible by:
 1. Locating off-street surface parking lots, loading, and service areas away from a shared property line and screening them from neighboring residences;
 2. Locating sources of audible noise (e.g., heating and air conditioning units) away from building facades that face lower intensity uses;
 3. Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into neighboring homes; and
 4. Orienting porches, balconies, and other outdoor living spaces away from neighboring homes.
 - b. *Height Transitions.* A new building with a height that exceeds that of an adjacent existing dwelling by one (1) story or more shall provide a transition using at least three (3) of the following techniques: (Figure 040-17)
 1. "Stepping down" building height and mass along the shared property line to meet the height of the existing neighboring home along a minimum of fifty (50) percent of the new building's length. The "stepped-down" portion of the new building shall be a minimum of

ten (10) feet in width and depth. This option is available only where the existing residential building is located along the property line adjacent to the new building;

2. Providing variations in the side building wall and/or roof form so that new structures have a comparable scale as neighboring homes along the shared property line;
3. Utilizing a roof pitch and overhang similar to that of the neighboring structures; and
4. Utilizing dormers and sloping roofs to accommodate upper stories.

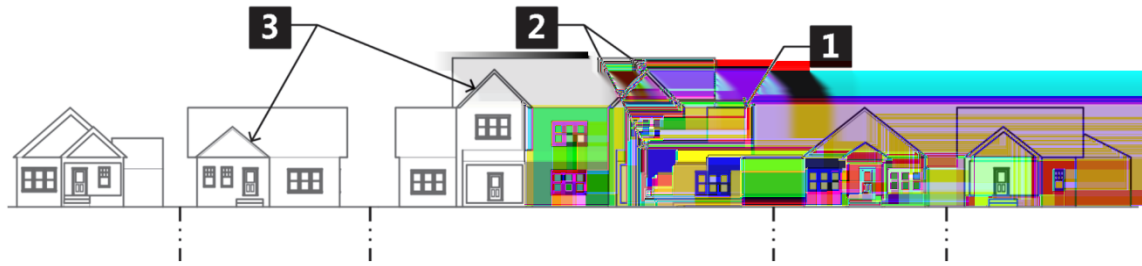


Figure 040-17: Height Transitions

- c. *Massing and Form: (Multi-Family Only).* Multi-family development located on a block face where more than seventy-five (75) percent of existing homes are single family shall employ one (1) or more of the following techniques to help reduce the overall bulk and mass of individual buildings and help maintain a lower-intensity residential character along the street frontage: (Figure 040-18)
 1. Breaking up the mass of the multi-family building by stepping back the façade (minimum two (2) feet deep and one (1) foot feet wide) for every thirty (30) feet of building frontage, so that the building appears from the street to be separate homes;
 2. Organizing units around a central courtyard that maintains the impression of the traditional side yard setback between units along the street frontage; or
 3. Designing the multi-family building so that the massing, arrangement of architectural elements, and use of exterior materials gives the appearance of a large single-family home.



Figure 040-18: Massing and Form (Multi-Family Only)

- (9) *Garages, Storage and Accessory Structures.*
 - a. *Alley-oriented Garages.* Where an alley exists, new garages serving new residential development shall be located at the rear of the lot and accessed from the alley.
 - b. *Street-oriented Garages.*

1. For single-family residential dwellings, street-oriented garages shall not comprise more than fifty (50) percent of the front width of the front façade.
2. For all residential development, garages that protrude towards the street in front of the primary façade of the structure are prohibited. All street-oriented garages shall be either:
(Figure 040-19)
 - i. Recessed a minimum of ten (10) feet behind the front façade of the dwelling portion of the structure (including side-oriented garages) or a front porch or porte-cochere that is a minimum of five (5) feet deep by eight (8) feet long, or
 - ii. Recessed a minimum of two (2) feet beneath a second floor bay or balcony that extends the length of the garage door(s), roof overhang, or decorative roof element.
3. Where attached garages are provided for multi-family dwellings, landscaped islands or peninsulas shall be provided between every two (2) units' garage doors unless the soils or geotechnical report does not permit landscaping near the foundation. Such islands or peninsulas shall have minimum dimensions of four (4) feet wide by ten (10) feet in length.
4. Other garage configurations may be warranted by site constraints, such as topographic features and/or access limitations, and may be administratively approved as determined by the Director.



Figure 040-19: Street-Oriented Garages

- c. *Additional Garage Standards for Multi-Family.*
 1. *Garage Variety and Location.*
 - i. Residential developments with five (5) or more units shall incorporate a variety of garage configurations (e.g., street-oriented, side-loaded, alley-loaded, tandem) to minimize the visual impact resulting from long, uninterrupted rows of garages.
 - ii. For multi-building developments, garage entries shall be internalized in building groupings and located away from street frontages or accessed using an alley.

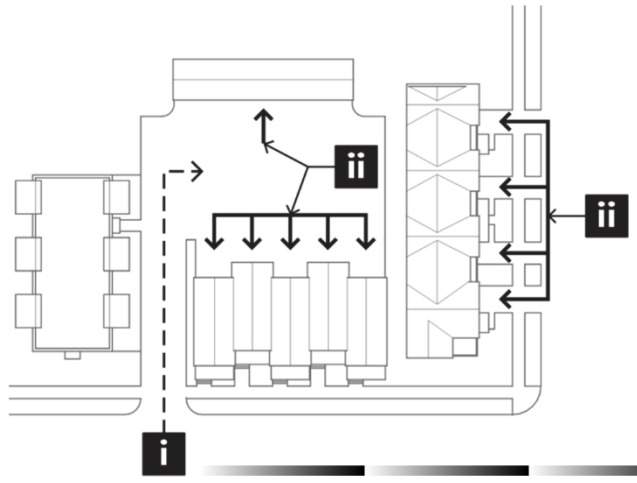


Figure 040-20: Garage Variety and Orientation

2. *Tuck-Under Garages.* Tuck-under garages for multi-family residential buildings shall be recessed a minimum of one (1) foot beneath a second floor bay or balcony that extends the length of the garage door(s).
3. *Free-standing Garage Structures.* Free-standing garage structures that have four (4) or more two-car garage bays and/or exceed ninety (90) feet in length shall incorporate one (1) or more of the following to break up their appearance and increase their functionality: (Figure 040-21)
 - i. Dwelling units above designated garage spaces;
 - ii. Storage facilities above designated garage spaces; or
 - iii. A 'green' or living roof on sites with varied topography, where:
 - a. Free-standing garage structures may be "tucked" into or are adjacent to a slope; or
 - b. Where roof surfaces are clearly visible from residences or a public right-of-way above.



Figure 040-21: Free-Standing Garage Structures - Multi-Family

- d. *Other Accessory Buildings.* For multi-family development, free-standing garages and other accessory structures (including but not limited to grouped mailboxes, storage and maintenance

facilities, recreational facilities, picnic shelters, and gazebos) shall incorporate materials, scale, colors, architectural details, and roof slopes that are compatible with the primary multi-family buildings, except that flat and shed roofs are prohibited.

- e. *Storage Space.* Multi-family developments shall provide a minimum of one (1) cubic foot of enclosed storage space per three (3) square feet gross floor area per unit. Storage may be provided through one (1) or more of the following:
 - 1. Increased garage dimensions that allow for storage in front of parked vehicles;
 - 2. Storage units incorporated above detached garage structures or within the multi-family building;
 - 3. Storage closets within units, not including bedroom closets, kitchen cabinets, and food storage areas; or
 - 4. Detached storage buildings or sheds.
- (10) *Supplemental Architectural Design Standards: Downtown Core.* In addition to complying with the above standards that are generally applicable to all residential development, development of any residential structure in the Downtown Core shall comply with the following standards. For the purposes of evaluating the surrounding neighborhood context for these standards, consideration shall be given to predominant characteristics of existing structures along the same block face of the subject application. Where any standards in this Subsection conflict with the standards generally applicable to all residential development, the standards in this Subsection shall control.
 - a. *Building Height, Scale, Massing, and Form.* New structures and additions shall be simple rectangular forms similar to those found historically. A similarity of building forms contributes to the visual continuity of downtown residential neighborhoods. New structures shall maintain a similar lot coverage and width of existing homes along the same block face to respect the traditional single-family scale of downtown neighborhoods.
 - b. *Building Additions.*
 - 1. Additions shall be distinguishable from the original building through subtle changes in material or construction techniques.
 - 2. Additions shall appear visually subordinate to the original building.
 - 3. When additions taller than the main building are necessary, they shall be set back from the front façade.
 - c. *Architectural Details.*
 - 1. Projects shall incorporate architectural details compatible with the existing historic buildings in the surrounding neighborhoods.
 - 2. All elevations on new buildings shall be articulated with windows, insets and other architectural details compatible with the character of surrounding development.



Figure 040-22: Architectural Details

3. Solid walls without windows on any side of a structure are prohibited, except where required by the fire code.
4. Multi-family dwellings in the Downtown Core shall have the appearance of being a single-family dwelling, with similar structural proportions, window spacing, and decorative elements. Building fronts of new multi-family developments shall include articulations such as bays, insets and porches traditionally found on historic homes in the Downtown Core. For purposes of this Section, "historic homes" includes individual landmarks, contributing properties to designated historic districts, and properties that are eligible for listing in the National Register of Historic Places.
5. Roof forms shall appear similar to those seen traditionally in downtown neighborhoods (Figure 040-23).
 - i. Sloping roofs such as shed, gabled, and hipped roofs with a minimum roof pitch of 6:12 are appropriate roof forms.
 - ii. Flat or mansard rooflines as a primary roof form detract from the neighborhood's visual continuity and shall not be used. The Director may consider exceptions for proposed new structures that will replicate historic styles such as Art Deco or Moderne, which have flat roofs.

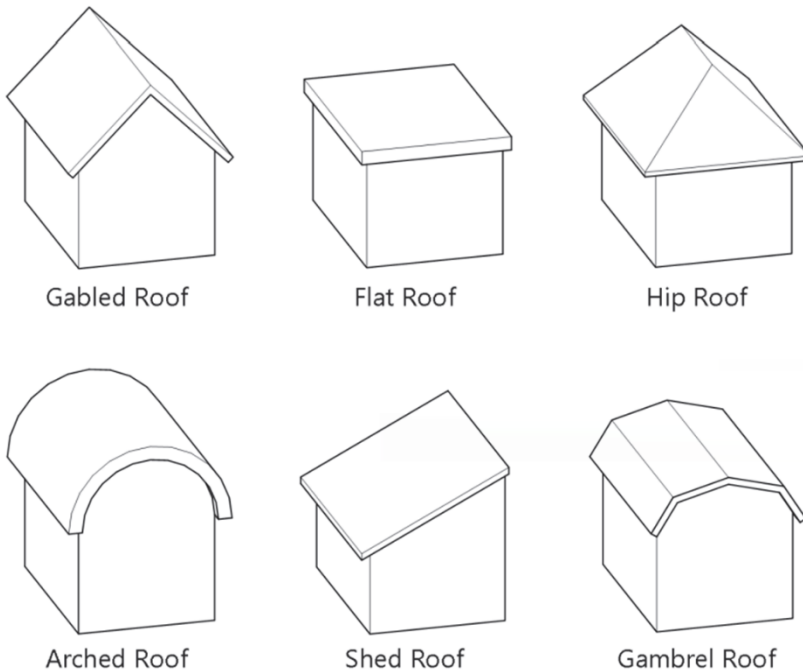


Figure 040-23: Roof Forms

d. *Building Materials.*

1. Exterior wall finishes for new buildings shall utilize building materials similar in scale, texture, and finish to those found on historic homes within the Downtown Core. New materials of similar scale, texture, and finish are also appropriate.
2. Horizontal clapboard siding or brick is appropriate for use in residential infill projects.
3. The use of decorative shingles shall be limited to use on dormers or in gables.

e. *Color.*

1. White, off-white, fluorescent, metallic, or other high-intensity colors are prohibited.
2. The use of bright or highly reflective metal finishes shall be limited to accent materials.

(Ord. No. 19-2018 , § 2(Exh. A), 8-2-2018; Ord. No. 8-2020 , § 2(Exh. A), 5-7-2020; Ord. No. 15-2020 , § 2(Exh. A), 7-2-2020; Ord. No. 3-2021 , § 2(Exh. A), 5-20-2021)

...

070.040.090 Nonresidential and Mixed-Use Site and Building Design.

(a) *Purpose.* This Section is intended to promote high-quality building design and is intended to:

- (1) Protect and enhance the visual interest, character, and quality of nonresidential and mixed-use areas;
- (2) Ensure compatibility between residential neighborhoods and adjacent commercial and mixed-use areas;
- (3) Mitigate negative impacts created by the scale and bulk of large buildings;

-
- (4) Promote an environment that is friendly toward multiple modes of transportation and accommodates varying ages and abilities; and
 - (5) Protect and enhance property values and encourage further investment and reinvestment.
- (b) *Applicability.*
- (1) *General Applicability.* This Section shall apply to the following:
 - a. Development of any structure that will contain a nonresidential use or a mix of nonresidential and residential uses; and
 - b. An addition or renovation to an existing structure that will contain a nonresidential use where the total gross floor area of the proposed addition is ~~fifty (50)~~ twenty (20) percent or more than that of the total gross floor area of the existing structure before addition or renovation. In cases where modifications are subject to these standards, only the modification shall be subject to compliance with this Section. For purposes of this standard, "modifications" shall not include routine maintenance and repair of a building, changes to signage, or general repairs to a surface parking area, changes to landscaping, or other features on the parcel. The Director shall determine if a modification shall be subject to these standards.
 - (2) *Exemptions.* This Section shall not apply to the following:
 - a. An addition or renovation project to an existing structure that will contain a nonresidential use where the total gross floor area of the proposed addition is less than ~~fifty (50)~~ twenty (20) percent of the total gross floor area of the existing structure before addition or renovation; and
 - b. Properties subject to the Glenwood Meadows Annexation and Development Agreement.
 - (3) *Special Review Uses.* All nonresidential special review uses located within the zone districts enumerated in Article 070.030: Use Regulations, shall comply with this Section 070.040.090, in addition to any special review use performance standards of the applicable zone district, and the general special review approval criteria in Subsection 070.060.050(e)(3)e.2.
 - (4) *Planned Unit Developments.*
 - a. Development of a nonresidential or mixed-use structure within any new Planned Unit Development established after the effective date of this Code shall be subject to this Section, unless alternative nonresidential/mixed-use site and building design standards are adopted as part of the PUD approval that, in the determination of the Director, are at least equal to the standards set forth in this Section.
 - b. Development of a residential structure within an existing Planned Unit Development established prior to the effective date of this Code is exempt from this Section.
- (c) *Administration.*
- (1) *Site/Architectural Plan Review Process.*
 - a. Review for compliance with these standards shall occur at the time of site/architectural plan review. Where site/architectural plan review is not required, review for compliance with these standards shall occur prior to issuance of a building permit.
 - b. Interpretations as to applicability or design requirements contained within this Section shall be the responsibility of the Director. Appeals of the Director's interpretations shall be heard according to the process set forth in Subsection 070.060.070(c), Appeals.
 - (2) *Alternative Equivalent Compliance.*

-
- a. *Purpose and Scope.* To encourage creative and unique design, "alternative equivalent compliance" allows development to occur in a manner that meets the intent of this Section, yet through an alternative design that does not strictly adhere to the Section's standards. This is not a general waiver of regulations. Rather, this authorizes a site-specific plan that is equal to or better than the strict application of the standard.
 - b. *Applicability.* The alternative equivalent compliance procedure is available only for the standards in Section 070.040.090, Nonresidential and Mixed-Use Site and Building Design.
 - c. *Alternative Equivalent Compliance Meeting Required.* An applicant proposing alternative equivalent compliance shall request and attend an alternative equivalent compliance meeting prior to submitting application materials for the applicable permit(s), to determine the preliminary response from the Director. Based on the response, the application shall include sufficient explanation and justification, in both written and graphic form, for the requested alternative compliance. The Director may require that the applicant provide additional drawings and/or material samples in order to better understand the need for the proposed alternative.
 - d. *Decision-Making Responsibility.* Final approval of any proposed alternative compliance shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.
 - e. *Criteria.* Alternative equivalent compliance may be approved if the applicant demonstrates that following criteria have been met by the proposed alternative:
 - 1. Achieves the intent of the subject standard to the same or better degree than the subject standard;
 - 2. Advances the goals and policies of this Code to the same or better degree than the subject standard;
 - 3. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and
 - 4. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Code.
 - f. *Effect of Approval.* Alternative equivalent compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.
- (d) *Nonresidential and Mixed-Use Site Design Standards.*
- (1) *General Intent.* The general intent of these site design standards is to:
 - a. Ensure development relates to the physical characteristics of the site;
 - b. Ensure building scale, orientation, and design relates to the surrounding uses and streets, and creates a cohesive visual identity and an attractive street scene;
 - c. Ensure site design for efficient pedestrian, bicycle, transit, and vehicular circulation patterns, and create a high-quality pedestrian environment;
 - d. Promote design environments built to "human scale," which means that buildings and objects are designed in size and shape to be optimized for pedestrian use;
 - e. Ensure delivery, trash, and loading facilities are located so as not to impede regular vehicular and pedestrian circulation and access routes; and
 - f. Ensure safe and efficient access between buildings and parking areas.

(2) *Building Organization and Location.*

- a. *Building Orientation.* Buildings shall be sited parallel to public rights-of-way, to the maximum extent practicable.
- b. *Climatic Conditions.* Local climatic conditions shall be considered when designing the orientation of new buildings. For example, north-facing facades are especially susceptible to winter snow and ice accumulation, and entries may require special treatment. Snow shed from roofs and snowpiling zones along streets shall be considered in arranging building elements on the site. Adequate solar access shall be considered when planning outdoor spaces, with shade and relief from glare provided by landscaping and overhead structures.
- c. *Primary Entrance.*
 1. The primary entrances to a building shall be clearly identified.
 2. Buildings shall be oriented so that the principal building entrance faces the principal street or the street providing main access to the site.
 3. Where there are multiple buildings on a development parcel, at least one (1) building shall be oriented with an entrance facing the principal street or the street providing main access to the site.
 4. A corner site may orient its primary entry towards the corner for emphasis.
- d. *Corner Lots.*
 1. *Scale and Massing.* Structures shall relate to the scale and massing of the buildings on each of the respective streets.
 2. *Building Entries.* When a structure is located on a corner lot, prominent entries shall be designed for both façades along the street edge or a single prominent entry shall be turned forty-five (45) degrees to face the corner. The primary entrance shall not be oriented to an interior court.
 3. *Courtyards.* When designing interior courtyards for buildings on corner lots, a minimal amount of street frontage shall be utilized. Courtyards shall not extend across the entire front of the property. Instead, a building shall be located flush with the property line on the street side.
 4. *Focal Points.*
 - i. To visually and physically anchor street intersections, buildings located on corner lots shall provide a focal point within a box formed from lines extending thirty (30) feet away from intersecting property lines. The focal point shall include one (1) or more of the following elements:
 - a. A primary building. In the case where a primary building includes drive-in and/or drive-through lanes, or gasoline pumping bays, the bays and/or queuing lanes shall not be located within the focal point.
 - b. Decorative architectural wall that is between thirty (30) and thirty-six (36) inches tall and complies with any other sight distance triangle restrictions in Subsection 070.020.190(c)(5), Sight Distance Triangle Requirement.
 - c. An architectural feature that is a minimum of the height of the building and a maximum of the height restriction for the zoning district (for example, a clock tower, spire, or other decorative roof form). These architectural features shall not contain signs or logos in any form.

- d. Public art or sculpture within a landscaped area.
 - e. Fountains or other water feature within a landscaped area.
 - f. Public plaza or open space with landscaping, a low decorative wall to visually and physically separate the space from nearby traffic lanes, and other pedestrian-oriented amenities such as benches. The low decorative wall shall match or complement the building exterior in materials and colors.
- ii. Signs may be located within this focal point area provided that they are incorporated with another focal point element enumerated above. Signs shall comply with Section 070.040.110, Signs.
 - iii. For all focal point options, the sufficiency of proposed pedestrian-oriented amenities and landscaping shall be determined by the Director. All such features shall meet all applicable requirements of this Code, including but not limited to the general landscaping, building materials and color, and signage standards.
 - iv. The Alternative Equivalent Compliance process in Subsection 070.040.090(c)(2) may be used to consider alternatives from this requirement where strict compliance would result in unsafe or inadequate access, where the lot has less than fifty (50) linear feet of frontage, and/or where the site has unique topographical characteristics that make it infeasible to locate at least one (1) of the listed focal point elements. (Figure 040-24)

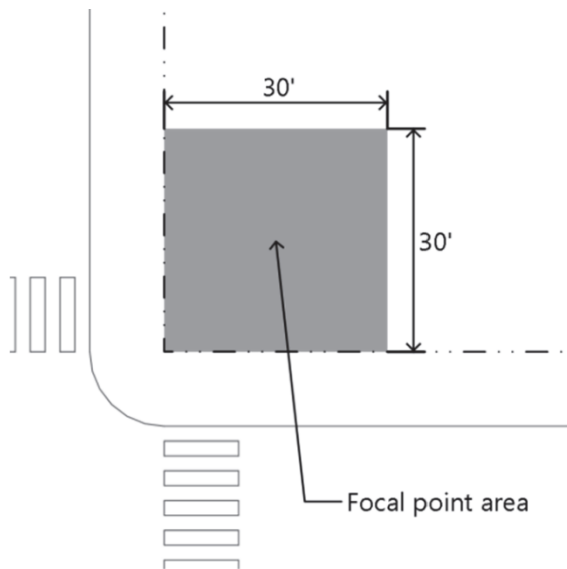


Figure 040-24: Focal Points

(3) Surface Parking Configuration and Location.

- a. In the mixed-use and other nonresidential districts, except in the Downtown Core, no more than thirty (30) percent of the total number of off-street parking spaces provided shall be located between the principal building and the front property line.

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- b. No parking space shall be located closer than five (5) feet from a window or door of a habitable structure.
 - c. No portion of a parking space, loading space, or maneuvering area shall be provided in any required landscape area, sidewalk, or other pedestrian or bicycle path.
 - d. Surface parking shall not be located in a focal point area.
- (4) *Parking Structures.* The visual impacts of a parking structure shall be minimized through compliance with the standards in Subsection 070.040.060(h)(8), Parking Structures.
- (5) *Refuse Containers.*
- a. *General.* Refuse containers shall comply with Article 100.010 of the Municipal Code.
 - b. *Design and Materials.* Dumpsters and refuse containers shall be located within the footprint of a building, or shall meet the following standards:
 - 1. Dumpsters and refuse containers shall be located on a non-porous surface and within a four-sided, opaque enclosure that completely screens the dumpster or container and accumulated trash.
 - 2. Enclosures shall be a maximum of six (6) feet in height and shall have gated access for the collection of waste materials.
 - 3. Dumpster and refuse container enclosures shall incorporate compatible materials, colors, and architectural details that are compatible with the primary associated residential buildings.
 - 4. The use of chain-link fencing as screening is prohibited.
 - c. *Location.* Enclosures shall be located to minimize visual and impacts and odors on the primary street frontage and neighboring properties and uses to the maximum extent feasible.
- (6) *Supplemental Site Design Standards: Downtown Core.* Development of any nonresidential or mixed-use structure in the Downtown Core shall comply with the general site layout and building design standards set forth above, plus the standards of this Subsection.
- a. *Building Edge to Sidewalk.* A minimum of seventy-five (75) percent of the building edge shall be located adjacent to the sidewalk edge (e.g., zero setback). (Figure 040-25)

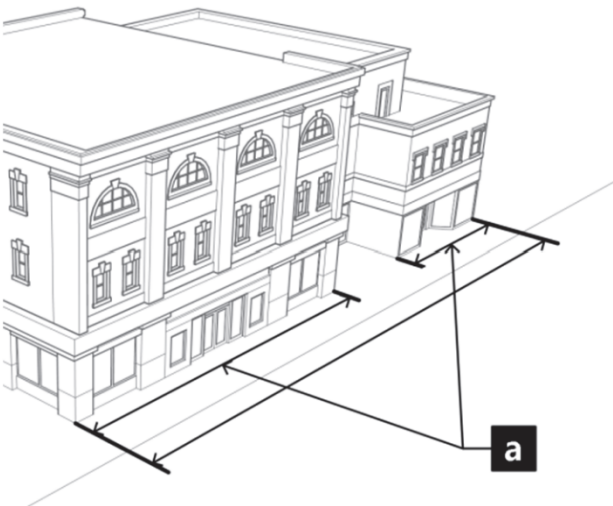


Figure 040-25: Zero Setback

- b. *Building Entrances.* The building entrance shall appear similar in scale and character to those used historically, both in the location of the building entrance and also in how the entrance area is distinguished from the rest of building by materials, size, projections or recessions, and other techniques.
- (e) *Nonresidential and Mixed-Use Building Design Standards.*
- (1) *General Intent.*
 - a. The general intent of these building design standards is to encourage creative design that:
 - 1. Preserves Glenwood Springs' small-town atmosphere;
 - 2. Enhances the visual and physical qualities of Glenwood Springs;
 - 3. Considers how the building relates to the site, neighboring properties, and the community;
 - 4. Provides strong pedestrian orientation by visually connecting the building's interior with the public exterior;
 - 5. Creates prominent, well-proportioned customer entrances;
 - 6. Uses high quality, long lasting materials with a proven ability to withstand Glenwood Springs' environment;
 - 7. Promote building designs and construction practices that are sustainable and adaptable to multiple uses for extended building lifecycles; and
 - 8. Incorporates a palette of colors that adds visual interest to the development parcel and that is compatible with the surrounding natural environment.
 - b. The general intent of these building design standards is to discourage:
 - 1. Buildings that are out of scale or have little physical or visual connection to the street, neighboring properties, or the community;
 - 2. Building elements, materials, and colors that are out of character with the community, that are inherently associated with brand identification, or that are designed to function as signs;
 - 3. Minimal or no physical pedestrian connections between the building and public street; and/or
 - 4. Large expanses of blank, flat wall surfaces.
 - (2) *Building Elevations.*
 - a. *Horizontal and Vertical Articulation Required.* No building elevation, regardless of exterior wall plane setback or the location of interior walls, shall exceed thirty (30) feet in length without incorporating at least three (3) of the following elements:
 - 1. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bays, and having a change of wall plane that is a minimum of twenty-four (24) inches in depth and that has the effect of casting shadows;
 - 2. Glazed windows and doors, if used to comply with this standard shall comprise not less than thirty (30) percent of the elevation of which they are a part. See also Subsection 070.040.090(e)(3), Windows, Doors, and Customer Entrances, for additional requirements;

3. Change in texture and/or masonry pattern;
4. Change in building, parapet, or roofline height. If used to comply with this standard, the minimum change in roofline shall be two (2) feet; and/or
5. Awnings, canopies, or marquees extending at least four (4) feet beyond the building face.

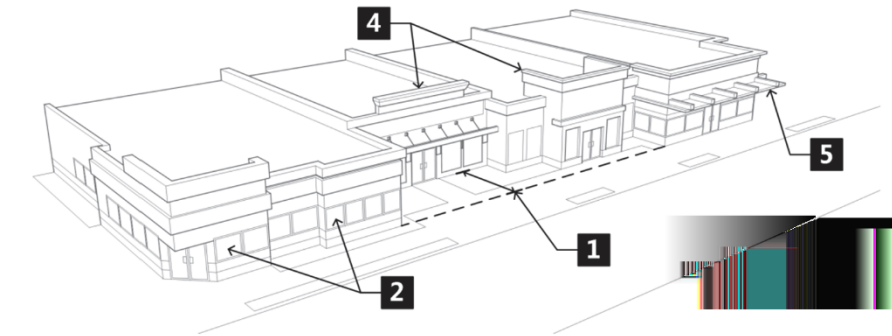


Figure 040-26: Horizontal and Vertical Articulation

Annotations correspond with paragraph numbers in the preceding text.

- b. *Alternative Designs.* An equivalent design that provides pedestrian interest by dividing the façade into horizontal and vertical planes and is in proportion to the height and width of the entire building may be approved through the Alternative Equivalent Compliance process. However, design elements used to fulfill this standard shall not consist solely of color variations.
 - c. *Building Design as Signage.* Building elevations and/or elements used to comply with these standards shall not function as signs. The incorporation of certain design elements that are unique or symbolic of a particular business shall be unobtrusive and secondary to the overall architectural design.
 - d. *Building Elevations Facing Public Rights-of-Way.* Building elevations that face public rights-of-way, parking lots, or adjacent residential land uses shall include glazed windows and doors as one (1) of the required elements enumerated in Paragraph a. above. See also Subsection 070.040.090(e)(3), Windows, Doors, and Customer Entrances, for additional requirements.
 - e. *False Windows and Doors.* Building elevations not adjacent to residential land uses, public rights-of-way, or parking lots, or that do not have a customer entrance, may use false windows and/or doors to fulfill the requirement in Paragraph a. above. The windows and/or doors, whether functional, false, or a combination of functional and false windows and/or doors, shall make up a minimum of thirty (30) percent of the elevation of which they are a part and shall have a minimum six-inch change of wall plane from the primary wall in order to provide shadow or sense of depth.
- (3) *Windows, Doors, and Customer Entrances.*
- a. In order to create a sense of transparency and to visually connect the building's interior with the public exterior, primary and secondary customer entrances shall be clearly defined, highly visible and feature a minimum of two (2) of the following treatments:
 1. Recessions and/or projections with a minimum change in wall plane of twenty-four (24) inches;

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2. Display windows that are located immediately adjacent to the customer entrance and that are in proportion to the overall façade of which they are a part;
 3. Canopies, porticos, overhangs, awnings, or marquees with a minimum projection of four (4) feet and of a width that at minimum spans the customer entrance;
 4. Raised, corniced parapets located over the customer entrance with a minimum projection of four (4) feet and that span at least the width of the customer entrance door; or
 5. Outdoor patios with customer seating and landscaping that at a minimum includes perennials, shrub plantings, and/or ornamental trees. Landscaping provided to meet this standard shall be credited towards the general minimum landscaping requirements as set forth in Section 070.040.050, Landscaping, Screening, and Fencing.
- b. To preserve views and to provide a clear sense of connection into and out of the building, window and door glazing shall be transparent or have a low-reflectivity. Mirror-like windows are prohibited.
- (4) *Roofs.*
- a. To reduce the visual impact of roof mass, no roofline along any building elevation shall exceed fifty (50) feet in length without a visual variation that incorporates:
 1. Projections, recessions, dormers that alter the vertical or horizontal plane of the roof by at least two (2) feet; or
 2. Change in roof height of at least two (2) feet; or
 3. Another architectural feature approved through the Alternative Equivalent Compliance process.
 - b. Mansard roofs, or roofs having a mansard-like appearance, are prohibited.
 - c. Flat roofs shall be concealed by parapets that are in proportion to the overall building design and that are generally of sufficient height to conceal rooftop mechanical systems that are in view from public rights-of-way, residential land uses, public parking areas, and/or adjacent properties. Parapets shall not exceed the maximum building height as established in Article 070.020: Zoning Districts, except where allowed by Subsection 070.020.190(d)(2), Exceptions to Height Requirements.
- (5) *Building Materials.*
- a. *Primary Exterior Wall Materials.* Building materials shall be high-quality and long-lasting and shall have a proven ability to withstand Glenwood Springs' intense sunlight and temperature extremes. The primary exterior building wall material, consisting of at least seventy (70) percent of the elevation to which it is applied, shall be one (1) or more of the following:
 1. Brick;
 2. Natural and cultured stone;
 3. Wood;
 4. Stucco, including synthetic stucco;
 5. Metal, excluding metal with exposed rivets, seams or fasteners, ribs and batons; or
 6. Concrete, excluding smooth-faced gray concrete block, painted concrete block and pre-cast ribbed concrete panels.

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7. Another material that meets the intent of this standard if approved through the Alternative Equivalent Compliance process.
- b. *Accent Exterior Wall Materials.* Exterior building walls shall consist of one (1) or more of the following materials provided that the sum total of the materials enumerated below comprise no more than thirty (30) percent of the elevation to which it is applied:
 1. Smooth-faced gray concrete block, painted concrete block, or pre-cast ribbed concrete panels. However, when used in combination with the allowance above for concrete as a primary exterior wall material, the concrete in its entirety may not exceed seventy (70) percent of the elevation to which it is applied.
 2. Metal with exposed seams, rivets or fasteners, ribs and batons. However, when used in combination with the allowance above for metal as a primary exterior wall material, the metal in its entirety may not exceed seventy (70) percent of the elevation to which it is applied.
 3. Glass, when used as a curtain wall or when designed to span multiple floors.
 - c. *Exterior Wall Materials Generally.*
 1. All sides of the building shall be constructed using materials that are compatible with, or of equal or greater quality, as those used on elevations with customer entrances, facing public rights-of-way, or surface parking areas.
 2. Highly reflective building materials shall not be used.
 - d. *Roofing Materials.*
 1. Acceptable roofing material includes the following:
 - i. Rubber membrane or EPDM (ethylene propylene diene monomer).
 - ii. Built up or modified bitumen roofing systems.
 - iii. Asphalt shingles.
 - iv. Metal, standing seam.
 - v. Clay tile.
 - vi. Another material approved through the Alternative Equivalent Compliance process.
 2. Roofing materials shall not include corrugated metal panels.
- (6) *Building and Roofing Colors.*
- a. Color and intensity of color proposed for all exterior building and roofing materials, including exposed rooftop mechanical systems such as HVAC equipment, roof vents, air handling/exchange units, shall be warm or dark earth-toned colors with low reflectivity.
 - b. Exterior building and roofing colors shall not include white, off-white, high-intensity primary colors, and/or fluorescent colors.

(7) Variety of Housing Types (Mixed-Use Only).

- a. Development projects including 40 or more residential units within a mixed-use development shall incorporate a minimum of two (2) housing types. Development projects with 80 or more units shall incorporate a minimum of three (3) housing types. Development projects with 120 or more units shall incorporate a minimum of four (4) housing types. Each type must represent a minimum of 10%

of the total dwelling units provided unless otherwise indicated in the category below. Where a fractional number results the number shall round up at .5 or higher. The following housing types may be used to satisfy these standards:

1. Detached single-family dwellings;
12. Two-family dwellings;
3. Single-family townhouse dwellings; or
4. Multi-family dwellings other than two-family or townhouse dwellings;
5. Live-work units;
6. Inclusion of three different bedroom count configurations. Each bedroom type shall be a minimum of 10% of the total dwelling units;
7. 100% of units Deed Restricted for Resident Occupancy. Resident occupancy is defined in Glenwood Springs Community Housing Guidelines as adopted by City Council; or
8. 70% of the total number of units deed restricted to an average of 100% Area Median Income.

b. Exceptions. Projects with 40 or more residential units where 100% of the units are restricted at or below 90% Area Median Income shall only be required to provide two (2) housing types.

c. Fee-In-Lieu of providing housing variety.

1. In lieu of providing the required housing variety in accordance with Subsection 070.040.080(e)(3), the developer may, with the approval of the City Council make a payment to the City in lieu of providing all or a portion of the required housing variety types.
2. The amount of such in-lieu payment shall be set by City Council resolution.
3. The City shall deposit any in-lieu fee into a special fund that shall be used only for the acquisition or development of affordable, or workforce housing, including buy-down acquisitions of market-rate units. These fees shall not be used for the general expenses of the City.

~~(7)~~ (8) Supplemental Building Design Standards: Downtown Core. Setbacks, orientation, and heights of new buildings in the Downtown Core shall be similar to those found on the same block face and shall comply with the following additional standards:

a. *Building Scale and Massing.*

1. Building scale and massing shall respect the scale and massing of existing buildings along the block face.
2. The height of new buildings shall vary as follows:
 - i. Variation shall be used in building roof and parapet heights to add visual interest and reduce boxy or monolithic building masses.
 - ii. Upper floors of a large building mass shall be stepped back from the street or an adjacent residential zone to reduce looming effect.
 - iii. Step back distances and proportions shall be varied to avoid monotonous, uniform, tiered "wedding cake" appearance.

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3. Featureless backs of buildings shall not be located adjacent to the Roaring Fork or Colorado River. To encourage active uses in this area, all design standards applicable to street frontage structures shall also be applicable to the back of a building in this area.
- b. *Building Height.*
1. Floor heights in new buildings shall be similar to those of existing historic buildings in the downtown commercial core. (Figure 040-27)
 - i. The level of the first floor shall be at or near grade level at the entrance.
 - ii. The first floor shall appear to be a full floor in height.

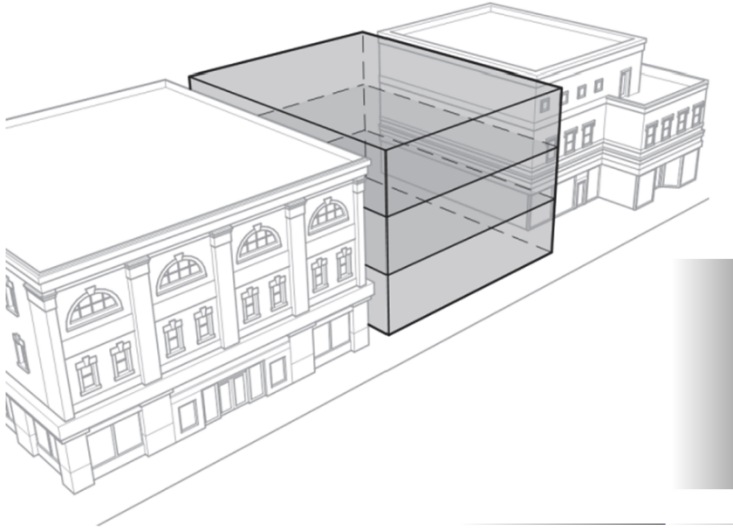


Figure 040-27: Building Floor Heights

2. Structures directly adjacent to residential buildings shall "step-down" in height on the abutting edge to match the height of the adjacent structure.
- c. *Roof Design.*
1. The alignment of horizontal elements along the block face, including parapets and cornices, shall be maintained along the entire façade to provide a continuous visual line along the block.
 - i. This alignment occurs most successfully when buildings are similar in height.
 - ii. Window sills and moldings are examples of other building elements that shall be aligned.
 2. The primary roof form shall appear to be flat, as traditionally found on the City's downtown commercial structures. A parapet shall conceal roofs.
 3. Roof design shall be consistent with those of historic buildings in the commercial Downtown Core.
 4. Roofs are encouraged to be activated with decks or vegetation. Roof decks are appropriate to take advantage of views. Green roofs, or "living roofs," are appropriate to bring visual interest to highly visible roofs, as well as contribute to sustainability principles.

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5. Roofs shall be designed to manage snowfall, using methods that appropriately prevent injuries from snow or ice falling from buildings.
 6. Monolithic roof design is not appropriate. See also requirements under Building Articulation.
- d. *Building Articulation.*
1. Vertical and horizontal articulation techniques shall be used to establish a sense of scale in the design of a larger building. Articulation techniques include, but are not limited to:
 - i. Wall offsets;
 - ii. Step backs;
 - iii. Base, middle, and cap design; and
 - iv. Variation in material (Figure 040-28).

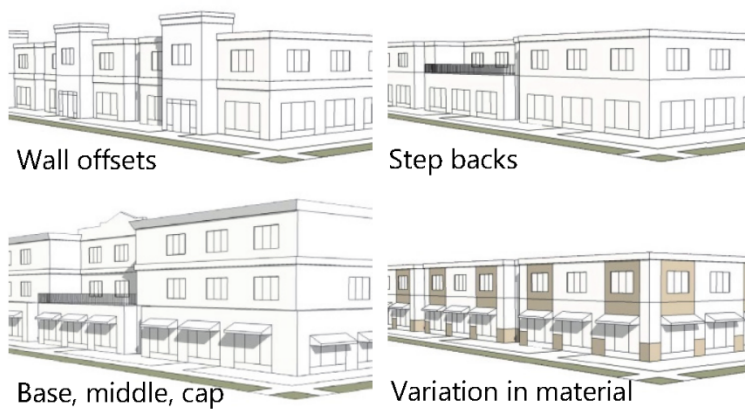


Figure 040-28: Building Articulation Techniques

2. Vertical articulation shall be used to express traditional façade widths where a new larger building is adjacent to existing, smaller-scale buildings.
 3. To minimize apparent mass, new buildings shall be divided into bays through projections and/or recesses (minimum two (2) feet deep and one (1) foot wide) at a minimum of every twenty-five (25) feet in order to be compatible with the character of historic building frontages. Civic structures may vary in front width and shall be reviewed on an individual basis for compatibility.
 4. Buildings shall have a clearly articulated architectural distinction between the street level and upper floors, expressed through detailing, changes in materials, and fenestration. One (1) or more belt courses shall be used to help distinguish between floors.
- e. *Floor Distinctions.* Buildings shall have a clearly articulated architectural distinction between the street level and upper floors, expressed through detailing, changes in materials, and fenestration. One (1) or more belt courses shall be used to help distinguish between floors.
- f. *Commercial-Oriented Building Design.*
1. The ground-level street frontage of every nonresidential and mixed-use building in the Downtown Core shall be primarily dedicated to commercial uses.

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2. New commercial storefront buildings shall incorporate the following character-defining elements: (Figure 040-29)
 - i. Display windows: The main portion of glass on the storefront.
 - ii. Glass transom: The upper portion of the display, separated from the main display window by a frame.
 - iii. Kickplate: Found beneath the display window. Sometimes called a bulk-head panel.
 - iv. Upper-story windows: Windows located above the street level. These usually have a vertical orientation, and appear to be less transparent than the large expanse of glass in the storefront below.

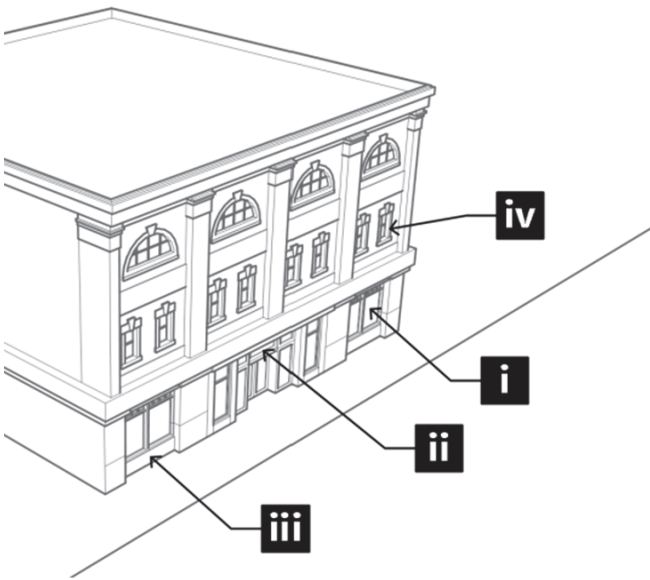


Figure 040-29: Commercial-Oriented Building Design

Annotations correspond with paragraph numbers in the preceding text.

- g. *Windows and Transparency.*
 1. Windows shall be located and spaced to express the rhythm and visual continuity found in historic buildings in the Downtown Core.
 - i. Horizontal spacing shall be consistent between windows on a floor.
 - ii. Windows shall be vertically aligned on upper and lower floors.
 2. The size and proportion of windows shall be in the range of heights and width as found in historic buildings in the Downtown Core.
 3. The first floor of the primary façade shall be sixty-five (65) to eighty (80) percent transparent glass.
 4. Windows shall be designed windows to create depth and shadow on a façade.
 - i. Upper floors shall be perceived as being more opaque than the lower floor.
 - ii. Highly reflective or darkly tinted glass is prohibited.

h. *Building Entry.*

1. The primary building entrance shall be recessed; doors that are flush with the sidewalk are prohibited.
2. Doors shall be made of at least forty (40) percent glass.
3. Accent colors shall be used on the door(s) to encourage pedestrian activity.

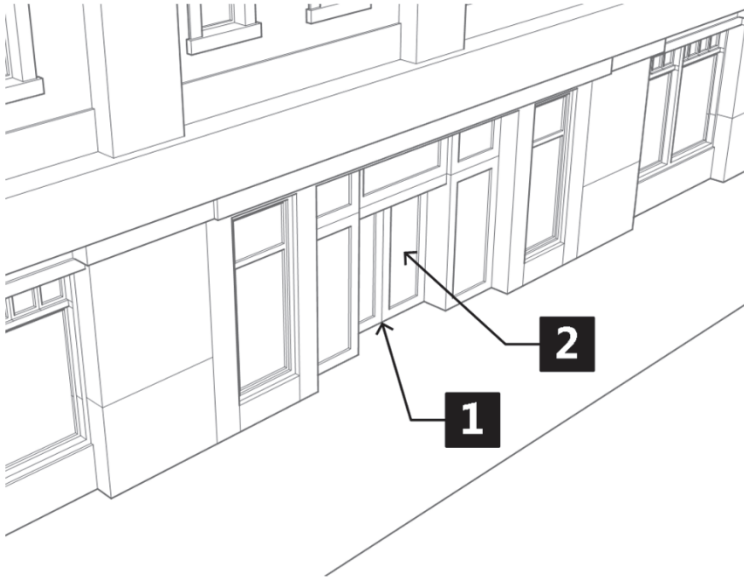


Figure 040-30: Commercial-Oriented Building Design

Annotations correspond with paragraph numbers in the preceding text.

i. *Awnings, Canopies, and Marquees.*

1. Awnings and canopies shall be canvas with a matte finish. Awnings with high gloss finishes are prohibited. Marquees may be constructed in metal but shall be painted or shall have a matte finish.
2. Rigid frame awnings and canopies may be used, but shall stop at the top section and shall not be included in the valance.
3. Illuminated, plastic awnings and canopies are prohibited.
4. Awning and canopy colors shall be compatible with the overall color scheme of the façade. Solid colors or subtle striped patterns shall be used.
5. Awnings and canopies for rectangular openings shall be simple shed shapes. Rounded or bull-nose awnings and canopies shall only be allowed over arched openings.
6. Marquees shall be located only over the primary public entrance into a building.
7. Awnings, canopies, or marquees that span continuously across more than one (1) structural bay or storefront shall not be allowed.
8. Poles or posts supporting awnings, canopies, or marquees shall not be allowed.
9. Awnings, canopies, or marquees shall not project more than five (5) feet from the building façade to which they are attached.

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10. Awnings, canopies, or marquees shall maintain an eight-foot height clearance above a public sidewalk, or other publically owned space. Additional height clearance may be required if an awning, canopy, or marquee is located over a public right-of-way, including an alley way.

j. *Building Materials and Colors.*

1. Primary materials shall be similar in character to those used traditionally on downtown commercial structures by complying with the following standards:
 - i. Brick and masonry, known for their durability, were traditionally found on historic commercial structures in downtown. New materials shall demonstrate similar durability and compatibility. The use of split face concrete block is prohibited, but may be approved through the Alternative Equivalent Compliance procedure.
 - ii. Diagonal wood siding shall not be used.
 - iii. Cinder block is acceptable for interior walls, but shall not be used as an exposed material on building façades facing streets, alleys, or undeveloped lots.
2. Accent materials shall be similar to those used historically. Wood was traditionally used for trim elements on commercial storefronts while stone, painted metal, terra cotta, ceramic tile, and rounded plaster were used in detailing.

(Ord. No. 19-2018 , § 2(Exh. A), 8-2-2018; Ord. No. 3-2021 , § 2(Exh. A), 5-20-2021)



2023 Income Limit and Maximum Rent Tables
for All Colorado Counties
20% to 120% of Area Median Income (AMI)

HUD Effective Date: May 15, 2023

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 06.29.2023.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2023 limits and that place in service before 06.29.2023 may continue to apply the same limits used in 2022.

County	HERA	AMI	2023 Maximum Rents					2023 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Fremont		120%	1,827	1,957	2,349	2,715	3,030	73,080	83,520	93,960	104,400	112,800	121,200	129,480	137,880
Fremont		100%	1,522	1,631	1,957	2,262	2,525	60,900	69,600	78,300	87,000	94,000	101,000	107,900	114,900
Fremont		80%	1,218	1,305	1,566	1,810	2,020	48,720	55,680	62,640	69,600	75,200	80,800	86,320	91,920
Fremont		70%	1,065	1,141	1,370	1,583	1,767	42,630	48,720	54,810	60,900	65,800	70,700	75,530	80,430
Fremont		60%	913	978	1,174	1,357	1,515	36,540	41,760	46,980	52,200	56,400	60,600	64,740	68,940
Fremont		55%	837	897	1,076	1,244	1,388	33,495	38,280	43,065	47,850	51,700	55,550	59,345	63,195
Fremont		50%	761	815	978	1,131	1,262	30,450	34,800	39,150	43,500	47,000	50,500	53,950	57,450
Fremont		45%	685	734	880	1,018	1,136	27,405	31,320	35,235	39,150	42,300	45,450	48,555	51,705
Fremont		40%	609	652	783	905	1,010	24,360	27,840	31,320	34,800	37,600	40,400	43,160	45,960
Fremont		30%	456	489	587	678	757	18,270	20,880	23,490	26,100	28,200	30,300	32,370	34,470
Fremont		20%	304	326	391	452	505	12,180	13,920	15,660	17,400	18,800	20,200	21,580	22,980
Garfield		120%	2,085	2,233	2,679	3,096	3,453	83,400	95,280	107,160	119,040	128,640	138,120	147,720	157,200
Garfield		100%	1,737	1,861	2,232	2,580	2,877	69,500	79,400	89,300	99,200	107,200	115,100	123,100	131,000
Garfield		80%	1,390	1,489	1,786	2,064	2,302	55,600	63,520	71,440	79,360	85,760	92,080	98,480	104,800
Garfield		70%	1,216	1,302	1,562	1,806	2,014	48,650	55,580	62,510	69,440	75,040	80,570	86,170	91,700
Garfield		60%	1,042	1,116	1,339	1,548	1,726	41,700	47,640	53,580	59,520	64,320	69,060	73,860	78,600
Garfield		55%	955	1,023	1,227	1,419	1,582	38,225	43,670	49,115	54,560	58,960	63,305	67,705	72,050
Garfield		50%	868	930	1,116	1,290	1,438	34,750	39,700	44,650	49,600	53,600	57,550	61,550	65,500
Garfield		45%	781	837	1,004	1,161	1,294	31,275	35,730	40,185	44,640	48,240	51,795	55,395	58,950
Garfield		40%	695	744	893	1,032	1,151	27,800	31,760	35,720	39,680	42,880	46,040	49,240	52,400
Garfield		30%	521	558	669	774	863	20,850	23,820	26,790	29,760	32,160	34,530	36,930	39,300
Garfield		20%	347	372	446	516	575	13,900	15,880	17,860	19,840	21,440	23,020	24,620	26,200



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 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

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.

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

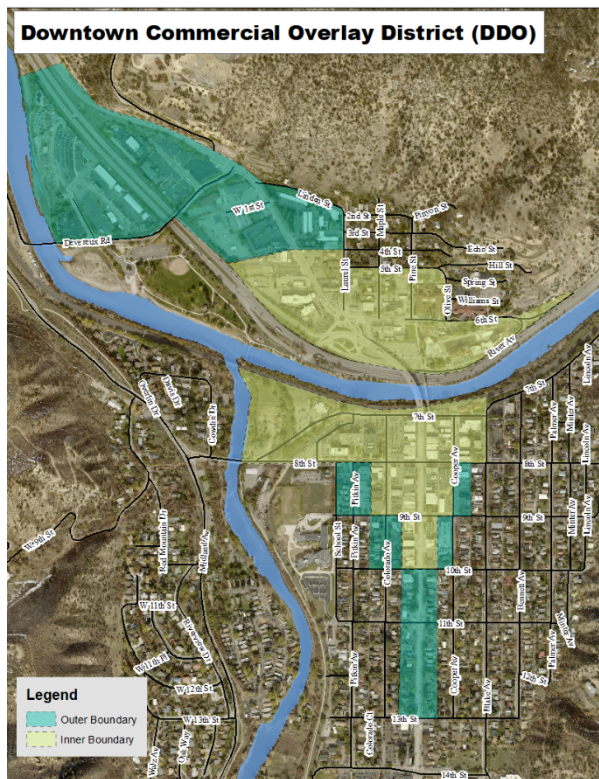
- Majority supported regulating uses. However, did not support regulating the square footage of the ground floor of that use.
- Majority preferred seeing a medium to larger overlay district.
- Majority supported regulating building forms to encourage diverse uses in downtown.
- People want to see a walkable 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.)

Council Requested Changes:

During the June 1st Council Meeting and Work Session, staff received direction on the proposed overlay boundary, threshold, allowed uses, and exemptions. Please see detailed comments below.

Boundary: Council directed staff to expand the overlay and create an additional buffer to the overlay. Throughout the staff report the buffer will be referred to as the outer boundary and the central boundary will be referred to as the inner boundary. The intent of the “inner” boundary would have more extensive regulation regarding the allowed uses on the ground floor. However, the expanded “outer” boundary would allow all personal services & professional offices in addition to the allowed uses within the inner boundary on the ground floor. See map below of Council recommended

boundary.



Building Form: Council directed staff to require that the allowed uses must be at least fifty percent (50%) of the ground floor area facing the street with a primary entrance.

Uses: Council directed staff to limit allowed ground floor uses within the inner boundary and expand uses within the outer boundary. In addition, Council directed staff to consider prohibiting franchises in a separate discussion. The intent is to retain and foster Glenwood Character and the authenticity of local downtown businesses.

• **Inner Boundary Allowed Uses:**

1. Food and Beverage Establishments
2. Retail
3. Recreation and Entertainment, Indoor
4. Personal Services for the following:
 - Beauty/barber shops
 - Shoe repair, Alterations
 - Spas/Massage
 - Personal Grooming

• **Outer Boundary Allowed Uses:**

1. Food and Beverage Establishments
2. Retail
3. Recreation and Entertainment, Indoor
4. Professional Office
5. Personal Services

Uses outside of the above criteria would be required to submit a Special Use Permit.

Threshold: Council directed staff to increase the residential remodel threshold to be greater than twenty-five (25) percent as original proposed.

Exemptions: Council directed staff to include tragic events to be exempt, and remove institutions as allowed use on the ground floor. See additional details below.

- Tragic Event: Any building severely impacted by a tragic event such as a fire that will need to be remodeled or rebuilt. The reconstructed building would be allowed to continue as the previous use as long as built architecturally similar to the original structure.
- Institutions: Remove institutions as an exemption from ground floor use.
- Historical Significance: Local landmarks and buildings with historical significance will be exempt from overlay.

Council Directed Zoning Standards

The overlay district would include the following standards in addition to the base layer zoning standards:

1. Ground Floor Uses within "Inner" Overlay Boundary:
 - Food and beverage establishments
 - Retail
 - Recreation and Entertainment, Indoor
 - Personal Services for the following:
 - Beauty/barber shops
 - Shoe repair, Alterations
 - Spas/Massage
 - Personal Grooming
2. Ground Floor Uses within "Outer" Overlay Boundary:
 - Food and beverage establishments
 - Retail
 - Recreation and Entertainment, Indoor
 - Personal Services
 - Professional Office
3. Approved uses must be on the ground floor, open to the public, 50% of ground floor area of the parcel, street facing with a primary entrance.
4. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
5. Parking lots and parking structures are non-exempt.

Exemptions:

- Parks and Open Space
- Deed Restricted Housing including resident occupancy and/or affordability at or below 100% of Area Median Income.
- Residential remodel or rebuild due to tragic event such as a fire.
- Nonconforming structures that have been damaged or destroyed by fire or other causes may be restored pursuant to Section 070.010.070(d)

Staff has included Exhibit A for the Ordinance based on feedback. Depending on Council's direction of the above items, the Exhibit could be amended for second reading.

Issues:

Boundary Dimensions: Council directed staff to expand the proposed boundary from the June 1st Council meeting with an additional outer boundary that would be more flexible on the ground floor. Staff recommends considering shrinking the outer boundary overlay to 11th Street. The intent of the overlay is to transition uses that enhance the vibrancy by regulating uses that adhere to the pedestrian-oriented streetscape. Incorporating past 11th Street for the overlay could provide a burden to businesses and property owners due to the required parking standards for commercial uses and the lack of space to develop parking on Grand Avenue from 11th to 13th. In addition, the

streetscape beyond 11th Street is auto-oriented, fostering businesses and residences that align with that design currently. Staff request Council to consider a corridor design/plan to achieve pedestrian-oriented vibrancy first before incorporating this area within the Overlay.



Inner Boundary Allowed Uses: Council direction on June 1st requested to keep the proposed allowed uses presented within the inner boundary. This includes the personal services below. These allowed uses have been a concern from the public. Staff request to discuss during the first reading to confirm policy direction.

• **Personal Services:**

- Beauty/barber shops
- Shoe repair, Alterations
- Spas/Massage
- Personal Grooming

Outer Boundary Allowed Uses: Council's direction would allow for all Professional Service uses within the outer boundary. Previously, these uses were of concern to Council as they would prohibit vibrancy. Staff request to discuss during the first reading to confirm policy direction.

• **Professional Services:**

- Administrative, professional, or government office
- Bank or financial institution
- Printing and copying establishment

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. Non-Residential or Mixed-Use. A building permit for addition, alteration, demolition, or repair of an existing building or structure where the total gross floor area of the proposed

alterations are twenty five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation.

3. Residential Only. A building permit for demolition, addition, alteration, or repair where the total gross floor area of the proposed alterations are eighty (80) percent or more than that of the total gross floor area of the existing structure before addition or renovation.
4. Changes of use within an existing structure of the ground floor;
5. 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 recommends adjust the Council boundary of the Outer Boundary of the Downtown Commercial Overlay district as shown below. This recommended boundary shrinks the outer boundary to 11th and Grand. The intent of the overlay is to transition uses that enhance the vibrancy by regulating uses that adhere to the pedestrian-oriented streetscape. Incorporating past 11th Street for the overlay could provide a burden to businesses and property owners due to the required parking standards for commercial uses outside of the GID and the lack of space to develop parking on Grand Avenue from 11th to 13th. In addition, the streetscape beyond 11th Street is auto-oriented, fostering businesses and residences that align with that design currently. Staff requests Council to consider a corridor design/plan to achieve pedestrian-oriented vibrancy first before incorporating this area within the Overlay.



ORDINANCE NO. 09

Series of 2023

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070 OF THE GLENWOOD SPRINGS MUNICIPAL CODE, TO CREATE AN OVERLAY DISTRICT WITHIN THE DOWNTOWN CORE THAT PROMOTES VIBRANCY BY LIMITING THE ALLOWED USES ON THE GROUND FLOOR.

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

WHEREAS, Per the 2018 Economic Development Strategy Glenwood Spring has a strong base of small businesses. 85% of Glenwood Spring businesses have less than 10 employees. However, there is a lack of small-scale store frontages that accommodates small businesses; and

WHEREAS, City Council identified the need to support small retail businesses as an increasing number have been displaced by large-scale single-use businesses.

WHEREAS, City Council finds that requiring small-scale retail within the requirements of Title 070 will disincentivize uses that hinder the vibrancy of downtown; and

WHEREAS, City Council finds that these amendments are consistent with the Comprehensive Plan and other City policies, do not conflict with other provisions of the Code, are necessary to address a demonstrated community concern within the downtown, are necessary to respond to substantial changes in conditions and/or policy, and are consistent with the general purpose and intent of the Code; and

WHEREAS, City Council finds that these amendments address the following strategies within the Comprehensive Plan

- A. Ensure downtown is pedestrian friendly and safe
- B. Focus on local-serving economic development;
- C. Revitalize underutilized properties;
- D. Support the management of sustainable tourism in Glenwood Springs;
- E. Support neighborhood commercial mixed-use developments;
- F. Support appropriate mass scale and density of new development. Prioritize downtown development that includes retail space at the street level, commercial office space at the second level, and residential above.

WHEREAS, City Council finds it is necessary and proper to amend Title 070 of the Glenwood Springs Municipal Code as provided in this ordinance to specify allowed uses and boundaries for the downtown overlay district that engage residents and visitors and add to the vibrancy of downtown.

WHEREAS, December 14, 2021 Planning and Zoning Commission recommended approving Code Amendments to Title 070 to include a downtown commercial overlay boundary.

WHEREAS, On April 26, 2023, the City conducted two public meetings to listen and receive feedback on the regulation of uses and size of an overlay district; and

WHEREAS, June 1, 2023 City Council held a work session to review public feedback and further refined recommendations for Code Amendments to Title 070 to include a downtown commercial overlay boundary as shown in **EXHIBIT A**.

WHEREAS, City Council identifies the need to preserve housing. The amendments only apply to new construction or a change of use. Changes of use within existing buildings from residential to commercial and back again, would not be subject to the ground floor retail requirements.

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

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

Section 2. Title 070 of the Glenwood Springs Municipal Code is hereby amended as provided for on the attached **Exhibit A** with double underline text added and ~~striketrough text deleted~~. The codifier is authorized to update existing internal cross-references to 070.020.180 and 070.020.190 throughout Title 070.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 15th DAY OF JUNE 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
READING THIS X DAY OF x 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

070.020.180 Downtown Commercial Overlay (DDO) District

(a) General Provisions.

(1) Purpose. The Downtown Commercial 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 as listed. The overlay district comprises two areas, an inner boundary aimed at engaging activities and uses, and an outer boundary incorporating some additional personal and professional service uses.

(2) Applicability.

a. General.

b. The overlay standards shall apply to:

1. Non-Residential or Mixed-Use. A building permit for addition, alteration, demolition, or repair of an existing building or structure where the total gross floor area of the proposed alterations are twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
2. Residential Only. A building permit for demolition, addition, alteration, or repair where the total gross floor area of the proposed alterations are eighty (80) 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.

(3) Exemptions. This section shall not apply to the following:

- a. Parks and Open Space
- b. Deed Restricted Housing including resident occupancy and/or affordability at or below 100% of Area Median Income.
- c. Nonconforming structures that have been damaged or destroyed by fire or other causes may be restored pursuant to Section 070.010.070(d);

(b) 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.

(1) Area. Approved uses must comprise a minimum of 50% of the ground floor, be open to the public, be street-facing, and have a primary entrance. All other uses allowed within the base zone district would apply to non-ground-floor areas.

(2) Inner Overlay Boundary

- a. Food and beverage establishments
- b. Retail
- c. Recreation and Entertainment, Indoor
- d. Personal Services, specifically:
 1. Beauty/barber shops.

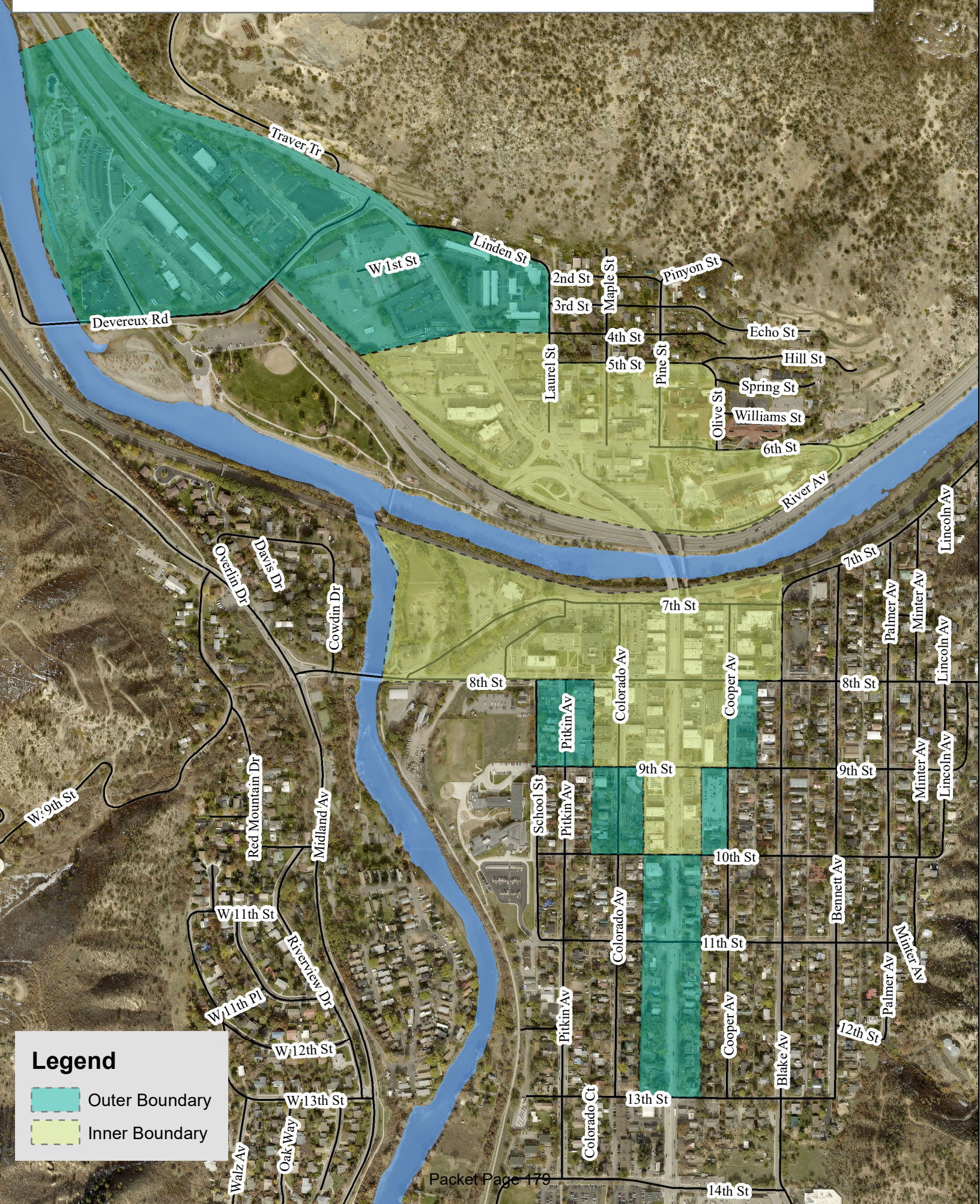
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2. Shoe repair, Alterations
 3. Spas/Massage
 4. Personal Grooming
- (3) Outer Overlay Boundary. In addition to uses listed in (1) above, the following uses are allowed on the ground floor:
- a. All Other Personal Services
 - b. Professional Services
- (4) Parking areas. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
- (5) Base Zoning District Uses. Uses allowed in the base zoning district and not listed in (1) or (2) above, proposed for the ground floor within the overlay boundary shall be considered through a Special Use Permit review process. (Subsection 070.060.050(e))
- (c) 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 Commercial Overlay District (DDO)



Legend

- Outer Boundary
- Inner Boundary

Downtown Commercial Overlay District

1st Reading

City Council

June 15, 2023

Hannah Klausman, Economic and Community Development Director



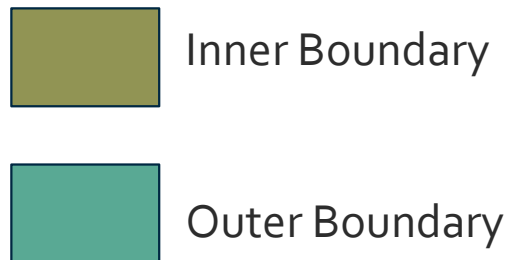
Where have we been?

Intent: 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.

1. 2021 Planning and Zoning Commission recommended the implementation of a Downtown Overlay
2. 2022 City Council held two Worksession to discuss Proposed Overlay
3. 2023
 1. February - City Council directed Staff proceed with public engagement
 2. April – Staff held two public meetings
 3. June – City Council reviewed and recommended changes to draft Overlay policy including threshold, boundary, uses, and exemptions

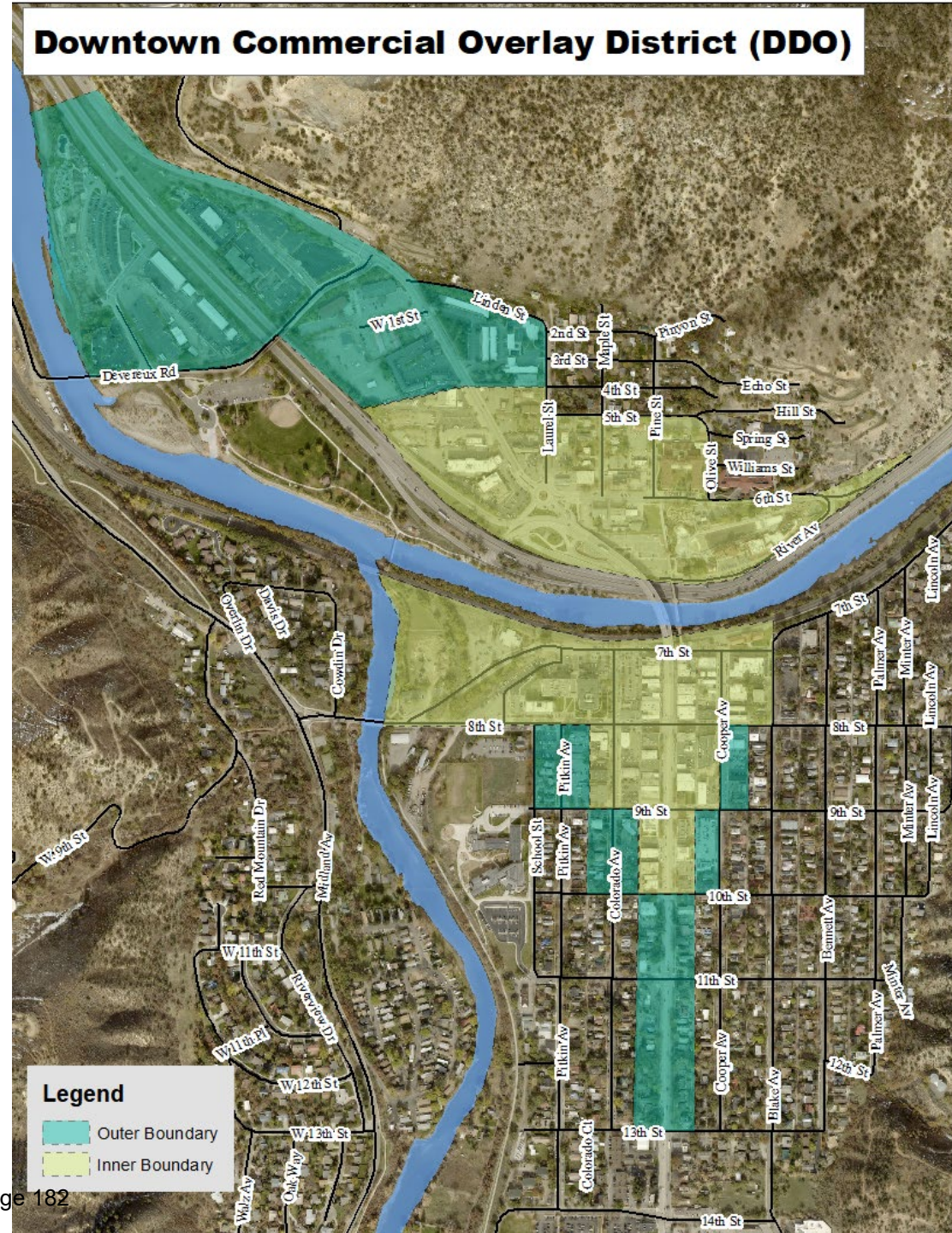


Downtown Overlay Boundary Map



The overlay district comprises **two** areas, an inner boundary aimed at engaging activities and uses, and an outer boundary incorporating some additional professional and personal service uses.

Downtown Commercial Overlay District (DDO)



Overlay District Summary

The Downtown Commercial 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 as listed. The overlay district comprises two areas, an inner boundary aimed at engaging activities and uses, and an outer boundary incorporating some additional professional and personal service uses.

Allowed Uses on the ground floor:

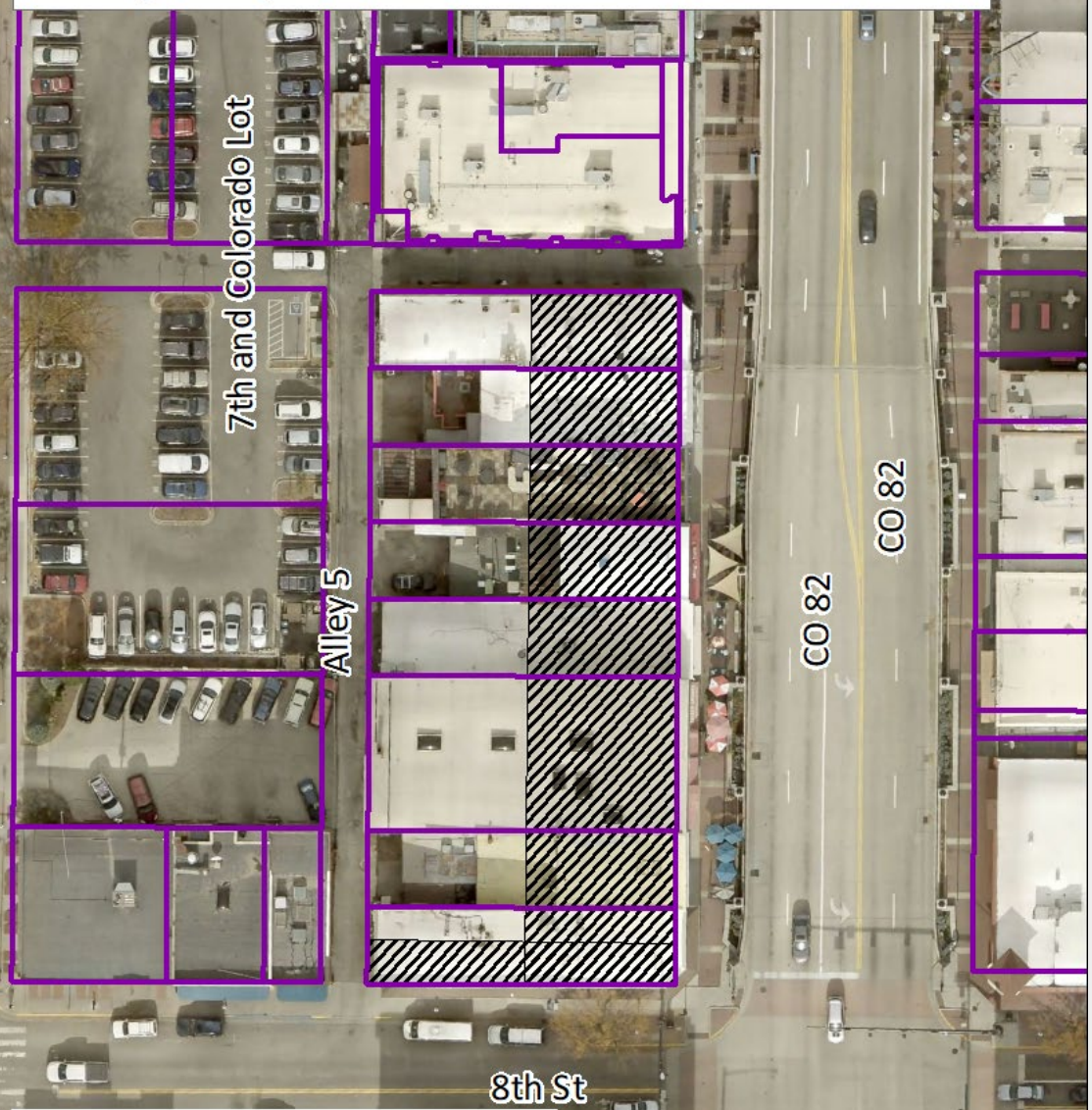
- Area. Approved uses must comprise a minimum of 50% of the ground floor, be open to the public, be street-facing, and have a primary entrance. All other uses allowed within the base zone district would apply to non-ground-floor areas.
- Inner Overlay Boundary
 - Food and beverage establishments
 - Retail
 - Recreation and Entertainment, Indoor
 - Personal Services, specifically :
 - Beauty/barber shops,
 - Shoe repair, Alterations
 - Spas/Massage
 - Personal Grooming
- Outer Overlay Boundary. In addition to uses listed in (1) above, the following uses are allowed on the ground floor:
 - All Other Personal Services
 - Professional Services
- Parking areas. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
- Base Zoning District Uses. Uses allowed in the base zoning district and not listed in (1) or (2) above, proposed for the ground floor within the overlay boundary shall be considered through a Special Use Permit review process. (Subsection 070.060.050(e))



Implementation

-  Parcel Boundary
-  Outer Boundary

Example Implementation of Ground Floor Uses



Legend

-  Parcel Boundary
-  Overlay Implementation - Example

Exemptions

Shall not apply to the following:

- Parks and Open Space
- Deed Restricted Housing including resident occupancy and/or affordability at or below 100% of Area Median Income .
- Nonconforming structures that have been damaged or destroyed by fire or other causes may be restored



Threshold of Applicability

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

- Non-Residential or Mixed-Use. A building permit for addition, alteration, demolition, or repair of an existing building or structure where the total gross floor area of the proposed alterations are twenty-five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
- Residential Only. A building permit for demolition, addition, alteration, or repair where the total gross floor area of the proposed alterations are eighty (80) percent or more than that of the total gross floor area of the existing structure before addition or renovation.
- Changes of use within an existing structure of the ground floor.
- Development on vacant land.



Discussion

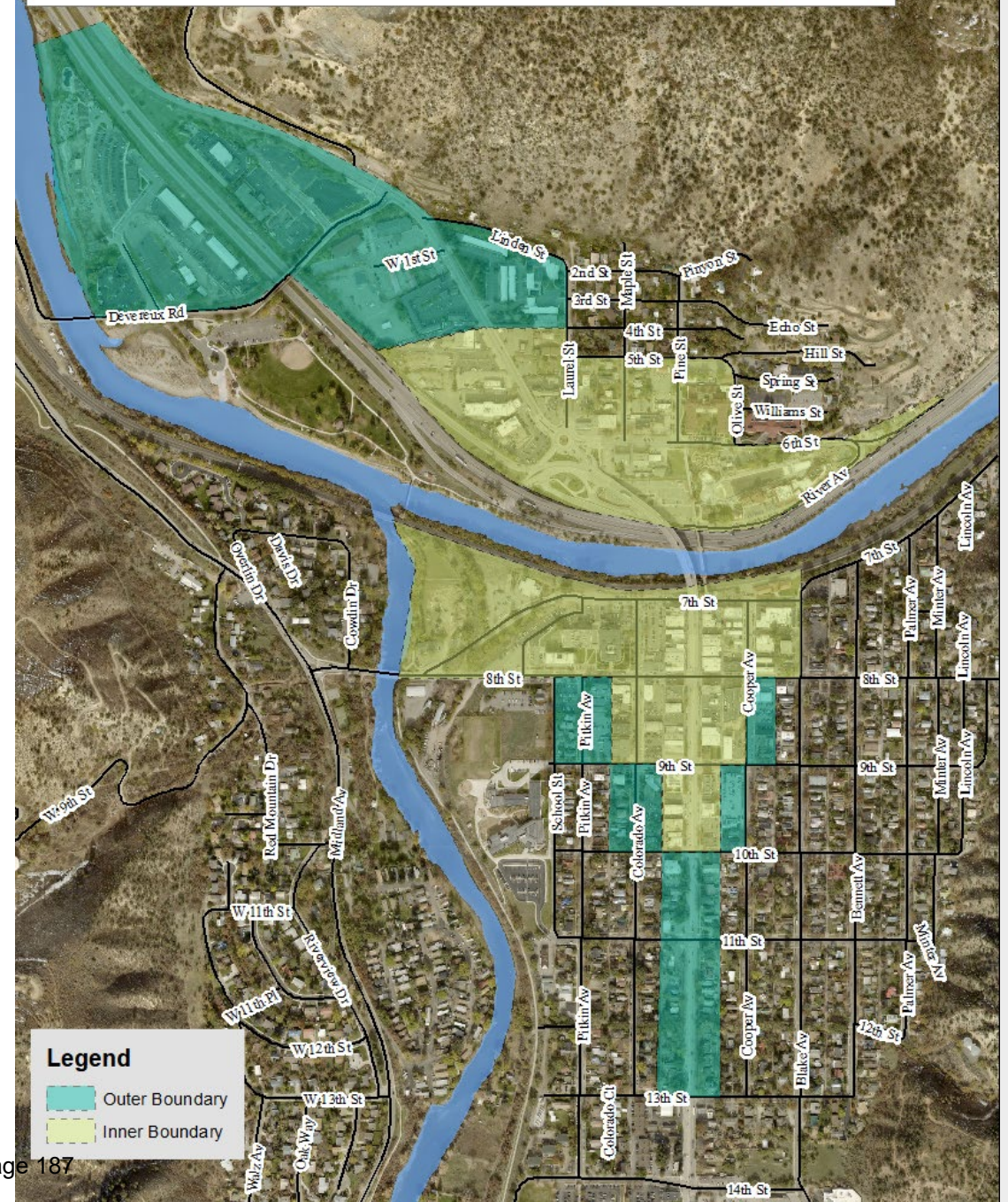
Inner Boundary Allowed Uses:

- **Personal Services:**
 - Beauty/barber shops
 - Shoe repair, Alterations
 - Spas/Massage
 - Personal Grooming

Outer Boundary Allowed Uses:

- **Professional Services:**
 - Administrative, professional, or government office
 - Bank or financial institution
 - Printing and copying establishment

Downtown Commercial Overlay District (DDO)





Proposed Code Language: 070.020.180 Downtown Commercial Overlay (DDO) District

1. **Purpose.** The Downtown Commercial 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 as listed. The overlay district comprises two areas, an inner boundary aimed at engaging activities and uses, and an outer boundary incorporating some additional professional and personal service uses.
2. **Applicability.**
 - A. General
 - B. The overlay standards shall apply to:
 1. Non-Residential or Mixed-Use. A building permit for addition, alteration, demolition, or repair of an existing building or structure where the total gross floor area of the proposed alterations are twenty -five (25) percent or more than that of the total gross floor area of the existing structure before addition or renovation;
 2. Residential Only. A building permit for demolition, addition, alteration, or repair where the total gross floor area of the proposed alterations are eighty (80) 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.
3. **Exemptions. This section shall not apply to the following:**
 - A. Parks and Open Space
 - B. Deed Restricted Housing including resident occupancy and/or affordability at or below 100% of Area Median Income.
 - C. Nonconforming structures that have been damaged or destroyed by fire or other causes may be restored pursuant to Section 070.010.070(d);



Proposed Code Language: 070.020.180 Downtown Commercial Overlay (DDO) District

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.

1. Area. Approved uses must comprise a minimum of 50% of the ground floor, be open to the public, be street-facing with, and have a primary entrance. All other uses allowed within the base zone district would apply to non-ground-floor areas.
2. Inner Overlay Boundary
 - A. Food and beverage establishments
 - B. Retail
 - C. Recreation and Entertainment, Indoor
 - D. Personal Services, specifically
 - E. Beauty/barber shops,
 - F. Shoe repair, Alterations
 - G. Spas/Massage
 - H. Personal Grooming
3. Outer Overlay Boundary. In addition to uses listed in (1) above, the following uses are allowed on the ground floor:
 - A. All Other Personal Services
 - B. Professional Services
4. Parking areas. 100% of off-street surface parking is required to occur behind the rear wall of the primary building.
5. Base Zoning District Uses. Uses allowed in the base zoning district and not listed in (1) or (2) above, proposed for the ground floor within the overlay boundary shall be considered through a Special Use Permit review process. (Subsection 070.060.050(e))

Staff Recommendation

Downtown Overlay Boundary

-  Inner Boundary
-  Outer Boundary



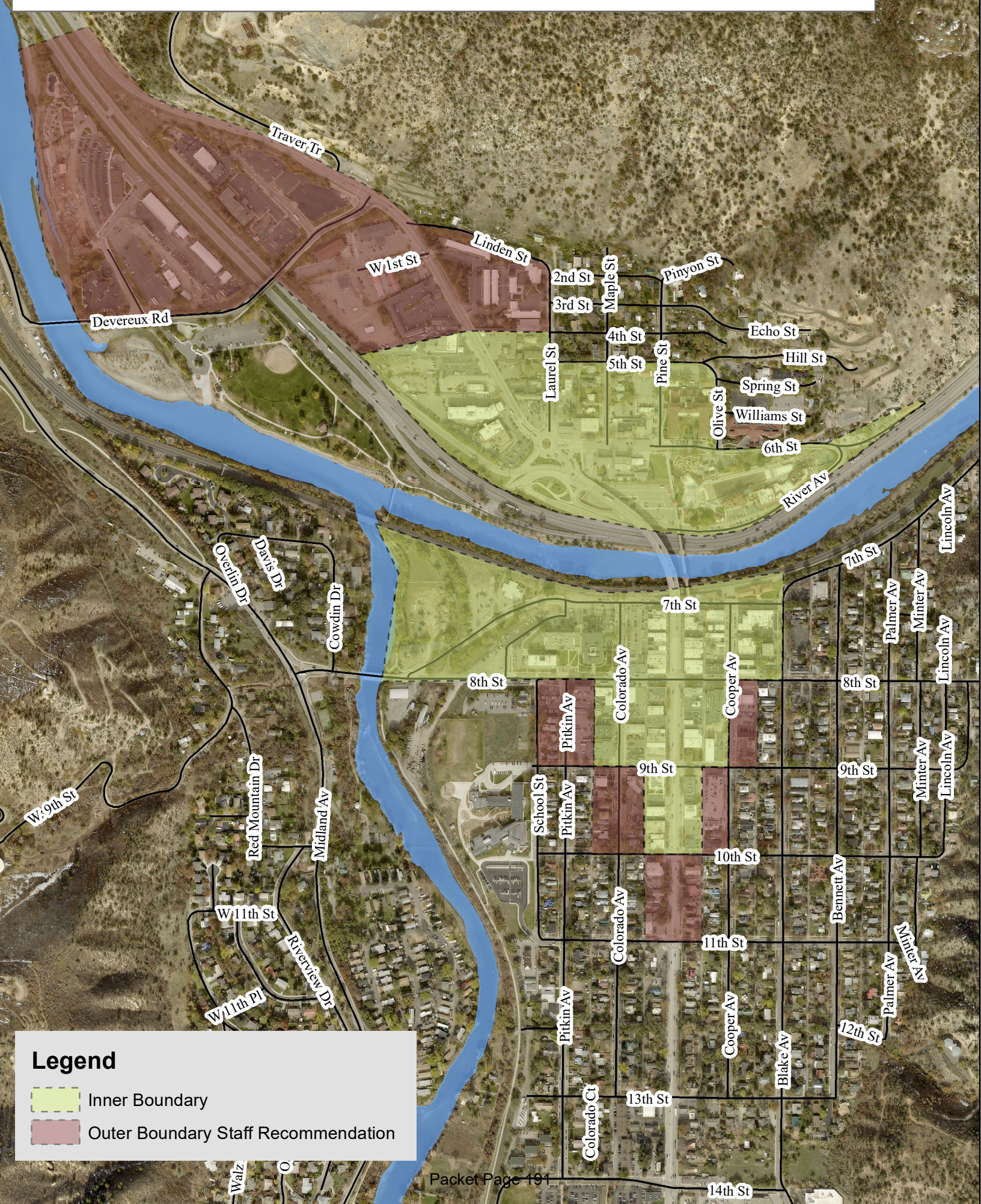
Downtown Commercial Overlay District (DDO)



Legend

-  Inner Boundary
-  Outer Boundary Staff Recommendation

Downtown Commercial Overlay District (DDO)



Downtown Overlay District

City Council

June 1, 2023

Hannah Klausman, Economic and Community Development Director



Public Engagement Summary

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 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.)

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)



Public Engagement Summary

Downtown Boundaries



Option 1

28%

(5)



Option 2

33%

(6)

Packet Page 194



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.

Exceptions

Shall not apply to the following:

- Parks
- Institutions
- 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.



Downtown Boundary Map

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.
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.**

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



Proposed Code Language

(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.



Proposed Code Language

(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.



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



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 Ooton 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?**



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item:	Short Term Rental License Fee Review
Action Requested:	Council to review current license fees for Short Term Rental Permits and Accessory Tourist Rental Permits.
Department:	Economic and Community Development
Presented By:	Emery Ellingson
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	On May 18th, the Council requested staff to research vacation rental license fees for Short Term Rental Permits (STR) and Accessory Tourist Rental Permits (ATR). Staff has reserached licensing fees for other communities in Colorado, see attached Vacation Rental Comparison Chart for more information. A Short Term Rental Permit allows for rental of an entire residential unit while the Accessory Tourist Rental is limited to one bedroom in an owner-occupied or resident managed residential unit. A short term rental is considered any stay fewer than 30 days. Any stay longer than 30 days is considered a long term rental and does not require a permit. Only long term rentals are allowed in residential units designated as accessory dwelling units (ADU). All permits run on a two year calendar ending in odd numbered years. The current permit period started January 1, 2022 and will end December 21, 2023. The cost for a permit is not pro-rated and charged per permit period. The cost for an STR Permit is \$500 for the first permit period and \$300 for each subsequent permit renewal. The cost for an ATR Permit is \$300 for the first permit period and \$150 for each subsequent renewal. This fee structure has been in place since the 2019-2021 permit period. Operation of an STR or ATR also requires a business license. The cost of a City of Glenwood Springs business license is \$50 for the same two year period. Changing business license fees is not within the scope of this discussion so staff did not research business license fees for other communities.
Issues:	This year is a permit renewal year so if Council were to approve any changes in fees, it should be done in a timely manner in order to give permit holders sufficient time to plan for the increased permit cost. The permit renewal process starts in September and runs until December 31st, 2023.
Fiscal Impact:	Possible fiscal impact is potential increase in collected license fees.
Legal Review:	
Staff Recommendation:	Staff recommends an increase in licensing fees for both STR and ATR permits. The primary reason that staff recommends the increase is so that the fees charged are commensurate with the amount of staff time spent administering the program. Currently, staff manages all aspects of the program which includes permit processing, building inspections, and enforcement. Staff suggests possible options for structuring the increase as follows: Staff Recommendation: Increasing permit fees by 20% which equates to \$600 for initial STR permit and \$400 for STR renewals and \$360 for initial ATR Permit and \$180 for ATR renewals Possible Alternative: Indexing increases in permit fees to any changes in the consumer price index (CPI) during the permit period. For example, for the 2024-2025 permit cycle, the fee would be determined by the difference in CPI from the previous permit period (January 2022 to December 2023).

COMMUNITY	FEE	PERMIT PERIOD	PRO-RATEDS FEES?	EQUIVALENT FEE (Cost for a two year permit period)	WEBSITE LINK*
Eagle	\$0	ANNUAL	NO	\$0	Eagle
Winter Park	\$150	ANNUAL	NO	\$300	Winter Park
Silverthorne	Between \$150 and \$500 based on number of bedrooms	ANNUAL	NO	Range \$300-\$1000	Silverthorne
Grand Junction	\$175	ANNUAL	NO	\$350	Grand Junction
Buena Vista	\$250 initial, \$150 renewals	ANNUAL	NO	\$400	Buena Vista
Glenwood Springs ATR	\$300 initial, \$150 renewals	Bi-ANNUAL	NO	450 for initial two years	Glenwood Springs
Steamboat Springs	\$250	ANNUAL	NO	\$500	Steamboat Springs
Glenwood Springs STR	\$500 initial, \$300 renewal	Bi-ANNUAL	NO	\$800 for initial two years	Glenwood Springs
Leadville	\$365 (includes \$40 inspection fee)	ANNUAL	NO	\$810	Leadville
Alamosa	\$750 initial, \$300 for renewals	ANNUAL	NO	\$1050 for initial two years	Alamosa
Durango	\$750	ANNUAL	NO	\$1,500	Durango
Breckenridge	\$756 per bedroom per year	ANNUAL	NO	Range starting at \$1,512	Breckenridge
Salida	\$1,000 plus one time admin fee of \$200	ANNUAL	No	\$2,000	Salida

*Website Link to City websites with more specific information



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: City Manager

Action Requested:

Department: City Administration

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: City Attorney

Action Requested:

Department: City Administration

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 15, 2023

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: