



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
OCTOBER 5, 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.

WORK SESSION

4:00	1. Washington DC Travel Debrief	Information/Discussion
4:15	2. Cul-De-Sac Discussion	Information/Discussion
5:00	3. Outdoor Dining Fee	Information/Discussion
5:20	4. Collaborative Project with Community Builders and the Chamber of Commerce	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar. When: Oct 5, 2023 06:00 PM Mountain Time (US and Canada) Topic: 2023/10/5 Regular City Council Meeting
Please click the link below to join the webinar: <https://us02web.zoom.us/j/89088919324?pwd=NnpHMzNHMlIMMEFyNHlwa3VFfBSdz09>
Passcode: 336531 Or One tap mobile: +17193594580,,89088919324# US +12532158782,,89088919324# US (Tacoma) Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 719 359 4580 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) +1 253 205 0468 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 305 224 1968 US Webinar ID: 890 8891 9324 International numbers available: <https://us02web.zoom.us/j/89088919324?pwd=NnpHMzNHMlIMMEFyNHlwa3VFfBSdz09>

REGULAR SESSION

6:15	5. Roll Call	
	6. Agenda Changes & Conflicts	
	7. Council Announcements	
	8. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	9. Consent Agenda	Discussion and/or Action
	A. September 21, 2023 Council Minutes	
	B. Ordinance 2023-15; Code Amendments to Title 070 Regarding Child Care and Other Minor Changes. Second Reading	
	C. WSP USA Environmental and Infrastructure Change Order Approval	

ACTIONS AND/OR PRESENTATIONS

10. Proposed 2024 Budget Submittal to City Council	Information/Discussion
11. Roaring Fork School District Mental Health in Schools Update and Funding Request	Discussion and/or Action
12. Middle Colorado Watershed Council Memorandum of Understanding	Discussion and/or Action
13. Fee Waiver Request for Glenwood Gardens Project	Discussion and/or Action
14. Cul-De-Sac Discussion	Discussion and/or Action
15. Resolution 2023-35: Setting 1041 Permit Fee	Discussion and/or Action
16. Resolution 2023-31; Outdoor Dining Fee	Discussion and/or Action

17. Update and Action Regarding City Manager Search

Discussion and/or Action

18. Council Comments

19. Report from City Administration

A. City Manager

B. City Attorney

C. Correspondence Incoming/Outgoing

20. Executive Session

An executive session pursuant to CRS 24-6-402(4)(b) for a conference with the City Attorney for the purposes of receiving legal advice on specific legal questions regarding pending or threatened litigation more specifically the Hershey litigation involving the August 10, 2023 Executive Session, Open Records Act and Open Meetings Law.

21. Adjournment

View the City of Glenwood Springs Accessibility Policy at www.cogs.us/ADA / Ver el Póliza de Accesibilidad de la Ciudad de Glenwood Springs en www.cogs.us/ADA



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: Washington DC Travel Debrief

Action Requested: Mayor Wussow and Mayor Pro-Tem Dehm recently traveled to Washington DC to crusade for funding for Glenwood projects. This item is an overview of that trip.

Department: City Administration

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Cul-De-Sac Discussion
Action Requested:	The recommendation from the engineering department and the fire department is that “No Parking, Fire Lane” signs be installed in the cul-du-sacs listed below in order to allow safe and effective operations.
Department:	Public Works
Presented By:	Ryan Gordon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Staff presented to Council during a July work session about the parking issues within the cul-du-sacs located throughout the City. The primary issues with vehicles parked in cul-du-sacs are that they reduce accessibility for emergency vehicles by making turning movements difficult, and plowing less effective and more challenging. Many of the recorded subdivision documents in Planned Unit Development (PUD) and Shared Interest Associations (SIA) provide direction on parking within the cul-dusacs. The City has notified the public and has installed “No Parking” signs in cul- du-sacs where parking restrictions are clearly defined. However, there are approximately 8 cul-du-sacs where no documentation was found providing direction on parking. Those cul-du-sacs are: 1. Stoneridge Ct 2. Ptarmigan Drive 3. Sopris Avenue 4. Glen Oak Lane 5. Parkwood Lane 6. Cottonwood Lane 7. Brush Creek Lane 8. Red Bluff Lane On the evening of August 2, engineering and the fire department drove each of the cul-du-sacs listed above with a fire engine to determine if the engine can quickly and efficiently navigate the cul-du-sacs and if “No Parking, Fire Lane” signs are warranted. A drone was utilized to record the engine from above. The engine was able to make the turn without backing up on a couple of the cul-du-sacs but had to drive very slowly with a spotter in front of the engine to help. The majority of the cul-du-sacs required the engine to back up to make the turning movement. If there were vehicles parked in the cul-du-sacs the turning movement would have been significantly more challenging and time consuming.
Issues:	None at this time.
Fiscal Impact:	This fits within the 2023 approved signage budget.
Legal Review:	Legal is up to date on this discussion.
Staff Recommendation:	The engineering department and the fire department staff will be recommending that “No Parking, Fire Lane” signs be installed in the cul-du-sacs listed on the attached staff report in order to allow safe and effective operations.



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Outdoor Dining Fee
Action Requested:	Discussion of City Outdoor Dining Program
Department:	Economic and Community Development
Presented By:	Emery Ellingson
Strategic Goals:	Provide Efficient and Responsive City Government Generate Sustainable Economic Development Ensure Public Safety
Background Info:	The outdoor dining program was created in 2014 via Resolution 2014-09. Since then , the program has grown and the City now has 18 separate lease agreements with businesses at the rate of \$1.75 per square foot plus an annual \$75 administrative fee. Eight leases predate COVID and ten have been added since 2020. Outdoor dining leases are approved administratively with City Manager approval on all new leases and subsequent lease renewals.
Issues:	Council to discuss existing lease rates and administrative fees for leasing City owned right-of-way included sidewalks and on-street parking spaces.
Fiscal Impact:	Current lease rates are \$1.75 per square foot. This rate was set by resolution 2014-09 and has not changed since 2014. This lease rate does not differentiate between different types of leaseable areas. The annual administrative fee is \$75 and was set by resolution 2014-09 and has not changed since 2014. Increasing lease rates or administrative fees would represent an additional cost for leaseholding businesses.
Legal Review:	Legal has reviewed.
Staff Recommendation:	Staff defers to Council

RESOLUTION NO. 2014-9

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GLENWOOD SPRINGS, COLORADO, ADOPTING A GLENWOOD
SPRINGS OUTDOOR DINING PROGRAM; SUMMARY, CHECKLIST,
APPLICATION AND FORM LEASE.**

WHEREAS, goals of the City Council are to encourage economic vitality and enliven the city's commercial district while protecting the historic character of the city;

WHEREAS, the City Council believes that locating outdoor dining spaces on public property which adjoins an operating restaurant will further these goals;

WHEREAS, City staff have worked to draft an Outdoor Dining Program to provide interested restaurant owners with parameters and expectations for expanding their restaurant service area onto adjoining public right of way;

WHEREAS, the City Council, at three meetings, heard comments as to the various issues involved in instituting of this Program from City staff and members of the public; and

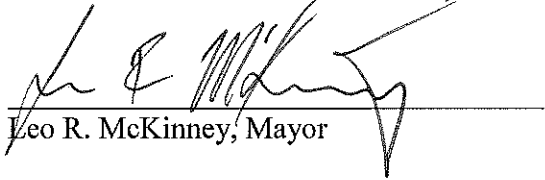
WHEREAS, the City Council finds that the proposed Glenwood Springs Outdoor Dining Program is consistent with the City's goals and policies and is in the best interest of the health, safety and welfare of the citizens of the City of Glenwood Springs.

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

The City Council of the City of Glenwood Springs hereby adopts the Glenwood Springs Outdoor Dining Program Summary, Checklist, Application and form lease attached hereto and incorporated herein as Exhibit A.

INTRODUCED, READ AND PASSED THIS 17th DAY OF April,
2014.

CITY OF GLENWOOD SPRINGS, COLORADO


Leo R. McKinney, Mayor

ATTEST:


Ann Green, Deputy City Clerk



DRAFT #6 –City Council Review – April 17, 2014

**Outdoor Dining Program
Summary, Application & Checklist**

City of Glenwood Springs
101 W 8th Street
(970)384-6411

PROGRAM OVERVIEW

Purpose: To enliven the city's commercial districts by encouraging outdoor dining on publically-owned property within a framework that enhances the historic character of the city, promotes economic vitality, and protects the health, safety and welfare of residents, businesses, and visitors.

Applicability: Outdoor dining and seating on public property will be allowed in the City's commercial zone districts, subject to the administrative review and approval of an application and execution of a lease.

Eligibility: Licensed retail food establishments (as defined by 6CCR 1010-2) and retail establishments that serve specialty foods and beverages (e.g. ice cream shops, coffee houses, bars/brew pubs) are eligible for the outdoor dining program. Mobile food vendors are not eligible for outdoor dining under this program.

Application & Lease required: Use of sidewalks, plazas, alleys and other property owned or under the control of the City of Glenwood Springs requires the following:

- A completed application demonstrating compliance with these design standards;
- A scaled diagram of the lease area;
- Execution of a non-transferrable or non-assignable lease agreement;
- Evidence of liability insurance; and
- Execution of an indemnification agreement.

Outdoor Dining Season & Hours of Operation:
Outdoor dining will be allowed year-round.

Outdoor dining is permitted only when the primary food establishment or its kitchen is open.



Alternative Methods, Designs and Materials

These design standards were created for building frontages and sidewalks typically found in downtown Glenwood Springs. Where buildings, seating areas, and sidewalks do not conform to typical situations, building owners and tenants are encouraged to suggest alternative designs and materials that would meet the overall intent of these regulations. City staff will consider design and material alternatives on a case by case basis.

Appeals

City staff reviews and approves outdoor seating applications. Any owner or operator that feels aggrieved by a staff decision may appeal to City Council.

DESIGN STANDARDS:

General Requirements:

1. In most cases, the outdoor dining area shall be against the side of the building and immediately adjacent to, and in front of, the restaurant to which it is appurtenant. However, a restaurant that is located adjacent to a public plaza may separate the outdoor seating area from the building. In no case shall the outdoor seating area encroach into the public frontage of another property or business.
2. The outdoor dining area shall not be located such that it impedes access to any other business; interferes with access to curbs, ramps or driveways; obstructs emergency access or circulation; or limits city access to utilities for maintenance. Aisles and table/chair placement within the outdoor dining area shall comply with International Building Code requirements.
3. Where a restaurant is located on a corner, the outdoor dining area shall not interfere with vehicular sight distances, as determined by the City Engineer.
4. The outdoor dining area shall be located so that the remaining public sidewalk has a minimum 5-foot wide continuous pedestrian throughway, free from all obstruction.
5. At the end of the lease term, or upon termination of the lease agreement, all furnishings, structures, barriers, platforms and other items shall be removed and the sidewalk shall be returned to original condition at the sole expense of the lessee or building owner.
6. The outdoor dining area must remain clear of litter at all times. No trash container shall be stored in the outdoor dining area when the restaurant is closed for business. City-owned and maintained trash containers shall not be used for restaurant waste.
7. The outdoor dining area must meet all City of Glenwood Springs building code and Americans with Disabilities Act requirements for location, spacing, and access.
8. The outdoor dining area shall not be used for storage.
9. All furnishings including umbrellas shall be contained within the outdoor dining area.
10. Outdoor lighting shall comply with Municipal Code 070.140-Exterior Lighting Standards.
11. The outdoor dining area is subject to compliance with the City's noise ordinance, 100.070 of the Municipal Code.
12. No smoking is allowed in the outdoor dining area.
13. Signs shall comply with Section 070.030.158- Downtown Design Standards, Article 070.060-Sign Code. In no case shall banners or signs hang from or be attached to a barrier, except for those required for alcohol service.
14. Outdoor portable heaters shall be reviewed and approved by the Fire Department.



Tables, Chairs & Umbrellas

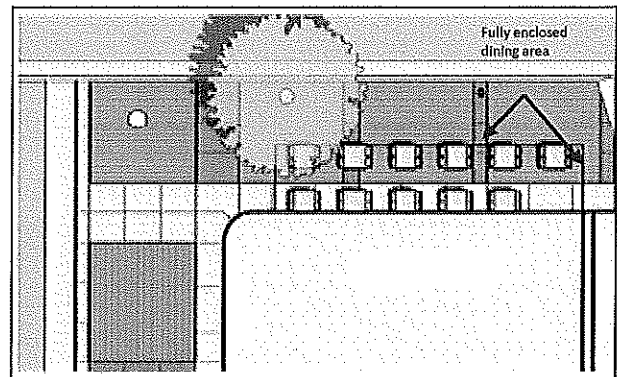
1. Tables and chairs shall be made of high quality natural products such as metal, wood, stone, masonry and shall have an ability to withstand the elements. Engineered and plastic products shall be considered on a case by case basis. All tables and chairs within each outdoor seating area shall be of a consistent style and color.

2. White or fluorescent-colored tables and chairs are not allowed.
3. Use of umbrellas in the outdoor dining area is encouraged. Umbrella colors shall be compatible with the surrounding commercial district, and the overall color scheme of the building. Square or rectangular umbrella shapes, and solid colors or subtle patterns of fabric are preferred.
4. Umbrellas may overhang the barrier however the overhanging area will be included in the lease area.
5. Umbrellas may include advertisement on the valance. However if the name of the primary restaurant is used, it must comply with the square footage requirements provided for in Article 070.060-the Sign Code.
6. Awnings or canopies that are attached to the building require application of a building permit. In no case shall awnings or canopies have support posts within the public right-of-way.
7. All outdoor furnishings shall be adequately secured during high winds.
8. Pop-up shade structures shall not be allowed, with the exception of umbrellas.
9. Furniture must not be roped, cabled or otherwise secured to trees, street lights, street signs, hydrants or any other infrastructure, both during operating hours or at times when the restaurant is closed. Furniture may be secured to barrier fencing.



Barriers

1. All barriers shall meet the following design requirements –
 - a. Barriers, with the exception of planters, shall be between 36 and 42 inches in height, and shall be mostly transparent (see-through) to maintain visibility of sidewalk activity.
 - b. Barriers must be sturdy, stable and of sufficient weight so as not to tip or be up-ended in the wind.
 - c. Barriers may be semi-permanently bolted or adhered to the sidewalk, however at the end of the lease term, or upon termination of the lease agreement the barrier shall be removed and the sidewalk shall be returned to original condition at the sole expense of the lessee or building owner.
 - d. Fencing with natural or synthetic fabric inserts is not permitted.
 - e. Chain link, chicken wire or similar fencing materials are not permitted.
 - f. Use of planter boxes containing colorful annual and perennial plants is encouraged, subject to the following:
 - i. Planters, excluding the plants, must be between 30 and 42 inches in height.
 - ii. Planters must contain living plants. Diseased or dead plants must be removed immediately and replaced with new, live plants.
 - iii. Seasonal displays or decorations are allowed during winter months.
 - iv. Planters of bare dirt, mulch rocks or other similar material are not allowed.
2. Restaurants that do not serve alcohol shall construct a barrier that extends perpendicularly from the building to the outside limits of the outdoor dining area. This is to insure that visually



impaired pedestrians can detect the limits of the outdoor seating as well as to insure that tables and chairs are contained within the leased outdoor seating area. These restaurants may also fully enclose the outdoor dining area, but it is not required. When the seating area extends 3 feet or less from the building, no barrier is required.

3. Establishments that serve alcoholic beverages in the outdoor dining area, shall construct a barrier that fully encloses the outdoor dining area and that meets the requirements of the local and state liquor licensing authority, City of Glenwood Springs building code and Americans with Disabilities Act. The enclosed area may include one access point to the public sidewalk, and if gated, the gate shall swing into the seating area and not outward to the public right-of-way, unless otherwise required by the International Building Code.
4. Restaurants that are located adjacent to a public plaza may separate the outdoor seating area from the building. Barriers shall be constructed to adequately define the limits of the seating area. This is to insure that visually impaired pedestrians can detect the seating area and to insure that tables and chairs do not encroach into the accessible public walkway. In no case can alcohol service be extended to this area. The separation from the main liquor license premises may preclude liquor service in the separated outdoor seating area.



DRAFT

Outdoor Dining Program Checklist & Application

The Community Development Department requires the following information to process your application for outdoor dining. City staff will review your information for compliance with the eligibility criteria, applicable Municipal Code requirements, and the design standards. To avoid delays, it is imperative that you provide an application that contains all of the required information. While City staff may be able to process some applications within 3 to 4 weeks of receipt, we highly recommend that you budget at least 6 weeks for this review, especially if your application requires a building permit.

____ Planning Application:

- Complete and sign the form. If you do not own the building, you and the building owner must sign the application. A copy of the Planning application is available on the City's website at www.cogs.us. Click on "City Forms Portal" - "Community Development Forms". Scroll through the list to "Planning Application".

____ Narrative description:

- Provide a brief written description of your restaurant and how you intend to utilize the outdoor dining area. For instance, discuss hours of operation; how many tables and chairs will you be adding; how will the furnishings be secured; do you plan to have music; will you be adding lighting, if so, where will the fixtures be located and how will you obtain electricity; do you need to construct a platform because of uneven sidewalk grade; will you be adding any signs; and any other information that you want to include to help the City understand how you intend to utilize the outdoor space.

____ Diagram:

- Provide one or two diagrams to scale that include the following (See Figure 1 and 2 for example diagrams)-
 - ✓ North arrow.
 - ✓ Property lines.
 - ✓ Building and proposed outdoor dining area. Include dimensions of the seating area and length of building frontage.
 - ✓ Sidewalk from face of building to nearest curb. Include the sidewalk width and location of any obstructions in the immediate vicinity of the proposed outdoor dining area including street trees, sign posts, fire hydrants, flower planters.
 - ✓ Tables and chairs, and other furnishings including umbrellas, you propose to locate within the outdoor dining area.
 - ✓ Location of building entrance.
 - ✓ Barrier, with dimensions (width and length) noted. Include a detail of how the barrier will be attached to the sidewalk or pavement.

____ Photos, Drawings, or Cut Sheets:

- Provide photos, drawings of manufacturer cut sheets of all the furnishings you propose using in the outdoor dining area. This includes but is not exclusive of tables, chairs, barriers, umbrellas, light fixtures, and heaters.

____ Construction details:

- If your project involves construction of a temporary or permanent platform, you are required to submit a building permit application and construction drawings. Building permit applications

are available on line at www.cogs.us. Click on "City Forms Portal" - "Community Development Forms"; scroll down the list to "Building Permit Forms".

_____Insurance:

- Provide proof of liability insurance in the amount of \$1 million, with the City of Glenwood Springs named as an additional insured party.

_____Administrative Fee: \$75.00

Draft

Figure 1-Sample Diagram

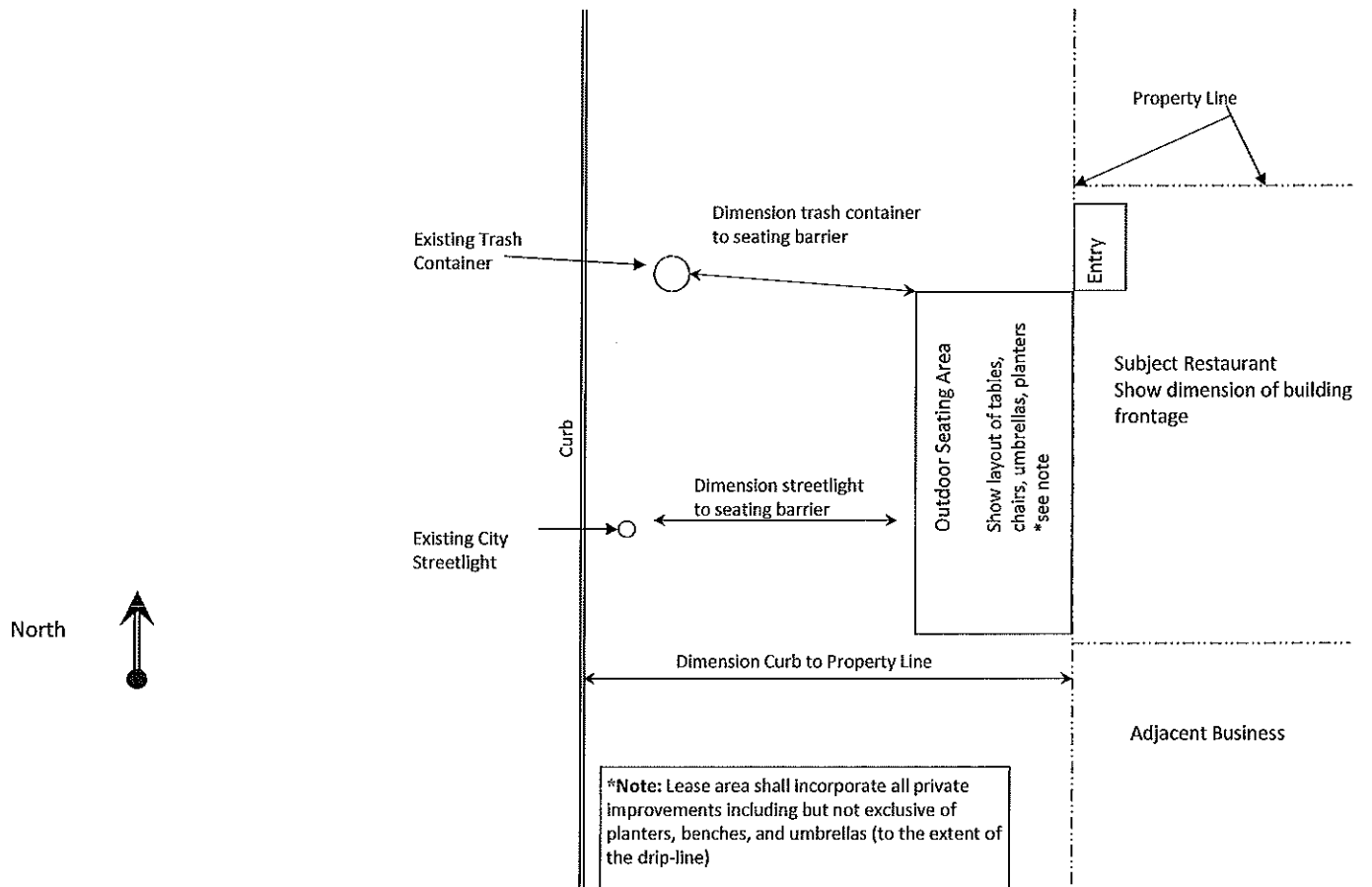
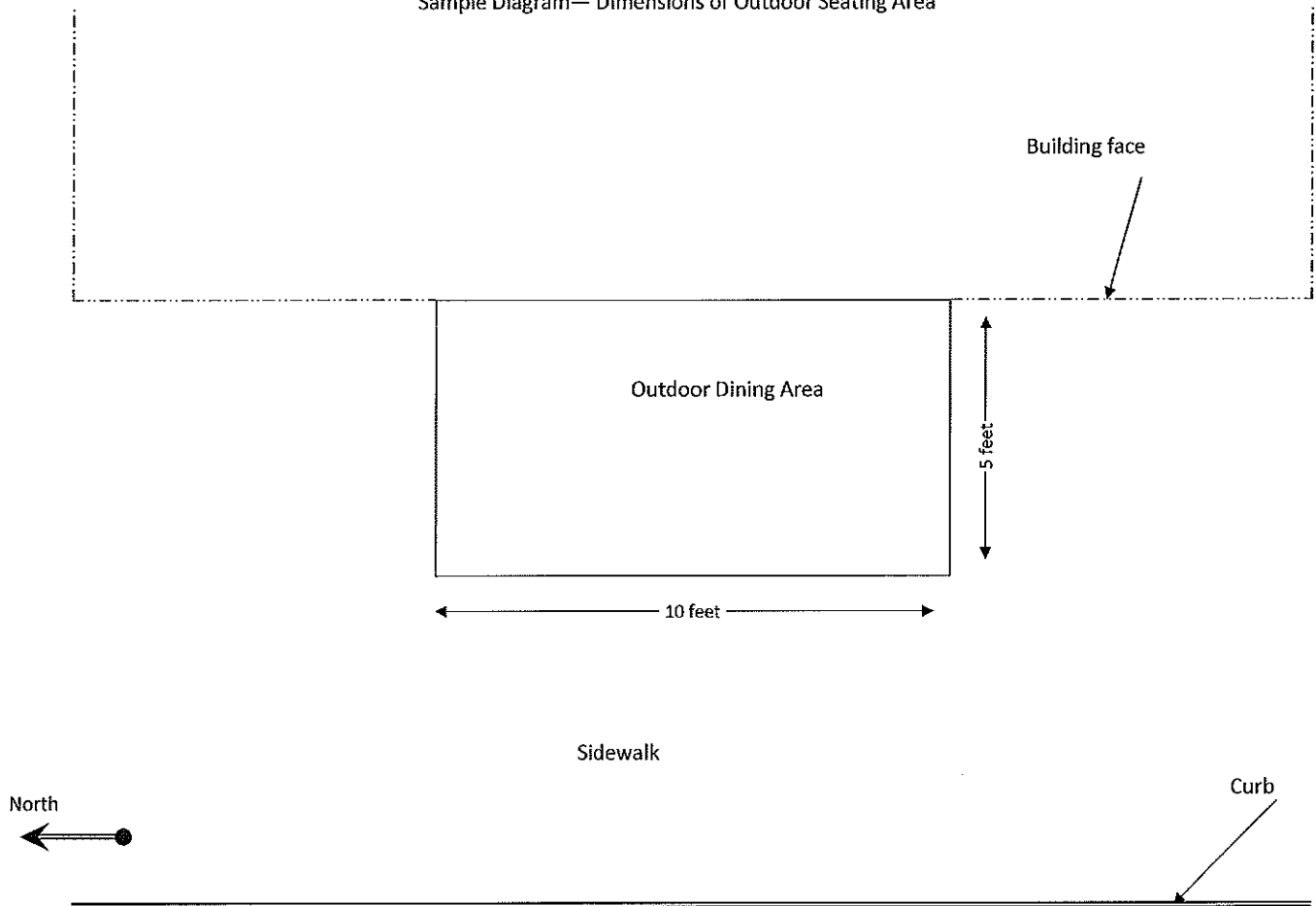


Figure 2
Sample Diagram— Dimensions of Outdoor Seating Area



AGREEMENT FOR LEASE OF PROPERTY

This AGREEMENT FOR LEASE OF PROPERTY (the "Agreement") is made this _____ day of _____, 2014, between the CITY OF GLENWOOD SPRINGS, a Colorado home rule city ("Lessor"), and _____ ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease Lessor's property located at _____ in Glenwood Springs, Garfield County Colorado and as described in Exhibit A attached hereto and incorporated herein ("Property"), for use as an outdoor dining area; and

WHEREAS, Lessee occupies, either through ownership or lease, and runs an ongoing restaurant operation in property adjoining Property; and

WHEREAS, Lessee desires to lease the Property from Lessor and Lessor desires to lease the Property to Lessee on the terms and conditions contained herein.

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

1. Scope of Agreement. Lessee hereby agrees to utilize the Property as a temporary outdoor dining space for the service and consumption of food prepared in Lessee's adjoining restaurant operation that may or may not include the service of alcoholic beverages.

2. Consideration. Lessee agrees to annually pay Lessor _____ Dollars (\$_____) equal to the total of \$75 administration fee plus _____ square feet times \$1.75, due and payable on or before the effective date of this Agreement.

3. System Improvement Fee. Lessee agrees to pay a system improvement fee calculated in accordance with Article 080.060 of the Glenwood Springs Municipal Code. The fee shall be calculated on an EQR level as of _____ and shall be based upon the 2014 actual increase in metered water consumption compared to the historic water use (presumed to be five years). The fee shall be paid on or before _____.

4. Term. The initial term of this Agreement shall be effective as of _____, 2014 and shall be for the term of _____. As determined in the exercise of Lessor's sole discretion, Lessor may approve in writing successive _____ terms, subject to Lessee satisfying the following conditions precedent: (a) Lessee's use of Property has not been the subject of any violation of the Glenwood Springs Municipal Code, the State of Colorado Liquor and Beer Codes and Regulations, the Glenwood Springs Outdoor Dining Program and administrative permit, and this Agreement and (b), if applicable, the liquor license issued to

Lessee is renewed for the successive term. Notwithstanding anything to the contrary contained herein, this Agreement will automatically terminate if the term of this Agreement is not extended.

5. Improvements and Personal Property. All construction, improvements, installations, furniture, fixtures and/or equipment on the Property shall, at all times, comply with the Glenwood Springs Municipal Code (not limited to, but including all building and fire codes as adopted into Title 060), the Glenwood Springs Outdoor Seating Program, and the following:

5.1 Lessee accepts the Property as it is currently improved, and Lessor shall not be required to make any improvements thereon. Lessee, at its sole expense, shall erect, retain and maintain a perimeter enclosure not more than forty-two inches (42") in height and not less than thirty-six inches (36") in height. The perimeter enclosure material, design, and installation shall be approved by Lessor. The perimeter enclosure shall also be located to facilitate monitoring of potential encroachments beyond the Property. The perimeter enclosure must be approved by Lessor for egress purposes. Openings in the enclosure shall not be less than thirty-six inches (36") wide. Unless otherwise required, if there is a gate it must swing inward to prevent obstruction of the public right-of-way. The perimeter enclosure shall not be affixed to the public right-of-way or in any way damage the existing surface of the Property or surrounding area, unless approved in writing by the Public Works Department.

5.2 Lessee may place furniture, fixtures and equipment on the Property so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Property nor impede pedestrian traffic on the public right-of-way adjoining the Property. The terms of this paragraph shall include, but not be limited to, perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open, outdoor portable heaters and any other furniture or equipment placed or utilized by Lessee. Lessee's furniture may remain on the Property during hours not in operation at Lessee's own discretion and Lessee shall accept and retain full responsibility and liability for any damage or theft. Lessee shall not store furniture, fixtures or equipment on the Property when not being used as an outdoor dining area. Required perimeter enclosures shall be continuously maintained during the term of this Agreement.

5.3 If alcohol service is permitted on the Property, the perimeter of the Property shall be enclosed by a fixed perimeter enclosure no less than ____ inches (____") in height, the material, design and installation of which shall be approved by Lessor and the Glenwood Springs Local Liquor Licensing Authority. Signs notifying customers of entrance into or exit from the limits of the liquor licensed premises shall be posted on Property as required by the State of Colorado Liquor and Beer Codes and Regulations and/or the Local Liquor Licensing Authority.

5.4 All lighting shall comply with Article 070.140 of the Glenwood Springs Municipal Code. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Property into the public way, nor cross pedestrian paths, nor be placed so as to create a tripping hazard.

5.5 Signs are expressly prohibited on the Property except in compliance with the Glenwood Springs Municipal Code and the Outdoor Seating Policy. Lessee shall submit and obtain approval of a City sign permit before installing any signage, except that required in 5.3 above.

5.6 Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Property. Lessee may provide a private trash and/or recycling receptacle within the Property provided that it is emptied and maintained on a regular basis. All trash and/or recycling receptacles must be emptied or pulled into an enclosed area at the close of business each day. Lessee shall at all times ensure that refuse generated within the Property does not transfer to the adjoining public right-of-way and does not attract wildlife.

5.7 Lessee understands this Property may be subject to temporary or permanent closure due to replacement of the Grand Avenue bridge which may affect this Agreement pursuant to sections 6. (temporary closure) and 9.2 (permanent closure) below.

6. Lessor's Access; Repairs. Lessor and Lessor's agents shall have the right to enter the Property at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as Lessor may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if Lessor shall determine it necessary to make changes or improvements affecting the Property which may affect any improvements placed by Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such necessary repair or alteration periods. Lessor agrees to prorate rent due in the event it undertakes major structural changes that continue for a period in excess of fourteen (14) consecutive days during a lease period.

7. Quiet Possession. Lessor covenants and agrees that so long as Lessee observes and performs all of the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly enjoy use of the Property for the term without any encumbrance, interference or hindrance by Lessor other than as detailed in this Agreement. If Lessee's use of the Property is limited or denied through rezoning, environmental impact edict, or other action of any public or quasi-public agency or governmental authority, this Agreement, at the sole option of Lessee, shall terminate as of the effective date of such action provided that the Lessor may not use this process to solely terminate this Agreement.

8. Indemnity; Insurance; Governmental Immunity.

8.1 Indemnity. The Lessee shall be responsible for all damages to persons or property caused by the Lessee, its agents, employees or subcontractors, which may result from its negligent acts, errors and omissions hereunder, and to the extent permitted by law shall indemnify and hold harmless Lessor from any claims or actions brought against Lessee or Lessor by reason thereof.

8.2 Insurance. Lessee shall provide proof of general liability insurance to the Lessor upon execution of this Agreement. The liability insurance shall name the Lessor as an "additional insured" thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000.00). Lessee shall maintain this insurance for the term of this Agreement.

8.3 Governmental Immunity. Nothing in this Agreement shall be interpreted as a waiver of governmental immunity, to which Lessor would otherwise be entitled under Section 24-10-101, C.R.S., et seq., as amended.

9. Termination.

9.1 With Notice. This Agreement may be terminated for any reason whatsoever, at Lessor's sole discretion, upon ninety (90) days written notice.

9.2 Immediate. In the event Lessor determines that continued use of the Property poses an undue threat to the public health and welfare or other cause exists, this Agreement may be immediately terminated.

10. Removal of Lessee Improvements and Personal Property. Lessee shall promptly, but in no event more than 10 days after termination, expiration or non-renewal of this Agreement, remove all personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Property and restore Property to its condition before Lessee's use under this Agreement. Failure to remove said Lessee property within ten (10) days shall be deemed abandonment of said Lessee property and result in the ownership thereof transferring to Lessor which shall have the right to dispose of said property as its own. If Lessee fails to remove Lessee property and restore Property to its pre-existing condition, Lessee shall reimburse Lessor for all costs associated with its failure to restore Property.

11. Default; Breach; Remedies.

11.1 Default. The occurrence of any of the following events constitutes cause to terminate this Agreement:

- (a) The failure by Lessee to maintain insurance.

(b) The revocation or suspension of Lessee's liquor license or other operating permits or licenses.

(c) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by Lessee of a petition to have Lessee adjudged a bankrupt, or the judicial declaration of Lessee as bankrupt.

(d) The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Property or Lessee's adjoining business or of Lessee's interest in this Agreement, if possession is not restored to Lessee within thirty (30) days.

(e) The attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or Lessee's adjoining business or of Lessee's interest in this Agreement, if the seizure is not discharged within thirty (30) days.

(f) If Lessee vacates or abandons the Property for a period of _____ or more.

(g) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Lessee, other than those described in subparagraph (a) through (f) above, where the failure continues for a period of thirty (30) days after Lessee receives notice thereof from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

11.2 Remedies upon Lessee's Default. In the event of any such Default by Lessee, Lessor may, after giving notice as provided above, terminate this Agreement and require Lessee to remove the improvements as discussed herein. Lessor may enter onto the Property, remove Lessee's property, take and hold possession of Lessee's property, and expel Lessee and pursue those remedies available to Lessor under the laws of the State of Colorado.

11.3 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform any covenants, terms, provisions, agreements or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

11.4 Remedies upon Lessor's Default. If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Agreement, Lessee may elect to terminate this Agreement upon giving thirty (30) days' notice to Lessor of its intention to do so, with return of prorated annual rent payment.

12. Agreement Administration and Notice. For purposes of administering this Agreement, _____ will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Lessor: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, Colorado 81601

Copy to: City Attorney
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, Colorado 81601

To the Lessee:

Copy to:

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

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

16. Attorneys' Fees. Should this Agreement become the subject of litigation between Lessor and Lessee, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to reasonable attorneys' fees and expert witness

fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

17. Assignment. Lessee may not assign this Agreement without written Lessor approval.

18. Counterparts. This Agreement may be executed in counterparts, including any facsimile copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2014.

LESSOR – CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____
Jeff Hecksel, City Manager

Robin S. Unsworth, City Clerk

APPROVED AS TO FORM:

By: _____
Janette H. Shute, City Attorney

LESSEE – _____

By: _____
Name: _____
Title: _____

BUSINESS	ADDRESS	LEASE TYPE	ORIGINAL LEASE ISSUANCE	LEASE EXP.	SQ. FT.	ADMIN FEE	ANNUAL COST	LIQ EXP DATE
Casey Brewing	711 Grand	Outdoor Seating	8/30/2019	9/30/2024	250.00	75.00	512.50	No City License
Casey Brewing	711 Grand	Extended Area	5/27/2020	9/30/2024	275.00	75.00	556.25	No City License
Colorado Ranch House	704 Grand	Outdoor Seating	6/23/2020	4/6/2024	475.00	75.00	906.25	6-Apr
Daily Bread	729 Grand	Outdoor Seating	3/1/2022	8/11/2024	160.80	75.00	356.40	11-Aug
Glenwood Canyon Brewing	402 7th St	Outdoor Seating	6/1/2014	4/4/2024	482.67	75.00	919.67	4-Apr
Grind	701 Grand	Outdoor Seating	5/12/2020	3/4/2024	420.00	75.00	810.00	4-Mar
Grind	701 Grand	Extended Area	6/20/2020	3/4/2024	462.00	75.00	883.50	4-Mar
Italian Underground	715 Grand	Outdoor Seating - temporary easement	5/29/2020	6/21/2024	195.00	75.00	416.25	21-Jun
Juicy Lucy's	308 7th St	Outdoor Seating	6/1/2014	3/3/2024	360.00	75.00	705.00	3-Mar
KC Wings	312 7th St	Outdoor Seating	6/2/2020	7/26/2024	256.00	75.00	523.00	26-Jul
Las Palmas	710 Grand	Outdoor Seating-Temporary alley seating-temporary easement	7/6/2020	4/10/2024	816.77	75.00	1504.35	10-Apr
Masala & Curry	728 & 730 Cooper	Parklet-temporary easement	6/2/2020	8/24/2024	506.00	75.00	960.50	24-Aug
Mings	721 Grand	Outdoor Seating	4/12/2019	12/5/2023	250.92	75.00	514.11	5-Dec
Pullman	330 7th St	Outdoor Seating	1/1/2022	10/20/2024	419.33	75.00	808.82	20-Oct
River Blend	402 7th St, #120	Outdoor Seating	4/10/2015	9/30/2024	242.65	75.00	499.64	n/a
Riviera	702 Grand	Outdoor Seating-7th St	6/27/2014	1/19/2024	284.16	75.00	572.28	19-Jan
Riviera	702 Grand	Outdoor Seating-Grand Ave		1/19/2024	375.00	75.00	731.25	19-Jan
Riviera	702 Grand	Extended Area	5/29/2020	1/19/2024	325.00	75.00	643.75	19-Jan
Rocky Mountain Pizza	205 8th St	Parklet-temporary easement	6/18/2020	7/30/2024	369.00	75.00	720.75	30-Jul
Rocky Mountain Pizza	205 8th St	Outdoor seating-sidewalk	6/18/2020	7/30/2024	31.64	75.00	130.37	30-Jul
Sacred Grounds	725 Grand	Outdoor Seating	8/14/2015	9/30/2023	412.50	75.00	796.88	n/a
Smoke	713 Grand	Outdoor Seating	9/2/2014	9/2/2024	668.00	75.00	1244.00	2-Sep
Smoke	713 Grand	Extended Area	5/29/2020	9/2/2024	300.00	75.00	600.00	2-Sep
Sundae	701 Grand	Outdoor Seating	7/1/2020	9/30/2023	243.40	75.00	500.95	n/a

RESOLUTION 2023-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD
SPRINGS COLORADO, AMENDING GLENWOOD SPRINGS OUTDOOR
DINING PROGRAM AND ASSOCIATED LEASING FEES**

WHEREAS, City has instituted an Outdoor Dining Program to provide interested restaurant owners with parameters and expectation for expanding their restaurant service area onto adjoining public right of way including street parking spaces

WHEREAS, the City Council believes that locating outdoor dining spaces on public property which adjoins or is in proximity to an operating restaurant furthers these goals;

WHEREAS, the City has leased street parking spaces to restaurant owners for purposes of outdoor dining which are not available year-round due to street cleaning and plowing needs during winter months

WHEREAS, goals of the City Council are to encourage economic vitality and enliven the city's commercial district

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

Section 1. The above recitals are hereby incorporated as finding by the City Council of the City of Glenwood Springs

Section 2. The lease rate for outdoor dining shall be \$_____ per square foot per [month/annually]. In interest of keeping leases on an annual basis and to relieve financial burden on business owners from paying for space they cannot use, the leasing rate of any outdoor dining space located in a street parking space shall be pro-rated to reflect the numbers of days allowed to operate in that space.

Section 3. The dates for lease shall be April 1st to October 31st.

INTRODUCED, READ, AND PASSED THIS ___ DAY OF ___ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: Collaborative Project with Community Builders and the Chamber of Commerce

Action Requested: The Chamber will be here along with Community Builders to discuss a potential project to be done together.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: NA

Issues: NA

Fiscal Impact: Unknown at this time

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: September 21, 2023 Council Minutes

Action Requested: September 21, 2023 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
SEPTEMBER 21, 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 5. :05 Roll Call

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

Item 6. :06 Agenda changes and conflicts

None.

Item 7. :06 Council Announcements

None.

Item 8. :06 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

None.

Item 9. :07 Consent Agenda

:16 Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, to approve the consent agenda.

Motion passed unanimously.

Item 10. :07 27th Street Underpass Update

Ben Ludlow, Interim Senior Project manager for Roaring Fork Transportation Authority and Tracy Trulove, Public Information Officer presented.

Item 11. :12 Youth Zone Update

Ali Naaseh-Shahry, Data and Development Specialist, and Jami Hayes, Executive Director, of Youth Zone presented.

Comments by Councilor Weimer, Data and Development Specialist of Youth Zone Ali Naaseh-Shahry, Councilor Kaup, Executive Director of Youth Zone Jami Hayes, and Councilor Schachter.

Item 12. :26 Mind Springs Withdrawal Management Facility Update

Amy Cooper-Everett, Executive Vice President, David Conklin, Chief Medical Officer, Hans Lutgring, Glenwood Springs and Rifle Outpatient Program Director, and Traci Harris, SUD Treatment Director, of Mind Springs Health, presented.

Comments by Mayor Wussow and Executive Vice President of Mind Springs Health Amy Cooper-Everett.

Item 13. :35 LoVa Trail Update

Jeanne Golay, Executive Director of the Lower Valley Trail Association, presented.

Comments by Councilor Zalinski, Executive Director of the Lower Valley Trail Association Jeanne Golay, Councilor Weimer, and Mayor Wussow.

Item 14. :46 Colorado Open Records Act Online Publication

Karl Hanlon, City Attorney presented.

Comments by Councilor Godes, City Attorney Karl Hanlon, Councilor Dehm, Mayor Wussow, and Councilor Zalinski.

Item 15. :56 Ordinance 2023-15; Code Amendments to Title 070 Regarding Child Care and Other Minor Changes

Hannah Klausman, Director of Economic and Community Development presented.

Comments by Councilor Godes, Director of Economic and Community Development Hannah Klausman, Councilor Schachter, Councilor Kaup, Councilor Weimer, Councilor Zalinski, Mayor Pro-Tem Dehm, and Mayor Wussow.

1:22 Mayor Wussow opened the item for public comment.

1:22 Mayor Wussow closed the item for public comment.

1:22 Councilor Kaup moved, seconded by Councilor Zalinski, to pass Ordinance 2023-15; Code Amendments to Title 070 Regarding Child Care and other Minor Changes with the suggested findings and staff recommendations and to comply with state changes and state code and suggested findings found on page 74 of the packet.

Motion passes unanimously.

Council took a short recess.

Item 16. 1:31 Ordinance 2023-09; Downtown Design Overlay

Danielle Campbell, Economic Development Specialist presented.

Comments were made by Councilor Godes, Director of Economic and Community Development Hannah Klausman, Councilor Schachter, Economic Development Specialist Danielle Campbell, Mayor Wussow, and Mayor Pro-Tem Dehm.

1:50 Mayor Wussow opened the item for public comment.

Public comments were made.

2:07 Mayor Wussow closed the item for public comment.

2:07 Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, to establish the boundaries of the downtown overlay consistent with the staff's recommendation on the north side of the river with the exception of the Village Inn and SGM properties south-west of the roundabout. On the south side of the river, move to expand the staff's recommendation to include both the east and west sides of both Cooper Avenue and Colorado Avenue between 8th Street and 9th street and the south side of 8th Street between Cooper Avenue and Blake Avenue.

Comments were made by Mayor Pro-Tem Dehm and Councilor Godes.

Councilor Godes amended motion, amended motion seconded by Mayor Pro-Tem Dehm, to continue the downtown overlay on the south side of Blake Street up to Blake Avenue, to encompass Bookgrove, from Grand Avenue to Blake Avenue and end on 9th street.

Comments were made by Mayor Pro-Tem Dehm, Economic Development Specialist Danielle Campbell, Director of Economic and Community Development Hannah Klausman, Mayor Wussow, Councilor Zalinski, Councilor Godes, Councilor Kaup, Councilor Weimer, and Councilor Schachter.

Ayes: Schachter, Dehm, Godes, Zalinski

Nays: Wussow, Weimer, Kaup

Motions passes 4-3

Comments were made by Councilor Schachter, Economic Development Specialist Danielle Campbell, City Attorney Karl Hanlon, and Director of Economic and Community Development Hannah Klausman.

2:43 Councilor Godes moved, seconded by Councilor Zalinski, to reduce "that" to 75 feet with all the same language and no one building can be more than 50 feet.

Comments were made by Councilor Godes, Economic Development Specialist Danielle Campbell, City Attorney Karl Hanlon, Councilor Kaup, and Director of Economic and Community Development Hannah Klausman.

2:46 Councilor Godes amended motion, amended motion seconded by Councilor Zalinski, to no more than 75 feet and no one façade greater than 50 feet.

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

Economic and Community Development Director Hannah Klausman clarified that the motion is now stated as: Any new buildings wider than 75 feet must be designed to read as series of buildings no wider than 50 feet.

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

3:03 Councilor Godes amended motion, amended motion seconded by Councilor Zalinski, to remove the word “new” in number 3 “demolished gutted buildings or new development”.

Economic and Community Development Director Hannah Klausman clarified that the motion is now stated as: Any buildings wider than 75 feet must be designed to read as series of buildings no wider than 50 feet.

Comments were made by Councilor Weimer, Councilor Godes, Director of Economic and Community Development Hannah Klausman, and City Attorney Karl Hanlon.

Ayes: Schachter, Kaup, Dehm, Godes, Zalinski

Nays: Wussow, Weimer

Motions passes 5-2

Comments were made by Director of Economic and Community Development Hannah Klausman, Councilor Kaup, City Attorney Karl Hanlon, and Councilor Schachter.

3:11 Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, to not accept staff’s recommendation that RO and/or affordable/deed restricted housing is an allowed use on the front 75% of the ground floor in the district.

Comments were made by Councilor Godes.

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

Nays: Kaup

Motions passes 6-1

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

3:14 Councilor Godes moved, seconded by Mayor Pro-Tem Dehm, to not accept staff’s recommendation that historical buildings be exempted from Ordinance 2023-09.

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

Motions fails 7-0.

3:23 Councilor Kaup moved, seconded by Mayor Wussow, to continue item to another meeting in the future to complete it.

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

Ayes: Wussow, Weimer, Kaup

Nays: Schachter, Dehm, Godes, Zalinski,

Motions fails 4-3

3:27 Mayor Pro-Tem Dehm moved, seconded by Councilor Schachter, to move to approve the remainder of Ordinance 2023-09 Downtown Design Overlay as stated by staff with all the changes that have already been made.

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

3:37 Mayor Pro-Tem Dehm amended motion, amended motion seconded by Councilor Zalinski, to approve the remainder of Ordinance 2023-09 Downtown Design Overlay as stated by staff with all the changes that have already been made and add a subcategory about lodging to make it a special category where lodging could have as much as 50% of the facade and the rest would be in approved use.

Comments were made by Councilor Godes.

Ayes: Schachter, Dehm, Zalinski, Wussow

Nays: Godes, Kaup, Weimer

Motions passes 4-3

Item 17. 3:39 Council Comments

Comments were made by Mayor Wussow.

Comments were made by Councilor Kaup and Interim City Manager Steve Boyd.

Comments were made by Mayor Pro-Tem Dehm.

Comments were made by Councilor Godes.

Comments were made by Councilor Weimer.

Item 18. 3:43 Report from City Administration

Comments were made by Interim City Manager Steve Boyd.

Comments were made by City Attorney Karl Hanlon.

3:44 Councilor Godes moved, seconded by Councilor Weimer, to authorize Mayor Wussow to sign 3 letters of support for the grant application by the Colorado River District, on furthering acquisition of water rights in Shoshone.

Motion passed unanimously.

Item 19. 3:45 Adjournment

3:45 Councilor Weimer moved, seconded by Councilor Kaup, to adjourn.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Ordinance 2023-15; Code Amendments to Title 070 Regarding Child Care and Other Minor Changes. Second Reading
Action Requested:	Staff recommends approval of the proposed code amendments with findings and conditions at the end of this staff report.
Department:	Economic and Community Development
Presented By:	Jim Hardcastle
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	Childcare Uses

News articles in the Post Independent (Fredregill, 2022) over the last year and a half have illustrated the already high cost of childcare has risen dramatically, and availability of open spots for enrollment are sparse. These conditions have made daycare services prohibitive for many families. Northwest Colorado Council of Governments (NWCCOG) reported a family with an infant and a 4-year-old in full-time care could expect to pay about;

- \$27,000 annually, or
 - about 33% of Colorado's annual median income (AMI) of \$72,000 (Fredregill, 2022),
 - roughly 35% of Garfield County's 2021 AMI at \$77,212 (www.census.gov), and
 - 38% of 2021 AMI in Glenwood Springs at \$69,728 (www.census.gov).

An additional aspect to affordability is highlighted in a 2021 report from the U.S. Department of Treasury that cited workers who struggle with childcare needs can experience significant impacts to their career, missing promotion opportunities and even the loss of a job.

Another article (Lassalle, 2023) notes childcare pre-registration lists have included the names of 250 children or more with some waiting over two years. Additionally, Fredregill reported (2022) that Garfield County's licensed capacity for infants is about 8% of the county's infant population. Further, the licensed capacity in Garfield County can serve about 23% of the county's toddler population. Childcare services in Glenwood Springs have clients that travel as far as Parachute and Carbondale from the City.

Fredregill, I. (2022, February 21) A crisis of care: No winners in Western Slope's child care dilemma. Post Independent. <https://www.postindependent.com/news/no-winners-in-western-slopes-child-care-dilemma/>

Lassalle, L (2023, March 5) Report sheds light on child care capacity gap across the Aspen-to-Parachute region. <https://aspenjournalism.org/report-sheds-light-on-child-care-capacity-gap-across-the-aspen-to-parachute-region/>

All other code text amendments

The remainder of the proposed code text amendments are concerning errors and omissions that require correction and provisions that warrant clarification for the smooth operation and use of the Municipal Code Title Section 070.

The Planning & Zoning commission reviewed the above items at their July 25, 2023 regular meeting where Commissioner Waller motioned to Approve as proposed with staff recommendations on page #6 (of the staff report), and a second from Commissioner Cowan. Motion passes unanimously 7-0.

In a regular session, City Council heard the above ordinance amendments, Ordinance #2023-15 at a public hearing on September 7, 2023, and continued the public hearing to the regular agenda on September 21, 2023. At the September 7, 2023 meeting, Councilperson Schachter indicated a need based on the zoning map being permitted in RH because of density, parking issues, and proximity to residential areas,

In a regular session agenda on September 21, 2023, City Council heard the above ordinance amendments, Ordinance #2023-15 continued from a public hearing on September 7, 2023. New discussion from City Council was centered around the concern of the hours of operation of the proposed use Child Care Center, Small and comparisons were made to the proposed use Family Child Care Home and current Child Day Care Home, Large use with residential habitation being the differing characteristic. On first reading, Councilperson Kaup motioned to Approve as proposed with suggested findings, staff recommendations on page #74 (of the Council packet), and in compliance with changes in State code (HB21-1222), with a second from Councilperson Zalinski. Motion passes unanimously 7-0.

Issues:

Proposed changes to Code sections:

1. 070.030.020, Table 030.1 Table of Allowed Uses

Reasoning: Encourage Child Care organizations within the City of Glenwood Springs and align with State legislation passed in 2021.

Changes in Code: Adjusting "Special Use Permit Required" for certain Child Care uses to allow "Permitted by right" in some Zone Districts and Use Specific Standards:

In 2021 session the legislature passed HB21-1222 (Exhibit C) which requires local governing authorities to "treat family child care homes as residential property use in the application of local regulations," including zoning, land use, development, fire & safety, sanitation, and building code regulations.

- The law provides that "local governing authorities shall not impose any additional regulations governing family child care homes that do not also apply to other residential properties."
- The law does preserve some local authority and allows local governments to, "on a case-by-case basis," prohibit or manage the traffic and parking related to, two large family child care homes immediately adjacent to one another.

2. 070.20.020(c), Table 20.4. Summary of Other Nonresidential Dimensional Standards.

Reasoning: Ordinance 15 of 2020 changed the required ratio of landscaping in the Light Industrial (I1) and River Industrial (I2) zone districts. However, in 2020 these changes were not reflected in the zone district summary table that is Section 070.20.020(c). This housekeeping change would cause the summary table to match the zone district profile pages.

Change in Code: Should say 10% minimum landscaping area for I1 and I2, does not match the I1 and I2 specific page. Ord 15 of 2020.

3. 070.030.040(d)(1)(d)(3) Accessory dwelling Units.

Reasoning: Any external improvement involving a detached structure, such as a garage, to a historic district would require a landmark alteration certificate from Historic Preservation Commission. Since a board already exists for additional design review in a historic district, accessory dwelling units should not be prohibited but rather individually reviewed by Historic Preservation Commission to ensure compliance and coherence with the historic district. This prohibition of detached accessory dwelling units in a historic district restricts housing. Also, for reference, City does not have any local historic districts currently. Language removal for clarity and ease of processing such requests.

Change in Code: Removal of language "only when they are internal to an existing residential dwelling or existing accessory structure."

4. 070.40.060(e)(5). Tandem parking.

Reasoning: This change deletes a word that was unintentionally employed twice in a sentence.

Change in Code: Delete first "uses" word to fix an error.

5. 070.50.040(h)(1)(d)(2). Criteria for Reviewing Structure Demolition.

Reasoning: This change improves the clarity of a sentence by removing a word that was unintentionally included in 070.050.040 Landmark Alteration Certificate.

Change in Code: Delete the word “importance” as unnecessary.

6. 070.070.020 - Definitions of Use Categories and Specific Use Types.

Reasoning: UPDATE: At the regular session for this item on September 7, 2023, Council asked about the information below to better understand the differences in allowances within the current three child care uses:

<i>Child care center</i>	<i>Child day care home, large:</i>	<i>Child day care home, small:</i>
Size: More than 5 children	Size: 7-12 children	Size: 2-6 children
Scope: birth-18 years old	Scope: 2-8 years old & no more than 2 children less than 2 years old	Scope: birth-18 years old, & no more than 2 children less than 2 years old, plus 2 children attending a full day school
Hours: 24hrs a day	Hours: 24hrs a day	Hours: Less than 24hrs a day

Council further inquired about the City of Glenwood Springs Zoning map and where it shows the RH Residential High Density district existing in such areas as north Glenwood, South Blake by Easy Street, and some areas adjacent to downtown. Based on the zoning map Council had serious concerns about child care centers being Permitted by Right in the RH district, and would like to see that remain as Special Use Permit Required, also because of density, parking issues, and proximity to other residential areas, where there will be significant impact for the Child Care Center.

Staff has concluded through analysis of the City zoning map of RH district areas, review of current allowed use categories and their attributes, and considering the crisis City residents face in finding affordable child care over the last several years, there is an alternative proposed to meet the Council's concerns.

By allowing Child Care Centers in the RH district, specifically by creating two new Child Care Center uses; Child Care Center, large (more than twelve (12) children), and Child Care Center, small (up to twelve (12) children), which will differentiate between a higher and lower intensity usage and based on the existing home facility child allowance numbers, these concerns regarding potential negative impact to adjacent neighborhoods may be relieved.

New child care Code categories:

Current Child Care Center has been divided into two different categories, **Child Care Center, large**, and **Child Care Center, small**.

- **Child Care Center, large** would allow twelve (12) children or more, apply all other use descriptions in the current Child Care Center as it currently exists, and be managed as a Special Use Permit Required use in all residential districts, thus minimizing the potential negative impacts a larger facility might have on all surrounding residential neighborhoods.
- **Child Care Center, small** would be nearly the same but would be limited to twelve (12) children and be allowed as a Permitted by Right use in the RH Residential High Density and RT Residential Transitional districts. The anticipated benefits will allow a provider to operate a smaller and less negatively impactful commercial child care facility, making it possible to provide child care outside of a home setting to serve the community.

Additionally, current use categories, Child Day Care Home, Large and Child Day Care Home, Small have been combined to create **Family Child Care Home**.

- **Family Child Care Home** allows up to twelve (12) children. An occupied residence in which a qualified person or persons who live in the home provide child care for twelve (12), this change has been made to match with state regulations and make it easier for these services

The full description of proposed changes are found in in Exhibit A to this ordinance amendment.

7. 070.70.030. Definition of “porch:”

Reasoning: The word “protection” was unintentionally used instead of “projection” in this definition, therefore replacing it with the correct word will improve clarity.

Changes in Code: The word “protection” should be “projection.”

Fiscal Impact:

Unknown at this time.

Legal Review:

Legal has reviewed the language and confirmed compliance with State legislation for child care services.

Staff Recommendation:

Review Process

Per section 070.060.040(c) of the Municipal Code, These Code amendment changes were reviewed by Planning & Zoning Commission which recommended approval at their Regular meeting on July 25, 2023. Following Planning & Zoning Commission recommendation, City Council shall review the Code amendment application and approve, approve with conditions, or deny the amendment. City Council may also remand the Code amendment application back to the Director or the Planning Commission for further consideration. Staff analysis is in bold.

The proposed Code amendment changes:

I. Are consistent with the Comprehensive Plan and other City policies;

The proposed code revisions and amendments to the existing Code sections upholds the goals of the Comprehensive Plan Update 2023 and other City policies.

- Preserve Glenwood’s character while maintaining livability and increasing the vibrancy and commercial success of the Downtown and throughout Glenwood Springs.
- Promote long-term, sustainable, and diverse economic development.
- Provide equitable and diverse housing for the entire community.

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

The proposed code revisions and amendments to the existing Code do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code.

III. Are necessary to address a demonstrated community need;

The proposed code revisions and amendments to the existing Code address previous language errors and provide clarification as well as items which seek to allow additional flexibility for childcare facilities.

IV. Are necessary to respond to substantial changes in conditions and/or policy; and

The proposed code revisions and amendments to the existing Code observe deficiencies and address necessary changes in existing Code.

V. Are consistent with the general purpose and intent of this Code.

The proposed code revisions and amendments to the existing Code are in line with the purpose and intent of the Code.

Action Item:

Consideration of code text amendments to Municipal Code Title 070 including Sections related to:

1. 070.030.020 Table of allowed uses 030.1
2. 070.070.020 - Definitions of Use Categories and Specific Use Types
3. 070.20.020(c), Table 20.4 Summary of Other Nonresidential Dimensional Standards
4. 070.030.040(d)(1)(d)(3) Accessory Dwelling Units.
5. 070.40.060(e)(5) Tandem parking
6. 070.50.040(h)(1)(d)(2) Criteria for Reviewing Structure Demolition.
7. 070.70.030 All Other Terms Defined. Porch

Staff Recommendation: Staff recommends APPROVAL of the text amendments with the following suggested findings:

SUGGESTED FINDINGS

The proposed code revisions to the various Code Sections in Title 070:

- I. Are consistent with the Comprehensive Plan and other City policies;
- II. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Are necessary to address a demonstrated community need;
- IV. Are necessary to respond to substantial changes in conditions and/or policy; and
- V. Are consistent with the general purpose and intent of this Code.

ORDINANCE NO. 15

Series of 2023

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTIONS OF TITLE 070 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, Title 070 of the Municipal Code serves as the Development Code for the City; and

WHEREAS, Referencing numerous newspaper articles and studies regarding the scarcity of childcare in Western Colorado, City Staff has recommended amending Section 070.030.020 of the Code regarding Child Care Centers within the City as set forth on **Exhibit A**; and

WHEREAS, City Staff has also identified necessary amendments to other sections of the Development Code as set forth on **Exhibit A** based on errors and omissions that warrant clarification for the smooth operation and use of Section 070 of the Municipal Code; and

WHEREAS, the Planning Commission recommended adoption of the proposed code changes at its August 22, 2023 meeting; and

WHEREAS, City Council finds and declares that the amendments to the Municipal Code (the “Code”) Title 070 as set forth on **Exhibit A** 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. The Sections enumerated in the recitals are hereby amended as set forth on **Exhibit A** attached hereto.

Section 3. The amendments to the aforementioned sections shall become effective on _____.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS ____ DAY OF _____ 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
PUBLICATION THIS ____ DAY OF _____ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

070.030.020 - Table of Allowed Uses.

...

(e) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
	Districts →																	
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center, large	S	S	S	S	S	S	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Child care center, small	S	S	S	S	S-P	S-P	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Family Child day care home, large	S-P	S-P	S-P	S-P	S-P	S-P	P	P	P	P	P				P	070.030.030(d)(2)	3-per dwelling unit Per required residential use
	Child day care home, small	P	P	P	P	P	P	P	P		P	P	S			P	070.030.030(d)(3)	2-per dwelling unit

070.030.030 - Use-Specific Standards.

(d) Public, Institutional, and Civic Uses.

- (1) Child Care Center. A child care center shall comply with the following conditions:
 - a. The applicant shall provide documentation of preliminary approval from the State of Colorado, Department of Human Services; and
 - b. Buffering of play areas through the use of fencing or a landscape screen in compliance with the height restrictions of this Code may be required when play areas are adjacent to residential uses.
- (2) Family child care home (up to twelve (12) children)~~Child Day Care Home, Large~~. A large family child day care home shall comply with the same requirements for a child care center in Paragraph (1)a above.

070.020.020 Summary of Dimensional Standards.

...

(c) *Other Nonresidential Districts.*

Table 020.4: Summary of Other Nonresidential Dimensional Standards					
	RE	I1	I2	IN	HP
Lot Standards					
Lot area, minimum	None	10,000 sf	None	None	5,000 sf
Landscaped area, minimum	10 percent	20 <u>10</u> percent	20 <u>10</u> percent	10 percent	20 percent
Density, maximum	—	—	—	—	- Areas on a lot with slopes up to 20 percent: 1 du/ 5,000 sf - Areas on a lot with slopes greater than 20 percent: see 070.040.020(b).
Setbacks					
Front, minimum	5 feet	20 feet	20 feet	15 feet	15 feet
Front, maximum	60 feet	—	—	—	—
Side, minimum	5 feet	10 feet	5 feet	5 feet	5 feet
Rear, minimum	10 feet	10 feet	10 feet	5 feet	15 feet
Building Standards, Maximum					
Building height	60 feet	40 feet	40 feet	40 feet	27 feet

070.030.040(d)(1)(d)(3) – Accessory Uses and Structure.

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

(1) Accessory Dwelling Units.

- a. Purpose and Intent. The intent of this Subsection is to promote small rental housing units in the form of accessory dwelling units on lots with detached single-family dwellings, to increase the stock of attainable rental housing in the community, use available land more efficiently, and minimize the additional infrastructure that must be provided to support such rental units. These standards are established to minimize impacts to the surrounding residential neighborhoods and the community.
- b. Applicability. These standards apply to all accessory dwelling units. Private covenants, conditions, or restrictions on any development, subdivision, or use of land do not preclude compliance with this Section.
- c. Ownership. An accessory dwelling unit shall not be sold independently of the principal dwelling on the parcel.
- d. Where Permitted.
 1. Accessory dwelling units are allowed in zoning districts according to Table 030.1, Table of Allowed Uses.

2. Accessory dwelling units are allowed within a planned unit development unless specifically identified as a prohibited use by the planned unit development.
3. Accessory dwelling units are allowed by right within a historic district ~~only when they are internal to an existing residential dwelling or existing accessory structure.~~
4. Accessory dwelling units shall only be permitted on a lot where a detached single-family dwelling exists or will be constructed concurrently with the accessory dwelling unit.

070.040.060 Off-Street Parking and Loading.

...

- (e) *Parking Alternatives.* The developer of a property may submit an application to the Director requesting consideration of alternatives to the off-street parking spaces required by Table 030.1: Table of Allowed Uses, pursuant to the following standards:

...

- (5) *Tandem Parking.* Tandem parking is allowed for any residential parking area, and for vehicle sales and leasing uses. The Director may also approve tandem parking for employee parking areas for uses nonresidential uses requiring fewer than ten (10) parking spaces pursuant to Table 030.1: Table of Allowed Uses.

070.050.040 Landmark Alteration Certificate.

...

- (h) *Criteria for Reviewing Structure Demolition.*

- (1) *Review Criteria for Total Demolition.* Applicants requesting a landmark alteration certificate for total demolition must provide data to clearly demonstrate that the situation meets the following four (4) criteria:
- a. The building is structurally unsound.
 - b. The building cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property.
 - c. The building cannot be practically moved to another site in the City.
 - d. The applicant demonstrates that the proposal mitigates to the greatest extent practicable the following:
 1. Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur; and
 2. Any impact to the historical or architectural significance ~~importance~~ of other buildings located on the property and to adjacent landmarks or contributing buildings within an historic district.
 - e. In the case of archaeological sites, consideration will be given to whether information can be recovered as part of the demolition.

070.070.020 - Definitions of Use Categories and Specific Use Types.

(b)Public, Institutional, and Civic Uses.

...

- (2) Adult and Child Care Facilities. Uses in this category include temporary care facilities on a less than twenty-four-hour basis for adults and children of varying ages. Activities include supervision, education, and recreation for care facility participants. Accessory uses commonly include recreation, personal storage buildings, and parking.
- a. Adult Day Care. A facility, whether in a private home or institutional setting, providing temporary care and supervision for persons eighteen (18) years of age or older. Care is provided for periods of less than twenty-four (24) hours a day and does not include overnight care.
 - b. *Child Care Center, large.* A facility that is maintained for the whole or part of a day for the care of ~~five (5)~~ **twelve (12)** or more children who are eighteen (18) years of age or younger and who are not related to the owner, operator, or manager of the facility, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes facilities commonly known as day care centers, school-age child care centers, before and after school programs, nursery schools, kindergartens, preschools, day camps, summer camps, and centers for developmentally disabled children and those facilities that give twenty-four-hour care for children and includes those facilities for children under the age of six (6) years with stated educational purposes operated in conjunction with a public, private or parochial college or a private or parochial school; except that the term shall not apply to any kindergarten maintained in connection with a public, private or parochial elementary school system of at least six (6) grades or operated as a component of a school district's preschool program operated pursuant to the Colorado Preschool and Kindergarten Program Act, 22-28-101, et seq. of the Colorado Revised Statutes, as amended. The term shall not include any facility licensed as a family child care home or foster care home.
 - c. *Child Care Center, small.* A facility that is maintained for the whole or part of a day for the care of up to twelve (12) children who are eighteen (18) years of age or younger and who are not related to the owner, operator, or manager of the facility, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes facilities commonly known as day care centers, school-age child care centers, before and after school programs, nursery schools, kindergartens, preschools, day camps, summer camps, and centers for developmentally disabled children and those facilities that give twenty-four-hour care for children and includes those facilities for children under the age of six (6) years with stated educational purposes operated in conjunction with a public, private or parochial college or a private or parochial school; except that the term shall not apply to any kindergarten maintained in connection with a public, private or parochial elementary school system of at least six (6) grades or operated as a component of a school district's preschool program operated pursuant to the Colorado Preschool and

Kindergarten Program Act, 22-28-101, et seq. of the Colorado Revised Statutes, as amended. The term shall not include any facility licensed as a family child care home or foster care home.

d. Family child care home (up to twelve (12) children). An occupied residence in which a qualified person or persons who live in the home provide child care for twelve (12) or less children who are not related to the person or persons providing the care, as defined and regulated by the Colorado Department of Human Services Child Care Facility Licensing regulations for child care facility licensing. Individual parking standards apply from all correlating residential use.

e. Child Day Care Home, Large. A family child care home that provides care for seven (7) to twelve (12) children. Child care may be provided to children from twenty four (24) months to thirteen (13) years of age. This does not prohibit the care of children ages thirteen (13) to eighteen (18). Care may be provided to no more than two (2) children under the age of two (2) whether or not older siblings are in care.

d. Child Day Care Home, Small. A type of family care home that provides less than twenty four-hour care for two (2) or more children on a regular basis in a place of residence. Children in care are from different family households and are not related to the caregiver. Care may be provided for six (6) children from birth to thirteen (13) years of age with no more than two (2) children under two (2) years of age. This does not prohibit the care of children ages thirteen (13) to 18. Care also may be provided for no more than two (2) additional children of school age attending full-day school. School-age children are children enrolled in a kindergarten program a year before they enter the first grade and children six (6) years of age and older. Residents of the home under twelve (12) years of age who are on the premises and all children on the premises for supervision are counted against the approved capacity, except where specifically indicated otherwise. A family child care licensee may be approved to care for three (3) children under two (2) years of age with no more than two (2) children under twelve (12) months, including the caregiver's own children per the state's requirements.

070.070.030 All Other Terms Defined.

...

Porch. Any gallery, veranda, piazza, portico, or similar ~~protection~~ projection from the main wall of a building and covered by a roof, other than a carport, with no opaque side enclosures (except screens and handrails) that is more than thirty-six (36) inches in height.

Exhibit B

070.070.020 Definitions of Use Categories and Specific Use Types.

...

(b) Public, Institutional, and Civic Uses.

...

- (2) *Adult and Child Care Facilities.* Uses in this category include temporary care facilities on a less than twenty-four-hour basis for adults and children of varying ages. Activities include supervision, education, and recreation for care facility participants. Accessory uses commonly include recreation, personal storage buildings, and parking.
- a. *Adult Day Care.* A facility, whether in a private home or institutional setting, providing temporary care and supervision for persons eighteen (18) years of age or older. Care is provided for periods of less than twenty-four (24) hours a day and does not include overnight care.
 - b. *Child Care Center.* A facility that is maintained for the whole or part of a day for the care of five (5) or more children who are eighteen (18) years of age or younger and who are not related to the owner, operator, or manager of the facility, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes facilities commonly known as day care centers, school-age child care centers, before and after school programs, nursery schools, kindergartens, preschools, day camps, summer camps, and centers for developmentally disabled children and those facilities that give twenty-four-hour care for children and includes those facilities for children under the age of six (6) years with stated educational purposes operated in conjunction with a public, private or parochial college or a private or parochial school; except that the term shall not apply to any kindergarten maintained in connection with a public, private or parochial elementary school system of at least six (6) grades or operated as a component of a school district's preschool program operated pursuant to the Colorado Preschool and Kindergarten Program Act, 22-28-101, et seq. of the Colorado Revised Statutes, as amended. The term shall not include any facility licensed as a family child care home or foster care home.
 - c. *Child Day Care Home, Large.* A family child care home that provides care for seven (7) to twelve (12) children. Child care may be provided to children from twenty-four (24) months to thirteen (13) years of age. This does not prohibit

the care of children ages thirteen (13) to eighteen (18). Care may be provided to no more than two (2) children under the age of two (2) whether or not older siblings are in care.

- d. *Child Day Care Home, Small.* A type of family care home that provides less than twenty-four-hour care for two (2) or more children on a regular basis in a place of residence. Children in care are from different family households and are not related to the caregiver. Care may be provided for six (6) children from birth to thirteen (13) years of age with no more than two (2) children under two (2) years of age. This does not prohibit the care of children ages thirteen (13) to 18. Care also may be provided for no more than two (2) additional children of school age attending full-day school. School-age children are children enrolled in a kindergarten program a year before they enter the first grade and children six (6) years of age and older. Residents of the home under twelve (12) years of age who are on the premises and all children on the premises for supervision are counted against the approved capacity, except where specifically indicated otherwise. A family child care licensee may be approved to care for three (3) children under two (2) years of age with no more than two (2) children under twelve (12) months, including the caregiver's own children per the state's requirements.

An Act

HOUSE BILL 21-1222

BY REPRESENTATIVE(S) Valdez A. and Van Winkle, Burnett, Caraveo, Carver, Catlin, Cutter, Daugherty, Duran, Esgar, Exum, Gonzales-Gutierrez, Gray, Jackson, Kipp, Lontine, Lynch, McCluskie, McCormick, McLachlan, Michaelson Jenet, Mullica, Ortiz, Pelton, Ransom, Ricks, Sandridge, Sirota, Tipper, Titone, Valdez D., Van Beber, Will, Williams, Woog, Young, Garnett, Amabile, Baisley, Bird, Boesenecker, Froelich, Geitner, McKean, Pico, Snyder, Sullivan, Woodrow; also SENATOR(S) Smallwood and Winter, Bridges, Buckner, Cooke, Danielson, Fields, Ginal, Gonzales, Hisey, Jaquez Lewis, Kirkmeyer, Kolker, Lee, Liston, Moreno, Pettersen, Priola, Rankin, Scott, Simpson, Sonnenberg, Story, Zenzinger, Garcia.

CONCERNING ALIGNING LOCAL GOVERNING AUTHORITY REGULATIONS TO
EXPAND OPPORTUNITIES TO ACCESS CHILD CARE IN FAMILY CHILD
CARE HOMES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) Colorado has a shortage of licensed, safe, and affordable child

care options, while at the same time there is a growing need for child care in order to bolster the economy and allow parents to work;

(b) Family child care homes provide an essential element of the child care network in both urban and rural parts of the state. In fact, in many counties, there are no licensed child care centers, making family child care homes the only option families have for licensed child care.

(c) Many parents prefer child care that is located in family homes within their neighborhood so their children can experience a home-like environment that is conducive to healthy and safe development.

(2) The general assembly further finds that:

(a) Zoning, land use development, building, and fire standards that vary across the state and that treat family child care homes differently from family residences are difficult for providers to meet, create undue hardship and barriers to entry, and negatively impact the number of providers willing and able to offer licensed child care; and

(b) The child care licensure rules promulgated by the Colorado department of human services provide rigorous protections for children's health and safety, including protective standards relating to fire and life safety, sanitation, and physical environment in family child care homes.

(3) Therefore, the general assembly declares that the regulation of family child care homes throughout the state is a matter of statewide concern and the inconsistent regulation by local governments relating to zoning, land use development, building codes, and fire and life safety hinders the ability of the state department of human services to license and inspect family child care homes and to provide accessible, safe, and affordable licensed child care options for all Colorado parents.

SECTION 2. In Colorado Revised Statutes, 26-6-104.5, **amend** (1) as follows:

26-6-104.5. Compliance with local government zoning regulations - notice to local governments - provisional licensure.

(1) (a) The department shall require any child care facility seeking licensure pursuant to section 26-6-104 to comply with any applicable

zoning AND LAND USE DEVELOPMENT regulations of the municipality, city and county, or county where the facility is situated. Failure to comply with applicable zoning AND LAND USE regulations ~~shall constitute~~ CONSTITUTES grounds for the denial of a license to a facility.

(b) NOTWITHSTANDING SUBSECTION (1)(a) OF THIS SECTION TO THE CONTRARY, THE AVAILABILITY OF SAFE, AFFORDABLE, AND LICENSED FAMILY CHILD CARE HOMES IS A MATTER OF STATEWIDE CONCERN. THEREFORE, PERMITTING FRAGMENTED REGULATION AMONG JURISDICTIONS IMPEDES AND INFRINGES UPON THE DEPARTMENT'S APPROPRIATE AND CONSISTENT LICENSING AND REGULATION OF FAMILY CHILD CARE HOMES THROUGHOUT THE STATE. ACCORDINGLY, LOCAL GOVERNING AUTHORITIES SHALL TREAT FAMILY CHILD CARE HOMES AS RESIDENTIAL PROPERTY USE IN THE APPLICATION OF LOCAL REGULATIONS, INCLUDING ZONING, LAND USE DEVELOPMENT, FIRE AND LIFE SAFETY, SANITATION, AND BUILDING CODES. LOCAL GOVERNING AUTHORITIES SHALL NOT IMPOSE ANY ADDITIONAL REGULATIONS GOVERNING FAMILY CHILD CARE HOMES THAT DO NOT ALSO APPLY TO OTHER RESIDENTIAL PROPERTIES, PROVIDED THAT THE FOREGOING DOES NOT RESTRICT AN AUTHORITY'S ABILITY TO PROHIBIT, ON A CASE-BY-CASE BASIS, THE OPERATION IN IMMEDIATELY ADJACENT RESIDENCES OF TWO OR MORE LARGE FAMILY CHILD CARE HOMES, AS THAT TERM IS DEFINED BY RULES BY THE DEPARTMENT THAT GOVERNS THE OPERATION OF FAMILY CHILD CARE HOMES, OR TO MANAGE THE FLOW OF TRAFFIC AND PARKING RELATED TO ADJACENT LARGE FAMILY CHILD CARE HOMES. RESIDENTIAL USE OF PROPERTY FOR ZONING PURPOSES INCLUDES ALL FORMS OF RESIDENTIAL ZONING AND, SPECIFICALLY, ALTHOUGH NOT EXCLUSIVELY, SINGLE-FAMILY RESIDENTIAL ZONING.

SECTION 3. In Colorado Revised Statutes, 26-6-106, **amend** (1)(a) as follows:

26-6-106. Standards for facilities and agencies - rules.

(1) (a) The department shall prescribe and publish standards for licensing. ~~Such~~ THE standards ~~shall~~ MUST be applicable to the various types of facilities and agencies for child care regulated and licensed by this part 1; except that the department shall prescribe and publish separate standards for the licensing of child placement agencies operating for the purpose of adoptive placement and adoption-related services. The department shall seek the advice and assistance of persons representative of the various types of child care facilities and agencies in establishing ~~such standards. Such~~

~~standards shall~~ THE STANDARDS, INCLUDING THE ADVICE AND ASSISTANCE OF THE DEPARTMENT OF PUBLIC SAFETY AND COUNCILS AND ASSOCIATIONS REPRESENTING FIRE MARSHALS AND BUILDING CODE OFFICIALS IN THE PROMULGATION OF ANY RULES RELATED TO ADEQUATE FIRE PROTECTION AND PREVENTION, AS ALLOWED IN SUBSECTION (2)(e) OF THIS SECTION, IN A FAMILY CHILD CARE HOME. THE STANDARDS MUST be established by rules promulgated by the state board of human services and ~~shall~~ be issued, and published, AND BECOME EFFECTIVE only in conformity with ~~the provisions and procedures specified in article 4 of title 24. C.R.S., and shall become effective only as provided in said article.~~

SECTION 4. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

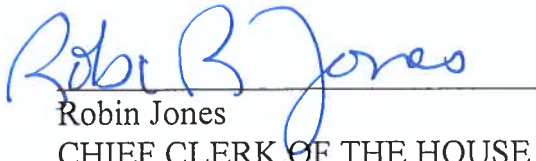
November 2022 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



Alec Garnett
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

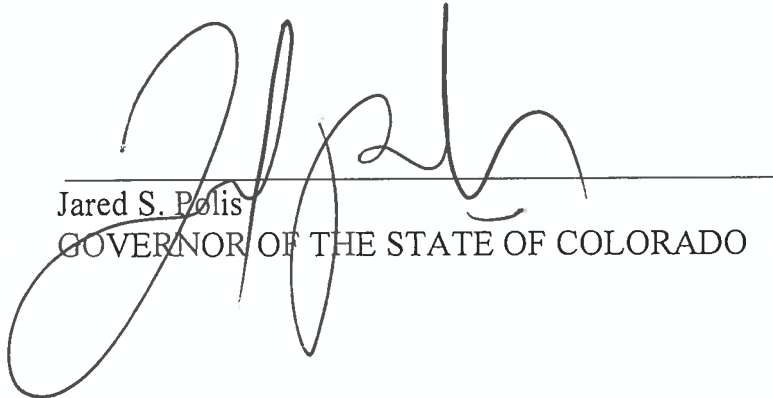


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED June 7, 2021 at 12:40 pm
(Date and Time)


Jared S. Polis

GOVERNOR OF THE STATE OF COLORADO

Ordinance 2023-15

Title 070

Code Amendments

Regarding Childcare and Other Minor Changes

Thursday, September 21, 2023



Proposed Code Amendments

6. 070.070.020 - Definitions of Use Categories and Specific Use Types.

- Need for child care
- Reducing negative impacts
- State regulation matching
- Changes to the use table and definitions to align with state HB changes
- Child Care Center, small - same zoning as the Family Child Care Home
- **Three (3) “NEW” use definitions**
 - ***Child Care Center, large.***
 - 24 hours a day a day
 - for the care of twelve (12) or more children
 - who are eighteen (18) years of age or younger
 - ***Child Care Center, small.***
 - 24 hours a day a day
 - for the care of less than twelve (12) children
 - who are eighteen (18) years of age or younger
 - **Family Child Care Home**
 - Up to twelve (12) children
 - An occupied residence in which a qualified child care provide lives
 - Defined and regulated by the Colorado Department of Human Services Child Care Facility Licensing regulations for child care facility licensing.
 - Adding other zone districts
 - Individual parking standards apply



Proposed Code Amendments

1. 070.030.020 - Table of Allowed Uses. Changes in Code: Adjusting “Special Use Permit Required” to allow “Permitted by right” in the following Zone Districts and Use Specific Standards:

...
(e) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
	Districts →																	
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center, large	S	S	S	S	S	S	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Child care center, small	S	S	S	S	S-P	S-P	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Family Child day care home, large	S-P	S-P	S-P	S-P	S-P	S-P	P	P	P	P	P				P	070.030.030(d)(2)	3-per dwelling unit-Per required residential use
	Child day care home, small	P	P	P	P	P	P	P	P		P	P	S			P	070.030.030(d)(3)	2-per dwelling unit

Review Criteria and Analysis

The proposed Code amendment changes:

- I. Are consistent with the Comprehensive Plan and other City policies;
- II. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Are necessary to address a demonstrated community need;
- IV. Are necessary to respond to substantial changes in conditions and/or policy; and
- V. Are consistent with the general purpose and intent of this Code.



Action Item:

Consideration of code text amendments to Municipal Code Title 070 including Sections related to:

1. **070.030.020** Table of allowed uses 030.1 (concerning Childcare centers & Child day care home, large)
2. **070.20.020(c)** Table 20.4 Summary of Other Nonresidential Dimensional Standards
3. **070.030.040(d)(1)(d)(3)** Accessory Dwelling Units.
4. **070.40.060(e)(5)** Tandem parking
5. **70.50.040(h)(1)(d)(2)** Criteria for Reviewing Structure Demolition.
6. **070.070.020(b)(2)** - Definitions of Use Categories and Specific Use Types.
7. **070.70.030** All Other Terms Defined. Porch



Staff Recommendation

Staff recommends **APPROVAL** of the text amendments with the following suggested findings:

Suggested Findings

The proposed code amendments:

- I. Are consistent with the Comprehensive Plan and other City policies;
- II. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Are necessary to address a demonstrated community need;
- IV. Are necessary to respond to substantial changes in conditions and/or policy; and
- V. Are consistent with the general purpose and intent of this code.



Ordinance 2023-15

Title 070

Code Amendments

Regarding Childcare and Other Minor Changes

Thursday, September 21, 2023



Background

- High cost of childcare has risen dramatically
- Availability of open spots for enrollment are sparse
- A family with an infant and a 4-year-old in full-time care could expect to pay about;
\$27,000 annually, or
 - 33% of **Colorado's** 2021 annual median income (AMI) of \$72,000,
 - 35% of **Garfield County's** 2021 AMI at \$77,212, and
 - 38% of **Glenwood Springs'** 2021 AMI in at \$69,728.
- **Workers who struggle with childcare needs;**
 - can experience significant impacts to their career,
 - miss promotion opportunities, and
 - even the loss of a job.



Background

- 250 children or more wait-list over two years
- Garfield County's licensed capacity;
 - can serve 8% of the county's infant population.
 - can serve 23% of the county's toddler population.
- Childcare services in Glenwood Springs have clients as far as Parachute and Carbondale.
- All other code text amendments:
 - The remainder of the proposed code text amendments are concerning errors and omissions that require correction and provisions that warrant clarification for the smooth operation and use of the Municipal Code Title Section 070.
 - The Planning & Zoning commission reviewed these item at their July 25, 2023 regular meeting where Commissioner Waller motioned to Approve as proposed with staff recommendations on page #6 (of the staff report), and a second from Commissioner Cowan. Motion passes unanimously 7-0.



Proposed Code Amendments

1. 070.030.020 - Table of Allowed Uses.

Child care center

Size: More than 5 children

Scope: birth-18 years old

Hours: 24hrs a day

Child day care home, large:

Size: 7-12 children

Scope: 2-8 years old & no more than 2 children less than 2 years old

Hours: 24hrs a day

Child day care home, small:

Size: 2-6 children

Scope: birth-18 years old, & no more than 2 children less than 2 years old, plus 2 children attending a full day school

Hours: Less than 24hrs a day

- Zoning map - RH High Density District in north Glenwood, South Blake by Easy Street, and some areas adjacent to downtown., among several others.
- Council has serious concerns about child care centers being Permitted by Right in the RH Residential High Density district, and would like to see that remain as Special Use Permit Required,
 - Concerns surround density, parking issues, and proximity to other residential areas, where there will be significant impact for the Child Care Center.

Staff has concluded through analysis of the City zoning map of RH Residential High Density district areas, review of current allowed uses, and considering the crisis the City's residents face in finding affordable child care that there could be an alternative to the Council's concern.

- By allowing Child Care Centers in the RH district and specifically by creating two new Child Care Center uses based on the existing facility allowance, Child Care Center, large, & Child Care Center, small, these concern may be relieved.

Child Care Center, large would allow twelve (12) children or more and for all other use descriptions as in the current Child Care Center as it currently exists and be managed as a Special Use Permit Required use in all residential districts, thus minimizing the negative impacts a larger facility might have on all surrounding residential neighborhoods.

Child Care Center, small would be nearly the same but would diverge by being managed as a Permitted by Right use and allowing a smaller population, up to twelve (12) children, to be cared for and for the provider to operate a smaller and less negatively impactful commercial child care facility, making it possible to provide child care outside of a home setting and serve the community in this existing child care facility crisis.



Proposed Code Amendments

- 070.030.020 - Table of Allowed Uses.** Changes in Code: Adjusting “Special Use Permit Required” to allow “Permitted by right” in the following Zone Districts and Use Specific Standards:

...
(e) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
Use Category	Districts → Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center, <u>large</u>	S	S	S	S	S	S	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	<u>Child care center, small</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S-P</u>	<u>S-P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>S</u>		<u>070.030.030(d)(1)</u>	<u>1 per 250 square feet</u>
	Child day care home, large	<u>S-P</u>	<u>S-P</u>	<u>S-P</u>	<u>S-P</u>	<u>S-P</u>	<u>S-P</u>	P	P		P	P					070.030.030(d)(2)	3 per dwelling unit
	Child day care home, small	P	P	P	P	P	P	P	P		P	P	S			P	<u>070.030.030(d)(3)</u>	2 per dwelling unit

Proposed Code Amendments

2. 070.070.020 - Definitions of Use Categories and Specific Use Types. Changes in Code: creating new categories

...

(2) *Adult and Child Care Facilities*. Uses in this category include temporary care facilities on a less than twenty-four-hour basis for adults and children of varying ages. Activities include supervision, education, and recreation for care facility participants. Accessory uses commonly include recreation, personal storage buildings, and parking.

a. *Adult Day Care*. A facility, whether in a private home or institutional setting, providing temporary care and supervision for persons eighteen (18) years of age or older. Care is provided for periods of less than twenty-four (24) hours a day and does not include overnight care.

b. *Child Care Center, large*. A facility that is maintained for the whole or part of a day for the care of ~~five (5)~~ **twelve (12)** or more children who are eighteen (18) years of age or younger and who are not related to the owner, operator, or manager of the facility, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes facilities commonly known as day care centers, school-age child care centers, before and after school programs, nursery schools, kindergartens, preschools, day camps, summer camps, and centers for developmentally disabled children and those facilities that give twenty-four-hour care for children and includes those facilities for children under the age of six (6) years with stated educational purposes operated in conjunction with a public, private or parochial college or a private or parochial school; except that the term shall not apply to any kindergarten maintained in connection with a public, private or parochial elementary school system of at least six (6) grades or operated as a component of a school district's preschool program operated pursuant to the Colorado Preschool and Kindergarten Program Act, 22-28-101, et seq. of the Colorado Revised Statutes, as amended. The term shall not include any facility licensed as a family child care home or foster care home.

c. *Child Care Center, small*. A facility that is maintained for the whole or part of a day for the care of up to twelve (12) children who are eighteen (18) years of age or younger and who are not related to the owner, operator, or manager of the facility, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term includes facilities commonly known as day care centers, school-age child care centers, before and after school programs, nursery schools, kindergartens, preschools, day camps, summer camps, and centers for developmentally disabled children and those facilities that give twenty-four-hour care for children and includes those facilities for children under the age of six (6) years with stated educational purposes operated in conjunction with a public, private or parochial college or a private or parochial school; except that the term shall not apply to any kindergarten maintained in connection with a public, private or parochial elementary school system of at least six (6) grades or operated as a component of a school district's preschool program operated pursuant to the Colorado Preschool and Kindergarten Program Act, 22-28-101, et seq. of the Colorado Revised Statutes, as amended. The term shall not include any facility licensed as a family child care home or foster care home.



Proposed Code Amendments

(Continued) **2. 070.070.020 - Definitions of Use Categories and Specific Use Types.** *Changes in Code: creating new categories*

~~c. d.~~ *Child Day Care Home, Large.* A family child care home that provides care for seven (7) to twelve (12) children. Child care may be provided to children from twenty-four (24) months to thirteen (13) years of age. This does not prohibit the care of children ages thirteen (13) to eighteen (18). Care may be provided to no more than two (2) children under the age of two (2) whether or not older siblings are in care.

~~d. e.~~ *Child Day Care Home, Small.* A type of family care home that provides less than twenty-four-hour care for two (2) or more children on a regular basis in a place of residence. Children in care are from different family households and are not related to the caregiver. Care may be provided for six (6) children from birth to thirteen (13) years of age with no more than two (2) children under two (2) years of age. This does not prohibit the care of children ages thirteen (13) to 18. Care also may be provided for no more than two (2) additional children of school age attending full-day school. School-age children are children enrolled in a kindergarten program a year before they enter the first grade and children six (6) years of age and older. Residents of the home under twelve (12) years of age who are on the premises and all children on the premises for supervision are counted against the approved capacity, except where specifically indicated otherwise. A family child care licensee may be approved to care for three (3) children under two (2) years of age with no more than two (2) children under twelve (12) months, including the caregiver's own children per the state's requirements.



CITY OF
GLENWOOD
SPRINGS
COLORADO

Other Minor Code Amendments

3. **070.020.020 Summary of Dimensional Standards.** Change in Code: Should say 10% minimum landscaping area for I1 and I2, does not match the I1 and I2 specific page. Ord 15 of 2020.

...

(c) *Other Nonresidential Districts.*

Table 020.4: Summary of Other Nonresidential Dimensional Standards					
	RE	I1	I2	IN	HP
Lot Standards					
Lot area, minimum	None	10,000 sf	None	None	5,000 sf
Landscaped area, minimum	10 percent	20 10 percent	20 10 percent	10 percent	20 percent
Density, maximum	—	—	—	—	- Areas on a lot with slopes up to 20 percent: 1 du/ 5,000 sf - Areas on a lot with slopes greater than 20 percent: see 070.040.020(b).
Setbacks					
Front, minimum	5 feet	20 feet	20 feet	15 feet	15 feet
Front, maximum	60 feet	—	—	—	—
Side, minimum	5 feet	10 feet	5 feet	5 feet	5 feet
Rear, minimum	10 feet	10 feet	10 feet	5 feet	15 feet
Building Standards, Maximum					
Building height	60 feet	40 feet	40 feet	40 feet	27 feet



Other Minor Code Amendments

4. 070.030.040(d)(1)(d)(3) – Accessory Uses and Structure. Change in Code: Removal of language “only when they are internal to an existing residential dwelling or existing accessory structure.”

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

(1) Accessory Dwelling Units.

- a. Purpose and Intent. The intent of this Subsection is to promote small rental housing units in the form of accessory dwelling units on lots with detached single-family dwellings, to increase the stock of attainable rental housing in the community, use available land more efficiently, and minimize the additional infrastructure that must be provided to support such rental units. These standards are established to minimize impacts to the surrounding residential neighborhoods and the community.
- b. Applicability. These standards apply to all accessory dwelling units. Private covenants, conditions, or restrictions on any development, subdivision, or use of land do not preclude compliance with this Section.
- c. Ownership. An accessory dwelling unit shall not be sold independently of the principal dwelling on the parcel.
- d. Where Permitted.
 1. Accessory dwelling units are allowed in zoning districts according to Table 030.1, Table of Allowed Uses.
 2. Accessory dwelling units are allowed within a planned unit development unless specifically identified as a prohibited use by the planned unit development.
 3. Accessory dwelling units are allowed by right within a historic district ~~only when they are internal to an existing residential dwelling or existing accessory structure.~~
 4. Accessory dwelling units shall only be permitted on a lot where a detached single-family dwelling exists or will be constructed concurrently with the accessory dwelling unit.



Other Minor Code Amendments

5. 070.040.060 Off-Street Parking and Loading. *Change in Code: Delete first “uses” word to fix an error.*

...

- (e) *Parking Alternatives.* The developer of a property may submit an application to the Director requesting consideration of alternatives to the off-street parking spaces required by Table 030.1: Table of Allowed Uses, pursuant to the following standards:

...

- (5) *Tandem Parking.* Tandem parking is allowed for any residential parking area, and for vehicle sales and leasing uses. The Director may also approve tandem parking for employee parking areas for **uses** nonresidential uses requiring fewer than ten (10) parking spaces pursuant to Table 030.1: Table of Allowed Uses.

6. 070.050.040 Landmark Alteration Certificate. *Change in Code: Delete the word “importance” as unnecessary.*

...

- (h) *Criteria for Reviewing Structure Demolition.*

- (1) *Review Criteria for Total Demolition.* Applicants requesting a landmark alteration certificate for total demolition must provide data to clearly demonstrate that the situation meets the following four (4) criteria:
 - a. The building is structurally unsound.
 - b. The building cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property.
 - c. The building cannot be practically moved to another site in the City.
 - d. The applicant demonstrates that the proposal mitigates to the greatest extent practicable the following:
 - 1. Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur; and
 - 2. Any impact to the historical or architectural significance **importance** of other buildings located on the property and to adjacent landmarks or contributing buildings within an historic district.
 - e. In the case of archaeological sites, consideration will be given to whether information can be recovered as part of the demolition.

7. 070.070.030 All Other Terms Defined. *Changes in Code: The word “protection” should be “projection.”*

...

Porch. Any gallery, veranda, piazza, portico, or similar **projection** from the main wall of a building and covered by a roof, other than a carport, with no opaque side enclosures (except screens and handrails) that is more than thirty-six (36) inches in height.



Review Criteria and Analysis

Per section 070.060.040(c) of the Municipal Code, These Code amendment changes were reviewed by Planning & Zoning Commission which recommended approval at their Regular meeting on July 25, 2023. Following Planning & Zoning Commission recommendation, City Council shall review the Code amendment application and approve, approve with conditions, or deny the amendment. City Council may also remand the Code amendment application back to the Director or the Planning Commission for further consideration. Staff analysis is in bold.

The proposed Code amendment changes:

- I. Are consistent with the Comprehensive Plan and other City policies;

The proposed code revisions and amendments to the existing Code sections upholds the goals of the Comprehensive Plan Update 2023 and other City policies.

- Preserve Glenwood's character while maintaining livability and increasing the vibrancy and commercial success of the Downtown and throughout Glenwood Springs.
- Promote long-term, sustainable, and diverse economic development.
- Provide equitable and diverse housing for the entire community.

- II. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;

The proposed code revisions and amendments to the existing Code do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code.

- III. Are necessary to address a demonstrated community need;

The proposed code revisions and amendments to the existing Code address previous language errors and provide clarification as well as items which seek to allow additional flexibility for childcare facilities.

- IV. Are necessary to respond to substantial changes in conditions and/or policy; and

The proposed code revisions and amendments to the existing Code observe deficiencies and address necessary changes in existing Code.

- V. Are consistent with the general purpose and intent of this Code.

The proposed code revisions and amendments to the existing Code are in line with the purpose and intent of the Code.



Action Item:

Consideration of code text amendments to Municipal Code Title 070 including Sections related to:

1. **070.030.020** Table of allowed uses 030.1 (concerning Childcare centers & Child day care home, large)
2. **070.070.020(b)(2)** - Definitions of Use Categories and Specific Use Types.
3. **070.20.020(c)** Table 20.4 Summary of Other Nonresidential Dimensional Standards
4. **070.030.040(d)(1)(d)(3)** Accessory Dwelling Units.
5. **070.40.060(e)(5)** Tandem parking
6. **70.50.040(h)(1)(d)(2)** Criteria for Reviewing Structure Demolition.
7. **070.70.030** All Other Terms Defined. Porch



Staff Recommendation

Staff recommends **APPROVAL** of the text amendments with the following suggested findings:

Suggested Findings

The proposed code amendments:

- I. Are consistent with the Comprehensive Plan and other City policies;
- II. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Are necessary to address a demonstrated community need;
- IV. Are necessary to respond to substantial changes in conditions and/or policy; and
- V. Are consistent with the general purpose and intent of this code.





Planning & Zoning Commission Report

Date: July 25, 2023
To: Planning & Zoning Commission
From: Jim Hardcastle, Long Range Principal Planner
Subject: #40-23 Code Amendments related to Child Care Uses and other minor changes.

REQUEST	Consideration of various code text amendments to Municipal Code including Title 070.030.020 Allowed Uses, 070.20.020 Table 20.4 Summary of Other Nonresidential Dimensional Standards, 070.030.040 Accessory Dwelling Units, 070.40.060 Tandem parking, 070.50.040 Criteria for Reviewing Structure Demolition, and 070.70.030 All Other Terms Defined.
APPLICANT	City of Glenwood Springs
OWNER	N/A
LOCATION	Citywide
ZONE	Citywide

ACTION ITEMS

Action 1 – Code Amendment– Consideration of code amendment changes to the following Sections:

1. 070.030.020 Table of allowed uses 030.1
2. 070.20.020(c), Table 20.4 Summary of Other Nonresidential Dimensional Standards
3. 070.030.040(d)(1)(d)(3) Accessory Dwelling Units
4. 070.40.060(e)(5) Tandem parking
5. 070.50.040(h)(1)(d)(2) *Criteria for Reviewing Structure Demolition*
6. 070.70.030 All Other Terms Defined. Porch

Staff recommendation: *Staff recommends **approval** of the proposed code amendments with findings and conditions at the end of this staff report.*

BACKGROUND

Childcare Uses

News articles in the Post Independent (Fredregill, 2022) over the last year and a half have illustrated the already high cost of childcare has risen dramatically, and availability of open spots for enrollment are sparse. These conditions have made daycare services prohibitive for many families.

Northwest Colorado Council of Governments (NWCCOG) reported a family with an infant and a 4-year-old in full-time care could expect to pay about;

- \$27,000 annually, or
 - o about 33% of Colorado’s annual median income (AMI) of 72,000 (Fredregill, 2022),
 - o roughly 35% of Garfield County’s 2021 AMI at \$77,212 (www.census.gov), and
 - o 38% of 2021 AMI in Glenwood Springs at 69,728 (www.census.gov).

An additional aspect to affordability is highlighted in a 2021 report from the U.S. Department of Treasury that cited workers who struggle with childcare needs can experience significant impacts to their career, missing promotion opportunities and even the loss of a job.

Another article (Lassalle, 2023) notes childcare pre-registration lists have included the names of 250 children or more with some waiting over two years. Additionally, Fredregill reported (2022) that Garfield County’s licensed capacity for infants is about 8% of the county’s infant population. Further, the licensed capacity in Garfield County can serve about 23% of the county’s toddler population. Childcare services in Glenwood Springs have clients that travel as far as Parachute and Carbondale from the City.

Fredregill, I. (2022, February 21) A crisis of care: No winners in Western Slope’s child care dilemma. Post Independent. <https://www.postindependent.com/news/no-winners-in-western-slopes-child-care-dilemma/>

Lassalle, L (2023, March 5) Report sheds light on child care capacity gap across the Aspen-to-Parachute region. <https://aspenjournalism.org/report-sheds-light-on-child-care-capacity-gap-across-the-aspen-to-parachute-region/>

All other code text amendments

The remainder of the proposed code text amendments are concerning errors and omissions that require correction and provisions that warrant clarification for the smooth operation and use of the Municipal Code Title Section 070.

PROJECT SUMMARY

To facilitate and encourage licensed day-care facilities within Glenwood Springs, Staff has identified changes to the Development Code that could make the siting and creation of such businesses easier while still maintaining State licensing standards. These changes include altering the use by right status within a few of the zoning districts and clarifying the allowance of ages and numbers of enrolled in various programs.

Proposing changes to 070.030.020 Table 030.1, & 070.030.030(d)(1)&(2) Child Care Centers and Child Day Care requirements are submitted to help alleviate economic and routine hardships for families in Glenwood Springs to facilitate childcare services in the City and allow more home-based daycare.

Staff is recommending allowing changes within “Special Use Permits Required” and to uses that are “Permitted By Right” in 6 zone districts for the category “Child Day Care Home, Large” and 2 zone districts for “Child Care Center”, as seen in the table below and attached to this staff report. The cost to start such a venture will be reduced by removing the requirement of a Special use Permit, encouraging Day Care Centers and Child Day Care in homes.

Staff has included this language Exhibit A - Draft Code Amendments, attached to this report.

Proposed changes to Code sections:

1. 070.030.020, Table 030.1

Reasoning: As discussed in the previous section above.

Changes in Code: Adjusting “Special Use Permit Required” to allow “Permitted by right” in the following Zone Districts and Use Specific Standards:

070.030.020 - Table of Allowed Uses.

(e) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
	Districts →																	
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center	S	S	S	S	S-P	S-P	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Child day care home, large	S-P	S-P	S-P	S-P	S-P	S-P	P	P		P	P					070.030.030(d)(2)	3 per dwelling unit
	Child day care home, small	P	P	P	P	P	P	P	P		P	P	S			P	070.030.030(d)(3)	2 per dwelling unit

AND,

Adjusting and adding language for clarity within the sections below.

2. 070.20.020(c), Table 20.4. Summary of Other Nonresidential Dimensional Standards.

Reasoning: Ordinance 15 of 2020 changed the required ratio of landscaping in the Light Industrial (I1) and River Industrial (I2) zone districts. However, in 2020 these changes were not reflected in the zone district summary table that is Section 070.20.020(c). This housekeeping change would cause the summary table to match the zone district profile pages.

Change in Code: Should say 10% minimum landscaping area for I1 and I2, does not match the I1 and I2 specific page. Ord 15 of 2020.

3. 070.030.040(d)(1)(d)(3) Accessory dwelling Units.

Reasoning: Any external improvement involving a detached structure, such as a garage, to a historic district would require a landmark alteration certificate from Historic Preservation Commission. Since a board already exists for additional design review in a historic district,

accessory dwelling units should not be prohibited but rather individually reviewed by Historic Preservation Commission to ensure compliance and coherence with the historic district. This prohibition of detached accessory dwelling units in a historic district restricts housing. Also, for reference, City does not have any local historic districts currently. Language removal for clarity and ease of processing such requests.

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

(1) Accessory Dwelling Units.

- a. Purpose and Intent. The intent of this Subsection is to promote small rental housing units in the form of accessory dwelling units on lots with detached single-family dwellings, to increase the stock of attainable rental housing in the community, use available land more efficiently, and minimize the additional infrastructure that must be provided to support such rental units. These standards are established to minimize impacts to the surrounding residential neighborhoods and the community.
- b. Applicability. These standards apply to all accessory dwelling units. Private covenants, conditions, or restrictions on any development, subdivision, or use of land do not preclude compliance with this Section.
- c. Ownership. An accessory dwelling unit shall not be sold independently of the principal dwelling on the parcel.
- d. Where Permitted.
 1. Accessory dwelling units are allowed in zoning districts according to Table 030.1, Table of Allowed Uses.
 2. Accessory dwelling units are allowed within a planned unit development unless specifically identified as a prohibited use by the planned unit development.
 3. Accessory dwelling units are allowed by right within a historic district ~~only when they are internal to an existing residential dwelling or existing accessory structure.~~
 4. Accessory dwelling units shall only be permitted on a lot where a detached single-family dwelling exists or will be constructed concurrently with the accessory dwelling unit.

Change in Code: Removal of language “only when they are internal to an existing residential dwelling or existing accessory structure.”

4. **070.40.060(e)(5).** Tandem parking.

Reasoning: This change deletes a word that was unintentionally employed twice in a sentence.

Change in Code: Delete first “uses” word to fix an error.

(5) *Tandem Parking.* Tandem parking is allowed for any residential parking area, and for vehicle sales and leasing uses. The Director may also approve tandem parking for employee parking areas for ~~uses~~ nonresidential uses requiring fewer than ten (10) parking spaces pursuant to Table 030.1: Table of Allowed Uses.

5. **070.50.040(h)(1)(d)(2).** Criteria for Reviewing Structure Demolition.

Reasoning: This change improves the clarity of a sentence by removing a word that was unintentionally included in 070.050.040 Landmark Alteration Certificate.

Change in Code: Delete the word “importance” as unnecessary.

2. Any impact to the historical or architectural significance ~~importance~~ of other buildings located on the property and to adjacent landmarks or contributing

6. **070.70.030.** Definition of “porch:”

Reasoning: The word “protection” was unintentionally used instead of “projection” in this definition, therefore replacing it with the correct word will improve clarity.

Changes in Code: The word “protection” should be “projection.”

Porch. Any gallery, veranda, piazza, portico, or similar ~~protection~~ projection from the main wall of a building and covered by a roof, other than a carport, with no opaque side enclosures (except screens and handrails) that is more than thirty-six (36) inches in height.

REVIEW CRITERIA AND STAFF ANALYSIS

A Code amendment is a legislative decision by the City Council. The role of Planning & Zoning Commission is to recommend approval or denial. Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment meets the following criteria. Staff analysis is in bold.

- I. Is consistent with the Comprehensive Plan and other City policies;
The proposed code revisions and amendments to the existing Code sections upholds the goals of the Comprehensive Plan Update 2023 and other City policies.
 - o Preserve Glenwood’s character while maintaining livability and increasing the vibrancy and commercial success of the Downtown and throughout Glenwood Springs.
 - o Promote long-term, sustainable, and diverse economic development.
 - o Provide equitable and diverse housing for the entire community.
- II. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
The proposed code revisions and amendments to the existing Code do 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;
The proposed code revisions and amendments to the existing Code address previous language errors and provide clarification as well as items which seek to allow additional flexibility for childcare facilities.
- IV. Is necessary to respond to substantial changes in conditions and/or policy; and
The proposed code revisions and amendments to the existing Code observe deficiencies and address necessary changes in existing Code.
- V. Is consistent with the general purpose and intent of this Code.
The proposed code revisions and amendments to the existing Code are in line with the purpose and intent of the Code.

ACTION ITEMS AND STAFF RECOMMENDATIONS

Review Process

Per section 070.060.040(c) of the Municipal Code, any Code amendment change shall be reviewed by Planning Commission which recommends approval, approval with conditions or denial of the amendment. Following Planning Commission recommendation, City Council shall review the Code amendment application and approve, approve with conditions, or deny the amendment. City Council may also remand the Code amendment application back to the Director or the Planning Commission for further consideration.

Action Item:

Consideration of code text amendments to Municipal Code Title 070 including Sections related to:

1. 070.030.020 Table of allowed uses 030.1
2. 070.20.020(c), Table 20.4 Summary of Other Nonresidential Dimensional Standards
3. 070.030.040(d)(1)(d)(3) Accessory Dwelling Units.
4. 070.40.060(e)(5) Tandem parking
5. 070.50.040(h)(1)(d)(2) *Criteria for Reviewing Structure Demolition.*
6. 070.70.030 All Other Terms Defined. Porch

Staff Recommendation: Staff recommends **APPROVAL** of the text amendments with the following suggested findings:

SUGGESTED FINDINGS

The proposed code revisions to the various Code Sections in Title 070:

- I. Are consistent with the Comprehensive Plan and other City policies;
- II. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Are necessary to address a demonstrated community need;
- IV. Are necessary to respond to substantial changes in conditions and/or policy; and
- V. Are consistent with the general purpose and intent of this Code.



MINUTES
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
July 25, 2023
Council Chambers, First Floor
101 W. 8TH STREET 6:00 PM P&Z

1) Roll Call

Present: Commissioners: Commissioner Waller, Commissioner Cowan, Commissioner Shaver, Commissioner Davey, Commissioner Cipperly, Commissioner White, Commissioner Houghton

Also Present: Director of Community and Economic Development Hannah Klausman, Assistant City Attorney Richard Peterson-Kremer, Senior Planner Watkins Fulk-Gray.

Chair Shaver asked for a motion to seat alternates Commissioners Cowan and Houghton, Commissioner Shaver motioned to seat them and Commissioner Waller seconded the motion.

2) Conflicts of interest: None

3) Receipt of the Draft Minutes for June 27, 2023:

- a. June 27, 2023: Commissioner Waller motioned to accept, and Commissioner White seconded the motion. Motion passes 5-2 with Commissioners Cipperly and Houghton abstaining.

4) Comments from citizens appearing for items not on the agenda:

- David Hauter, Glenwood Springs:
 - Habitat 4 Humanity development at Cowdin Drive, Midland Ave, and 8th Street.
 - Transparency, discussing fiduciary responsibility, transportation studies, affordable housing
- Don Gillespie, Glenwood Springs:
 - Habitat 4 Humanity development at Cowdin Drive, Midland Ave, and 8th Street.
 - Transportation issues, traffic studies, and affordable housing
- Gary Vick, 614 Cowdin Drive, Glenwood Springs
 - Habitat 4 Humanity development at Cowdin Drive, Midland Ave, and 8th Street.
 - Transportation study with purpose and foresight, and overall municipal build out numbers

5) New Items

a. Housing Policy Discussion for Title 070 Municipal Code

Senior Planner Watkins Fulk-Gray introduced the topic as a discussion item, not an action item, about a possible upzoning and changes to the City's density bonus program. He noted that the Strategic Housing Plan Update was adopted by City Council. The two discussion topics are both related to recommendations in the Plan Update. He discussed the locations that would be impacted by possible changes, the City's options for making changes, types of residential development the City may want, and possible things the City may be willing to give as an incentive.

Commissioner questions included the following:

- Did Housing Commissions specify what kinds of tools limiting teardowns would be appropriate?
- Would lot requirements would still need to be met?
- How would the areas downtown that do not require parking be considered?
- What are the qualifying strategies for DOLA?
- Would a primary residence, an ADU, and a "junior" ADU make it a triplex?
- Are there minimum floor areas for units?
- Are there incentives to create new free market housing?
- What is the intent of landscaping requirements?

Commissioner comments included:

- Better to refer to "property owners" or "builders" rather than "developers"
- Important to not give up neighborhood character.
- Concern about the impact to historic homes and the proposed changes not meeting the City's Historic Preservation Plan. The Historic Preservation Commission should be offered the chance to comment.
- May be appropriate to do outreach to neighborhoods with HOAs that would prohibit duplexes or triplexes.
- Triplexes would fall under the IBC rather than the IRC, which is more expensive to develop under. Some places like Shelby County, TN, have exempted up to six units from IBC requirements.
- Upzoning is not a silver bullet for housing shortage.
- Modest support for allowing additional units, whether through upzoning or density bonus, to be allowed as free market.
- Additional public input is necessary.
- A "cliff notes" version of what is in the Strategic Housing Plan Update would be helpful.

Public comment included:

Gary Vick pointed out the parking requirements for new development and stated he felt it is too low.

Staff noted that the upzoning could be structured so that all redevelopment would have to meet code requirements, such as parking. No limitations on teardowns currently exist. Staff explained that a single-family home with two ADUs might be considered a triplex, depending on the

configuration. Minimum floor areas for dwelling units are established by Building Code. Staff explained that landscaping requirements do apply to single-family homes.

b. Code Amendments to Title 070 regarding Child Care Uses and other minor changes

Long Range Principal Planner Jim Hardcastle presented proposed changes to the Municipal Code Title 070: 070.030.020 Allowed Uses, 070.20.020 Table 20.4 Summary of Other Nonresidential Dimensional Standards, 070.030.040 Accessory Dwelling Units, 070.40.060 Tandem parking, 070.50.040 Criteria for Reviewing Structure Demolition, and 070.70.030 All Other Terms Defined. He explained the critical need for childcare in the City and how difficult it is for families to find affordable care for their children, and detailed the Code changes that will hopefully support the creation of new childcare in commercial day care center settings, in-home childcare in large, and small residential dwellings. This will support new options by expanding the zone districts which will allow “permitted by right” designations, all adjusted from and eliminating a “special use permit required”. He went on to detail the other code amendments outside of childcare which included errors and clarification to allow better interpretation of the Code.

Commissioner comments and questions included:

- The language for the different types of childcare uses was unclear.
- Where are the RH and RT centers found?
- The Presbyterian church near Valley View Hospital was looking at childcare permitting last year, what happened there?
- If we are to amend this code, the permitted use change would not come in front of Planning & Zoning Commission, though how will the adjacent neighborhood be informed? Could Large home care and Childcare Centers be allowed to require public notice within 300 feet?
- Porch language change and discussion, why is 36” in height significant?
- If we change code 2:03:30

Staff explained that a Childcare Center is where 5 or more children 18 years old or younger with no cap on the numbers are served, a large home care is where 7-12 children are cared for, and a small home care is where 2 or more is served and not to exceed 6 children. The large and small care options are allowed in a residence and the center is in a commercial setting at this time. RH and RT zone districts are found in corridors between low density residential and commercial and transit areas, also just outside the GID. We are proposing to change the permitted uses by right process under our control and not those governed by covenants which are not of concern to the City. The Presbyterian church dealt with a Special Use Permit which was denied last year based on a lack of community support. There are public notice requirements in place at this time for many processes and uses, and your suggestions to change notice for proposed childcare uses in various areas would allow for a permitted use to have that applied with thresholds should you attach it to your recommendation tonight. 36” in height may be limiting an area’s enclosure to prevent a fully enclosed area where a room would typically exist.

No public comment was offered:

Commissioner Waller motioned to Approve as proposed with staff recommendations on page #6, and a second from Commissioner Cowan. Motion passes unanimously 7-0.

6) Commissioner Comments

Commissioner questions, comments, and staff responses included the following:

- Regarding P&Z training and public comments, what is the process when the public wants to address a decision made by Planning & Zoning (P&Z)?
 - Assistant City Attorney Richard Peterson-Kremer: Code processes for appeals are established. Depending on the type of application, decisions can be appealed to Council, called up by Council members, or the Community Development Director can send P&Z staff administrative decisions and P&Z can call them up.
- The Childcare changes are exciting and positive but we need to be creative about getting the information out to the community so they can act on the changes made here, social media may be an avenue. In addition, the Triplex when approved can be positive changes to our community that be beneficial if we can get this information out in a positive way.

7) Director Comments

Community Development Director Hannah Klausman shared the following:

- Clarified Porch Code Changes from earlier in the meeting will be more clearly explained in the staff report to City Council and shared back to the Planning and Zoning Commission at the next meet opportunity.
- Updated the Commissioners on upcoming applications for Planning and Zoning future meetings in August & September containing design variances.
- Shared the status of employment within the Engineering and Community Development department, as we have filled three City Engineering positions.

8) Adjournment

Meeting adjourned at 8:40pm.



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	WSP USA Environmental and Infrastructure Change Order Approval
Action Requested:	Council approval of Change Order #1 from WSP to progress the conceptual designs to final designs with NRCS approval. The change order is for \$383,138, bringing the project total to \$617,984, which is under the grant amount for design of \$700,000.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Ensure Public Safety

Background Info: The second quarter 2023 budget amendment included \$500,000 that was appropriated for debris flow analysis, 60% from the Capital Projects Fund and 20% each from Water and Wastewater. The City hired WSP USA Environment and Infrastructure for assistance analyzing the 4 debris flow conditions/locations encountered this spring and to help develop mitigation plans. The original contract for \$234,846 was approved on the June 1 Council agenda and had a scope intended to provide sufficient analysis to help us understand various risks and define additional scope to begin to develop proactive design plans to minimize the risk of injury and damage to buildings and infrastructure. Staff was aware that a large change order was going to come once the design direction was selected for each of the 4 locations and the design direction was approved by the NRCS providing the grant funding for this project. Part of the grant funding is \$700,000 in non-match design scopes, which will cover all of the tasks that WSP has to complete for this project. This change order addresses the additional scope. WSP's scope of work progress is noted below:

The following are the approximate statuses of the tasks at hand and CO Task 9:

- T1- Data. Mostly complete.
- T2- Recon. About 80% complete. WSP has two people going into the landslide site to get photos, collect samples, evaluate the road alignment, and general ground-truth design assumptions.
- T3- H and H. Mostly done with some left on the western basins.
- T4- Model. About 40% complete with mitigation modeling left to do.
- T5- Concepts. WSP is about 30% done with this task.
- T6- Interim Report. WSP is about 40% done with this task and have been writing the interim report as we go. We will add to it and make it the 30% submittal package to NRCS.
- T7- Support. There hasn't been any need for this task so far.
- T8- Final Report. WSP hasn't completed much on this but it's basically the 30% Design Report needed for the NRCS.
- T9- Final Design. See attached change order which covers the following basic items:

Basin A (Water Plant)

- Roadway design to landslide area and to construct and maintain fences near culvert at Switchback 7 (SB 7). WSP roadway group will do this.
- Landslide culvert with headwall, outlet and energy dissipation at outlet.
- Pinned mesh temporary slope stabilization for landslide.
- Two fences at SB 7.
- Switchback 7 plus three other culverts down to the gate.
- Grading and/or enhanced berm along the roads above buildings. Between SB 6 and 7.

- Berm above tank with possible wall along road or new PGL of road to keep debris in drainage.
- Consider berm, fence or other mitigation near SB 1 if needed based on modeling of other upstream mitigation.

Basins B, C and D (Near the Waste Water Plant)

- Finish H and H plus Flo2D.
- Grading, inlets, culverts, misc
- Basin C short fence plus rip rap.
- Reveg plus SWMP Plan.

Issues:	None at this time.
Fiscal Impact:	This design is grant funded. Staff will include the revenue and expenditure appropriation when funds are received.
Legal Review:	Legal approved the original contract and change order.
Staff Recommendation:	Staff recommends approval of the change order.



May 23, 2023

Proposal No. 202308921

Matthew Langhorst, PE, Public Works Director

City of Glenwood Springs, Colorado

101 West 8th Street

Glenwood Springs, CO 81601

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

Dear Mr. Langhorst:

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

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

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

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

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

WSP USA Inc.
7245 W Alaska Drive, Suite 200, Lakewood, Colorado, USA 80226

T: +1 303 980-0540 F: +1 (303) 985 2080

wsp.com

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



Figure 1: Site Location and Vicinity Map



Figure 2: Site Location and Vicinity Map

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

WSP's understanding of the project is based on:

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

1.0 SCOPE OF WORK

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

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

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

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

These tasks are described in the following subsections.

1.1 Task 1 – Data Collection and Review

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

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

1.2 Task 2 – Site Visit and Basin/Channel Reconnaissance

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

1.3 Task 3 – Basin Hydrology and Sediment Availability

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

1.4 Task 4 – Model Existing Site Conditions and Sensitivity Analysis

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

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

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

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

1.5 Task 5 – Mitigation Concept Evaluation and Modeling

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

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

1.6 Task 6 – Interim Reporting

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

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

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

1.8 Task 8 – Final Report

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

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

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

1.10 Task 10 – Project Management and Meetings

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

2.0 COST ESTIMATE AND TERMS AND CONDITIONS

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

Table 1: Cost Table

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

3.0 SCHEDULE

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

4.0 CLOSURE

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

Sincerely,

WSP USA Inc.

4.0 CLOSURE

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

Sincerely,
WSP USA Inc.



Roger Pihl, PG
Vice President, Senior Geologist



Elizabeth Kidner, PE
Senior Engineer



Aliena Debelak, PE
Project Engineer

RP/EK/AD/af

Attachments: Attachment 1: Agreement for Consulting Services

[https://wsponline.sharepoint.com/sites/global-glenwoodspgsenrdebris/shared documents/project files/1_proposal & projects/technical work/formatted 202308921-pro-0-gms_debris_flow_evaluation_proposal_21apr23.docx](https://wsponline.sharepoint.com/sites/global-glenwoodspgsenrdebris/shared%20documents/project%20files/1_proposal%20&%20projects/technical%20work/formatted%20202308921-pro-0-gms_debris_flow_evaluation_proposal_21apr23.docx)

ATTACHMENT 1

Agreement for Consulting Services



AGREEMENT FOR CONSULTING SERVICES (EARTH AND ENVIRONMENT)

City of Glenwood Springs

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

1. STANDARD OF CARE

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

2. INVOICES AND PAYMENT TERMS

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

3. CHANGES

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



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

4. SCHEDULE

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

5. DELAYS AND FORCE MAJEURE

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

6. INDEPENDENT JUDGMENTS OF CLIENT

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

7. INDEMNIFICATION

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



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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

10. PROFESSIONAL WORK PRODUCT

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



11. DATA AND INFORMATION

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

12. RIGHT OF ENTRY

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

13. SUBSURFACE RISKS

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

14. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

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



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

15. CONTROL OF WORK AND JOB-SITE SAFETY

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

16. PUBLIC RESPONSIBILITY

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

17. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

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



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

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

18. TERMINATION

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

19. DISPUTES

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

20. INTELLECTUAL PROPERTY

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



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

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

21. INFORMATION MANAGEMENT

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

22. MISCELLANEOUS

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



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

23. AUTHORIZATION TO PROCEED

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

SIGNATURE ON FOLLOWING PAGE



WSP USA, Inc
(CONSULTANT)
Signature
Roger Pihl
Name
Vice President
Title
5/31/23
Date

Beverly A. Marshall
(CLIENT)
City of Glenwood Springs
Signature
Beverly A. Marshall
Name
City Manager
Title
May 31, 2023
Date

Please address invoices to:	Please address deliverables & notices* to:
City of Glenwood Springs	Same.
101 W. 8th Street	
Glenwood Springs CO 81601	
ATTN: Matt Langhorst	ATTN:
Phone: 970-384-0438	Phone:
Email: matthew.langhorst@cogs.us	Email:

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

REV: 03/01/2022



CHANGE ORDER (EARTH AND ENVIRONMENT)

CHANGE ORDER # _____

Client / Project Name and Site	Client Reference No.	Project No.

CHANGE IN SCOPE OF SERVICES

CHANGE IN AGREEMENT COST (attach detailed calculation sheets):

Original Agreement Cost: \$ _____

Current Agreement Cost (as adjusted by previous Change Orders): \$ _____

Increase/Decrease in Agreement Cost due to this Change Order: \$ _____

New Agreement Cost due to this Change Order: \$ _____

CHANGE IN - SCHEDULE (attach revised schedule):

Original Completion Date: _____

Current Completion Date (as adjusted by previous Change Orders): _____

Increase/Decrease in Agreement time (calendar days) due to this Change Order: _____

New Completion Date due to this Change Order: _____

The work covered by this Change Order shall be performed under the same terms and conditions as those included in the original Agreement. All other terms and conditions of said Agreement, as it may have been modified, shall be and remain the same. The foregoing modification of said Agreement is hereby accepted.

Client: _____

By: _____
Printed Authorized Representative Name

Signature

Date

By: _____
Printed Authorized Representative Name

Signature

Date



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: Proposed 2024 Budget Submittal to City Council

Action Requested: None

Department: City Administration

Presented By: Steve Boyd, Yvette Gustad

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

Background Info: The 2024 budget needs to be approved by Council at the regular meeting on November 2. Staff will present the budget to Council this evening (10/5) and the public will have the opportunity to comment at the public hearing on October 26th.

Issues: None

Fiscal Impact: NA

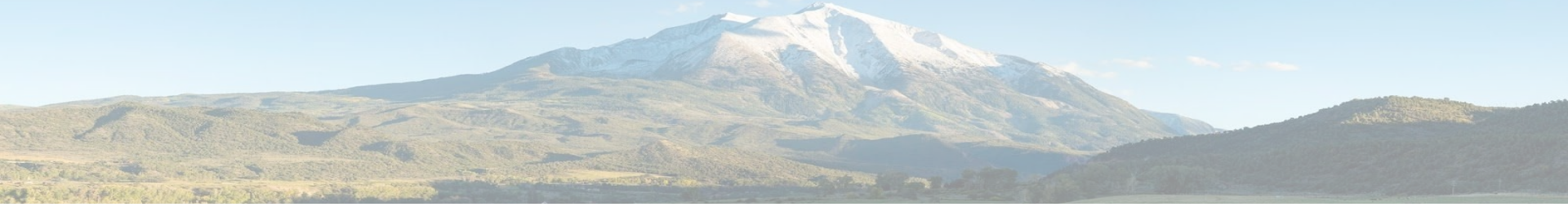
Legal Review: Legal will draft the resolution to approve the budget.

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Roaring Fork School District Mental Health in Schools Update and Funding Request
Action Requested:	Hear an update on school-based mental and behavioral health efforts in Glenwood schools and consider a funding request.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	In the regular Council meeting on January 19th a motion carried that awarded an appropriation of \$260,000 to Roaring Fork School District RE-1 to help fund school-based mental/behavioral health in Glenwood Springs schools provided by Hope Center. The 2023 appropriation was funded with \$100,000 from the Marijuana Tax Fund and \$160,000 from the Tobacco Tax Fund.
Issues:	Anna Cole, Chief of Student & Family Services is serving as Acting District Superintendent and will be present to provide an update on activities and outcomes of the program to date.
Fiscal Impact:	The District is requesting the same contribution from the City as we made in 2023 of \$260,000 to help fund the program. The 2024 proposed budget currently includes half that amount, funded equally between the Marijuana and Tobacco Tax Funds. At the end of 2024 the forecasted remaining fund balance in the Marijuana Fund is approximately \$55,000 and \$160,000 in the Tobacco Tax Fund. Should Council want to fund the remaining \$130,000 being requested staff would suggest \$10,000 from Marijuana and \$120,000 from Tobacco which would leave \$40,000 to \$45,000 in each fund. Reserves in these funds serve two purposes; (1) to match a grant or make a mid-year appropriation for a cause approved for expenditure in these funds, and (2) to maintain the required positive fund balance if the revenue in one or both does not come in as high as forecasted. Staff believes \$40,000 to be a sufficient margin, but in the event it is not reserves could be transferred from the General Fund to meet our fund balance requirements in Marijuana and Tobacco.
Legal Review:	NA
Staff Recommendation:	Staff defers to Council.



School-based Mental Health Updates

Roaring Fork School District, City of Glenwood Springs

September, 2023



RFSD Vision and core strategy

Every child in our communities has access to evidence-based prevention, intervention and treatment/response to strengthen positive youth development and mental well-being.

Roaring Fork Schools expands capacity and services through **community partnerships** to ensure every school staffs a school-based mental/behavioral health provider.



2024 Budget request

Continuation of \$260,000 investment in Hope Center school-based mental/behavioral health provider to serve Glenwood Springs public school students and families.



Rationale

1. RFSD continues to see mental and behavioral health needs that far exceed district educator and school counselor capacity/expertise:
 - Anxiety, depression, aggression;
 - Suicidality, threat;
 - Disciplinary needs/interventions.
2. School-based service delivery increases access to support:
 - Integration with classroom activities/small group learning,
 - Increased opportunities for wellness and safety checks,
 - Ease for care coordination and transition to external providers

Current Program Status

Community	Staffing	Funding
Basalt	3 Full-time Hope Center Providers, 1/school (BES, BMS, BHS)	Town of Basalt Eagle County
Carbondale	5.75 FTE School-based mental/behavioral health providers (Hope Center staffed at RFHS, CCS; internally staffed at CRES, CMS, Ross and BRHS)	Town of Carbondale Hope Center CDE School Health Professional Grant
Glenwood Springs	7.3 FTE School-based mental/behavioral health providers (Hope Center staffed at GSHS, GSMS, GSES, SES, TRCC, YMHS; internally staffed at RVS)	City of Glenwood Springs CDE School Health Professional Grant



School-based Mental Health COGS Budgets

Expenditures

●	GSHS, 2 FTE, Hope Center contracts.....	\$160,000
●	GSMS, 1 FTE, Hope Center contract.....	\$80,000
●	GSES, 1 FTE, Hope Center contract.....	\$80,000
●	SES, 0.8 FTE, Hope Center contract.....	\$64,000
●	TRCS, 1 FTE, Hope Center contract.....	\$80,000
●	RVS, 1 FTE, internal staffing.....	~\$80,000 (<i>position still open</i>)
●	YMHS .5 FTE Hope Center contract.....	\$40,000
Total expense.....		<u>\$584,000</u>

Current funding sources

●	CDE School health professionals grant	\$232,200
●	City of Glenwood Springs	\$260,000
●	School contributions	\$34,000
Total funding revenue.....		<u>\$526,200</u>



2023 COGS Investment in School-based Mental Health

In 2023, 100% of students in Glenwood Springs Public Schools had access to a school-based mental or behavioral health provider.

- \$260,000 from COGS
- \$380,000 from Colorado Department of Education (School Health Professionals Grant - expired May, 2023. 23/24 award was reduced, we've received only \$232,300 for COGS schools)

Roaring Fork School District, Two Rivers Community School and Yampah Mountain High School request continuation or increase investment in school-based mental health for 2024 fiscal year.



Data informed - [Healthy Kids Colorado Survey \(HKCS\)](#)

Healthy Kids Colorado Survey (HKCS) and Colorado Healthy Schools Smart Source (Smart Source), are Colorado's widely-administered surveys on the health and well-being of young people and school health policies and practices that support youth health.

The HKCS survey, conducted in the fall of odd-numbered years, is supported by the Colorado Department of Public Health and Environment (CDPHE), the Colorado Department of Human Services (CDHS), the Colorado Department of Public Safety (CDPS), the Colorado Department of Education (CDE), and an advisory group of state and local partners. The survey is administered by a team of researchers at the Colorado School of Public Health (CSPH) at the University of Colorado Anschutz Medical Campus.

Next administration, fall 2023. Data released summer/fall 2024.

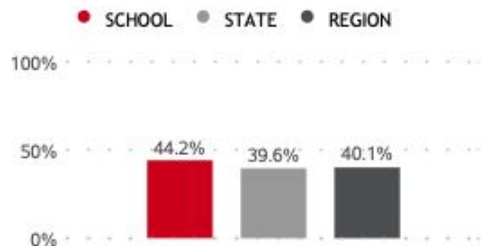
HKCS 2021 Glenwood Springs High School

MENTAL HEALTH & SUPPORTIVE RELATIONSHIPS

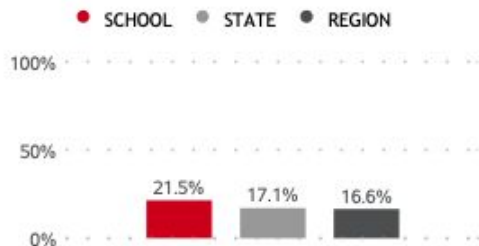
Suicide is a leading cause for death among adolescents in the U.S. as well as in Colorado. Feeling sad or hopeless for an extended period of time is used as an indicator for depression, which can increase the risk for suicide. Having a relationship with a trusted adult to go to with a problem can be protective against suicide risk. Schools can address student behavioral health needs with supportive systems that focus on prevention, early intervention, and intervention to reduce barriers to learning.

% OF STUDENTS WHO...	SCHOOL	STATE	REGION
HAVE AN ADULT TO GO TO FOR HELP WITH A SERIOUS PROBLEM	63.5%	73.5%	71.9%
COULD ASK A PARENT/GUARDIAN FOR HELP IF THEY HAD A PERSONAL PROBLEM	75.8%	82.4%	81.8%

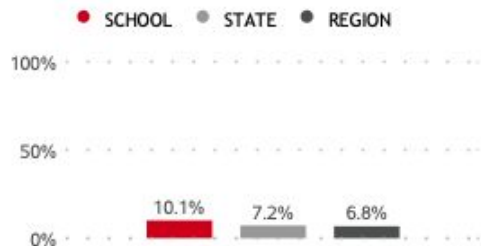
% OF STUDENTS WHO FELT SAD OR HOPELESS FOR 2+ WEEKS IN THE PAST 12 MONTHS



% OF STUDENTS WHO CONSIDERED SUICIDE IN THE PAST 12 MONTHS



% OF STUDENTS WHO ATTEMPTED SUICIDE 1+ TIMES IN THE PAST 12 MONTHS



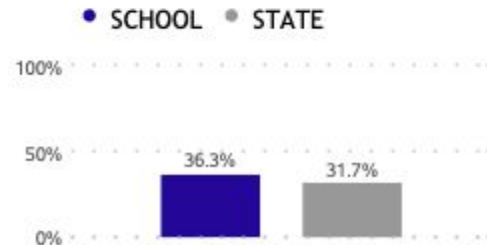
HKCS 2021 Glenwood Springs Middle School

MENTAL HEALTH & SUPPORTIVE RELATIONSHIPS

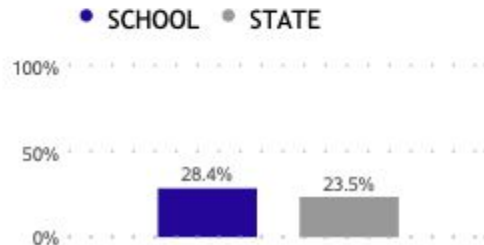
Suicide is a leading cause for death among adolescents in the U.S. as well as in Colorado. Feeling sad or hopeless for an extended period of time is used as an indicator for depression, which can increase the risk for suicide. Having a relationship with a trusted adult to go to with a problem can be protective against suicide risk. Schools can address student behavioral health needs with supportive systems that focus on prevention, early intervention, and intervention to reduce barriers to learning.

% OF STUDENTS WHO...	SCHOOL	STATE
HAVE AN ADULT TO GO TO FOR HELP WITH A SERIOUS PROBLEM	60.9%	74.9%

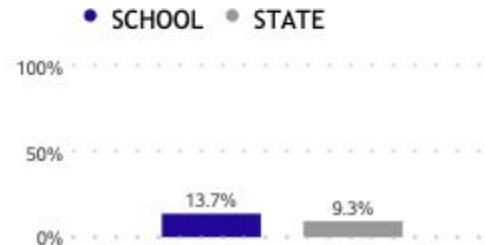
% OF STUDENTS WHO FELT SAD OR HOPELESS
FOR 2+ WEEKS IN THE PAST 12 MONTHS



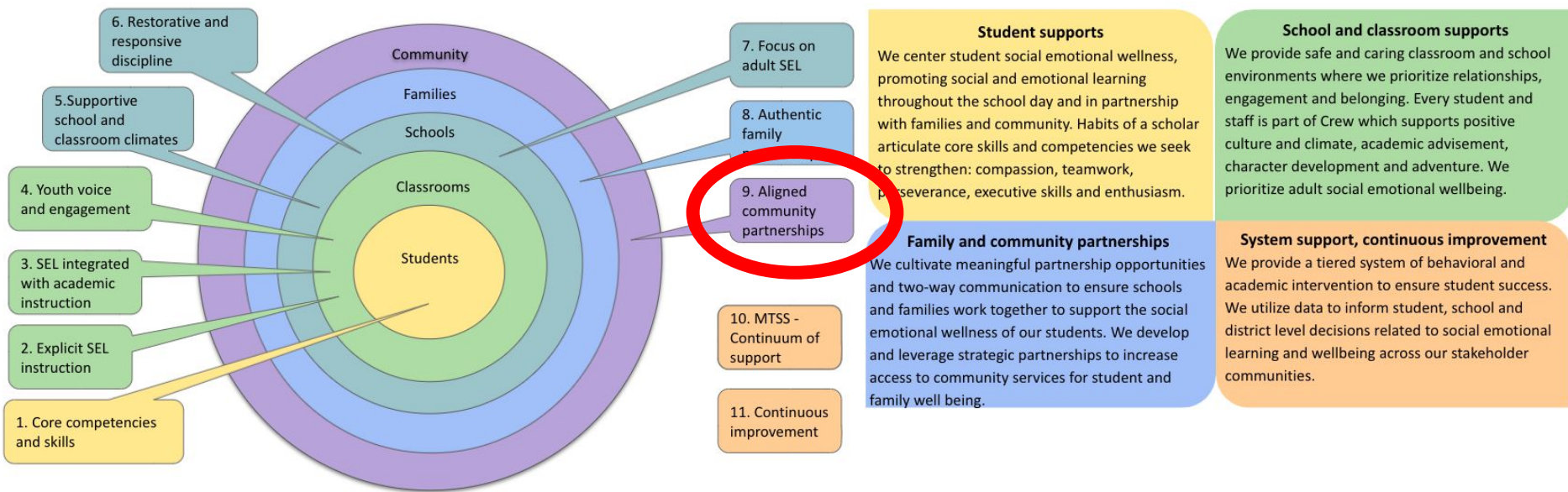
% OF STUDENTS WHO HAVE EVER
CONSIDERED SUICIDE



% OF STUDENTS WHO HAVE EVER ATTEMPTED
SUICIDE



RFSD strategies and resources to support student social emotional wellbeing



[SEL plan, 22/23](#)

Benefits from school-based mental health services

School-based mental and behavioral health providers

- Increased access
- Increased alignment
- Increase access to external mental health providers

Hope Center partnership

- Increased and higher quality provider recruitment, training, retention
- Specialized professional development and consultation
- Crisis services





Impact of COGS + CDE Funding, 2022/23 school year

9 providers in 7 schools (2 at GSHS and RVS)

Over 5500 total student interactions
including:

- Initial assessments
- Crisis assessments
- Social emotional check ins
- Group programming

Over 200 family sessions

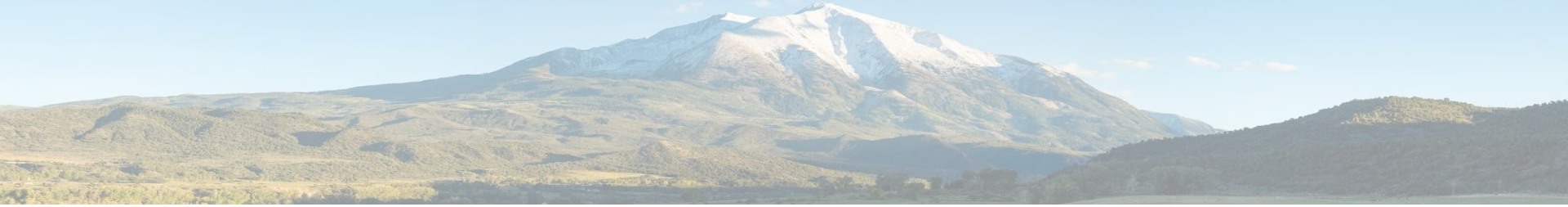
Over 17 ongoing mental health groups including:

- Newcomer support
- Anxiety
- Communication and boundaries
- Anger management
- Self regulation
- Sources of Strength



Additional outcomes/impact

- increased access** to mental health services, esp. for youth without a medical home, health insurance, or family capacity to facilitate services
- meaningful consultation** for school- and district-based MTSS and student support teams
- increased response time** for school-based suicide assessments
- reduced stigma** around mental health services by normalizing access in schools



Questions or follow up?

Please contact Anna Cole, Acting Superintendent, Chief of Student & Family Services, acole@rfschools.com



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Middle Colorado Watershed Council Memorandum of Understanding
Action Requested:	Authorize the Mayor to execute the Colorado River Wildfire Collaborative Memorandum of Understanding.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Generate Sustainable Economic Development Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life
Background Info:	The Middle Colorado Watershed Council gave an annual update about the work they are doing in and around Glenwood Springs on September 7th. Topics included the post-Grizzly Creek fire restoration and monitoring, and an update on the wildfire ready collaboratives. Fire Chief Gary Tillotson, and Deputy Chief Doug Gerrald represented Glenwood Springs in the drafting of this Memorandum of Understanding.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	Legal has reviewed
Staff Recommendation:	Staff defers to Council. If Council is inclined to approve Staff requests, Council make the approval subject to final review by the Mayor, Interim City Manager and City Attorney to account for non-substantive changes that may be made as various jurisdictions approve to avoid needing to bring a revised version back to Council.



FS Agreement No. 24-MU-11021500

Cooperator Agreement No. _____

Colorado River Wildfire Collaborative

MEMORANDUM OF UNDERSTANDING

**USDI, BUREAU OF LAND MANAGEMENT, COLORADO RIVER VALLEY FIELD OFFICE,
UPPER COLORADO RIVER DISTRICT**

AND

USDI, BUREAU OF LAND MANAGEMENT, GRAND JUNCTION FIELD OFFICE

AND

USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST

AND

USFS, GMUG (Grand Mesa, Uncompahgre and Gunnison National Forests) tbd

AND

COLORADO STATE FOREST SERVICE

AND

COLORADO PARKS AND WILDLIFE

AND

COLORADO RIVER FIRE RESCUE

AND

DE BEQUE FIRE PROTECTION DISTRICT

AND

GRAND VALLEY FIRE PROTECTION DISTRICT

AND

LOWER VALLEY FIRE DISTRICT

AND

PLATEAU VALLEY FIRE DISTRICT

AND



GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT

AND

GARFIELD COUNTY

AND

MESA COUNTY

AND

TOWN OF SILT

AND

CITY OF RIFLE

AND

TOWN OF NEWCASTLE

AND

CITY OF GLENWOOD SPRINGS

AND

TOWN OF PARACHUTE

AND

TOWN OF DE BEQUE

AND

TOWN OF COLLBRAN

AND

**METRO DISTRICT OF BATTLEMENT MESA/BMSA (SERVICE
ASSOCIATION)**



This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Garfield County, Mesa County, The City of Rifle, The Town of New Castle, The Town of Silt, The Town of Parachute, The City of Glenwood Springs, Town of De Beque, Town of Collbran, Metro District of Battlement Mesa, Colorado River Fire Rescue, Grand Valley Fire Protection District, De Beque Fire Protection District, Glenwood Springs Rural Fire Protection District, Colorado State Forest Service, Colorado Parks and Wildlife, and The Bureau of Land Management Colorado River Field Office and the BLM Grand Junction Field Office, hereinafter referred to as Parties, Members, or Cooperators, and the United States Department of Agriculture (USDA), Forest Service, White River National Forest, Rifle Ranger District, and the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests.

Background: The Colorado River Wildfire Collaborative works to empower all people to take action to reduce risk in their communities to protect people, property, and places from wildfire loss. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore will work collaboratively and in a coordinated fashion to achieve the shared goals of the MOU.

Title: Colorado River Wildfire Collaborative (CRWC)

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish the Collaborative as an informal, unincorporated collaborative organization, in which the members set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align their decisions on where to make the investments needed to achieve the purpose and goals set forth for the Colorado River Wildfire Collaborative and in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Colorado River Wildfire Collaborative works to reduce wildfire risk by identifying, prioritizing, and implementing strategic cross-boundary plans and projects aimed at creating fire resilient landscapes and fire-adapted communities while focusing on community engagement, education, and inclusion.

In entering into this MOU, the Cooperators and the U.S. Forest Service recognize that the parties share certain common interests and goals, which include the following:

- Meaningful and ongoing engagement of stakeholders located in the forest and downstream in the development of strategies to achieve outcomes and foster support for the implementation of those strategies.



- A regional network of resilient forests and communities that are better able to absorb and recover from current and future stressors and disturbances.
- A collaboratively developed and supported fire management strategy (wildland and prescribed) so that wildfires are safely and effectively extinguished when and where needed, but also in the right circumstances.
- Resilient landscapes and infrastructure that support water quality and quantity needs, habitat for robust and healthy flora and fauna, livestock grazing, as well as recreation opportunities for residents and visitors to enjoy now and in the future.
- Active management to enhance forest health and reduce wildfire risk based on the best available data and contemporary science to inform the development and application of on-the-ground activities including landscape scale and cross boundary projects where needed. This includes the use of the best available science that will help stakeholders understand how a changing climate will impact our landscapes and ecosystems, while also looking for opportunities to improve understanding through local research.
- Promoting the personal responsibility of residents who live in wildfire risk areas to prepare as follows:
 - *homes are built or improved to best resist wildfire;
 - *defensible space around homes is created and maintained;
 - * insurance policies are regularly updated;
 - *emergency alerts are receivable and acted upon;
 - *evacuation plans are learned and understood;
 - *community mitigation initiatives are engaged in and are sought.
- Develop and implement risk assessment and strategies to evaluate critical infrastructure and increase overall resiliency to wildfire and to lessen the long-term effects that wildfires have on our stream corridors, water infrastructure, and community assets.

To accomplish the above goals, each party commits to:

- Work within their own statutory and regulatory authorities, including planning and decision-making requirements where applicable.
- Collaborate and coordinate to implement this MOU to achieve the purpose and goals expressed herein.

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATORS SHALL:



- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

IV. THE COOPERATORS SHALL:

(For Non-Profits and Non-Governmental Organizations Only)

- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.
- C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.

V. THE U.S. FOREST SERVICE SHALL:

- A. Provide a liaison to link the parties of this MOU together.
- B. Ensure that all planning and site-based data collection activities comply with forest plans, National Environmental Policy Act (NEPA) documents, and all applicable laws and regulations.
- C. Coordinate with the Parties to this MOU, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.



- D. Execute necessary instrument(s) to allow Cooperator(s) to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing Cooperator(s) and its agents access to federal lands to perform project implementation, maintenance, and monitoring activities at project sites.
- E. Following completion of project implementation and the achievement of all required performance standards for given sites, act as the long-term steward of project sites, conducting any required maintenance.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore agree to work collaboratively and in a coordinated fashion to achieve the purpose and goals sought and described in this MOU.
- B. The Parties acknowledge that any Party to this MOU may participate in local activities or implement decisions related to forestry management as part of their site-specific obligations, responsibilities, and authorities. This MOU is not meant to supplant any Party's discretionary authority to make decisions about forest management or wildfire response associated with their individual jurisdictions.
- C. This MOU is non-binding and does not obligate any funds of the Parties. As funding and resources are available and authorized (as determined in each Party's sole discretion), the Parties will provide technical, human, and/or financial support to the Partnership under an appropriate authority, as applicable, and by separate instrument(s).
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Garfield County Program Contact	Garfield County Administrative Contact
John Martin, Chairman Garfield County Board of County Commissioners 108 8th St, Glenwood Springs CO 81601 970-945-5004 jmartin@garfield-county.com	Chris Bornholdt Commander, Garfield County Emergency Operations 107 8th St, Glenwood Springs CO 81601 970-945-0453 x 1012 cbornholdt@garcosheriff.com



Mesa County Program Contact	Mesa County Administrative Contact
Andy Martsolf Mesa County Emergency Management 215 Rice St., Grand Junction CO 81501 970-244-1800 andrew.martsolf@mesacounty.us	Andy Martsolf Mesa County Emergency Management 215 Rice St., Grand Junction CO 81501 970-244-1800 andrew.martsolf@mesacounty.us

City of Rifle Program Contact	City of Rifle Administrative Contact
Tommy Klein City Manager 970-989-3149 tklein@rifleco.org	Tommy Klein City Manager 970-989-3149 tklein@rifleco.org

Town of New Castle Program Contact	Town of New Castle Admin. Contact
David Reynolds Town Administrator Town of New Castle 450 W. Main Street New Castle, CO 81647 970-984-2311 dreynolds@newcastlecolorado.org	Rochelle Firth Assistant to the Town Administrator, PIO Town of New Castle 450 W. Main Street New Castle, CO 81647 970-984-2311 rfirth@newcastlecolorado.org

Town of Silt Program Contact	Town of Silt Administrative Contact
Trey Fonner (970) 876-2353 Ext. 106 231 N. 7th Street PO Box 70 Silt, CO 81652 trey@townofsilt.org	Amie Tucker (970) 876-2353 Ext. 104 231 N. 7th Street PO Box 70 Silt, CO 81652 atucker@townofsilt.org

Town of Parachute Program Contact	Town of Parachute Administrative Contact
Travis Elliott Town Manager Town of Parachute 222 Grand Valley Way Parachute, CO 81635 970-665-1147 telliott@parachutecolorado.com	Teresa Beecraft Finance Director Town of Parachute 222 Grand Valley Way Parachute, CO 81635 970-665-1145 tbeecraft@parachutecolorado.com



Town of De Beque Program Contact	Town of De Beque Administrative Contact
Care' McInnis, Town Manager cmcinnis@debeque.org 970-270-3290 PO Box 60, 381 Mintur Ave, De Beque, CO 81630	Care' McInnis, Town Manager cmcinnis@debeque.org 970-270-3290 Evelyn Giertz, Administrative Assistant egiertz@debeque.org (970) 283-5475 ext 108 PO Box 60, 381 Mintur Ave, DeBeque, CO 81630

Metro District Battlement Mesa Program Contact	Metro District Battlement Mesa Admin. Contact
Vinnie Tomasulo vtomasulo@bmmetro.com 970-285-9050 401 Arroyo Drive Battlement Mesa, CO 81635	Vinnie Tomasulo vtomasulo@bmmetro.com 970-285-9050 401 Arroyo Drive Battlement Mesa, CO 81635

Town of Collbran Program Contact	Town of Collbran Administrative Contact
Melonie Matarozzo Town Administrator Town of Collbran 1010 High Street Collbran, Co 81624 970-487-3751 townmanager@townofcollbran.us	Melonie Matarozzo Town Administrator Town of Collbran 1010 High Street Collbran, Co 81624 970-487-3751 townmanager@townofcollbran.us

City of Glenwood Springs Program Contact	City of Glenwood Springs Administrative Contact
Steve Boyd 970-384-6422 101 West 8th Street Glenwood Springs, CO 81601 steve.boyd@cogs.us	Steve Boyd 970-384-6422 101 West 8th Street Glenwood Springs, CO 81601 steve.boyd@cogs.us



Colorado River Fire Protection District Program Contact	Colorado River Fire Protection District Administrative Contact
Zach Pigati Division Chief of Operations and Wildland 1850 Railroad Ave Rifle, CO 81650 970-319-8787 zach.pigati@crfr.us	PJ Tillman Administrative Director 1850 Railroad Ave Rifle, CO 81650 970-625-1243 pj.tillman@crfr.us
Grand Valley Fire Protection District Program Contact	Grand Valley Fire Protection District Administrative Contact
Chris Jackson, Fire Chief 0124 Stone Quarry Road Parachute, CO 81635 970-285-9119 opschief@gvfpd.org	Kim Reeves, Administrative Specialist 0124 Stone Quarry Road Parachute, CO 81635 970-285-9119 admin@gvfpd.org
De Beque Fire Protection District Program Contact	De Beque Fire Protection District Administrative Contact
Forest Matis, Fire Chief 4580 I-70 Frontage Rd, De Beque, CO 81630 970-201-4088 forest.matis@debequefire.org	Jason Lee, Captain 4580 I-70 Frontage Rd, De Beque, CO 81630 970-283-8632 jason.lee@debequefire.org
Lower Valley Fire Protection District Program Contact	Lower Valley Fire Protection District Administrative Contact
Travis Holder, Fire Marshal 970-296-4258 tholder@lvfdfire.org 168 N Mesa St., Fruita CO 81521	Frank Cavaliere, Fire Chief 970-858-3133 fcavaliere@lvfdfire.org 168 N Mesa St., Fruita CO 81521
Plateau Valley Fire Protection District Program Contact	Plateau Valley Fire Protection District Administrative Contact
Karl Belden 49084 Ke ½ Rd, Mesa CO 81643 970-261-9773 k.beldenjr@pvfiredept.org	Eric Bruton Acting Fire Chief 49084 Ke ½ Rd., Mesa CO 81643 970-261-9773 e.bruton@pvfiredept.org



Glenwood Springs Rural Fire Protection District Contact	Glenwood Springs Rural Fire Protection District Administrative Contact
Gary Tillotson 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6480 Email: gary.tillotson@cogs.us	Mina Bolton 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6436 Email: mina.bolton@cogs.us

Colorado State Forest Service Program Contact	Colorado State Forest Service Administrative Contact
Ron Cousineau Northwest Area PO Box 69 Granby, CO 80446 Telephone: 970-217-7022 Email: ron.cousineau@colostate.edu	Scott Woods 9769 W 119th Drive, Suite 12 Broomfield, CO 80021 Telephone: 303-404-9057 Email: scott.woods@colostate.edu

Colorado Parks and Wildlife Program Contact	Colorado Parks and Wildlife Administrative Contact (alt contact)
Molly West 711 Independent Ave Grand Junction, CO 81504 Telephone: 970-250-3818 Email: molly.west@state.co.us	Ivan Archer 711 Independent Ave Grand Junction, CO 81504 Telephone: 970-200-4026 Email: ivan.archer@state.co.us

Bureau of Land Management, Colorado River Valley Field Office Program Contact	Bureau of Land Management, Colorado River Valley Field Office Administrative Contact
Chad Sewell 2300 River Frontage Road Silt, CO 81652 Telephone: 970-876-9030 Email: csewell@blm.gov	Larry Sandoval 2300 River Frontage Road Silt, CO 81652 Telephone: 970-876-9002 Email: lsandoval@blm.gov

Principal U.S. Forest Service Contacts:



U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Clark Woolley, Partnership Coordinator 900 Grand Avenue Glenwood Springs, CO Telephone: 970-948-9803 Email: clark.woolley@usda.gov	Alex Specht, Grants Management Specialist 900 Grand Ave Glenwood Springs, CO 81601 Telephone: 605-515-8812 Email: alex.specht@usda.gov

- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperators, at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.
- H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds,



services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications.

A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving,"

any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

- N. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official



Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through *Month Day, Year* at which time it will expire.
- Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



John Martin, BOCC Chair Garfield County, Colorado

Date: _____

Chris Bornholdt, Garfield County Emergency Management, Colorado

Date: _____



Andy Martsof, Mesa County Emergency Management, Colorado

Date: _____



David Reynolds, Town Administrator, New Castle, Colorado

Date: _____

Art Riddle, Mayor, Town of New Castle, Colorado

Date: _____



Tommy Klein, City Manager, City of Rifle, Colorado

Date: _____

Ed Green, Mayor, City of Rifle, Colorado

Date: _____



Trey Fonner, Public Works Administrator, Town of Silt

Date: _____

Keith Richel, Mayor, Town of Silt

Date: _____



Travis Elliot, Town Manager, Town of Parachute

Date: _____

Tom Rugaard, Mayor, Town of Parachute

Date: _____



Shanelle Hansen, Mayor, Town of De Beque

Date: _____



Steve Boyd, Acting City Manager, City of Glenwood Springs

Date: _____

Ingrid Wussow, Mayor, City of Glenwood Springs

Date: _____



Melonie Matarozzo, Town Administrator, Town of Collbran, Colorado

Date: _____

Kris Melnikoff, Mayor, Town of Collbran, Colorado

Date: _____



Vinnie Tomasulo, Metro District Battlement Mesa, Colorado

Date: _____



Chief Leif Sackett, Colorado River Fire Protection District

Date: _____



Forest Matis, De Beque Fire Protection District

Date: _____



Chris Jackson, Deputy Chief, Grand Valley Fire Protection District

Date: _____



Gary Tillotson, Glenwood Springs Rural Fire Protection District

Date: _____



Karl Belden, Plateau Valley Fire Protection District

Date: _____



Frank Cavaliere, Fire Chief, Lower Valley Fire Protection District

Date: _____



Molly West, Colorado Parks and Wildlife

Date: _____



Scott Wood, Colorado State Forest Service, Partnership Coordinator

Date: _____



Chad Sewell, Bureau of Land Management, Colorado River Valley Field Office Date

Date: _____

Larry Sandoval, Bureau of Land Management, Colorado River Valley Field Office Date

Date: _____

Larry Sandoval, Bureau of Land Management, Colorado River Valley Field Office Date

Date: _____



SCOTT G. FITZWILLIAMS, Forest Supervisor
U.S. Forest Service, White River National Forest
Date

The authority and format of this agreement have been reviewed and approved for signature.

ALEX SPECHT
U.S. Forest Service, Grants Management Specialist
Region 2, Rocky Mountain Region
Date

FS Agreement No. 24-MU-11021500-



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: Fee Waiver Request for Glenwood Gardens Project

Action Requested: Approval of an affordable housing incentive agreement between the City of Glenwood Springs at Cohen-Esrey, an affordable housing developer.

Department: Economic and Community Development

Presented By: Watkins Fulk-Gray

Strategic Goals: Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: City Council has the sole authority to waive system improvement fees and building permit fees. An estimate for the fees that would be due for this project is listed below.

Issues: Cohen-Esrey, an affordable housing developer, is seeking to build a 131-unit deeply affordable project at 51993 Highway 6 & 24. This potential project is currently referred to as Glenwood Gardens. In order to make the project possible, the developer has requested a waiver of City system improvement and building permit fees. In exchange, a large number of units would be restricted to incomes that the City rarely sees contemplated by developers.

The fees Cohen-Esrey has requested to be waived are the building permit fee, building permit plan review fee, parkland dedication fee-in-lieu, school land dedication fee-in-lieu, fire impact fee, and public art fee. No water improvement fees or sewer improvement fees will be charged because this site is located in the West Glenwood Sanitation District and the developers will have shares in the Mitchell Cooper water system. The developer will be seeking a Low-Income Housing Tax Credit award from the Colorado Housing Finance Authority as well as vouchers from Garfield County Housing Authority as additional assistance making the project pencil out.

This project would serve area median income (AMI) categories with some of Glenwood's most significant need. The proposal includes 66 units at or below 50% AMI, meaning it would serve households of four who make \$49,600 or less. According to the 2023 Strategic Housing Plan Update, there is a current need for 556 dwelling units for people in the AMI range of 30% to 60% (\$29,760 to \$59,520 annual income for a family of four), and is the largest group of income earners left out by the market in Glenwood.

According to information gathered in 2022 for the ad hoc housing coalition, Glenwood Gardens would serve people such as restaurant and retail workers who tend to make 50% to 60% AMI (\$33,000 to \$39,500 for a one-person household).

With 42% of the planned units affordable to households earning 80% AMI (\$55,600 for a one-person household), this project would also serve teachers, whose incomes tend to start at \$41,000, with a median salary of \$56,000, putting them around 50% to 80% AMI for a one-person household. Staff has included in the packet the 2023 table for income and household earning averages by AMI for reference while considering the fee waiver request. This proposed project constitutes a deep level of affordability that does not often materialize in Glenwood Springs.

Staff took data from [indeed.com](https://www.indeed.com) to further illustrate job postings and wages on September 28, 2023. The list below represents the workforce that could be served by this project.

Tourism Industry Support (\$15 - \$19)
Office Administrative Positions (\$16 - \$20)

Sales Associate/Cashier	(\$14 - \$18)
Early Childhood Aid	(\$16 - \$25)
Maintenance Technicians	(\$18 - \$25)
Mail Delivery Driver	(\$18 - \$25)
Aquatics Center Specialist	(\$20 - \$22)
Teachers	(\$20 - \$30)
Caregiver	(\$21 - \$25)
School Bus Drivers	(\$21 - \$29)
Human Resource Assistant	(\$24 - \$28)
Accounting Specialist	(\$25 - \$30)
Streets Maintenance	(\$25 - \$30)
Animal Rescue Manager	(\$28 - \$30)

For reference staff has included a chart to show hourly wages from above correlated to area median income percentage and affordable rent for that income. This data was collected from Colorado Housing and Finance Authority (CHFA) website rent and income limits. Staff has included the CHFA chart information as an attachment.

Hourly Wage	Annual Salary	Area Median Income (1 person)	Affordable Rent
\$15/ hour	\$31,200	45% Area Median Income	\$780
\$20/ hour	\$41,600	60% Area Median Income	\$1,042
\$25/ hour	\$52,000	75% Area Median Income	\$1,300
\$30/ hour	\$62,400	90% Area median Income	\$1,550

The proposed project would go a long way toward satisfying the City's commitment to creating affordable housing under Proposition 123. Under Proposition 123, the City can receive significant funding for affordable housing by committing to the actual creation of a certain number of affordable units. This project, if realized, could potentially satisfy the City's entire Proposition 123 commitment.

The use of 2C funds is limited to providing housing for the Glenwood Springs workforce. Federal law would prohibit the applicant from restricting the housing only to the Glenwood workforce. As a result, while the project would likely provide housing for the Glenwood workforce, the use of 2A funds to cover the cost of the waiver or backfill the impacted funds is not an option.

Fiscal Impact:

A total waiver of \$1,149,204.81 is requested. A breakdown of these fees is listed here:

- Building permit fee: \$140,963.35
- Building permit plan review fee: \$91,450.68
- Parkland dedication fee-in-lieu: \$540,356.30
- School land dedication fee-in-lieu: \$220,732.38
- Fire impact fee: \$144,406.50
- Public art fee-in-lieu: \$11,565.60

Legal Review:

Legal has reviewed the included Affordable Housing Incentive Agreement.

Staff Recommendation:

If Council is inclined to grant a waiver, in light of budgetary constraints and impacts, staff recommends a minimum fee waiver consideration of half of Parkland and School impact fees and all of the Public Art fees. That amounts to the following minimum recommendation:

- Parkland dedication fee-in-lieu: \$270,178.25
- School land dedication fee-in-lieu: \$110,366.19
- Public art fee-in-lieu: \$11,565.60

Total minimum fee waiver **\$392,110.04**

Staff also recommends that City Council approve a review and possible increase in fee waivers upon a successful Low Income Housing Tax Credit Award and a Major Site/Architectural Plan application submittal.



Cohen-Esrey Development Group, LLC
8500 Shawnee Mission Parkway, Suite 101
Merriam, KS 66202
Main: 913.671.3300
FAX: 913.671.3301

September 25, 2023

Watkins Fulk-Gray
Senior Planner, Economic and Community Development
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

Re: Request for Waiver of System Improvement Fees: Glenwood Gardens

Dear Watkins:

Cohen-Esrey Development Group is proposing a 131-unit community in west Glenwood Springs at 51993 Hwy 6 called Glenwood Gardens. This proposed community, if approved, will serve families at the following AMI levels:

- 51% of 131 units are at or below 50% AMI
- 20 project-based vouchers supporting 20%, 30%, and 40% AMI units
- 61% of units are family-sized dwellings (2 and 3 bedrooms)
- The 60% AMI income level and one-bedroom units were minimized

Thank you for considering our request for a waiver of \$1,149,204.81 of the City of Glenwood Springs Improvement Fees as summarized below:

Building Permit Fee	\$140,693.35
Plan Review Fee	\$ 91,450.68
Parkland dedication	\$540,356.30
School land dedication	\$220,732.38
Fire impact fee	\$144,406.50
Public art fee	\$ 11,565.60
Total	\$1,149,204.81

***Note:** we understand this is an estimate there may be fluctuation in the final amount depending on final submission to the City.

This waiver is a critical component of the required financing to make this project possible. In order to evidence the extent we have gone to find sufficient financing for this community, we have identified 14 sources for project feasibility.

The City Fee Rebate is a significant contribution to the overall success of this project.

The City's investment in this community will make a significant impact on the severe need for affordable housing in Glenwood Springs for many years to come. If approved, this housing will be restricted at the below AMI levels for over 35 years.

	Units	%
20% AMI	2	2%
30% AMI	14	11%
40% AMI	9	7%
50% AMI	42	32%
60% AMI	9	7%
80% AMI	55	42%
	131	100%

Thank you for your consideration. Following this letter is our architectural concept that was submitted to CHFA.

Best regards,

Lisa Sorensen

Lisa Sorensen
Development Director Cohen-Esrey Development Group



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

**AFFORDABLE HOUSING INCENTIVE AGREEMENT BETWEEN THE
CITY OF GLENWOOD SPRINGS AND COHEN-ESREY DEVELOPMENT
GROUP, LLC**

This Affordable Housing Incentive Agreement (“Agreement”) is entered into this ____ day of _____, 2023, by Cohen-Esrey Development Group (“Cohen-Esrey, or the “Developer”) and the City of Glenwood Springs, Colorado (“City”).

RECITALS

WHEREAS, the Developer is under contract to own certain real property located at 51993 and 52003 Highway 6 & 24 (the “Property”). The Property is further described on the attached **Exhibit A**, incorporated herein by this reference; and

WHEREAS, the Developer intends to develop residential units for rent at the Property in the City (the “Development”) and 100 percent of the units within the project will be deed restricted as affordable; and

WHEREAS, the Developer has been approved by Colorado Housing and Finance Authority (CHFA) for Low-Income Housing Tax Credits for the project; and

WHEREAS, the Developer is seeking substantial City of Glenwood Springs support and participation in the project; and

WHEREAS, the City of Glenwood Springs’s Strategic Plan Update identifies developing affordable housing with strategic partners as important to protect and preserve our quality of life; and

WHEREAS, the City of Glenwood Springs City Council finds that entering into this agreement will serve to provide benefit to and advance the public interest and welfare of the City and its residents by creating affordable housing; and

WHEREAS, certain impact and improvement fees shall hereby be waived as further detailed on **Exhibit B**, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto declare, covenant, and agree as follows:

1. FEE WAIVERS.

1.1 Fee Waiver. The impact and improvement fees set forth in the Glenwood Springs **Municipal Code Section 070.130.110** and identified on Exhibit B shall deferred and, except as otherwise provided in this Agreement, be waived for each deed restricted Unit.

1.2 Number of Units.

There are 131 total residential dwelling units in the Development, of which 131

representing 100% of the total, are Units restricted by this Agreement.

1.3 **Affordability.** The rental price of any single Unit shall not, at the time of leasing, exceed those maximum rents established in the Colorado Housing and Finance Authority, Colorado County Income and Rent Table for 80% of the Garfield County Area Median Income. The rental prices in the Development shall conform substantially to the following:

	Units	%
20% AMI	2	2%
30% AMI	14	11%
40% AMI	9	7%
50% AMI	42	32%
60% AMI	9	7%
80% AMI	55	42%
	131	100%

1.4 **Maintenance.** Each Development Unit shall be maintained according to the same standards and conditions as those units on the Property not subject to this Agreement.

2. TERM AND DEVELOPMENT APPROVALS

2.1 **Development Approvals.** The Parties acknowledge that the Development, as presently contemplated herein, will require development approvals including a Major Site Plan approval. The Developer expressly acknowledges that the City Council will act in a quasi-judicial capacity in reviewing such applications, and as such, the City cannot guarantee approval of such applications.

2.2 **Term.** This Agreement shall automatically terminate if within twelve (12) months the Developer fails to obtain approval entitlements for the project substantially as conceptualized at the time of petition for fee waiver.

3. DEFENSE AND INDEMNITY.

3.1 **Developer's Actions.** Developer shall hold harmless and indemnify City and its elected and appointed officers, agents, employees, and representatives from claims, costs, and liabilities for any personal injury, death, or physical damage (including inverse condemnation) which arises directly or indirectly, as a result of the construction of the Development, or of operations performed under this Agreement, by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, or any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

3.2 **City's Actions.** Nothing in this section shall be construed to mean that Developer shall indemnify or hold the City or its elected and appointed

representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage arising from, or alleged to arise from any act or omission of the City with regard to improvements that have been offered for dedication and accepted by City for maintenance. Nothing contained herein is intended to nor shall be construed as a waiver of the City's governmental immunity under state or federal law.

3.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties that: (1) the subject Development is a private development;

(2) the City has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the City accepts the same pursuant to the provisions of this Agreement or in connection with the Current Approvals;

(3) Developer shall have full power over and exclusive control of construction of the Development on the Property subject to the approvals and Conditions of Approval of the City; and (4) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

4. MISCELLANEOUS PROVISIONS.

4.1 Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

4.2 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

4.3 Amendments. This Agreement shall not be amended, except by subsequent written agreement of the Parties.

4.4 Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Glenwood Springs Municipal Code and Ordinances and the laws of the State of Colorado, and that the Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

4.5 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way defines, limits, or prescribes the scope or intent of this Agreement or any part hereof.

4.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

4.7 Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

4.8 Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

4.9 Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing Party shall be entitled to, and the failing Party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

4.10 Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the Party it represents to the terms and conditions hereof.

4.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

4.12 Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to City: City of Glenwood Springs 101 W. 8th Street
Glenwood Springs, CO 81601

With copy to: Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer: Lisa Sorensen
Cohen-Esrey
8500 Shawnee Mission Parkway,
Suite 101
Merriam, KS 66202

4.13 Construction. Each reference in this Agreement to any of the Current Approvals shall be deemed to refer to the Current Approval as it may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the City and Developer as of the date and year first above written.

CITY OF GLENWOOD SPRINGS

COHEN-ESREY

Ingrid Wussow, Mayor

By: _____
Name:
Title:

Ryan Muse, City Clerk

APPROVED AS TO FORM:

Karl J. Hanlon, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Affordable Housing Incentive Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of Cohen-Esrey.
Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A
Property Description

Section: 5 Township: 6 Range: 89 TR IN NWSE. 1.10 acres.

AND

Section: 5 Township: 6 Range: 89 TR IN NWSE. 2.56 acres.

EXHIBIT B

Improvement and Building Fees Waived

The following fees have been waived:

1. Building permit fee:	\$140,963.35
2. Building permit plan review fee:	\$91,450.68
3. Parkland dedication fee-in-lieu:	\$540,356.30
4. School land dedication fee-in-lieu:	\$220,732.38
5. Fire impact fee:	\$144,406.50
6. Public art fee-in-lieu:	\$11,565.60



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Cul-De-Sac Discussion
Action Requested:	The recommendation from the engineering department and the fire department is that “No Parking, Fire Lane” signs be installed in the cul-du-sacs listed below in order to allow safe and effective operations.
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Ensure Public Safety
Background Info:	Staff presented to Council during a July work session about the parking issues within the cul-du-sacs located throughout the City. The primary issues with vehicles parked in cul-du-sacs are that they reduce accessibility for emergency vehicles by making turning movements difficult and makes plowing less effective and more challenging. Many of the recorded subdivision documents (PUDs and SIAs) provide direction on parking within the cul-dusacs. The City has notified the public and has installed “No Parking” signs in cul- du-sacs where parking restrictions are clearly defined. However, there are approximately 8 cul-du-sacs where no documentation was found that provided direction on parking. Those cul-du-sacs are: 1. Stoneridge Ct 2. Ptarmigan Drive 3. Sopris Avenue 4. Glen Oak Lane 5. Parkwood Lane 6. Cottonwood Lane 7. Brush Creek Lane 8. Red Bluff Lane On the evening of August 2, engineering and the fire department drove each of the cul-du-sacs listed above with a fire engine to determine if the engine can quickly and efficiently navigate the cul-du-sacs and if “No Parking, Fire Lane” signs are warranted. A drone was utilized to record the engine from above. The engine was able to make the turn without backing up on a couple of the cul-du-sacs but had to drive very slowly with a spotter in front of the engine to help; the majority of the cul-du-sacs required the engine to back up to make the turning movement. If there were more vehicles parked in the cul-du-sacs the turning movement would have been significantly more challenging and time-consuming.
Issues:	None at this time.
Fiscal Impact:	This fits within the 2023 approved signage budget.
Legal Review:	Legal is up to date on this discussion.
Staff Recommendation:	Staff is recommending that “No Parking, Fire Lane” signs be installed in the cul-du-sacs listed in order to allow safe and effective operations.



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Resolution 2023-35: Setting 1041 Permit Fee
Action Requested:	Approval of Resolution 2023-35 setting a permit application fee for a Matters of State Interest Permit Application.
Department:	Economic and Community Development
Presented By:	Hannah Klausman, Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Generate Sustainable Economic Development
Background Info:	In 2022, Council approved the adoption of Ordinance 2022-09, Code amendments designating Matters of State Interest, and adopting guidelines and administration in Section 070.080 of the Municipal Code. This type of permit is also referred to as a 1041 permit after the house bill that enacted the legislation in 1974, House Bill 74-1041. The application regulations stipulate that the applicant shall pay the required application fee at the time of application submittal as listed on the development review fee schedule established by resolution of the City Council and reviewed on an annual basis. The permit for Matters of State Interest is lengthy and involved and staff believe it most closely mirrors the fee set forth in the fee schedule for Major Site/Architectural Plans. Staff suggests setting the 1041 Permit fee to the same amount of \$3,200. The Development Review Fee Schedule is meant to be reviewed annually and will be brought back before the Council by year's end for review and possible adjustment. Council would have the opportunity to further adjust the 1041 permit fee, as well as all other development review fees at that time.
Issues:	A resolution setting the permit fee for this application type was not completed when Ordinance 2022-09 was approved. Staff is resolving that oversight and adding the permit fee to the Development Review Fee Schedule.
Fiscal Impact:	Permit applications for Matters of State Interest as designated in 070.080 will now have a set permit application fee of \$3,200, reviewed annually.
Legal Review:	Legal has prepared the resolution.
Staff Recommendation:	Staff recommends approval of the Resolution setting the Matters of State Interest permit application fee to \$3,200 subject to annual review.

RESOLUTION 2023-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE CITY OF GLENWOOD SPRINGS DEVELOPMENT REVIEW FEE SCHEDULE. SETTING PERMIT APPLICATION FEES RELATED TO PERMITS FOR AREAS AND ACTIVITIES OF STATE INTEREST.

WHEREAS, in March 2022, City Council approved Ordinance 2022-09 amending Title 070 of the Glenwood Springs Municipal Code, designating certain Areas and Activities of State Interest and adopting guidelines for their administration; and

WHEREAS, pursuant to Section 070.080.240 of the Municipal Code, City Council shall establish a fee schedule for development applications for Areas and Activities of State Interest; and

WHEREAS, City staff recommends, and City Council agrees, that setting such fees, meets the needs of the community, and the needs of the City; and

WHEREAS, City staff recommends and City Council agrees, that the fee for Development Permits for Matters of State Interest shall be \$3,200.00; and

WHEREAS, City Council finds that the \$3,200.00 fee for Development Permit Applications for Matters of State Interest is necessary and appropriate.

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

Section 1. The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

Section 2. The City Council of the City of Glenwood Springs hereby sets the application fee for Development Permit Application for Matters of State Interest at \$3,200.00.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF OCTOBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



Resolution 2023-35 - Amending the Development Review Fee Schedule and Approving Matters of State Interest Permit Fee

Type of Application	Fee
Ordinance Amendments	
Rezoning	\$700.00
Rezoning to PUD	\$2,300.00
PUD Plan Amendment	1/2 the application fee
Annexation	
Annexation Enclave	\$2,040.00
Annexation Non-Enclave	\$2,750.00
Development Permits	
Site/Architectural Plan	
Administrative (4-8 Units)	\$700.00
Minor	\$1,150.00
Major	\$3,200.00
Amendment	1/2 the application fee
Matters of State Interest (1041)	\$3,200.00
Master Plan	\$700.00
Construction Plans	\$200.00
Location and Extent	\$0.00
Special Use Permit	\$800.00
Amendment to a Special Use Permit	1/2 the application fee
ROW Encroachment	
Administrative Review	\$150.00
City Council Review	\$800.00
Street Vendor	\$100.00
Floodplain Development Permit	\$50.00
Subdivision Procedures	
Minor Subdivision	\$1,330.00
Lot Boundary Adjustment	\$440.00
Preliminary Plat	\$2,040.00
Final Plat	\$530.00
Condominiumization	\$530.00
Vacation of ROW	\$800.00
Flexibility & Relief Procedures	
Variance	\$530.00
Administrative Adjustment	\$220.00
Appeal	\$100.00

Other Misc. Fees	
Parking in Lieu Fee	\$8,000/stall
Zoning/Land Use Capability Letter	\$115/hour
Backyard Chicken Permit	\$35.00
Vacation Rentals	\$110.00
	Short Term Rental \$500 Initial/ \$300 Renewal
	Accessory Tourist Rental \$300 Initial/ \$150 Renewal
Off Premises Sign	\$350.00
Home Occupation Permit	\$35.00
Sign Permit Fee	\$100.00
	Temporary & portable signs \$0.00
	Face change application \$0.00
	Master Sign Permit \$0.00
Outdoor Seating	\$75.00
Legal Review	\$250/hour for legal review time in excess of two hours.



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Resolution 2023-31; Outdoor Dining Fee
Action Requested:	Consideration of prorating the lease rate for leasing of on-street parking spaces for the outdoor dining program to only include the period of April 1 to October 31. This would reduce the annual lease rate from \$1.75 per square foot to \$1.02 per square foot.
Department:	Economic and Community Development
Presented By:	Emery Ellingson
Strategic Goals:	Provide Efficient and Responsive City Government Generate Sustainable Economic Development Ensure Public Safety
Background Info:	The outdoor dining program was created in 2014 via Resolution 2014-09. Since then , the program has grown and the City now has lease agreements with 18 separate businesses at the rate of \$1.75 per square foot plus an annual \$75 administrative fee. Eight leases predate COVID and ten have been added since 2020. Outdoor dining leases are approved administratively with City Manager approval on all new leases and subsequent lease renewals. In 2023 all lease expiration dates for businesses with liquor licenses were amended to ensure that the outdoor dining expiration date matches the liquor license date to ensure compatibility with state liquor laws. This resolution proposes prorating the rental rate for outdoor dining in on-street parking spaces in recognition that these spaces are not allowed to be used on an annual basis. This contrasts with sidewalk leases because those businesses are not required to vacate their lease spaces during the winter months. Adjusting the lease term is complicated by state liquor licensing laws so adjusting the lease rate would be the method to prorate these leases. The proposed timeline for proration would change this period from April 1 to October 31 and prorate the lease rate accordingly, which would result in a lease rate for off-street parking spaces of \$1.02 per square foot. This period is 213 days, $213/365 = .58$. $\\$1.75 \times 0.58 = \\1.02.
Issues:	Possible issues include additional staff oversight to ensure a different rate is charged for parking spaces. It may also result in interest from owners with sidewalk leases to also prorate their leases.
Fiscal Impact:	Current lease rates are \$1.75 per square foot. This rate was set by Resolution 2014-09 and has not changed since 2014. This lease rate does not differentiate between different types of leaseable areas. The annual administrative fee is \$75 and was set by Resolution 2014-09 and has not changed since 2014. If approved, this resolution would decrease the amount received by the City for those leases which utilize parking spaces. Currently, there are only two businesses which have leases for parking spaces; Rocky Mountain Pizza and Masala & Curry.

For Rocky Mountain Pizza, the lease amount collected would decrease from \$701.12 to \$408.65. For Masala and Curry, the lease amount would decrease from \$885.50 to \$516.12.

Annual administrative fees which cost \$75.00 would be unaffected by this resolution.

Legal Review: Legal has reviewed.

Staff Recommendation: Staff defers to Council.

RESOLUTION 2023-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD
SPRINGS COLORADO, AMENDING GLENWOOD SPRINGS OUTDOOR
DINING PROGRAM AND ASSOCIATED LEASING FEES**

WHEREAS, City has instituted an Outdoor Dining Program to provide interested restaurant owners with parameters and expectation for expanding their restaurant service area onto adjoining public right of way including street parking spaces

WHEREAS, the City Council believes that locating outdoor dining spaces on public property which adjoins or is in proximity to an operating restaurant furthers these goals;

WHEREAS, the City has leased street parking spaces to restaurant owners for purposes of outdoor dining which are not available year-round due to street cleaning and plowing needs during winter months

WHEREAS, goals of the City Council are to encourage economic vitality and enliven the city's commercial district

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

Section 1. The above recitals are hereby incorporated as finding by the City Council of the City of Glenwood Springs

Section 2. The lease rate for outdoor dining shall be \$_____ per square foot per [month/annually]. In interest of keeping leases on an annual basis and to relieve financial burden on business owners from paying for space they cannot use, the leasing rate of any outdoor dining space located in a street parking space shall be pro-rated to reflect the numbers of days allowed to operate in that space.

Section 3. The dates for lease shall be April 1st to October 31st.

INTRODUCED, READ, AND PASSED THIS ___ DAY OF ___ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

RESOLUTION NO. 2014-9

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GLENWOOD SPRINGS, COLORADO, ADOPTING A GLENWOOD
SPRINGS OUTDOOR DINING PROGRAM; SUMMARY, CHECKLIST,
APPLICATION AND FORM LEASE.**

WHEREAS, goals of the City Council are to encourage economic vitality and enliven the city's commercial district while protecting the historic character of the city;

WHEREAS, the City Council believes that locating outdoor dining spaces on public property which adjoins an operating restaurant will further these goals;

WHEREAS, City staff have worked to draft an Outdoor Dining Program to provide interested restaurant owners with parameters and expectations for expanding their restaurant service area onto adjoining public right of way;

WHEREAS, the City Council, at three meetings, heard comments as to the various issues involved in instituting of this Program from City staff and members of the public; and

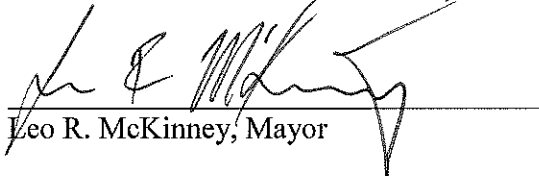
WHEREAS, the City Council finds that the proposed Glenwood Springs Outdoor Dining Program is consistent with the City's goals and policies and is in the best interest of the health, safety and welfare of the citizens of the City of Glenwood Springs.

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

The City Council of the City of Glenwood Springs hereby adopts the Glenwood Springs Outdoor Dining Program Summary, Checklist, Application and form lease attached hereto and incorporated herein as Exhibit A.

INTRODUCED, READ AND PASSED THIS 17th DAY OF April,
2014.

CITY OF GLENWOOD SPRINGS, COLORADO


Leo R. McKinney, Mayor

ATTEST:


Ann Green, Deputy City Clerk



DRAFT #6 –City Council Review – April 17, 2014

**Outdoor Dining Program
Summary, Application & Checklist**

City of Glenwood Springs
101 W 8th Street
(970)384-6411

PROGRAM OVERVIEW

Purpose: To enliven the city's commercial districts by encouraging outdoor dining on publically-owned property within a framework that enhances the historic character of the city, promotes economic vitality, and protects the health, safety and welfare of residents, businesses, and visitors.

Applicability: Outdoor dining and seating on public property will be allowed in the City's commercial zone districts, subject to the administrative review and approval of an application and execution of a lease.

Eligibility: Licensed retail food establishments (as defined by 6CCR 1010-2) and retail establishments that serve specialty foods and beverages (e.g. ice cream shops, coffee houses, bars/brew pubs) are eligible for the outdoor dining program. Mobile food vendors are not eligible for outdoor dining under this program.

Application & Lease required: Use of sidewalks, plazas, alleys and other property owned or under the control of the City of Glenwood Springs requires the following:

- A completed application demonstrating compliance with these design standards;
- A scaled diagram of the lease area;
- Execution of a non-transferrable or non-assignable lease agreement;
- Evidence of liability insurance; and
- Execution of an indemnification agreement.

Outdoor Dining Season & Hours of Operation:
Outdoor dining will be allowed year-round.

Outdoor dining is permitted only when the primary food establishment or its kitchen is open.



Alternative Methods, Designs and Materials

These design standards were created for building frontages and sidewalks typically found in downtown Glenwood Springs. Where buildings, seating areas, and sidewalks do not conform to typical situations, building owners and tenants are encouraged to suggest alternative designs and materials that would meet the overall intent of these regulations. City staff will consider design and material alternatives on a case by case basis.

Appeals

City staff reviews and approves outdoor seating applications. Any owner or operator that feels aggrieved by a staff decision may appeal to City Council.

DESIGN STANDARDS:

General Requirements:

1. In most cases, the outdoor dining area shall be against the side of the building and immediately adjacent to, and in front of, the restaurant to which it is appurtenant. However, a restaurant that is located adjacent to a public plaza may separate the outdoor seating area from the building. In no case shall the outdoor seating area encroach into the public frontage of another property or business.
2. The outdoor dining area shall not be located such that it impedes access to any other business; interferes with access to curbs, ramps or driveways; obstructs emergency access or circulation; or limits city access to utilities for maintenance. Aisles and table/chair placement within the outdoor dining area shall comply with International Building Code requirements.
3. Where a restaurant is located on a corner, the outdoor dining area shall not interfere with vehicular sight distances, as determined by the City Engineer.
4. The outdoor dining area shall be located so that the remaining public sidewalk has a minimum 5-foot wide continuous pedestrian throughway, free from all obstruction.
5. At the end of the lease term, or upon termination of the lease agreement, all furnishings, structures, barriers, platforms and other items shall be removed and the sidewalk shall be returned to original condition at the sole expense of the lessee or building owner.
6. The outdoor dining area must remain clear of litter at all times. No trash container shall be stored in the outdoor dining area when the restaurant is closed for business. City-owned and maintained trash containers shall not be used for restaurant waste.
7. The outdoor dining area must meet all City of Glenwood Springs building code and Americans with Disabilities Act requirements for location, spacing, and access.
8. The outdoor dining area shall not be used for storage.
9. All furnishings including umbrellas shall be contained within the outdoor dining area.
10. Outdoor lighting shall comply with Municipal Code 070.140-Exterior Lighting Standards.
11. The outdoor dining area is subject to compliance with the City's noise ordinance, 100.070 of the Municipal Code.
12. No smoking is allowed in the outdoor dining area.
13. Signs shall comply with Section 070.030.158- Downtown Design Standards, Article 070.060-Sign Code. In no case shall banners or signs hang from or be attached to a barrier, except for those required for alcohol service.
14. Outdoor portable heaters shall be reviewed and approved by the Fire Department.



Tables, Chairs & Umbrellas

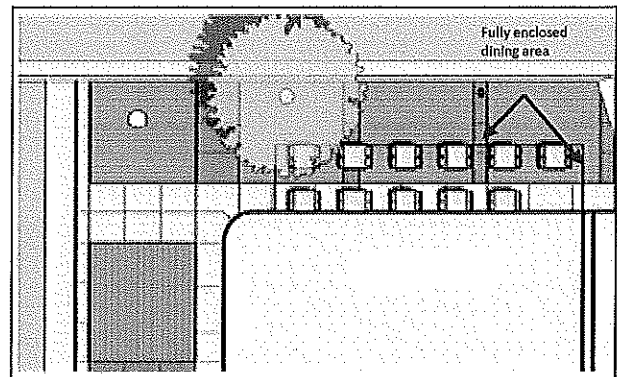
1. Tables and chairs shall be made of high quality natural products such as metal, wood, stone, masonry and shall have an ability to withstand the elements. Engineered and plastic products shall be considered on a case by case basis. All tables and chairs within each outdoor seating area shall be of a consistent style and color.

2. White or fluorescent-colored tables and chairs are not allowed.
3. Use of umbrellas in the outdoor dining area is encouraged. Umbrella colors shall be compatible with the surrounding commercial district, and the overall color scheme of the building. Square or rectangular umbrella shapes, and solid colors or subtle patterns of fabric are preferred.
4. Umbrellas may overhang the barrier however the overhanging area will be included in the lease area.
5. Umbrellas may include advertisement on the valance. However if the name of the primary restaurant is used, it must comply with the square footage requirements provided for in Article 070.060-the Sign Code.
6. Awnings or canopies that are attached to the building require application of a building permit. In no case shall awnings or canopies have support posts within the public right-of-way.
7. All outdoor furnishings shall be adequately secured during high winds.
8. Pop-up shade structures shall not be allowed, with the exception of umbrellas.
9. Furniture must not be roped, cabled or otherwise secured to trees, street lights, street signs, hydrants or any other infrastructure, both during operating hours or at times when the restaurant is closed. Furniture may be secured to barrier fencing.



Barriers

1. All barriers shall meet the following design requirements –
 - a. Barriers, with the exception of planters, shall be between 36 and 42 inches in height, and shall be mostly transparent (see-through) to maintain visibility of sidewalk activity.
 - b. Barriers must be sturdy, stable and of sufficient weight so as not to tip or be up-ended in the wind.
 - c. Barriers may be semi-permanently bolted or adhered to the sidewalk, however at the end of the lease term, or upon termination of the lease agreement the barrier shall be removed and the sidewalk shall be returned to original condition at the sole expense of the lessee or building owner.
 - d. Fencing with natural or synthetic fabric inserts is not permitted.
 - e. Chain link, chicken wire or similar fencing materials are not permitted.
 - f. Use of planter boxes containing colorful annual and perennial plants is encouraged, subject to the following:
 - i. Planters, excluding the plants, must be between 30 and 42 inches in height.
 - ii. Planters must contain living plants. Diseased or dead plants must be removed immediately and replaced with new, live plants.
 - iii. Seasonal displays or decorations are allowed during winter months.
 - iv. Planters of bare dirt, mulch rocks or other similar material are not allowed.
2. Restaurants that do not serve alcohol shall construct a barrier that extends perpendicularly from the building to the outside limits of the outdoor dining area. This is to insure that visually



impaired pedestrians can detect the limits of the outdoor seating as well as to insure that tables and chairs are contained within the leased outdoor seating area. These restaurants may also fully enclose the outdoor dining area, but it is not required. When the seating area extends 3 feet or less from the building, no barrier is required.

3. Establishments that serve alcoholic beverages in the outdoor dining area, shall construct a barrier that fully encloses the outdoor dining area and that meets the requirements of the local and state liquor licensing authority, City of Glenwood Springs building code and Americans with Disabilities Act. The enclosed area may include one access point to the public sidewalk, and if gated, the gate shall swing into the seating area and not outward to the public right-of-way, unless otherwise required by the International Building Code.
4. Restaurants that are located adjacent to a public plaza may separate the outdoor seating area from the building. Barriers shall be constructed to adequately define the limits of the seating area. This is to insure that visually impaired pedestrians can detect the seating area and to insure that tables and chairs do not encroach into the accessible public walkway. In no case can alcohol service be extended to this area. The separation from the main liquor license premises may preclude liquor service in the separated outdoor seating area.



DRAFT

Outdoor Dining Program Checklist & Application

The Community Development Department requires the following information to process your application for outdoor dining. City staff will review your information for compliance with the eligibility criteria, applicable Municipal Code requirements, and the design standards. To avoid delays, it is imperative that you provide an application that contains all of the required information. While City staff may be able to process some applications within 3 to 4 weeks of receipt, we highly recommend that you budget at least 6 weeks for this review, especially if your application requires a building permit.

____ Planning Application:

- Complete and sign the form. If you do not own the building, you and the building owner must sign the application. A copy of the Planning application is available on the City's website at www.cogs.us. Click on "City Forms Portal" - "Community Development Forms". Scroll through the list to "Planning Application".

____ Narrative description:

- Provide a brief written description of your restaurant and how you intend to utilize the outdoor dining area. For instance, discuss hours of operation; how many tables and chairs will you be adding; how will the furnishings be secured; do you plan to have music; will you be adding lighting, if so, where will the fixtures be located and how will you obtain electricity; do you need to construct a platform because of uneven sidewalk grade; will you be adding any signs; and any other information that you want to include to help the City understand how you intend to utilize the outdoor space.

____ Diagram:

- Provide one or two diagrams to scale that include the following (See Figure 1 and 2 for example diagrams)-
 - ✓ North arrow.
 - ✓ Property lines.
 - ✓ Building and proposed outdoor dining area. Include dimensions of the seating area and length of building frontage.
 - ✓ Sidewalk from face of building to nearest curb. Include the sidewalk width and location of any obstructions in the immediate vicinity of the proposed outdoor dining area including street trees, sign posts, fire hydrants, flower planters.
 - ✓ Tables and chairs, and other furnishings including umbrellas, you propose to locate within the outdoor dining area.
 - ✓ Location of building entrance.
 - ✓ Barrier, with dimensions (width and length) noted. Include a detail of how the barrier will be attached to the sidewalk or pavement.

____ Photos, Drawings, or Cut Sheets:

- Provide photos, drawings of manufacturer cut sheets of all the furnishings you propose using in the outdoor dining area. This includes but is not exclusive of tables, chairs, barriers, umbrellas, light fixtures, and heaters.

____ Construction details:

- If your project involves construction of a temporary or permanent platform, you are required to submit a building permit application and construction drawings. Building permit applications

are available on line at www.cogs.us. Click on "City Forms Portal" - "Community Development Forms"; scroll down the list to "Building Permit Forms".

____ Insurance:

- Provide proof of liability insurance in the amount of \$1 million, with the City of Glenwood Springs named as an additional insured party.

____ Administrative Fee: \$75.00

Draft

Figure 1-Sample Diagram

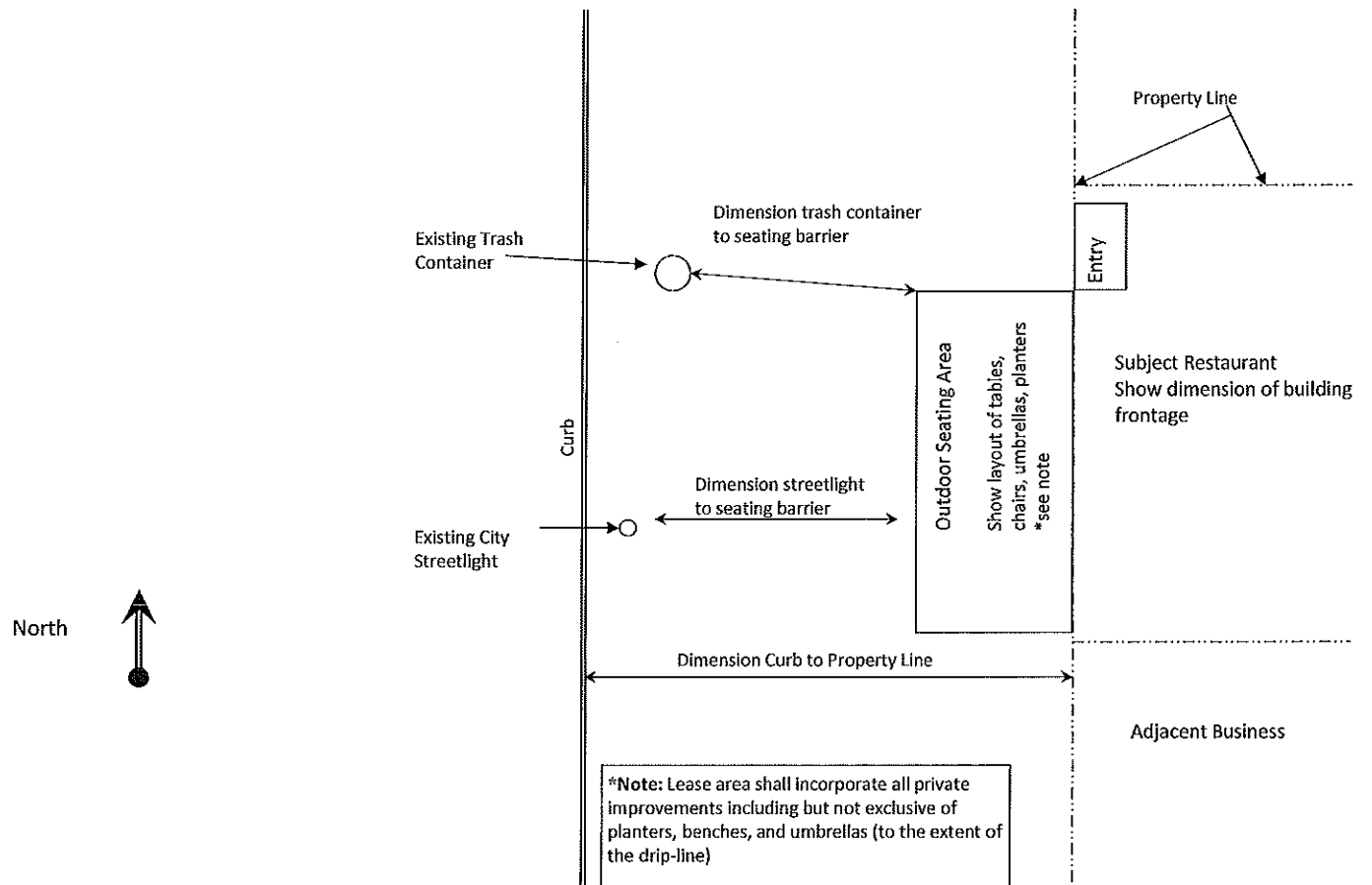
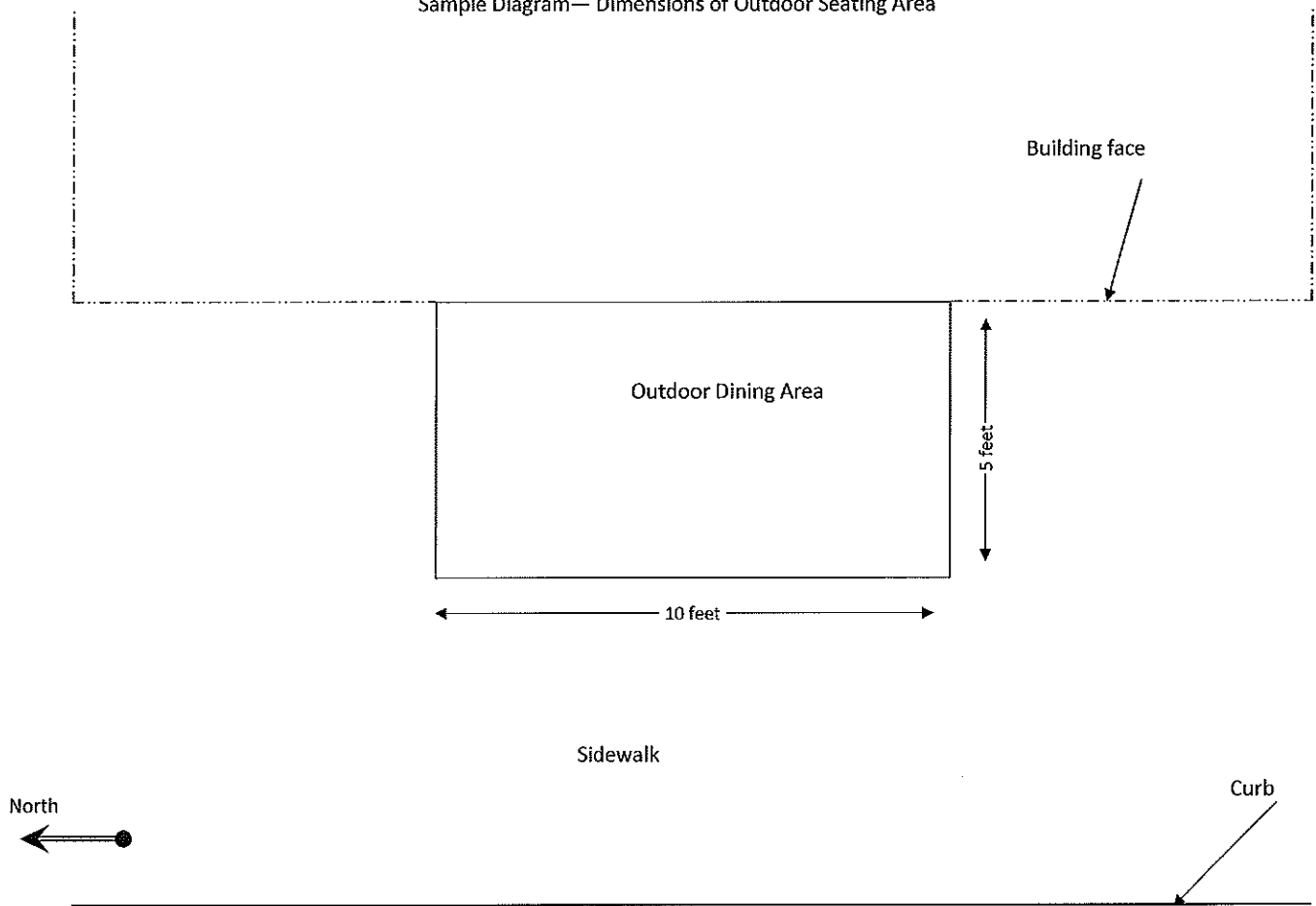


Figure 2
Sample Diagram— Dimensions of Outdoor Seating Area



AGREEMENT FOR LEASE OF PROPERTY

This AGREEMENT FOR LEASE OF PROPERTY (the "Agreement") is made this _____ day of _____, 2014, between the CITY OF GLENWOOD SPRINGS, a Colorado home rule city ("Lessor"), and _____ ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease Lessor's property located at _____ in Glenwood Springs, Garfield County Colorado and as described in Exhibit A attached hereto and incorporated herein ("Property"), for use as an outdoor dining area; and

WHEREAS, Lessee occupies, either through ownership or lease, and runs an ongoing restaurant operation in property adjoining Property; and

WHEREAS, Lessee desires to lease the Property from Lessor and Lessor desires to lease the Property to Lessee on the terms and conditions contained herein.

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

1. Scope of Agreement. Lessee hereby agrees to utilize the Property as a temporary outdoor dining space for the service and consumption of food prepared in Lessee's adjoining restaurant operation that may or may not include the service of alcoholic beverages.

2. Consideration. Lessee agrees to annually pay Lessor _____ Dollars (\$_____) equal to the total of \$75 administration fee plus _____ square feet times \$1.75, due and payable on or before the effective date of this Agreement.

3. System Improvement Fee. Lessee agrees to pay a system improvement fee calculated in accordance with Article 080.060 of the Glenwood Springs Municipal Code. The fee shall be calculated on an EQR level as of _____ and shall be based upon the 2014 actual increase in metered water consumption compared to the historic water use (presumed to be five years). The fee shall be paid on or before _____.

4. Term. The initial term of this Agreement shall be effective as of _____, 2014 and shall be for the term of _____. As determined in the exercise of Lessor's sole discretion, Lessor may approve in writing successive _____ terms, subject to Lessee satisfying the following conditions precedent: (a) Lessee's use of Property has not been the subject of any violation of the Glenwood Springs Municipal Code, the State of Colorado Liquor and Beer Codes and Regulations, the Glenwood Springs Outdoor Dining Program and administrative permit, and this Agreement and (b), if applicable, the liquor license issued to

Lessee is renewed for the successive term. Notwithstanding anything to the contrary contained herein, this Agreement will automatically terminate if the term of this Agreement is not extended.

5. Improvements and Personal Property. All construction, improvements, installations, furniture, fixtures and/or equipment on the Property shall, at all times, comply with the Glenwood Springs Municipal Code (not limited to, but including all building and fire codes as adopted into Title 060), the Glenwood Springs Outdoor Seating Program, and the following:

5.1 Lessee accepts the Property as it is currently improved, and Lessor shall not be required to make any improvements thereon. Lessee, at its sole expense, shall erect, retain and maintain a perimeter enclosure not more than forty-two inches (42") in height and not less than thirty-six inches (36") in height. The perimeter enclosure material, design, and installation shall be approved by Lessor. The perimeter enclosure shall also be located to facilitate monitoring of potential encroachments beyond the Property. The perimeter enclosure must be approved by Lessor for egress purposes. Openings in the enclosure shall not be less than thirty-six inches (36") wide. Unless otherwise required, if there is a gate it must swing inward to prevent obstruction of the public right-of-way. The perimeter enclosure shall not be affixed to the public right-of-way or in any way damage the existing surface of the Property or surrounding area, unless approved in writing by the Public Works Department.

5.2 Lessee may place furniture, fixtures and equipment on the Property so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Property nor impede pedestrian traffic on the public right-of-way adjoining the Property. The terms of this paragraph shall include, but not be limited to, perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open, outdoor portable heaters and any other furniture or equipment placed or utilized by Lessee. Lessee's furniture may remain on the Property during hours not in operation at Lessee's own discretion and Lessee shall accept and retain full responsibility and liability for any damage or theft. Lessee shall not store furniture, fixtures or equipment on the Property when not being used as an outdoor dining area. Required perimeter enclosures shall be continuously maintained during the term of this Agreement.

5.3 If alcohol service is permitted on the Property, the perimeter of the Property shall be enclosed by a fixed perimeter enclosure no less than ____ inches (____") in height, the material, design and installation of which shall be approved by Lessor and the Glenwood Springs Local Liquor Licensing Authority. Signs notifying customers of entrance into or exit from the limits of the liquor licensed premises shall be posted on Property as required by the State of Colorado Liquor and Beer Codes and Regulations and/or the Local Liquor Licensing Authority.

5.4 All lighting shall comply with Article 070.140 of the Glenwood Springs Municipal Code. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Property into the public way, nor cross pedestrian paths, nor be placed so as to create a tripping hazard.

5.5 Signs are expressly prohibited on the Property except in compliance with the Glenwood Springs Municipal Code and the Outdoor Seating Policy. Lessee shall submit and obtain approval of a City sign permit before installing any signage, except that required in 5.3 above.

5.6 Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Property. Lessee may provide a private trash and/or recycling receptacle within the Property provided that it is emptied and maintained on a regular basis. All trash and/or recycling receptacles must be emptied or pulled into an enclosed area at the close of business each day. Lessee shall at all times ensure that refuse generated within the Property does not transfer to the adjoining public right-of-way and does not attract wildlife.

5.7 Lessee understands this Property may be subject to temporary or permanent closure due to replacement of the Grand Avenue bridge which may affect this Agreement pursuant to sections 6. (temporary closure) and 9.2 (permanent closure) below.

6. Lessor's Access; Repairs. Lessor and Lessor's agents shall have the right to enter the Property at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as Lessor may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if Lessor shall determine it necessary to make changes or improvements affecting the Property which may affect any improvements placed by Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such necessary repair or alteration periods. Lessor agrees to prorate rent due in the event it undertakes major structural changes that continue for a period in excess of fourteen (14) consecutive days during a lease period.

7. Quiet Possession. Lessor covenants and agrees that so long as Lessee observes and performs all of the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly enjoy use of the Property for the term without any encumbrance, interference or hindrance by Lessor other than as detailed in this Agreement. If Lessee's use of the Property is limited or denied through rezoning, environmental impact edict, or other action of any public or quasi-public agency or governmental authority, this Agreement, at the sole option of Lessee, shall terminate as of the effective date of such action provided that the Lessor may not use this process to solely terminate this Agreement.

8. Indemnity; Insurance; Governmental Immunity.

8.1 Indemnity. The Lessee shall be responsible for all damages to persons or property caused by the Lessee, its agents, employees or subcontractors, which may result from its negligent acts, errors and omissions hereunder, and to the extent permitted by law shall indemnify and hold harmless Lessor from any claims or actions brought against Lessee or Lessor by reason thereof.

8.2 Insurance. Lessee shall provide proof of general liability insurance to the Lessor upon execution of this Agreement. The liability insurance shall name the Lessor as an "additional insured" thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000.00). Lessee shall maintain this insurance for the term of this Agreement.

8.3 Governmental Immunity. Nothing in this Agreement shall be interpreted as a waiver of governmental immunity, to which Lessor would otherwise be entitled under Section 24-10-101, C.R.S., et seq., as amended.

9. Termination.

9.1 With Notice. This Agreement may be terminated for any reason whatsoever, at Lessor's sole discretion, upon ninety (90) days written notice.

9.2 Immediate. In the event Lessor determines that continued use of the Property poses an undue threat to the public health and welfare or other cause exists, this Agreement may be immediately terminated.

10. Removal of Lessee Improvements and Personal Property. Lessee shall promptly, but in no event more than 10 days after termination, expiration or non-renewal of this Agreement, remove all personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Property and restore Property to its condition before Lessee's use under this Agreement. Failure to remove said Lessee property within ten (10) days shall be deemed abandonment of said Lessee property and result in the ownership thereof transferring to Lessor which shall have the right to dispose of said property as its own. If Lessee fails to remove Lessee property and restore Property to its pre-existing condition, Lessee shall reimburse Lessor for all costs associated with its failure to restore Property.

11. Default; Breach; Remedies.

11.1 Default. The occurrence of any of the following events constitutes cause to terminate this Agreement:

- (a) The failure by Lessee to maintain insurance.

(b) The revocation or suspension of Lessee's liquor license or other operating permits or licenses.

(c) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by Lessee of a petition to have Lessee adjudged a bankrupt, or the judicial declaration of Lessee as bankrupt.

(d) The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Property or Lessee's adjoining business or of Lessee's interest in this Agreement, if possession is not restored to Lessee within thirty (30) days.

(e) The attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or Lessee's adjoining business or of Lessee's interest in this Agreement, if the seizure is not discharged within thirty (30) days.

(f) If Lessee vacates or abandons the Property for a period of _____ or more.

(g) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Lessee, other than those described in subparagraph (a) through (f) above, where the failure continues for a period of thirty (30) days after Lessee receives notice thereof from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

11.2 Remedies upon Lessee's Default. In the event of any such Default by Lessee, Lessor may, after giving notice as provided above, terminate this Agreement and require Lessee to remove the improvements as discussed herein. Lessor may enter onto the Property, remove Lessee's property, take and hold possession of Lessee's property, and expel Lessee and pursue those remedies available to Lessor under the laws of the State of Colorado.

11.3 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform any covenants, terms, provisions, agreements or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

11.4 Remedies upon Lessor's Default. If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Agreement, Lessee may elect to terminate this Agreement upon giving thirty (30) days' notice to Lessor of its intention to do so, with return of prorated annual rent payment.

12. Agreement Administration and Notice. For purposes of administering this Agreement, _____ will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Lessor: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, Colorado 81601

Copy to: City Attorney
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, Colorado 81601

To the Lessee:

Copy to:

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

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

16. Attorneys' Fees. Should this Agreement become the subject of litigation between Lessor and Lessee, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to reasonable attorneys' fees and expert witness

fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

17. Assignment. Lessee may not assign this Agreement without written Lessor approval.

18. Counterparts. This Agreement may be executed in counterparts, including any facsimile copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2014.

LESSOR – CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____
Jeff Hecksel, City Manager

Robin S. Unsworth, City Clerk

APPROVED AS TO FORM:

By: _____
Janette H. Shute, City Attorney

LESSEE – _____

By: _____
Name: _____
Title: _____

BUSINESS	ADDRESS	LEASE TYPE	ORIGINAL LEASE ISSUANCE	LEASE EXP.	SQ. FT.	ADMIN FEE	ANNUAL COST	LIQ EXP DATE
Casey Brewing	711 Grand	Outdoor Seating	8/30/2019	9/30/2024	250.00	75.00	512.50	No City License
Casey Brewing	711 Grand	Extended Area	5/27/2020	9/30/2024	275.00	75.00	556.25	No City License
Colorado Ranch House	704 Grand	Outdoor Seating	6/23/2020	4/6/2024	475.00	75.00	906.25	6-Apr
Daily Bread	729 Grand	Outdoor Seating	3/1/2022	8/11/2024	160.80	75.00	356.40	11-Aug
Glenwood Canyon Brewing	402 7th St	Outdoor Seating	6/1/2014	4/4/2024	482.67	75.00	919.67	4-Apr
Grind	701 Grand	Outdoor Seating	5/12/2020	3/4/2024	420.00	75.00	810.00	4-Mar
Grind	701 Grand	Extended Area	6/20/2020	3/4/2024	462.00	75.00	883.50	4-Mar
Italian Underground	715 Grand	Outdoor Seating - temporary easement	5/29/2020	6/21/2024	195.00	75.00	416.25	21-Jun
Juicy Lucy's	308 7th St	Outdoor Seating	6/1/2014	3/3/2024	360.00	75.00	705.00	3-Mar
KC Wings	312 7th St	Outdoor Seating	6/2/2020	7/26/2024	256.00	75.00	523.00	26-Jul
Las Palmas	710 Grand	Outdoor Seating-Temporary alley seating-temporary easement	7/6/2020	4/10/2024	816.77	75.00	1504.35	10-Apr
Masala & Curry	728 & 730 Cooper	Parklet-temporary easement	6/2/2020	8/24/2024	506.00	75.00	960.50	24-Aug
Mings	721 Grand	Outdoor Seating	4/12/2019	12/5/2023	250.92	75.00	514.11	5-Dec
Pullman	330 7th St	Outdoor Seating	1/1/2022	10/20/2024	419.33	75.00	808.82	20-Oct
River Blend	402 7th St, #120	Outdoor Seating	4/10/2015	9/30/2024	242.65	75.00	499.64	n/a
Riviera	702 Grand	Outdoor Seating-7th St	6/27/2014	1/19/2024	284.16	75.00	572.28	19-Jan
Riviera	702 Grand	Outdoor Seating-Grand Ave		1/19/2024	375.00	75.00	731.25	19-Jan
Riviera	702 Grand	Extended Area	5/29/2020	1/19/2024	325.00	75.00	643.75	19-Jan
Rocky Mountain Pizza	205 8th St	Parklet-temporary easement	6/18/2020	7/30/2024	369.00	75.00	720.75	30-Jul
Rocky Mountain Pizza	205 8th St	Outdoor seating-sidewalk	6/18/2020	7/30/2024	31.64	75.00	130.37	30-Jul
Sacred Grounds	725 Grand	Outdoor Seating	8/14/2015	9/30/2023	412.50	75.00	796.88	n/a
Smoke	713 Grand	Outdoor Seating	9/2/2014	9/2/2024	668.00	75.00	1244.00	2-Sep
Smoke	713 Grand	Extended Area	5/29/2020	9/2/2024	300.00	75.00	600.00	2-Sep
Sundae	701 Grand	Outdoor Seating	7/1/2020	9/30/2023	243.40	75.00	500.95	n/a



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item:	Update and Action Regarding City Manager Search
Action Requested:	Hear and update on the City Manager selection process and consider next steps.
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Council opened the City Manager position to internal candidates with a closing date of September 20, 2023. The City received one application and that candidate meets the qualifications for the position of City Manager. Council has been confidentially provided a copy of the applicant's cover letter and resume. Council has the option of moving forward with this candidate or initiating an outside search. If Council wishes to move forward with the internal candidate pursuant to CRS 24-6-402(3.5) their name will need to be announced to the public as a finalist for the position 14 days prior to negotiating a contract or making an offer of employment. It is permissible in Colorado to only have one finalist. I have confirmed with the candidate that they are comfortable with Council announcing them as a finalist at the October 5, 2023 meeting if Council wishes to do so.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: City Manager

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: City Attorney

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: Correspondence Incoming/Outgoing

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
October 5, 2023

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: