



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JANUARY 2, 2025
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. Discussion on requirements for 1041 & Location and Extent (L&E) processes | Information/Discussion |
| 4:45 | 2. Planning and Zoning Commission Interviews with Patrick Corcoran and Marjorie Lear | Information/Discussion |
| 5:15 | 3. Break to get dinner | |
| 5:30 | 4. Community Development Website Updates | Information/Discussion |

ZOOM INSTRUCTIONS

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/87174241949>

Phone one-tap:

+17193594580,,87174241949# US

+12532158782,,87174241949# US (Tacoma)

Join via audio:

+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 +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US

Webinar ID: 871 7424 1949

International numbers available: <https://us02web.zoom.us/j/87174241949>

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. Council Response to Citizen Comments | |
| | 10. Consent Agenda | Discussion and/or Action |
| | A. December 19, 2024 Council Minutes | |
| | B. Renewal of Transit Service Agreement with Roaring Fork Transportation Authority (RFTA) | |
| | C. Planning File 41-24 Right of Way Encroachment License 718 Cooper Corner Gallery | |
| | D. Ordinance 2024-29; Amending no camping zone. (Second Reading) | |
| | E. Resolution 2025-01; Designating Public Place for Posting Meeting Notices for 2024 | |

- | | |
|--|--------------------------|
| F. Award 2024-24P Hauling Recyclable Materials from the in town Recycle Center | Discussion and/or Action |
|--|--------------------------|

ACTIONS AND/OR PRESENTATIONS

- | | |
|---|--------------------------|
| 11. Planning and Zoning Commission Appointments | Discussion and/or Action |
| 12. 2024 Construction Project Wrap Up and 2025 Construction Preview | Discussion and/or Action |
| 13. Resolution 2025-03; Habitat Memorandum of Understanding Amendment | Discussion and/or Action |
| 14. Council Comments | |
| 15. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 16. Council Social Announcement | |

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|--|------------------------|
| 17. Executive Session regarding Mitchell Cooper Litigation | Information/Discussion |
|--|------------------------|

An executive session pursuant to CRS 24-6-402(4)(b) for the purposes of receiving legal advice from the City Attorney relating to litigation styled *Mitchell Cooper Ditch and Pipeline Company v. City of Glenwood Springs and Roaring Fork Transportation Authority*.

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|-----------------|--|
| 18. Adjournment | |
|-----------------|--|

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City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item:	Discussion on requirements for 1041 & Location and Extent (L&E) processes
Action Requested:	Conversation about the differences in these processes.
Department:	Economic and Community Development
Presented By:	Hannah Klausman, Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	The City of Glenwood Springs adopted Ordinance 09-22 In February 2022 adding Title 070.080 GUIDELINES AND REGULATIONS FOR MATTERS OF STATE INTEREST, to the Municipal Code. Matters of state interest are areas and activities of state interest that local governments can identify, designate, and regulate through a local permitting process. It is an uncommon and fairly involved process for Council review and decision. Council asked for a work session to review the regulatory details of the process. Council can access this section of code at this link Title 070.080 GUIDELINES AND REGULATIONS FOR MATTERS OF STATE INTEREST.
Issues:	None at this time.
Fiscal Impact:	None at this time.
Legal Review:	NA
Staff Recommendation:	NA

Location and Extent & 1041 Authorities

Reviewing infrastructure
and public works projects

Thursday, January 2,
2025



Authority

Location and Extent

CRS 30-28-110(1) *(1 page)*
GSMC 070.060.050(d) *(2 pages)*



Areas and Activities of State Interest (HB74-1041 aka “1041 Authority”)

CRS 24-65.1-101 et seq *(25 pages)*
GSMC 070.070-080 *(39 pages)*



Types of Development

Location and Extent

Applies To: **Land Use Proposal** by a governmental entity, utility provider, or political subdivisions of the state—schools, special districts, etc.

Essentially, a governmental or quasi-governmental entity operating within jurisdictional boundaries of another

“road, park, or other public way, ground, or space, [] public building or structure, or [] public utility”

Areas and Activities of State Interest (HB74-1041 aka “1041 Authority”)

Applies To: **Projects with environmental/infrastructure impacts (requiring mitigation)**

- *i.e.*, airports; major facilities of a public utility; interchanges involving arterial highways; rapid or mass transit terminals, stations, and fixed guideways
- 1041 review applies regardless of applicant status (governmental, quasi-governmental, private actor)



City Council authority to designate areas and activities of state interest

Designated Areas and Activities to be Regulated in Glenwood Springs

Areas:

Intersections with Highway 82 and Highway 6
Riparian Areas within 35 feet of rivers and creeks

Activities:

Site selection for major water, sewer treatment systems and extensions
Site selection of a major public utility facility
Municipal and industrial water projects
Site selection of rapid or mass transit terminals

Process

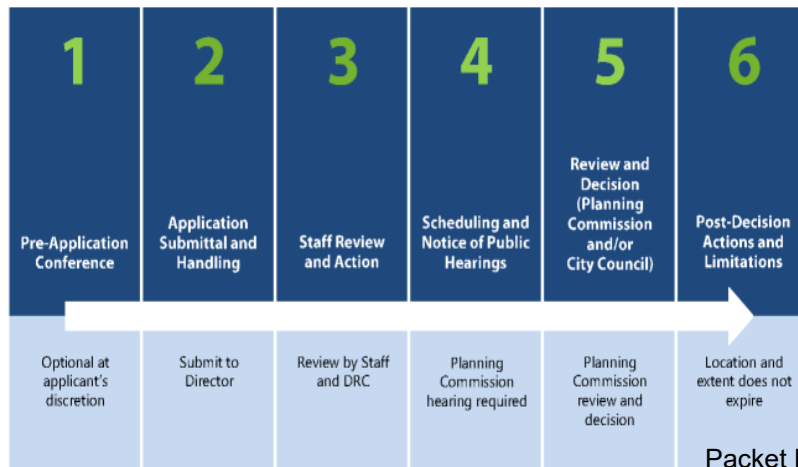
Location and Extent

Preapplication Meeting: Optional

Application: the “proposed location and extent”

Staff review

Planning Commission hearing



Areas and Activities of State Interest (“1041 Authority”)

Preapplication Meeting: Mandatory

Lengthy Application depending on development type, including but not limited to (in addition to typical land use application materials): information on financial feasibility, visual qualities, air quality, historic resources, water quality and quantity; riparian areas; geologic conditions; hazardous materials; and mitigation and monitoring.

Planning commission hearing

City Council hearing

Review Criteria

Location and Extent

- Is consistent with the Comprehensive Plan and other City plans and policies;
- Is consistent with the general purpose and intent of this Code; and
- Minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the City.



Areas and Activities of State Interest ("1041 Authority")

- Conformance with comprehensive plan
- Financial feasibility
- Not subject to risk of Natural hazards
- Will not impact local infrastructure and service delivery
- Will not impact recreational opportunities
- Will not increase air or water pollution
- Will use water efficiently
- Project is reasonably necessary based on growth demands
- Utilizing existing facilities
- Special review criteria for water and wastewater extensions and facilities of a major public utility.

Decision and Appeal

Location and Extent

- Planning Commission either approves, approves with conditions, or disapproves under L&E review
- Applicant governing body—can overrule Planning Commission decision of denial or conditions
- Despite overrule authority, important to have public hearing to voice opinions, perspectives

1041

- Conditions of approval relate to mitigation of identified impacts
- Even if public entity, applicant board cannot overrule City Council decision
- Only recourse is Rule 106 Appeal to State District Court – like any other quasi-judicial decision



Location and Extent - Examples

Fire Protection District

- Hygiene, Colorado
- Special district sought to build fire station
- Boulder County did not want to approve
- Fire district's overrule authority could override county's disapproval

Mountain Roller Coaster

- Estes Park
- Coaster and related infrastructure, utilities
- "Park and Recreation Facility"—subject to L&E review under Estes Park Code

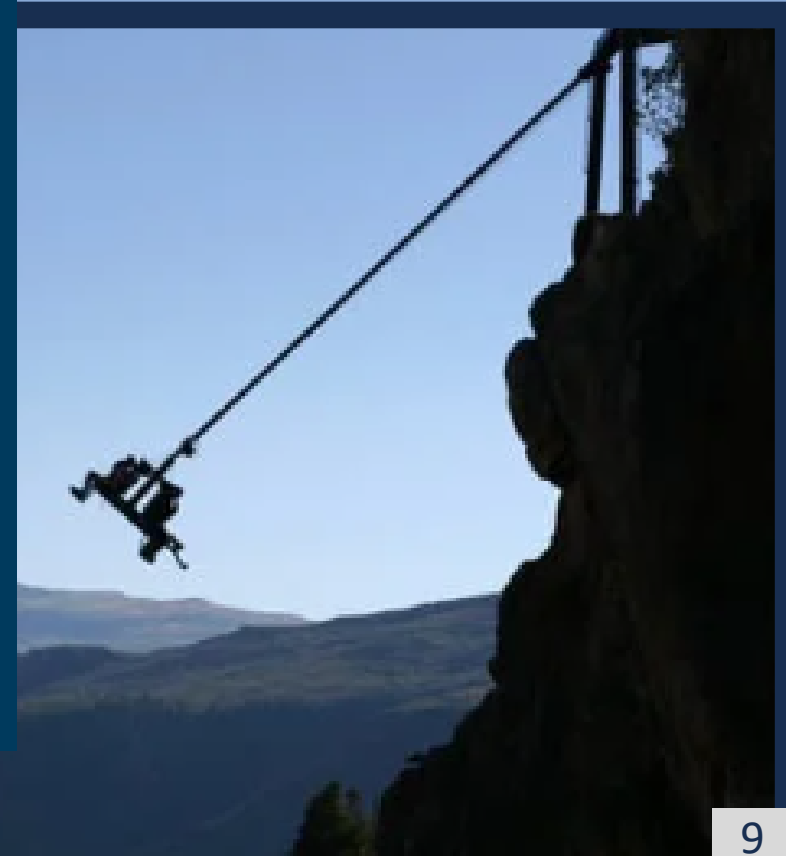
1041 Review - Examples

Homestake II

- Eagle County denied application by Colorado Springs and other cities to expand reservoir
- Failure of applicants to meet all 1041 review criteria justified denying permit

Aspen Fire Protection District (L&E and 1041 both required)

- Location and Extent – required for affordable housing project
- 1041 – infrastructure impacts





City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item: Planning and Zoning Commission Interviews with Patrick Corcoran and Marjorie Lear

Action Requested: Consideration of two applicants for Planning and Zoning Commission alternate seats.

Department: Economic and Community Development

Presented By: Hannah Klausman

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: The Planning and Zoning Commission currently has two open alternat seats. The City has received two applications for consideration. The applications are attached to this staff report. The alternate positions carry a three-year term and are staggered by a year. The two open seats with terms to fill are included below.

Alternates

VACANT

Appointed: Alternate

Term Expires: February 2026

VACANT

Appointed: Alternate

Term Expires: February 2025

Current Planning and Zoning Commissioners

Connie Geiman

John Houghton

Carolyn Cipperly

Joy White

Amy Connerton

Pete Waller - Chair

Gregory Cowan

Issues: Since one of the alternate seats is expiring in February of 2025, staff suggests that Council appoint that position to expire in February of 2028. The other position will be filling in for the remainder of the term and expire in February 2026.

Fiscal Impact: None

Legal Review: Not Applicable

Staff Recommendation: Staff defers to Council for Commission appointments but recommends appointing one position for the full three-year term to expire in February of 2028, and the other to remain with the current term expiration of 2026.

Planning and Zoning Commission Application - Submission #2830

Date Submitted: 10/29/2024

Planning and Zoning Commission Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Hannah Klausman; Director, Economic and Community Development
hannah.klausman@cogs.us
970-384-6407



Thank you for your interest in serving your community. Please answer all questions on this application.

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

Membership Qualifications*

Yes

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

Please select today's date*

10/29/2024

Personal Information

First Name*

Patrick

Last Name*

Corcoran

Occupation*

Real Estate Appraiser

Home Address*

	State*	Zip Code*
Mobile Phone Number*	Email Address*	
Home Phone Number	Work Phone Number	
Mailing Address (If different than home address)		
City	State	Zip Code
GLENWOOD SPRINGS	CO	81601

Personal and Professional Interests

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

I have 24 years of professional real estate experience and the free time to help the City with the current issued it is facing.

What do you view as the role of a Planning and Zoning Commission member?*

An active participant with years of real life experience in the real estate markets.

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

None

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

No

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

Not as much as I should or would like to.

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

A a father of four kids and a fee appraiser for 24 years. Yes, I have had to make decisions that upset people many times.

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

yes

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

yes

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

I have been a volunteer sunlight ski patroller for 24 years and on the volunteer board of directors for 15 years

Have you previously served on the Planning and Zoning Commission?*

No

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

Have you served two full successive terms on the Planning and Zoning Commission?

-- Select One --

Powers and Duties of the Planning and Zoning Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code); f. Powers and Duties of the Planning and Zoning Commission

The powers and duties of the Planning and Zoning Commission shall be:

1. To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
2. To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
3. To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
4. To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
5. The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
6. To perform such other functions as required by the provisions of Title 070.
7. To service as the Building Board of Appeals.

(as defined in Title 020 of the Glenwood Springs Municipal Code); c. Powers and Duties of Building Board of Appeals.

The powers and duties of the Building Board of Appeals shall be:

1. To hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.
-

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

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

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

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

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

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

Planning and Zoning Commission Application - Submission #2908

Date Submitted: 12/9/2024

Planning and Zoning Commission Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Hannah Klausman; Director, Economic and Community Development
hannah.klausman@cogs.us
970-384-6407



Thank you for your interest in serving your community. Please answer all questions on this application.

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

Membership Qualifications*

Yes

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

Please select today's date*

12/9/2024

Personal Information

First Name*

Marjorie

Last Name*

Lear

Occupation*

Manager of Grants and Special Projects - Colorado Mountain College (CMC)

Home Address*

City* Glenwood Springs	State* CO	Zip Code* 81601
Mobile Phone Number*	Email Address*	
Home Phone Number	Work Phone Number	
Mailing Address (If different than home address)		
City	State	Zip Code

Personal and Professional Interests

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

As a new resident to Glenwood Springs, having commuted from Rifle to work here for the past few years, I am very excited to invest time in this city that I love! I'm interested in this opportunity for civic engagement and to become more informed and involved in community planning and decision making, in order to maintain and improve the great access to amenities that Glenwood Springs has to offer. As a parent with a child at Two Rivers Community School and an employee of Colorado Mountain College for the past 5 years, I am invested in the vitality and sustainability of Glenwood Springs as our community serves residents, commuters from both up- and down-valley, and tourists.

What do you view as the role of a Planning and Zoning Commission member?*

The role of a Planning and Zoning Commission member is to carefully and thoughtfully contribute to planning and recommendations, to analyze proposals and appeals while being sensitive to dynamics and context, in order to enable intentional decisionmaking. This work requires knowledge of the provisions of related municipal codes and law, along with the ability to balance a variety of different (and sometimes competing) perspectives and be fair and impartial. Broad understanding of priorities and attention to detail are equally important in this role.

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

None - This would be my first experience. However, as a grantwriter for CMC, I have some familiarity with aspects of maintaining compliance related to historical preservation easements (State Historical Fund), renovation (Glenwood Center Mini College) and new development (Department of Housing Transformational Affordable Housing Grant funding). Each grant opportunity has given me the opportunity to learn and understand new details about the legal and administrative requirements of different levels of government, from federal and state-wide to the various counties, cities and towns that CMC serves.

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

My personal perspective, as a full-time single parent to an 11-year old, relate to community safety and wellness (including equitable access to natural, cultural, educational, recreational and commercial resources). My professional perspective as a full-time employee of CMC includes an awareness of and advocacy for access to workforce development opportunities as well as affordable housing solutions that sustain our local workforce. As someone who has worked for decades in public service as a librarian and who brings Spanish language proficiency, I am committed to serving diverse community members, recognizing that all communities - with an emphasis on small communities - have distinct characteristics that can be both challenged and enriched by change.

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

Yes, I understand the quasi-judicial function of the P&Z Commission.

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

As a grants professional, I often interact with colleagues who wish to use funding for specific projects without their full understanding of the requirements of related legislation, regulations and guidance - including institutional policies and procedures. It is my job to act as a careful steward of resources and to protect CMC's access to current and future funds. Very recent examples of making people unhappy included interactions with highly esteemed colleagues who had carefully developed grant proposal budgets without the inclusion of CMC's required indirect cost allocations. In these cases, I must explain why costs need to be reduced from direct categories very important to them, in order to gather significant indirect costs on behalf of the institution, in a way that helps them understand while maintaining boundaries and compliance with kindness and firmness. I am the part of the proposal development process that stands between proposers and approvers, so I am not always the most popular step along the way, which has helped me develop a diplomatic approach. However, I bring empathy and compassion to my work every day.

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

I am able to separate myself and my opinions from the City's goals, policies, plans and code and to approach this equitably. I understand that multiple opinions, experiences and perspectives contribute to our community and that governing structures provide a common framework and enable equity.

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

I am available to serve by preparing and attending meetings.

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

I have served on the Garfield County Human Services Commission on behalf of CMC (2020-2022), as part of the Rifle Farmers Market Board (2020-2023), and on various CMC committees over the past 5 years including the Instructional Leadership Team, Common Reader Committee, Curriculum Committee, and Tuition Classification Committee. Prior to working at CMC, I served on various national committees as part of the American Library Association and REFORMA, the national library organization serving Spanish speakers.

Have you previously served on the Planning and Zoning Commission?*

No

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Why do you think you should be reappointed?

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



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item: Community Development Website Updates

Action Requested: No action requested.

Department: Economic and Community Development

Presented By: Jacob Zook, Kevin Rayes

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

Background Info: The Community Development department has recently launched two new website features in relation to economic development and Housing initiatives and policies. Staff is showcasing these new informative tools for Council's awareness and understanding as a tool to be shared with the community.

Issues:

Housing

The new landing page for Housing was identified as a top priority of the Workforce Housing Fund Advisory Board's (WFHAB) Strategic Operations Plan. Staff worked closely with Slate, the City's Communication Consultant, to gather all relevant information about the current City programs and requirements for affordable housing, as well as information on new programs that are being launched with funding.

The page is available on the City's website under the Community Development page or by going directly to [Housing Stability | Glenwood Springs, CO](#)

There are helpful links for renters, buyers, and businesses designed to provide information about City resources and programs, and outside organization links for other resources that are available.

There is a separate page for the Employer Based Rental Assistance Program. It includes a calculator that applicant employees can use to see how much financial assistance they might receive as part of the program. Businesses can apply for the lottery directly through this page. There is no cost to apply. We are accepting applications through January 31.

[You can access the Employer Based Rental Assistance page at this link.](#)

Economic Development

The Interactive Economic Profile was created in an effort to update the City's outdated data resources and to provide historical as well as regional context with a single cohesive source of information for City Council, Boards & Commissions, business community, and residents.

The profile is the result of compiling over 600 unique socio-economic variables across multiple geographic levels and years including demographics, education, employment, housing, commerce, and tourism – totaling over 21 million rows of data.

8 Main Data Sources:

- U.S. Census Bureau
- U.S. Bureau of Labor Statistics
- Colorado Department of Labor & Employment
- Colorado Department of Transportation
- City of Glenwood Springs Public Records
- Placer.ai Visitation Data

- Zillow ZHVI Housing Model

The Profile can be found here: www.cogs.us/836/Interactive-Economic-Profile

Both of these pages are works in progress and staff will continue to make updates and changes based on feedback.

Fiscal Impact: Not applicable.

Legal Review: Not applicable.

Staff Recommendation: Staff has not recommendation but welcomes Council feedback on content.



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item: December 19, 2024 Council Minutes

Action Requested: December 19, 2024 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
CITY COUNCIL MEETING
DECEMBER 19, 2024
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 1. Roll Call

Present: Mayor Wussow, Councilor Simms, Councilor Schachter, Councilor Weimer, Councilor Zalinski, and Councilor Godes.

Staff Present: Also, present were; City Manager Steve Boyd; City Clerk Ryan Muse; City Attorney Karl Hanlon, and Director of Economic and Community Development Hannah Klausman.

Item 2. Agenda Changes & Conflicts

There were none.

Item 3. Council Announcements

Mayor Wussow announced the Holiday Bazaar and Coffee with Council.

Item 4. Citizens Appearing Before Council (for items not on the agenda - comments limited to 3 minutes)

There were none.

Item 5. :18 Consent Agenda

Councilor Zalinski moved to approve the consent agenda. Councilor Schachter seconded the motion and passed unanimously.

Item 6. 1:24 Ordinance 2024-29; Amending no camping zone

City Attorney Karl Hanlon presented.

Mayor Wussow opened the floor to public comment.

None were made.

Mayor Wussow closed the floor to public comment.

Councilor Zalinski moved to approve the consent agenda and Councilor Schachter seconded the motion. It passed 5-1 with Councilor Godes voting against.

Item 7. 18:24 Resolution 2024-40, Establishing a development review fee schedule.

Hannah Klausman, Community Development Director, presented.

Mayor Wussow opened the floor to public comment.

None were made.

Mayor Wussow closed the floor to public comment.

Councilors Weimer, Godes, Schachter, Simms, Zalinski and Mayor Wussow made comments.

47:35 Councilor Godes moved to approve the Ordinance as presented with an exception for items regarding ADUs, to be discussed at a later date. The motion died due to lack of second.

Councilor Schachter moved to approve the Ordinance as presented. Councilor Weimer seconded the motion and it passed 5-1 with Councilor Godes voting against.

Items 8. 59:29 Ordinance 2024-28; An Ordinance of the City Council of the City of Glenwood Springs Appropriating Funds for Fiscal Year 2025 (One Reading)

Steve Boyd, City Manager, presented.

Mayor Wussow opened the floor to public comment.

None were made.

Mayor Wussow closed the floor to public comment.

Councilor Weimer moved to approve the Ordinance as presented. Councilor Zalinski seconded the motion and it passed unanimously.

Item 9. 1:01:44 Ordinance 2024-30 Fourth Quarter Budget Amendment (One Reading)

Steve Boyd, City Manager, presented.

Mayor Wussow opened the floor to public comment.

None were made.

Mayor Wussow closed the floor to public comment.

Councilor Schachter moved to approve the Ordinance as presented. Councilor Weimer seconded the motion and it passed 5-1 with Councilor Godes voting against.

Item 10. 1:05:46 Council Comments

Councilor Schachter and Mayor Wussow made comments.

Item 11. 1:10:19 Report from City Administration

City Manager, Steve Boyd made comments.

City Attorney, Karl Hanlon made comments.

Mayor Wussow, Councilor Simms, Councilor Godes and Councilor Weimer made comments.

Councilor Schachter moved to approve sending out the letter of support for the Aspen Valley Land Trust as drafted. Councilor Zalinski seconded and the motion passed 5-1 with Councilor Godes voting against.

Item 12. 1:57:08 Adjournment

Councilor Schachter moves to adjourn. Councilor Zalinski seconded and the motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item:	Renewal of Transit Service Agreement with Roaring Fork Transportation Authority (RFTA)
Action Requested:	Approval of agreement renewal
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	
Background Info:	Each year we enter an Intergovernmental Agreement (IGA) with RFTA to operate a para transit service with several other regional entities.
Issues:	No issues.
Fiscal Impact:	We have \$30,000 in our Bus Tax Fund appropriated for this. Our cost has not increased.
Legal Review:	Legal will review the agreement.
Staff Recommendation:	Staff supports renewal of this IGA.

**Glenwood Springs Municipal Contract
2025 Projected Cost/Revenue Allocation by Route**

	ROUTE	TOTAL PSGRS	ROUTE MILEAGE	MARG. COST/MILE \$ 2.33	ROUTE HOURS	MARG. COST/HOUR \$ 70.10	TOT MARG. COST	FIXED COST/HOUR \$ 55.42	SUBTOT OPS COST	ALLCTD TRAINING & OTHER COSTS	TOTAL OPS COST	REVS	NET OPS COST	ALLCTD CAPITAL COST	TOT NET OPS & CAP COST	NET TOT OP COST	PSGR PER HOUR	PSGR PER MILE	% REV OF TOT COST
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
1	CEMETERY LANE	75,750	73,540	\$ 171,701	7,824	\$ 548,434	\$ 720,135	\$ 433,612	\$ 1,153,747	\$ 81,595	\$ 1,235,342	\$ -	\$ 1,235,342	\$ 55,069	\$ 1,290,411	\$ 16.31	9.7	1.0	0.0%
2	HUNTER CREEK	218,940	56,170	\$ 131,146	8,265	\$ 579,387	\$ 710,533	\$ 458,085	\$ 1,168,619	\$ 86,200	\$ 1,254,819	\$ -	\$ 1,254,819	\$ 42,062	\$ 1,296,881	\$ 5.73	26.5	3.9	0.0%
3	MOUNTAIN VALLEY DIAL-A-RIDE	36,420	46,212	\$ 107,896	8,137	\$ 570,396	\$ 678,292	\$ 450,977	\$ 1,129,269	\$ 84,862	\$ 1,214,131	\$ 9,600	\$ 1,204,531	\$ 34,605	\$ 1,239,136	\$ 33.07	4.5	0.2	0.9%
4	CASTLE/MAROON	454,620	191,855	\$ 447,942	18,299	\$ 1,282,721	\$ 1,730,663	\$ 1,014,167	\$ 2,744,830	\$ 190,841	\$ 2,935,670	\$ -	\$ 2,935,670	\$ 143,666	\$ 3,079,337	\$ 6.46	24.8	0.9	0.0%
5	BURLINGAME/HIGHWAY 82	126,050	117,656	\$ 274,703	10,786	\$ 756,088	\$ 1,030,791	\$ 597,792	\$ 1,628,583	\$ 112,489	\$ 1,741,073	\$ -	\$ 1,741,073	\$ 88,104	\$ 1,829,177	\$ 13.81	11.7	6.5	0.0%
6	ADA	1,400	5,740	\$ 13,402	1,730	\$ 121,268	\$ 134,670	\$ 95,879	\$ 230,549	\$ 18,042	\$ 248,591	\$ -	\$ 248,591	\$ 4,298	\$ 252,889	\$ 177.56	0.8	0.0	0.0%
7	SUBTOT. CITY SHUTTLES	913,180	491,174	\$ 1,146,789	55,042	\$ 3,858,295	\$ 5,005,084	\$ 3,050,512	\$ 8,055,596	\$ 574,030	\$ 8,629,626	\$ 9,600	\$ 8,620,026	\$ 367,804	\$ 8,987,830	\$ 9.44	16.6	1.9	0.1%
8	GALENA ST SHUTTLE	33,450	19,467	\$ 45,450	3,130	\$ 219,418	\$ 264,868	\$ 173,480	\$ 438,349	\$ 32,645	\$ 470,993	\$ -	\$ 470,993	\$ 14,577	\$ 485,570	\$ 14.08	10.7	1.7	0.0%
9	CROSS TOWN SHUTTLE	16,690	37,049	\$ 86,502	4,923	\$ 345,063	\$ 431,565	\$ 272,820	\$ 704,385	\$ 51,338	\$ 755,723	\$ -	\$ 755,723	\$ 27,743	\$ 783,466	\$ 45.28	3.4	0.5	0.0%
10	MAA CAMPUS	37,900	14,538	\$ 33,942	1,986	\$ 139,180	\$ 173,122	\$ 110,041	\$ 283,163	\$ 20,707	\$ 303,870	\$ -	\$ 303,870	\$ 10,886	\$ 314,756	\$ 8.02	19.1	2.6	0.0%
11	HIGHLANDS DIRECT	42,920	19,670	\$ 45,926	1,958	\$ 137,257	\$ 183,183	\$ 108,521	\$ 291,704	\$ 20,421	\$ 312,125	\$ -	\$ 312,125	\$ 14,730	\$ 326,854	\$ 7.27	21.9	2.2	0.0%
12	TOTAL DIRECT CITY	1,044,140	581,897	\$ 1,358,609	67,039	\$ 4,699,213	\$ 6,057,822	\$ 3,715,374	\$ 9,773,197	\$ 699,140	\$ 10,472,337	\$ 9,600	\$ 10,462,737	\$ 436,149	\$ 10,898,477	\$ 10.02	15.6	1.8	0.1%
13	HIGHWAY 82 CORRIDOR (LOCAL)	946,280	1,427,747	\$ 3,333,492	69,120	\$ 4,845,107	\$ 8,178,599	\$ 3,830,723	\$ 12,009,323	\$ 720,846	\$ 12,730,169	\$ -	\$ 12,730,169	\$ 1,069,136	\$ 13,799,305	\$ 13.45	13.7	0.7	0.0%
14	BRT	1,136,140	1,844,998	\$ 4,307,686	72,799	\$ 5,102,990	\$ 9,410,676	\$ 4,034,615	\$ 13,445,291	\$ 759,213	\$ 14,204,504	\$ -	\$ 14,204,504	\$ 1,381,585	\$ 15,586,090	\$ 12.50	15.6	0.6	0.0%
15	RFTA-SKICO	0	0	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
16	ASPEN/SMASS DIRECT	229,460	139,834	\$ 326,484	10,496	\$ 735,757	\$ 1,062,241	\$ 581,717	\$ 1,643,957	\$ 109,465	\$ 1,753,422	\$ -	\$ 1,753,422	\$ 104,712	\$ 1,858,134	\$ 7.64	21.9	1.6	0.0%
17	DV SMASS DIRECT	70,670	94,798	\$ 221,335	4,290	\$ 300,718	\$ 522,052	\$ 237,759	\$ 759,811	\$ 44,740	\$ 804,551	\$ -	\$ 804,551	\$ 70,988	\$ 875,539	\$ 11.38	16.5	0.7	0.0%
18	SMASS/BC-82/SMASS	206,660	121,539	\$ 283,768	8,689	\$ 609,043	\$ 892,812	\$ 481,533	\$ 1,374,345	\$ 90,612	\$ 1,464,957	\$ -	\$ 1,464,957	\$ 91,012	\$ 1,555,969	\$ 7.09	23.8	1.7	0.0%
19	WOODY CREEK	5,730	48,334	\$ 112,850	3,314	\$ 232,314	\$ 345,164	\$ 183,676	\$ 528,840	\$ 34,563	\$ 563,403	\$ -	\$ 563,403	\$ 36,194	\$ 599,597	\$ 98.33	1.7	0.1	0.0%
20	CARBONDALE SHUTTLE	170,790	101,767	\$ 237,606	8,176	\$ 573,108	\$ 810,714	\$ 453,121	\$ 1,263,835	\$ 85,266	\$ 1,349,101	\$ -	\$ 1,349,101	\$ 76,206	\$ 1,425,307	\$ 7.90	20.9	1.7	0.0%
21	I-70 CORRIDOR	206,770	432,452	\$ 1,009,684	19,588	\$ 1,373,033	\$ 2,382,717	\$ 1,085,572	\$ 3,468,289	\$ 204,277	\$ 3,672,566	\$ -	\$ 3,672,566	\$ 323,832	\$ 3,996,398	\$ 17.76	10.6	0.5	0.0%
22	TOT. REGIONAL SVCS.	2,972,500	4,211,470	\$ 9,832,904	196,471	\$ 13,772,071	\$ 23,604,975	\$ 10,888,715	\$ 34,493,690	\$ 2,048,983	\$ 36,542,673	\$ 0	\$ 36,542,673	\$ 3,153,664	\$ 39,696,337	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
23	SKICO - SNOWMASS	367,290	221,077	\$ 516,169	14,307	\$ 1,002,905	\$ 1,519,074	\$ 792,934	\$ 2,312,008	\$ 149,210	\$ 2,461,218	\$ -	\$ 2,461,218	\$ 165,549	\$ 2,626,767	\$ 6.70	25.7	1.7	0.0%
24	SKICO - BUTTERMILK	73,200	29,143	\$ 68,044	2,476	\$ 173,538	\$ 241,582	\$ 137,206	\$ 378,788	\$ 25,819	\$ 404,606	\$ -	\$ 404,606	\$ 21,823	\$ 426,430	\$ 5.53	29.6	2.5	0.0%
25	SKICO - HIGHLANDS	86,350	22,245	\$ 51,937	2,405	\$ 168,608	\$ 220,546	\$ 133,308	\$ 353,854	\$ 25,085	\$ 378,939	\$ -	\$ 378,939	\$ 16,658	\$ 395,597	\$ 4.39	35.9	3.9	0.0%
26	SKICO- FLYER SHUTTLE	0	0	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
27	TOTAL SKICO	526,840	272,466	\$ 636,150	19,188	\$ 1,345,051	\$ 1,981,202	\$ 1,063,448	\$ 3,044,649	\$ 200,114	\$ 3,244,764	\$ -	\$ 3,244,764	\$ 204,030	\$ 3,448,793	\$ 6.16	27.5	1.9	0.0%
28	MAROON BELLS	216,270	88,501	\$ 206,633	6,700	\$ 469,628	\$ 676,260	\$ 371,305	\$ 1,047,566	\$ 69,870	\$ 1,117,436	\$ -	\$ 1,117,436	\$ 66,272	\$ 1,183,709	\$ 5.17	32.3	2.4	0.0%
29	BURLINGAME/MAA	31,410	12,661	\$ 29,560	1,136	\$ 79,624	\$ 109,184	\$ 62,954	\$ 172,138	\$ 11,846	\$ 183,984	\$ 183,984	\$ -	\$ 9,481	\$ 9,481	\$ -	27.7	2.5	106.9%
30	CHARTERS	14,220	5,520	\$ 12,888	640	\$ 44,862	\$ 57,750	\$ 35,470	\$ 93,220	\$ 6,675	\$ 99,894	\$ -	\$ 99,894	\$ 4,134	\$ 104,028	\$ 7.02	22.2	2.6	0.0%
31	SENIOR VAN	2,180	11,990	\$ 27,994	1,620	\$ 113,557	\$ 141,552	\$ 89,783	\$ 231,334	\$ 16,895	\$ 248,229	\$ -	\$ 248,229	\$ 8,978	\$ 257,208	\$ 113.87	1.3	0.2	0.0%
32	RIDE GLENWOOD SPRINGS	264,390	115,668	\$ 270,061	9,984	\$ 699,882	\$ 969,943	\$ 553,353	\$ 1,523,296	\$ 104,127	\$ 1,627,423	\$ -	\$ 1,627,423	\$ 86,616	\$ 1,714,038	\$ 6.16	26.5	2.3	0.0%
33	TRAINING/MISC	0	37,300	\$ 87,088	25,195	\$ 1,766,098	\$ 1,853,186	\$ 1,396,343	\$ 3,249,529	\$ (3,249,529)	\$ -	\$ -	\$ -	\$ -	\$ 0	#DIV/0!	0.0	0.0	0.0%
34	SHOWUP/XTRABOARD	0	0	\$ -	8,810	\$ 617,556	\$ 617,556	\$ 488,263	\$ 1,105,819	\$ 91,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30.0	#DIV/0!	0.0%
35	TOTAL MISC.	528,470	271,640	\$ 634,223	54,085	\$ 3,791,208	\$ 4,425,431	\$ 2,997,471	\$ 7,422,902	\$ (2,948,237)	\$ 3,276,966	\$ 183,984	\$ 3,092,983	\$ 175,480	\$ 3,268,463	\$ 5.85	0.00	0.00	2.5%
36	GRAND TOTAL	5,071,950	5,337,473	\$ 12,461,887	336,783	\$ 23,607,543	\$ 36,069,430	\$ 18,665,008	\$ 54,734,438	\$ 0	\$ 53,536,740	\$ 193,584	\$ 53,343,156	\$ 3,968,915	\$ 57,312,071	\$ 10.5	15.1	1.0	0.4%

Performance Indicators

Projected Gross Cost per Passenger	\$ 10.56
Projected Subsidy per Passenger	\$ 10.52
Projected Cost per Platform Mile	\$ 10.25
Projected Cost per Platform Hour	\$ 162.52

Allocated Training Cost/Hr \$ 10.43

Allocated Cap. Cost/Mile \$ 0.75



December 16, 2024

Steve Boyd, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, Colorado 81601

RE: 2025 Renewal of City of Glenwood Springs Transit Service Agreement

Dear Steve:

Section "X" of the City of Glenwood Springs Transit Service Agreement allows for the Agreement to automatically renew for successive one-year terms on January 1st each year, provided that such sums as RFTA deems necessary to provide the Glenwood Springs Transit Services are agreed to by RFTA and Glenwood Springs in writing prior to the commencement of each successive one-year term. In such event, the Budgeted Base Transit Fee provided for in Article III, A., and reflected on Exhibit "C-1," shall be modified to reflect the estimated costs for the Glenwood Springs Transit Service for the applicable renewal term.

The attached Excel workbook, Exhibit "C-1," Line "32," Column "P," reflects RFTA's budgeted cost for Glenwood Springs Municipal Transit Services in 2025. For 2025, this cost is **\$1,714,038** net of an estimated \$0 in fare revenue. Exhibit's "C-2a & C-2b," reflect the detailed RFTA Operating budget from which RFTA's 2025 Budgeted Cost Factors have been derived. Exhibit "C-3," reflects RTA's asset list from which RFTA's allocated capital costs have been derived.

To the best of my knowledge and belief, no other terms of this agreement or exhibits have been affected as a result of renewing the agreement for 2025. If you find the terms of this renewal acceptable please ask the Mayor to sign below, where indicated, and return a copy of this letter to me.

Please let me know if you have questions.

Sincerely,

Kurt Ravenschlag
Chief Executive Officer

Ingrid Wussow, Mayor, City of Glenwood Springs

Date: _____



December 16, 2024

Steve Boyd, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, Colorado 81601

RE: Renewal of 2022 Glenwood Springs American With Disabilities Act Complementary Paratransit Service Agreement With Garfield County/RFTA (The Traveler)

Dear Steve:

Section VIII, TERM, of the above referenced agreement states, "The term shall be from the effective date of this agreement until December 31, 2022. This agreement shall be automatically renewed for successive one year terms on January 1st of each year, provided that funds for financial support and such sums as agreed to by the Traveler and Glenwood, as necessary to provide complementary ADA paratransit service under this agreement, are appropriated by Glenwood for the year in which the services are to be provided. Any of the parties hereto may terminate this agreement upon ninety (90) days prior written notice to the other party."

Please acknowledge, by having the Mayor sign where indicated below, that the City of Glenwood Springs desires to keep all of the terms of this Agreement in force in 2025, and that it has appropriated \$30,000 for this purpose, which will be paid to RFTA during the first quarter of each year that this Agreement remains in effect, upon submission of an invoice by RFTA (see Section III, Cost for Service, of the attached 2022 Agreement).

Please scan a copy of this renewal agreement and e-mail it back to me at your earliest convenience.

If you have any questions, please let me know.

Sincerely,

Kurt Ravenschlag
Chief Executive Officer

Ingrid Wussow, Mayor, City of Glenwood Springs

Date: _____

**2022 GLENWOOD SPRINGS AMERICANS WITH DISABILITIES ACT
COMPLEMENTARY PARATRANSIT SERVICE AGREEMENT
WITH THE ROARING FORK TRANSPORTATION AUTHORITY**

THIS COMPLEMENTARY PARATRANSIT SERVICE AGREEMENT (hereinafter “Agreement”) is between the City of Glenwood Springs, Colorado, a Colorado home rule city (hereinafter "Glenwood"), and the Roaring Fork Transportation Authority (hereinafter “RFTA”) a political subdivision of the State of Colorado created pursuant to title 43, article 4, part 6, Colorado Revised Statutes.

WITNESSETH

WHEREAS, the Roaring Fork Transportation Authority (RFTA) provides transportation services to Glenwood pursuant to the 2022 Glenwood Springs Transit Service Agreement made effective as of the 1st day of January 2022, which Agreement is incorporated herein by this reference; and

WHEREAS, Glenwood is desirous of reducing traffic congestion throughout the City of Glenwood Springs by providing year-round public transit services for its inhabitants and visitors; and

WHEREAS, the "Ride Glenwood Springs" fixed-route city bus service was implemented on the 22nd of May 1998 to achieve the public mobility goals of Glenwood; and

WHEREAS, the Americans with Disabilities Act of 1990 (hereinafter the “Act”) sets forth the requirement for fixed-route public transit operators to provide ADA Complementary Paratransit Services for people with disabilities who cannot access or navigate the fixed-route system during the days and hours of fixed-route operation; and

WHEREAS, the parties desire to provide ADA Complementary Paratransit Services to people with disabilities on at least a "next day" basis during those hours that the Ride Glenwood Springs fixed-route service is operated; and

WHEREAS, the Traveler service, is managed and operated by RFTA pursuant to an Intergovernmental Agreement (IGA) and a 7-Party Memorandum of Understanding (MOU) between Garfield County and RFTA, which Agreements are incorporated herein by reference; and

WHEREAS, based on the cost allocation methodology set forth in the MOU, RFTA defrays the allocated operating cost of the Traveler service provided to Glenwood on an annual basis; and

WHEREAS, Garfield County has established policies that limit the availability of the Traveler's services to only persons who have undergone an assessment to determine whether they have disabilities that preclude their ability to access or navigate the fixed-route service; and

WHEREAS, only persons in Glenwood Springs who have undergone an assessment and for whom it has been determined that their disabilities preclude their ability to access or navigate the fixed-route service are eligible to utilize the Traveler services (herein after "Clients"); and

WHEREAS, all rides provided in Glenwood Springs by the Traveler are classified as ADA Complementary Paratransit Service; and

WHEREAS, the Traveler service, managed and operated by RFTA, has the necessary equipment, personnel, and expertise to provide such ADA Complementary Paratransit Services for Glenwood Springs during the Traveler's normal hours of operation, i.e., 8:00 a.m. until 5:00 p.m. Monday through Friday, holidays excepted; and

WHEREAS, Glenwood is required by the Act to provide ADA Complementary Paratransit Services during the entire span of its Ride Glenwood Springs fixed-route service, which includes days and hours that the Traveler does not operate; and

WHEREAS, this Agreement contemplates that RFTA will ensure that ADA Complementary Paratransit Services will be provided to eligible Clients that reside in Glenwood Springs during the days and hours of operation of Ride Glenwood Springs service, but will be compensated separately for the services provided outside the normal days and hours of Traveler operations, at the amount set forth in this Agreement; and

WHEREAS, procedures are necessary to manage the ADA Complementary Paratransit Service coordination provided by RFTA and the Traveler for Glenwood; and

WHEREAS, pursuant to title 29, Article 1, Part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, Section 6.02 (b) of the RFTA IGA states "The Authority may enter into contracts with any Member or Person for the provision of transit services in the manner and subject to the terms of the contracts;" and

WHEREAS, Glenwood has requested RFTA to operate its ADA Complementary Paratransit Services on its behalf, and RFTA has agreed to do so pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the parties hereto agree as follows:

I.
Statement of Understanding

Glenwood and RFTA understand and agree that ADA Complementary Paratransit Services contemplated by this Agreement are to be provided to eligible Clients within Glenwood Springs during the days and hours of the Ride Glenwood Springs fixed-route operation.

- A. The parties also understand that some degree of uncertainty may be involved in forecasting the demand for ADA Complementary Paratransit Services that fall outside of the Traveler's normal days and hours of operation, however RFTA must be prepared at all times to meet such demand, either by utilizing Traveler personnel and vehicles, or by utilizing RFTA personnel and vehicles. In consideration of RFTA's readiness efforts, Glenwood agrees to pay to RFTA the lump sum, as set forth in III. Cost for Service, below, to cover Client trips provided outside of the Travelers' normal days and hours of operation that are the responsibility of Glenwood due to its ADA Complementary Paratransit Service requirement.
- B. In recognition of the potential for disputes, the parties hereby agree to cooperate in good faith at all times and to act promptly to identify and resolve any areas of concern that may arise regarding the provision of the ADA Complementary Paratransit Services contemplated by this Agreement.

II.
Scope of Services

- A. The parties desire to provide ADA Complementary Paratransit Services to eligible Clients within Glenwood Springs. Because Glenwood is contracting with RFTA to provide the Ride Glenwood Springs fixed-route service, Glenwood will rely on RFTA and the Traveler to coordinate and provide ADA Complementary Paratransit Services to eligible Clients during the days and hours of the Ride Glenwood Springs fixed-route service operation, whether within or outside of the Traveler's normal days and hours of operation. RFTA will make its best efforts to ensure that Glenwood will comply with ADA Complementary Paratransit Service regulations at all times during the days and hours of the Ride Glenwood Springs fixed-route service operation.
- B. RFTA, acting on behalf of Glenwood, will be responsible for providing ADA Complementary Paratransit Services to eligible Clients on at least a "next day" basis. During the Traveler's normal days and hours operation, i.e., from 8:00 a.m. until 5:00 p.m., Monday through Friday, holidays excepted, "next day" basis means that when a Client calls the Traveler between 8:00 a.m. and 4:00 p.m.,

Monday through Thursday, with a request for ADA Complementary Paratransit Service between 8:00 a.m. and 5:00 p.m. on the next day or some subsequent weekday, the Traveler will honor the request. If a Client calls the Traveler between 8:00 a.m. and 4:00 p.m. on a Friday with a request for ADA Complementary Paratransit Service between 8:00 a.m. and 5:00 p.m. on the next Monday or some subsequent weekday, the Traveler will honor the request. ADA regulations do not require service to be provided on the "same day."

- C. If the Client is requesting ADA Complementary Paratransit Service for days and times that are outside of the Traveler's normal days and hours of operation, but within the days and hours of the Ride Glenwood Springs fixed-route operation, RFTA will arrange for the ADA Complementary Paratransit Service to be provided on a "next day" basis, either by utilizing Traveler personnel and equipment, or by utilizing RFTA personnel and equipment. Glenwood understands that RFTA reserves the option of contracting for service with local cab service providers if the Client's disability does not require a vehicle with a wheelchair lift and if the cost for doing so is lower than other alternatives.
- D. Persons requesting ADA Complementary Paratransit Service from the Traveler must be assessed by RFTA personnel to determine whether they are eligible for the service due to their having a disability that precludes them from accessing or navigating the fixed-route service.
- E. The RFTA Paratransit Dispatch number (384-4855) will be advertised as the number for Clients to call who desire Complementary ADA Paratransit Services in Glenwood Springs. Clients can call (970) 384-4855 on any day, before 4 p.m., to request service for the following day. On weekends and holidays, clients may leave a voice message with their requests. Messages are checked at 7 a.m. and 4 p.m. each weekend day or holiday, calls are returned if necessary, and next day service is scheduled. Clients receive an automated call at approximately 5:30 p.m. the day before their scheduled trips to confirm them and this also provides Clients an opportunity to cancel their trips if necessary.

III.

Cost for Service

Glenwood agrees to pay RFTA a total of Thirty Thousand dollars (\$30,000) for services provided in this Agreement. This rate will remain in effect until January 1st each year, at which time a revised rate may be incorporated as part of this Agreement. RFTA will submit an invoice for services provided by the Traveler pursuant to this Agreement during the first quarter of each year that this Agreement remains in effect.

IV. Compliance and Reports

- A. RFTA shall comply with the most recent updates to Glenwood's FTA/CDOT approved Title VI Program and post specific Glenwood Title VI/ADA notifications, forms and procedures on vehicles, its website and in public viewing areas.
- B. RFTA shall provide Glenwood with the following plans, data, and statistics for the Paratransit Services:
 - i. Ridership - Provided monthly
 - ii. Cost per trip- Provided yearly after overall Traveler costs are finalized and reallocated to the parties participating in the MOU.
 - iii. Telephone or reservation performance call logs - Provided monthly
 - iv. Actual field on time arrival performance logs – Provided monthly
 - v. Trip completion performance (missed trips) logs – Provided monthly
 - vi. Approval process and performance lists (including a regularly updated list of the number of clients approved for ADA paratransit service, the type of approvals granted, the number of requests denied and the number of client appeals) – Provided quarterly
 - vii. ADA Paratransit service plan to include the following:
 - a. Policies and procedures for the delivery of service
 - b. Client eligibility and certification process
 - c. Certification types
 - d. Fares or donations
 - e. Reservation response times
 - f. Service delivery response times
 - g. Missed trip definitions
 - h. Trip denials and appeals process
 - i. Qualifying trip service area
 - j. Qualifying trip times of day
 - viii. ADA paratransit application and guidelines
 - ix. ADA paratransit sample letters/templates for unconditional, conditional and no eligibility determinations.
 - x. General ADA requirements and procedures to include the following:
 - a. Illustration of conformance with alternative formats
 - b. Wheelchair securement
 - c. Wheelchair lift weight limit limitations
 - d. Service animals
 - e. Oxygen
 - f. Bus operator training requirements as defined by the FTA and ADA

V.
Financial Statements and Audit

Glenwood shall be entitled to cause a CPA of its choice to audit the books and records of RFTA relating to the provision of ADA Complementary Paratransit Services under this Agreement. Such audit shall be at Glenwood's expense, except for reasonable RFTA personnel costs, and may be conducted at any time upon reasonable notice, and from time to time as Glenwood deems proper or may be required by federal or state regulations.

VI.
Passenger Complaints

Every complaint, concern or suggestion concerning the ADA Complementary Paratransit Services provided by RFTA pursuant this Agreement shall be responded to promptly, as reasonably appropriate. RFTA shall maintain a program providing a reasonable opportunity for Clients of the service to render complaints, suggestions, and comments concerning the ADA Complementary Paratransit Services provided under this Agreement. RFTA will provide Glenwood with copies of any formal written complaints submitted by Clients on a monthly basis.

VII.
Notice of Accidents and Legal Action

- A. RFTA shall provide copies to Glenwood of any accidents and incidents concerning ADA Complementary Paratransit Services provided under this Agreement on a monthly basis. RFTA will notify Glenwood regarding accidents that involve personal injuries within 72 hours.
- B. RFTA shall give Glenwood prompt notice of any suit or action filed and prompt notice of any claim made against the Traveler, RFTA, or Glenwood arising out of the performance of this Agreement. RFTA shall furnish immediately to Glenwood copies of all pertinent pleadings, demands, and papers received by the Traveler and/or RFTA, upon request by Glenwood.

VIII.
Term

The term shall be from the effective date of this Agreement until December 31, 2022. This agreement shall be automatically renewed for successive one-year terms on January 1st of each year, provided that funds for financial support and such sums as agreed to by Glenwood and RFTA, as necessary to provide the ADA Complementary Paratransit Services under this Agreement, are appropriated by Glenwood for the year in which the services are to be provided. Any of the parties hereto may terminate this Agreement upon ninety (90) days prior written notice to the other party.

IX.
Insurance

RFTA, acting on behalf of the Traveler agrees to obtain and keep in force during the term of this Agreement the insurance coverage described below:

- A. Workers' compensation and/or employers' liability insurance as required under applicable laws, which shall cover all Traveler and RFTA employees.
- B. The Traveler will maintain the comprehensive general liability insurance as set forth on that Certificate of Insurance dated April 22, 2022, a copy of which is attached hereto and made a part hereof as Exhibit A. Such comprehensive general liability limits shall remain in force during the term of this Agreement. RFTA agrees to make Glenwood a named insured on all such policies as they pertain to services provided by the Traveler and RFTA under this Agreement. Notwithstanding this provision, RFTA reserves the right to revise its general liability limits from time to time as long as they meet all statutory requirements.
- C. Glenwood and RFTA understand that each relies on and does not waive or intend to waive by any provision of this Agreement the monetary limitation (presently \$350,000.00 per person and \$990,000.00 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to RFTA and Glenwood and their officers, agents, or employees.

X.
Miscellaneous Provisions

- A. Amendment. This Agreement may only be amended by a written agreement signed by the parties hereto. This Agreement may be amended from time to time by written agreement duly authorized and signed by representatives of the parties hereto.
- B. Successors. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Severability. Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.

D. Effective Date. This Agreement shall be in full force and effect and be legally binding as of the 1st day of January, 2022.

E. Notices. All notices, demands, statements, and requests required or permitted to be given under this agreement shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, whether received or not, three (3) days following the deposition of the same: in the United States mail, addressed to a party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated by a party to the others in accordance herewith:

TO: City of Glenwood Springs
c/o City Manager
101 West 8th Street
Glenwood Springs, Colorado 81601

TO: Roaring Fork Transportation Authority
c/o Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81601

F. Conformance with Laws. Each party hereto agrees to by and to conform to all applicable laws of the Federal Government, the state, and any body corporate and politic having any jurisdiction over the subject matter of this agreement. Nothing in this section contained, however, shall require any party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.

G. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

H. Waiver. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this agreement. Nothing in this agreement shall be construed as a waiver of any defense or limitation available to any of the parties through the Colorado ' Governmental Immunity Act (§ 24-10-101, et seq., C.R.S., as amended).

I. Enforcement. Every obligation assumed by or imposed upon any of the parties by this agreement shall be enforceable by the other parties by appropriate action, suit, or proceeding at law or equity.

J. Captions. The captions of the paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this Agreement.

IN WITNESS WHEREOF, Glenwood, Garfield County and RFTA have caused this agreement to be executed the day and year first above written.

CITY OF GLENWOOD SPRINGS, COLORADO

By: Jon Godes
Jonathan Godes, Mayor

ATTEST: Ryan Muse
By: Ryan Muse
Ryan Muse, City Clerk

ROARING FORK TRANSPORTATION AUTHORITY

By: J. McQueeney
Jeanne McQueeney, Chair

ATTEST:
By: Nicole Schoon
Nicole Schoon, Secretary to the Board of Directors



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item:	Planning File 41-24 Right of Way Encroachment License 718 Cooper Corner Gallery
Action Requested:	Applicant has submitted an application for a Right of Way Encroachment license for installation of a permanent awning that provide cover for pedestrians and customers as well as provide for additional signage for the recently relocated business.
Department:	Economic and Community Development
Presented By:	Emery Ellingson
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	The applicant has submitted an application for installation of an awning for the exterior of the building at 718 Cooper Avenue. As the awning would project into the public right-of-way, a right-of-way encroachment license is required. The proposed dimensions of the awning are 24' in length, 35" high, and would project 48" into the right-of-way. This is within size limits for an awning as specified by Code and also complies with code for vertical clearance from grade (8'). In reviewing the proposed right-of-way encroachment license, the City Council shall consider whether or not the proposed encroachment meets the following criteria. Staff analysis listed below: <i>i. Furthers the City's land use and utility goals and objectives.</i> Awnings provide a more pleasant pedestrian experience as they provide shelter from sun, rain, and snow and help to create a positive downtown atmosphere. <i>ii. Could be reasonably accommodated on the applicant's own property and outside the City's right-of-way.</i> By design, any downtown building with an awning will project out into the right-of-way since most of the commercial and mixed use buildings in the downtown are built to the lot line. <i>iii. Compromises public safety, health, and welfare of the community.</i> Applicant will be required to pass building inspections for installation of the awning and will also carry a general liability insurance policy for the installed awning. <i>iv. Compromises access to other public and/or private lands.</i> Awning does not compromise any land access. <i>v. Is necessary based on a hardship created by the applicant.</i> The applicant has not created a hardship, they are merely looking to improve their building and streetscape.
Issues:	Awnings do provide an improved streetscape, however they can add complications to construction planning. There are planned long term improvements to Cooper Avenue including roadway and sidewalk improvements. Adding another awning to this area will increase planning for those future projects.
Fiscal Impact:	The awning would have minimal fiscal impact. Awnings do promote a positive downtown environment which can create a more pleasant shopping experience for downtown patrons.
Legal Review:	
Staff Recommendation:	Staff recommends approval of the Right-of-Way Encroachment License with the following conditions: 1. Applicant shall comply with all verbal representations made in the public hearing, as outlined in all

application materials, and/or revised conditions herein and approved by the Community development Director.

2. The Applicant shall comply with/address all City staff comments related to specific Code requirements prior to the approval of a building permit

3. Any future changes or improvements to the awning are subject to review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.

4. Except where specific variances have been granted, the construction shall comply with Municipal Code requirements.

5. Prior to installation, the applicant shall submit a building permit application to Community Development Department for review and approval.

6. Prior to installation of any signage, the applicant shall submit a sign permit application to Community Development Department for review and approval.

6. Applicant shall maintain an active general liability insurance policy to the amount of \$1 million dollars named as an additional insured party.

7. Applicant shall execute and record an indemnification agreement that indemnifies the City from any and all damages to property or persons resulting from the encroachment.



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Ordinance Amendments		Development Permits	
☐	Rezoning	☐	Site/Architectural Plan Review
☐	Rezoning to Planned Unit Development (PUD)	☐	Administrative
☐	Annexation	☐	Minor
☐	Condominiumization	☐	Major
☐	Annexation	☐	Master Plan
☐	Street Vacation	☐	Construction Plans
		☐	Location & Extent
Subdivisions		☒	Right of Way Encroachment License
☐	Minor Subdivision	☐	Floodplain Development Permit
☐	Preliminary Plat	☐	Special Use Permit
☐	Final Plat	Flexibility and Relief Procedures	
☐	Vacation of Right-of-Way	☐	Variance
		☐	Administrative Adjustment
Other Land Use Applications		☐	Appeal
☐	Outdoor Seating		

Applicant/Property Owner Information:			
Linda Halloran on behalf of Cooper Corner Gallery		S & B Creamery Rentals LLC Steve & Barb Thomp	
Applicant		Owner	
Relationship to Owner		Owner	
Commercial tenant		Authorized Agent Kelli Broughton	
Applicant Address		Owner Address	
718 Cooper Ave		P.O. Box 1010 New Castle CO 81647	
Phone 970 379 35		Email Address lhalloranglass@gn	Phone 970 984 960 Email Address kelli.broughton@rm

Property Information:	
718 Cooper per per USPS 720 Cooper Unit \3 per	218509452003
Address	Parcel Number
Creamery Condo Unit 3	Section 9 Township 6 Range 89
Subdivision	Lot and Block Number
Commercial	Commercial
Zone District	Existing Land Use

General Project Description:
Install canvas awning along 24 fee of unit fronage with signage printed on awning surface. Awning height 35", awning length 24' projection over city sidewalk of 4'

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the		11/20/24
	Applicant	Date
		11/14/24
	Owner	Date

application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.		
	Owner	Date

Reception #: 906068
04/27/2018 11:15:55 AM Jean Alberico
1 of 1 Rec Fee: \$13.00 Doc Fee: \$0.00 GARFIELD COUNTY CO

State Documentary Fee Exempt

SPECIAL WARRANTY DEED

STEVEN G. THOMPSON, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to S & B CREAMERY RENTALS, LLC, a Colorado limited liability company, whose address is 73 Native Lane, Glenwood Springs, CO 81601, any interest he owns in the following real property in the County of Garfield, State of Colorado, to wit:

Section: 9 Township: 6 Range: 89 DESC:
LIMITED COMMON AREA Subdivision:
CREAMERY CONDO Unit: 0

Glenwood Springs, CO 81601, with all its appurtenances and warrants title against all persons claiming under the grantors, subject to reservations, easements, rights of way, and restrictions of record or of use, and general taxes for 2018, due and payable in 2019.

DATED this 23RD day of APRIL, 2018.

Steven G. Thompson
Steven G. Thompson

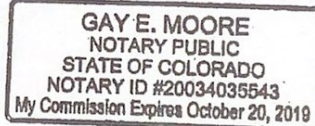
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed, sworn to, and acknowledged before me this 23RD day of April, 2018, by Steven G. Thompson.

Witness my hand and official seal.

Gay E. Moore
Notary Public

My commission expires:



When recorded, please return to: The Barsness Law Firm, P.C., 1607 Grand Avenue, Suite 24, Glenwood Springs, CO 81601

Cooper Gallery Right of Way Application
Proof of Ownership



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Parcel/Account Numbers
- ☐ Owner Name
- ☐ Lakes & Rivers
- ☐ County Boundary Line

Account Number	R320194	Physical Address	0	Total Actual Value	\$20,000	Last 2 Sales
Parcel Number	218509452006		GLENWOOD SPRINGS 81601			Date Price
Acres	823	Owner Address	S & B CREAMERY RENTALS, LLC			n/a \$
Land SqFt	0		73 NATIVE LANE			n/a \$
Tax Area	032		GLENWOOD SPRINGS CO 81601			
Mill Levy	74.1450					

Date created: 10/6/2024
Last Data Uploaded: 10/5/2024 10:32:24 PM

Developed by **SCHNEIDER** GEO SPATIAL

Cooper Gallery Right of Way Application
Vicinity Map

Right of Way Permit Application
City of Glenwood Springs

Applicant:

Linda Halloran rep for Cooper Corner Gallery dba Cooper Gallery
718 Cooper Ave
970 379 3567
lhalloranglass@gmail.com

Owner:

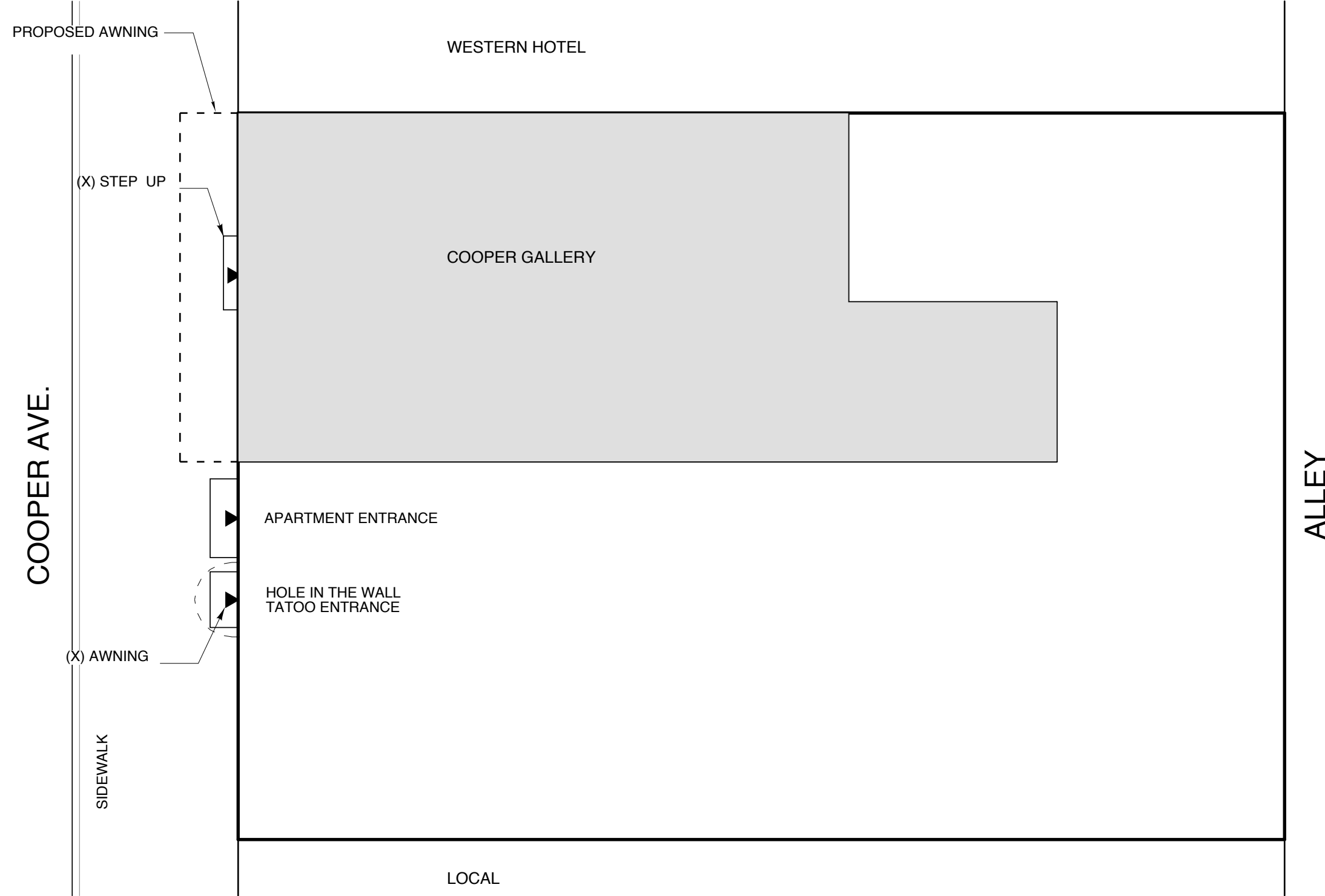
S&B Creamery Rentals LLC Steve and Barb Thompson
Owners Representative:
Kelli Broughton
P.O. Box 1010, New Castle, CO 81647
970 984 9600 Kelli.Broughton@rmcrealestate.com

Project Description:

Cooper Corner Gallery would like to attach an awning to the front of the storefront at 718 Cooper leased from Creamery Rentals LLC. The purpose of the awning is to function as business signage and to provide a place for passersby to get out of the elements: sun, rain, etc.

The awning would be 24' long, 35" high with a 48" projection over the sidewalk

718 Cooper Avenue per USPS— 720 Cooper Unit 3 per GarCo Assessor
Parcel 218509452003
Section 9 Township 6 Range 89



Right of Way Permit Application
City of Glenwood Springs

Applicant:
Linda Halloran rep for Cooper Corner Gallery dba Cooper Gallery
718 Cooper Ave
970 379 3567
lhalloranglass@gmail.com

Owner:
S&B Creamery Rentals LLC Steve and Barb Thompson
Owners Representative:
Kelli Broughton
P.O. Box 1010, New Castle, CO 81647
970 984 9600 Kelli.Broughton@rmcrealestate.com

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718 Cooper Avenue per USPS— 720 Cooper Unit 3 per GarCo Assessor
Parcel 218509452003
Section 9 Township 6 Range 89

SITE PLAN

1/8" = 1'-0"



Right of Way Permit Application City of Glenwood Springs

Applicant:
Linda Halloran rep for Cooper Corner Gallery dba Cooper Gallery
718 Cooper Ave
lhalloranglass@gmail.com

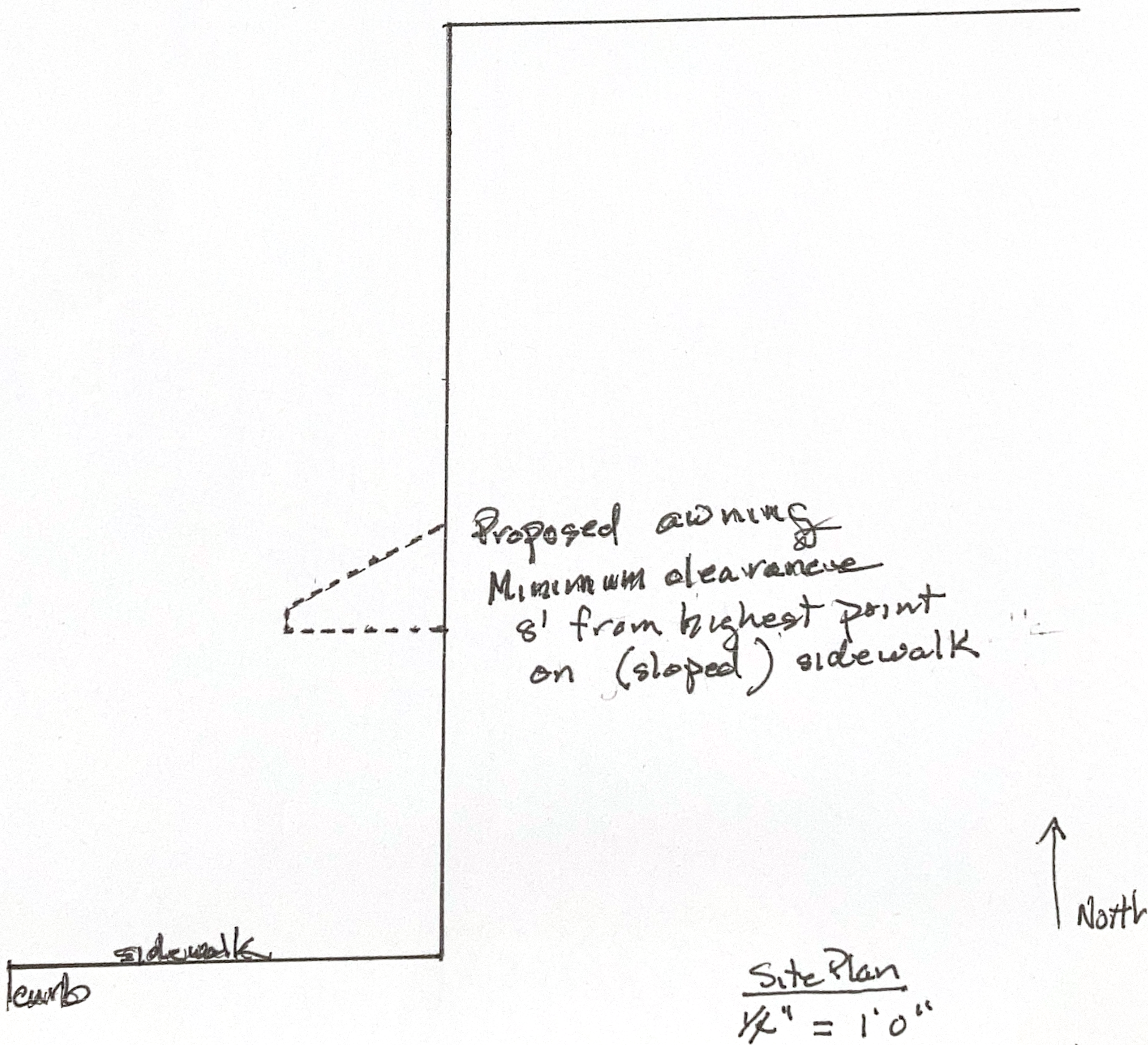
Owner:
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718 Cooper avenue per USPS— 720 Cooper Unit 3 per GarCo Assessor
Parcel 218509452003
Section 9 Township 6 Range 89

Section View





City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item:	Ordinance 2024-29; Amending no camping zone. (Second Reading)
Action Requested:	Motion to approve Ordinance 29, Series 2024
Department:	Police Department
Presented By:	John Hassell, Karl Hanlon
Strategic Goals:	Ensure Public Safety
Background Info:	With the completion of the pedestrian underpasses at 27th Street and Highway 82, there have been safety concerns presented with individuals camping in the underpasses and blocking safe pedestrian and bicycle access. In order to address this issue, Ordinance 29 expands the no-camping area that applies to Downtown and the pedestrian underpass at Highway 82 and I70. The map referenced in the ordinance will be updated and attached between first and second reading.
Issues:	None.
Fiscal Impact:	None.
Legal Review:	Legal drafted the Ordinance.
Staff Recommendation:	Staff recommends approval of Ordinance 29, Series 2024.

ORDINANCE NO. 29

Series of 2024

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 120.020.100 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, Section 120.020.100 of the Municipal Code addresses the regulation of camping within the City; and

WHEREAS, City Council finds and declares that the amendment to Section 120.020.100 of the Municipal Code the Development Code regarding the areas in which outdoor smoking and camping are prohibited, as set forth herein are proper and necessary to advance the public health, safety and welfare of the City’s residents.

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

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

Section 2. Section 120.020.100(a) is hereby amended as follows, with double underlined text added and ~~striketrough language deleted~~:

120.020.100 Unauthorized habitation, camping and sleeping.

(a) *Definitions.* For the purposes of this section, the following definitions shall apply:

Downtown area means, for purposes of this article, the areas for which a map is available for public inspection in the office of the City Clerk at 1010 West 8th Street, Glenwood Springs, Colorado, and depicted herein.

27th Street Underpass means for purposes of this article, the areas within and adjacent to the intersection of Colorado State Highway 82 and 27th Street, for which a map is available for public inspection in the office of the City Clerk at 1010 West 8th Street, Glenwood Springs, Colorado, and depicted herein.

(b) It shall be unlawful for any person to take up temporary or permanent residence or habitation, to camp out or to sleep at any time between the hours of 10:00 p.m. and 7:00 a.m., in any of the following locations:

(1) In or upon any vacant building or property without owning the same or without the permission of the owner or the person entitled to possession thereof.

(2) In or upon any street, alley, public parking lot, sidewalk, underpass, public park or any other public area within the City.

(3) In any vehicle parked upon any street, alley, public parking lot, public park or any other public area within the City.

(c) It shall be unlawful for any person to take up temporary or permanent residence or habitation, to camp out or to sleep at any time in the Downtown area or the 27th Street Underpass

(1) In or upon any vacant building or property without owning the same or without the permission of the owner or the person entitled to possession thereof;

(2) In or upon any street, alley, public parking lot, sidewalk, underpass, public park or any other public area; or

(3) In any vehicle parked upon any street, alley, public parking lot, public park or any other public area.

Section 3. **Adoption of Map** City Council hereby repeals the Downtown Area Camping Prohibition map currently in Section 120.020.100 and replaces that map with the “Designated No Camping Zones” map attached as **Exhibit A** to include the pedestrian pathways and tunnels under 27th Street and Highway 82.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS ____ DAY OF DECEMBER 2024.

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 _____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item: Resolution 2025-01; Designating Public Place for Posting Meeting Notices for 2024

Action Requested: Approval of Resolution 2025-01

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Each year the City is required to formally designate a place for the official notice of City meetings and events. The designated location is City Hall.

Issues: None

Fiscal Impact: None

Legal Review: Legal drafted the ordinance.

Staff Recommendation: Staff supports approval

RESOLUTION 2024 – 01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, DESIGNATING A
PUBLIC PLACE FOR POSTING MEETING NOTICES
DURING CALENDAR YEAR 2024.**

WHEREAS, the Colorado Open Meetings Law requires that all meetings at which the adoption of any proposed City policy or other formal action be held only after full and timely notice to the public; and

WHEREAS, Section 24-6-402(2)(c) C.R.S., as amended, requires City Council to designate a public place for posting notices of any such meetings; and

WHEREAS, this designation must occur each calendar year; and

WHEREAS, the bulletin board entitled “Official Public Notices” located in the lobby of City Hall has previously been and is hereby again designated as the place for such postings.

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

Section 1. Pursuant to Section 24-6-402(2)(c) of the Colorado Revised Statutes, as amended, and unless otherwise designated, the bulletin board entitled “Official Public Notices” and located in the lobby of the Glenwood Springs City Hall, located at 101 W. 8th Street, Glenwood Springs, Colorado 81601, is hereby designated as the appropriate place for posting public notices of all regular and special meetings of the City Council and its designated boards and commissions for the 2024 calendar year.

Section 2. All such notices, except those of emergency meetings, shall be posted at this designated place at least twenty-four (24) hours prior to the holding of the respective meeting.

INTRODUCED, READ, AND PASSED THIS 4TH DAY OF JANUARY 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item:	Award 2024-24P Hauling Recyclable Materials from the in town Recycle Center
Action Requested:	Approval to award the RFP to Mountain Waste and Recycling as the Low Bidder.
Department:	Public Works
Presented By:	Elizabeth Mauro, Matthew Langhorst
Strategic Goals:	Protect and Preserve our Quality of Life Provide Efficient and Responsive City Government
Background Info:	The City operated recycling center at 13th Street and Pitkin Avenue requires outside help to run. City staff put out a Request for Proposal (RFP) for the supply of recycling bins/containers and for the hauling of those containers. Currently Mountain Waste and Recycling provides the large recycling containers used at the center and the hauling of those containers to the location of choice by city staff. This RFP was put out to get updated pricing and bids from local companies as required every 4 years per our contract language. Four bids were received. Mountain Waste and Recycling was the low bidder on the RFP and staff is good with continuing our agreement with them for at least one year, and potentially up to 3 additional years per the agreement language.
Issues:	None at this time.
Fiscal Impact:	The bid for hauling was actually lower than current pricing, so this should save the recycle center money.
Legal Review:	Legal will review the contract prior to signatures.
Staff Recommendation:	Staff is recommending award of RFP 2024-24P, Hauling Recyclable Materials, from the city run in town Recycle Center to Mountain Waste and Recycling per their bid.



Request for Proposals

City Contracted Waste & Recycling Hauling
Solicitation: RFP #2024-24





Mr. Matt Langhorst Public Works Director
City of Glenwood Springs Colorado
101 West 8th St
Glenwood Springs CO 81601

RE: RFP #2024-24 City-Contracted Recycling Hauling Services

Dear Mr. Langhorst, City of Glenwood Springs (COGS) Leadership, and COGS Evaluation Committee,

Mountain Waste & Recycling is honored by the opportunity to present the following RFP response to provide city-contracted Recycling hauling services.

We understand the critical role safe and effective waste management plays in the well-being of our communities. Our commitment to safety is unwavering, and we prioritize the well-being of our customers, employees, and the environment in all our operations. We strive to minimize our environmental footprint and contribute positively to the communities we serve.

We are particularly attuned to Colorado's evolving Extended Producer Responsibility (EPR) regulations. Our team is well-versed in waste and recycling-related state regulations and is equipped to ensure municipal compliance while maintaining the high standards the community of Glenwood Springs deserves.

Our goal is to exceed your expectations in delivering recycling collection and processing services that align seamlessly with the unique needs and values of Glenwood Springs. We understand the decision presented to the evaluating committee and COGS leadership. If you have any questions or need further clarification, please do not hesitate to reach out.

Thank you for considering our proposal. We are grateful for your time and our team is excited by the prospect of continued collaboration for the prosperity of Glenwood Springs. The rates included with our proposal are valid for 90 days from the Proposal Submittal Due Date of December 20, 2024.

Very Sincerely,

Bill Cira
District Manager
bill.cira@Wasteconnections.com
970-963-3435





City of Glenwood Springs RFP 2024-24



Scope of Work

- Mountain Waste & Recycling will:
- Provide 4 - 30-yard gable-top Rolloff containers. (1 for glass, 2 for comingled bottles/cans, 1 for compostable paper)
- Provide 2 - 30-yard gable-top Rolloff containers with cardboard slots for cardboard collection.
- When recycle tech calls in a container as full, contractor will be able to haul the container within 3 days.
- For hauls on days when Recycle Center is closed or open, Mountain Waste will provide our own combo lock for gate.
- Mountain Waste will provide Insurance that meets the requirements of: General Liability Policy form: Occurrence Policy Aggregate \$ 2,000,000 Products/completed operations aggregate 2,000,000 Each occurrence limit 1,000,000 Personal & advertising injury limit 1,000,000 Products/completed operations Defense in excess of limits Per location / per job aggregate limit

Pricing Model

Delivery Fee - \$0.00

Haul to South Canyon Landfill – \$220.00

Haul to Eagle County MRF – \$500.00

Haul to Denver Based MRF – \$475.00

- Billing for all hauls not to South Canyon Landfill will include a work order signed by the driver stating the drop-off location of the load.
- Mountain Waste & Recycling will make every effort to utilize the Eagle County MRF. If conditions warrant, loads will be transloaded through our Carbondale CO location to a Denver MRF

Insurance Requirements

- Mountain Waste & Recycling will comply with all insurance requirements as listed in the RFP.



About our Company:

Waste Connections

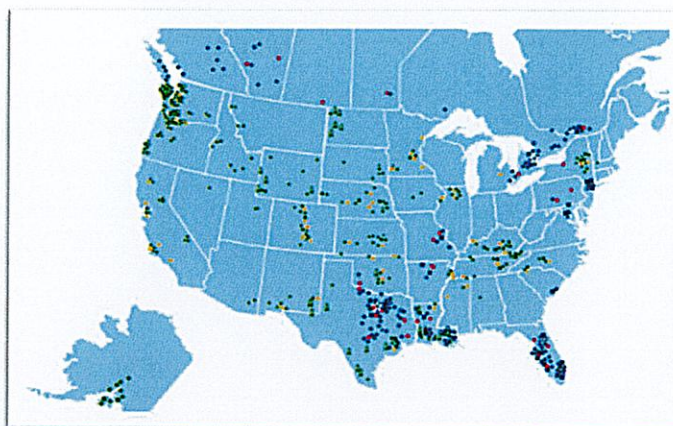
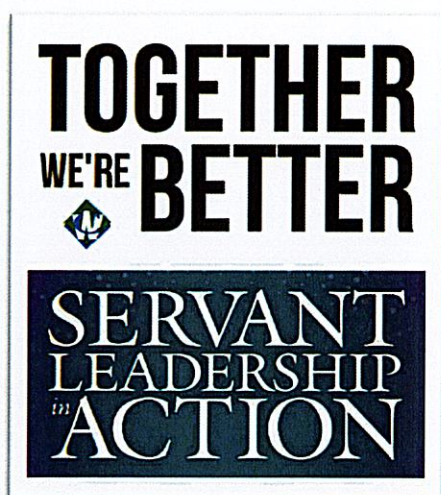
Our parent company, Waste Connections, is the third largest solid waste services company in the United States with over 22,000+ employees, \$8 billion in annual revenue, and \$17.35 billion in assets. We serve more than 8 million residential, commercial and industrial customers across 43 states in the U.S. and 6 provinces in Canada.



WASTE CONNECTIONS

We have successful partnerships/contracts with over 850 city, county, and joint powers agencies. Our uniquely decentralized business model provides local managers with the authority to run their business and make on the ground decisions without having to "call corporate."

Our company culture is driven by a "Servant Leadership" management philosophy which promotes respect, encouragement, accountability, teamwork, and colleagues who truly care for each other. We don't operate from a "top down" principle but from a "bottom up" perspective. Our company cherishes our employees, expects the highest moral standards from our leadership team, and seeks to give back to the local communities in which we



operate.

Mountain Waste & Recycling, Inc.

Company Information

Corporate Entity: Mountain Waste & Recycling, Inc.
Formerly: InterMountain Waste & Recycling and Mountain Roll-Offs, Inc. (MRI)
FEIN: 47-3905885
Mailing Address: P. O. Box 999
Carbondale, CO 81623



Physical Address: 1058 County Road 100
Carbondale, CO 81623

Main: (970) 963-3435

Fax: (970) 963-4205

www.mountainwaste.com

Mountain Waste & Recycling, Inc. was formed on May 29, 2015, with the merger of Mountain Roll-Offs, Inc. established 2005, and InterMountain Waste & Recycling, established 2010, the two largest independent waste haulers in the Roaring Fork Valley. The combination of the two companies has resulted in the birth of the single largest independent waste and recycling company ever to exist in the mountains of Colorado.

Mountain Waste & Recycling provides service to municipalities, residences, commercial businesses, contractors and most of the largest special events in an area stretching from the Town of Parachute in the west to Vail Pass in the east. This area also includes the entire Roaring Fork/Grand Valley from Parachute to Aspen. The company currently provides a range of services to the governmental entities of Battlement Mesa, Rifle, Silt, New Castle, Glenwood Springs, Aspen, Carbondale, Eagle, Garfield County and Eagle County. We are the provider of choice to these jurisdictions for residential waste and recycling collection, portable restroom services, facility waste and recycling services, and contract transportation of materials.

Mountain Waste serves more than 15,000 residential customers, more than 1,700 commercial customers and to approximately 75% of the contractors who operate/build in the Roaring Fork and Grand Valley. We answer the phone locally and respond in a nimble manner that brings a full scope of services to our customers.

We have a superior local management team that includes people who have more than 80+ years of cumulative waste and recycling expertise. Our focus is on exceeding customer expectations regarding service, accountability and response.

Alignment of Values:

There is a clear alignment of values between the City of Glenwood Springs and Mountain Waste & Recycling. These shared values are an important consideration as COHGS evaluates the many options for the City residents. Our experience has proven that shared values lead to robust partnerships with widespread community benefits. This synergy ensures that waste management practices support both municipal Zero Waste goals and community expectations for safe, friendly service. Collaborating based on common values facilitates smoother transitions, more effective communication, and contributes to the overall success of diversion initiatives, to ensure a cleaner, healthier environment for residents.



City Administration Mission Statement



To meet the health, safety, and welfare needs of our citizens and contribute to their quality of life, the City of Glenwood Springs and its employees believe and will act on the following:

- We provide excellent customer service through positive engagement with all our citizens
- We are guided by integrity and honesty
- We are responsible stewards of the public's resources and the environment
- We empower our employees to innovate and challenge the status quo
- We are dedicated to continuous improvement
- We maintain a safe, supportive, and professional working environment
- We advance the interests of the community openly and transparently.

City Council Support

This includes time spent attending meetings, preparing and reviewing items for the Council packet, and responding to Council inquiries.

Policy Development and Implementation

This includes communicating with departments to help develop policy alternatives for Council consideration and coordinating implementation of policy directives from the Council.

Public Information

This includes time spent responding to and initiating communication with public groups, and individuals to educate, and inform the public about City policy or to solicit public input. This also includes time spent working to facilitate conflict resolution between groups in the community.

Department Oversight

This includes working with various department heads to assist with department issues, or on issues crossing departmental lines. This includes reviewing and administering budgets and internal policies, procedures and practices to ensure the City is operating as efficiently and as effectively as possible.

Intergovernmental Relations

This includes time spent with other local governments, as well as State and Federal agencies and legislators to advocate for the interests of Glenwood Springs. This includes efforts to form partnerships to resolve local and regional issues.

Governance

This includes time spent at meetings and in the community listening to citizens, developing policy and adopting City policy.



Mountain Waste & Recycling Vision and Operating Values

VISION FOR THE FUTURE

Our goal is to create an environment where self-directed, empowered employees strive to consistently fulfill our commitments and seek to create positive impacts through interactions with customers, and fellow employees, always relying on our Operating Values as the foundation for our existence.

STATEMENT OF OPERATING VALUES

Safety. We strive to assure complete safety for our employees, our customers, and the public in all of our operations. Protection from accident or injury is paramount in all we do.



Integrity. We define integrity as "saying what you will do and then doing it". We keep our promises to our customers, our employees, and our stockholders. Do the right thing, at the right time, for the right reason.

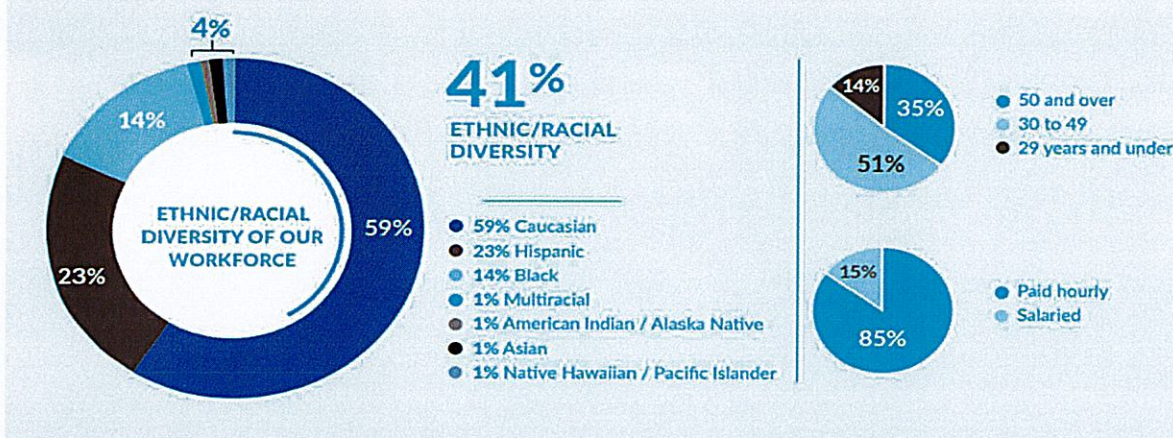
Customer Service. We provide our customers with the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

To be a Great Place To Work. We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work.

Diversity Statistics

WORKFORCE DIVERSITY EEO-1 Report

CULTURE



MATTERS At Waste Connections, we believe employee engagement, culture and differentiated results are all related — it is why investing in our people, our greatest asset, has always been a top priority.



Waste Connections Veterans Employee Resource Group, officially named the WCN Veterans S.E.R.V.E. Network, with the objective to Support, Empower and Retain, Veteran Employees.

Our Vision Statement: Empowered WCN veteran employees formed to honor, appreciate, and assist in the development of fellow veteran employees in an effort to repay the sacrifices they made for their country.



The Waste Connections Women's Network is an employee resource group of Waste Connections. Our vision is to create a company-wide women's network which provides community, mentorship, and access to professional development tools, inspiring the next generation of female leaders.

CEO ACTION FOR DIVERSITY & INCLUSION

Waste Connections is a proud signatory of the CEO Action for Diversity and Inclusion™ pledge. CEO Action is now the largest business-led initiative to advance DEI in the workplace, with more than 2,500 CEOs who recognize that diversity, equity, and inclusion is a societal issue, and that collaboration and bold action from the business community - especially CEOs - is vital to driving change at scale.



<https://www.comparably.com/companies/waste-connections/awards>

Safety Programs

Smith System Driver Safety Training Program:

Mountain Waste & Recycling uses the Smith System to teach drivers to drive differently. Founded in 1952, Smith System is the nation's first fleet driver safety training organization with a program that gives drivers the knowledge and tools to make better decisions behind the wheel, and significantly reduces collisions. The Smith System also helps to reduce vehicle maintenance and improve fuel efficiency, but most importantly, it helps to save lives, protect the communities we serve and ensure everyone goes home safely each day.



In addition to the formal driver training programs, our Driver Supervisors perform regularly scheduled ride-a-longs with each route to ensure ongoing safety, efficiency, and proper work standards are being maintained. We establish an Employee Safety Committee which meets monthly and/or immediately following any type of incident. We also utilize an electronic Safety Board in our driver breakroom which is updated continuously with pertinent information such as weather, road conditions and closures.

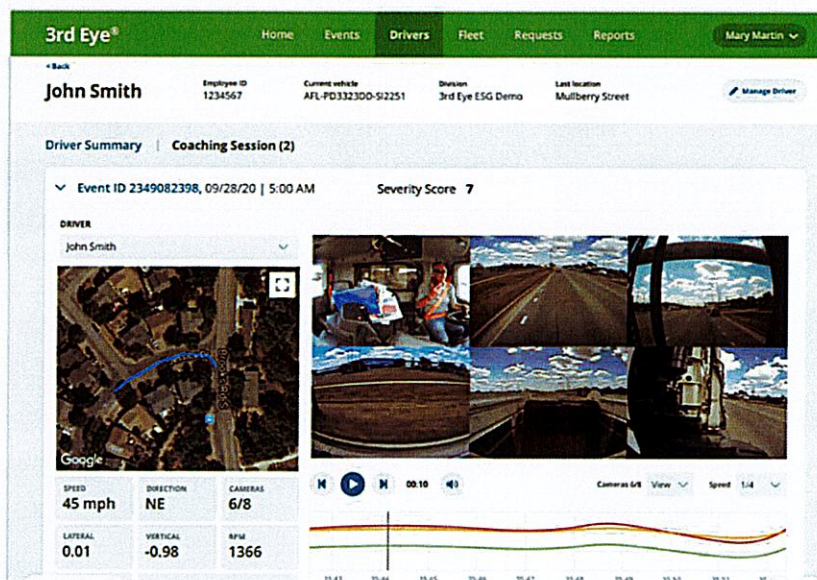
Mountain Waste provides an annual safety bonus incentivizing employees who maintain safe operations. We also employ a wide range of coaching tools and performance metrics which allow continued monitoring and fine-tuning employee skills.

Safety Technology

Lytix and Fleet Management Technology:

Our trucks will come installed with revolutionary 3rd Eye cameras, to provide service verification to customers and governmental agencies, track analytics on route efficiency, and report all safety related concerns for immediate coaching. It is the ultimate system for tracking operational quality control for enhanced safety.

Mounted Tablets and 3rd Eye Software: Our trucks all utilize an on-board tablet system. This **paperless process** allows our drivers to record completed stops and note any service issues in real time, permitting our Customer Service team to proactively contact customers and answer service related questions more effectively. Additionally, our management team can easily locate a driver on route, offer remote support, send work orders, or a quick text which displays directly on the tablet screen. The intuitive interface allows drivers to take a picture of a customer's container with just 2 clicks, and photos automatically upload to the customer's account in our Route Manager Online program.



Example of Dashboard Reporting for Driver Training and Ongoing Coaching

Employee Training

Driver Training

As a trusted and valued service provider in our community, we pride ourselves in presenting a professional image. All drivers are required to wear a company provided uniform while operating in the field. The uniform shirt

will include our company logo and the employee's first name. All Personal Protective Equipment (PPE) like hardhats, hi-vis vests, and jackets will also be labeled with the Mountain Waste logo. All collection vehicles include unique truck numbers for identification. They will also include our company name and contact information.

All new Mountain Waste drivers must meet the following *minimum* expectations to be considered for a position with our local Colorado-based team:

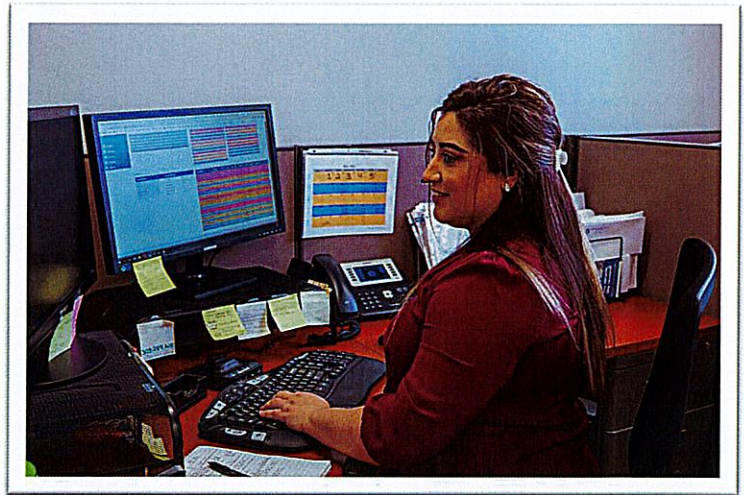
- *Must possess a valid Class A or Class B Commercial Drivers License.*
- *All potential employees must complete a pre-employment drug test and background check.*
- *Must have a clean driving record; no more than two moving violations or at fault accidents in the previous 3 years.*
- *We will not consider any driving candidates that have an alcohol or controlled substance related driving offense in the previous 3 years.*
- *We will not consider candidates that have failed a DOT random drug or alcohol test in the previous 3 years.*



Each new employee undergoes an initial **15-day training program** covering all aspects of safety and equipment operating programs. New employees ride with Driver Trainers during the initial training period and are evaluated at 30, 60 and 90 day intervals. Waste Connections also has an extensive **Commercial Driver Safe Work Practices** training program to ensure all personnel are qualified, proficient and safe. All employees are provided ongoing monthly training and mentoring to ensure skills stay current.

Customer Service Representative Training

Upon joining our team, all new Customer Service Representatives (CSRs) go through our Waste Connections onboarding program to understand our industry, learn the customer account database and billing process, attend office related safety training, and learn how to provide the best customer service to the communities we serve. They also spend time doing ride-alongs with route drivers to build a better understanding of service details, potential route hazards and to develop a rapport with the team. We also evaluate call quality on an ongoing basis throughout a Customer Service Representatives career to ensure the highest level of service to our customers.



Customer Service

Mountain Waste & Recycling Customer Service Call Center is located at **1050 County Roas 100 in Carbondale, CO**. Waste Connections believes strongly that outstanding customer service and support is best handled by employees who live, work, and raise their families in the communities we serve.

Our office is open to the public during normal business hours 8am-5pm, Monday-Friday where our team of **three (3) local Customer Service Representatives** are available to answer customer phone calls and electronic communications. We also provide 24/7 access to many online resources including: Online Bill Pay, collection schedule look-up, Click to Order new services, and Waste Wizard searchable database for education on proper disposal of recycling, household trash, and hazardous waste, as well as options for donating gently used goods.

Route Manager: All customer interactions, including calls, emails, service change requests, driver notes, pickup time of every collection, photos of extra bags, and payments are entered into our Route Manager software

database. Route Manager is a waste industry leading database program for managing all account data, service history and billing history.

Our customer service staff has call monitoring visuals on their computer screens at all times which displays if there are any callers on hold, which representatives are on calls, and which are available. Call Center Supervisors have the ability to “live-monitor” any call and will communicate with representatives who may need assistance on a call.

The resolution process to any customer call is guided by two principles:

- 1) *Our Customer Service Representatives are coached to **act as advocates** for the customers to ensure the customer’s complete satisfaction.*
- 2) *Each Customer Service Representatives **takes ownership of every call** and will make a **commitment** to resolve a customers inquiry during the intital call.*

Our managers and supervisors prioritize customer satisfaction, and are readily available to meet with any customer in person at the customer's location, whenever necessary. This commitment is aimed at ensuring that customers feel heard, understood, and well taken care of, reinforcing our dedication to providing exceptional service and support.

Customer Resources

We take pride in our comprehensive online resources designed to assist customers outside regular business hours. These tools empower customers to find answers to their questions, request services, access recycling information, and easily connect with us at their convenience.

Click to Order (online account setup)

This handy online portal allows new customers to review service options and subscribe to curbside collection programs, if they desire a self-service option outside of normal business hours.

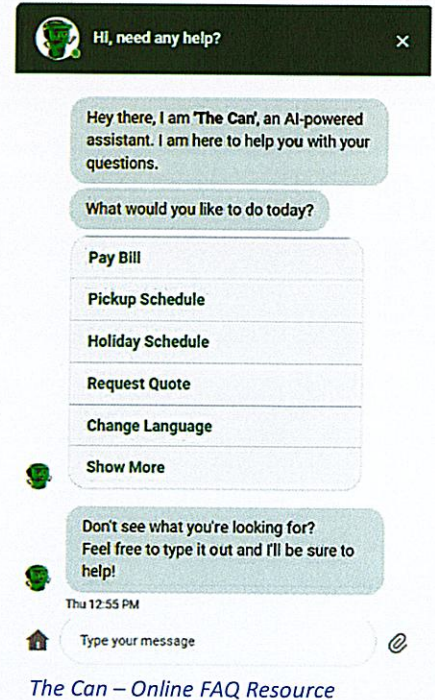
The Can (online FAQ)

Our website offers a virtual AI-powered assistant, available 24/7 to support customers with commonly asked questions, recycling information, and directions to other online resources.

Mobile App & Waste Wizard

We understand that many of our customers wish to have access to information about our services and their account online, accessible 24/7. Using our Mobile App or web-based widget on the Waste Connections website, allows our customers to access:

- Set Out Reminders – *receive a text or email the night before collection day*
- Recycling Guidelines and Program Updates
- Info on Community Recycling Opportunities/Waste Related Events
- Holiday Service Schedule
- Waste Wizard – *guidance on how to properly dispose of waste & recycling*
- Receive Service Notifications – *any delays due to inclement weather*



Embedding this resource on the CCOB website, provides another point of access for residents to not only check their service schedules, but also access **Waste Wizard** a searchable database to determine if an item is trash or recyclable, and if so, where to take the item for reuse, repurposing or recycling.

Waste Wizard Benefits Include:

- Lower contamination rates
- Increased diversion
- Establishes long-term trust in public recycling programs
- Supports proper disposal of hazardous waste
- Promotes an engaged & educated public
- Changes recycling behavior
- Reduces improper disposal

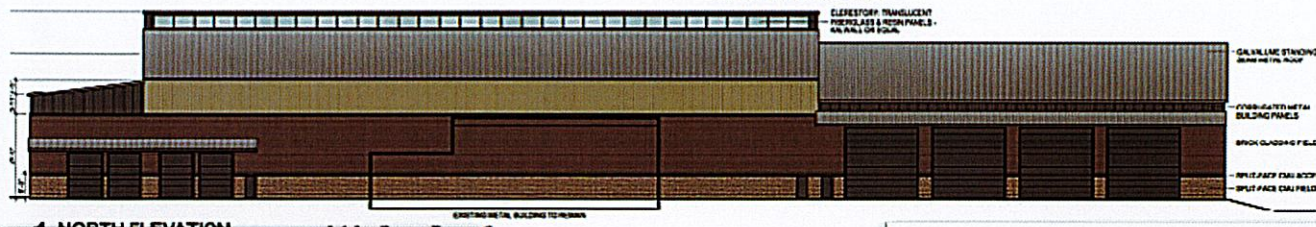
Proposed Facilities – Material Recovery Facility (MRF)

Waste Connections of Colorado, Inc. is in the initial planning phases for the development of an advanced Material Recovery Facility (MRF) dedicated to processing single-stream recycling in Commerce City and neighboring communities. Representing one of the largest investments in cutting-edge, environmentally friendly industrial infrastructures in Colorado, the total capital earmarked for this facility is approximately \$44 million. The Recyclable Material Processing Technology, a pivotal component of this initiative, accounts for \$22 million of this investment and incorporates innovative elements such as optical sorters and robots. Utilizing advanced artificial intelligence (A.I.), the facility will employ sophisticated mechanical sorting systems to enhance processing speed and elevate material quality, resulting in superior recycled product quality. Upon completion, the facility will have the capacity to process 240 million pounds of recycling annually.

Additional Benefits Include:

- Facility will add **90+ jobs** - 60 Waste Connections direct employees and 30 indirect jobs
- Create beneficial use to previously abandoned and blighted brownfield property
- State of the art fire suppression system for added safety
- **Expand recycling and increase waste diversion** efforts across Colorado, driving carbon footprint reduction
- Commitment to plant 560 new trees, shrubs, and ornamental grasses
- All material unloading, processing, and re-loading activities will be conducted in an enclosed building preventing any potential nuisance issues

4150 E. 60TH AVE
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO
ELEVATIONS



Community Support and Educational Events

At Mountain Waste & Recycling, our success is directly attributed to the support we receive from the communities we are fortunate to serve. It is a privilege to reciprocate this support through various means, including charitable donations, organizing engaging "Touch-A-Truck" events for children, supporting local non-profit organizations, and sponsoring community events. This commitment reflects our dedication to being active contributors to the well-being and vibrancy of the areas we call home.



High School Scholarships

As a committed community partner, we recognize the vital role our youth play in continuing the evolution of zero waste efforts.

Veterans Food Drive

In support of Veterans' in 2023 our team collected over ten (10) thousand food items to support local Veterans in need.



Charity Golf Event to support A Precious Child

Each year we host a Charity Golf event with the proceeds benefiting this wonderful children's organization in Broomfield. To further support their mission, Waste Connection will work with customers requesting bulky furniture pick up to **divert gently used items**, for the benefit of A Precious Child

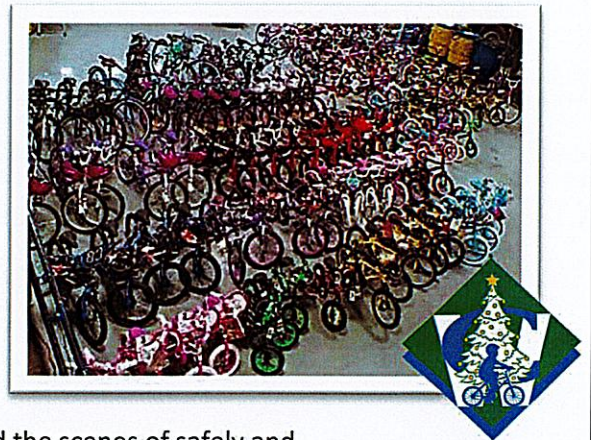
Empowerment Resource Center.

Annual Christmas Promise Bike Build Bike Build & Toy Donations

Each holiday season we partner with local charities to ensure families in need have clothing, gifts, food, and other household items needed to make the holidays a joyous time. We also build and donate bikes each year.

Touch-a-Truck Events

Touch-A-Truck events are an exciting opportunity for local school children to get up close with garbage trucks, to explore and learn about waste collection from friendly guides. These events leave a lasting impression, fostering appreciation for the unseen heroes behind the scenes of safely and responsibly serving our communities.



Organization Chart

Principal Officials Involved with City of Glenwood Springs Municipal Service

The team begins with Mark Cerisa Regional Vice-President, who has 20+ years of experience in all aspects of the industry gathered through his service in many areas of the country. He is supported by a team comprised of:

Bill Cira – District Manager: former local manager for Republic Services and Waste Connections and more than 16 years of management in local transportation/service companies.

Herman Aardsma – Operations Manager: former operations leader at Waste Management, MRI and other valley waste companies. Mr. Aardsma brings over 20 years of waste experience to the team along with the knowledge of collection methods and practices unique to this valley.

Jeremy Frees – Service Specialist: former MRI and Waste Management “go to” liaison recognized nationally for his management of major special events such as X Games, Food & Wine, U S Pro Cycling Challenge, and Jazz Aspen Snowmass. Mr. Frees has more than 19 years of waste experience in the Roaring Fork Valley.

Douglas Goldsmith -Sales Manager: former general manager Transit Waste & Recycling and the Bondad Landfill servicing the Four Corners area in Southwest Colorado. Mr. Goldsmith has more than 18 years’ experience managing municipality’s contracts and events in Colorado

The team is unmatched by any competitor and deeply experienced, not only locally, but nationally.

3. Comparable Project Experience



Name: City of Glenwood Springs

Location: City Recycle Center

Description of Project: Haul roll-off containers from City drop-off to Solid Waste Center or regulated MRF for processing

Project Dates: contract award date 2021

Municipal Point of Contact:

Name: Liz Mauro

Phone: (970) 945-5375

Email: elizabeth.mauro@cogs.us

Project budget or cost: *Due to confidentiality constraints with existing contracts, detailed information is not provided in public RFP responses. However, we are available for direct discussions with COGS to share specifics and address inquiries about the project scope.*



Name: City of Aspen

Location: Roll-off hauling – Recycling Center

Description of Project: Haul roll-off containers from City drop-off to Solid Waste Center

Project Dates: contract award date 2017

Municipal Point of Contact:

Name: Ainsley Brosan-Smith Waste Diversion Recycling Administrator

Phone: (970) 618-9757

Email: ainsley.brosnan-smith@aspen.gov



Mountain Waste & Recycling. RFP Response ~ RFP #2024-24 City-Contracted Recycling Hauling Services

Project budget or cost: *Due to confidentiality constraints with existing contracts, detailed information is not provided in public RFP responses. However, we are available for direct discussions with COWS to share specifics and address inquiries about the project scope.*



Name: Town of Silt

Location: Wastewater Treatment Facility

Description of Project: Haul roll-off containers to organics facility Glenwood Springs Co

Project Dates: contract award date 2019

Municipal Point of Contact:

Name: Casey Marron , Wastewater Plant

Phone: 970-456-2738

Email: cmarron@townofsilt.org

Project budget or cost: *Due to confidentiality constraints with existing contracts, detailed information is not provided in public RFP responses. However, we are available for direct discussions with COGS to share specifics and address inquiries about the project scope.*



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Mountain Waste & Recycling, Inc.

is a

Corporation

formed or registered on 05/21/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151224364 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/16/2024 that have been posted, and by documents delivered to this office electronically through 12/18/2024 @ 11:51:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/18/2024 @ 11:51:50 in accordance with applicable law. This certificate is assigned Confirmation Number 16818096 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item: Planning and Zoning Commission Appointments

Action Requested: Appoint commissioners to two alternate seats.

Department: Economic and Community Development

Presented By: Hannah Klausman

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: This was a work session item. This agenda item is for Council to take a vote if desired. See work session item for applications.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

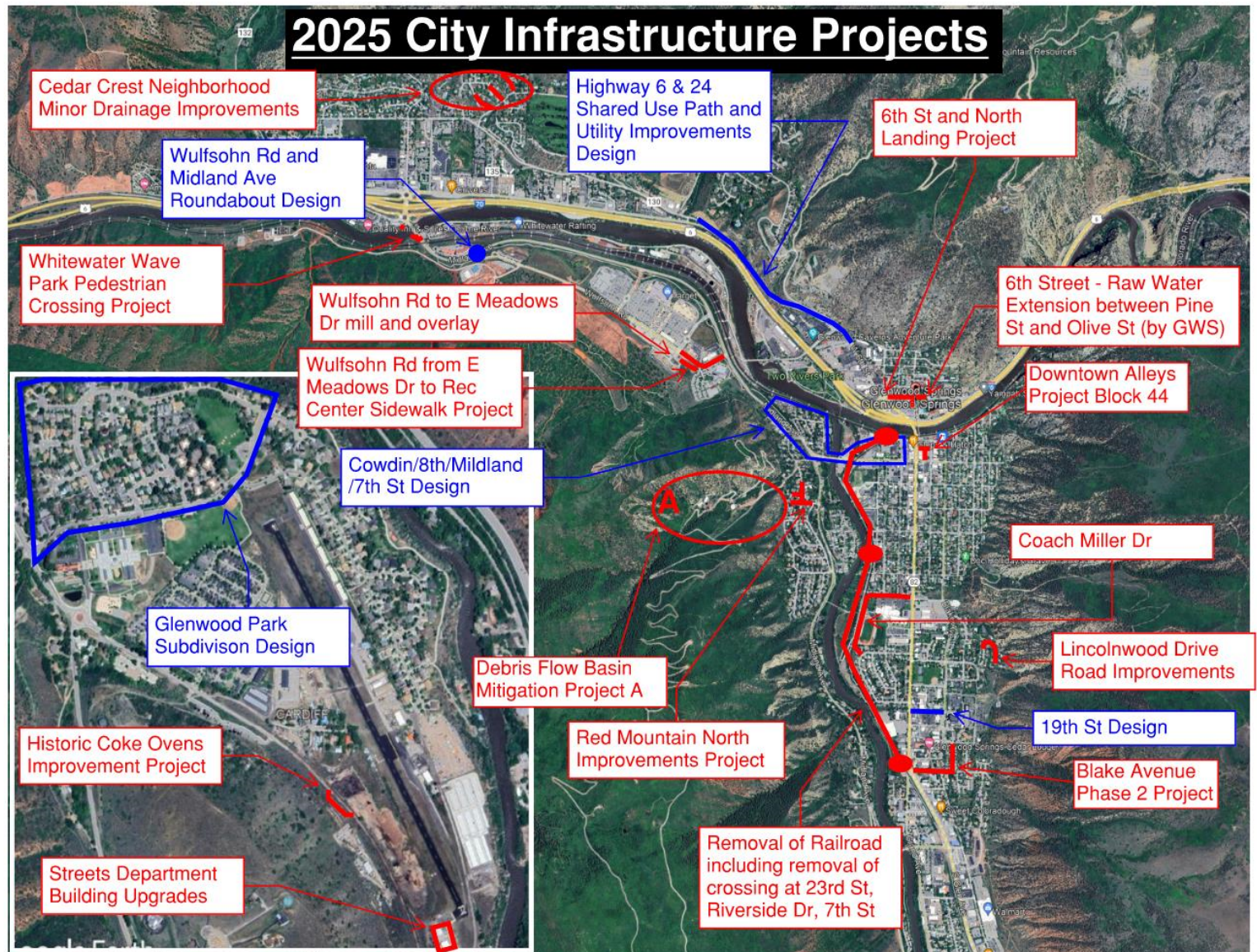
Agenda Item:	2024 Construction Project Wrap Up and 2025 Construction Preview
Action Requested:	N/A
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	Staff will present a summary of the construction projects completed in 2024 and will provide a list of projects planned for 2025
Issues:	N/A
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	N/A

2024 Infrastructure Project Update and 2025 Infrastructure Project Preview—January 2, 2025

Ryan Gordon, PE; City Engineer









2025 - Citywide Projects – Engineering and Public Works

1. Road/Street Condition Assessment Study
2. Stormwater Masterplan
3. Stormwater Infrastructure Mapping
4. River Corridor Master Plan
5. Water Tank Safety O&M
6. Miscellaneous sewer lining and water line replacements
7. Miscellaneous street repairs - sidewalk replacement/repair, pedestrian improvements, striping
8. Miscellaneous chip seal and overlap projects



2025 - Citywide Projects – Transportation

1. Bus Shelter Replacement Program
2. Micro Transit Pilot Project
3. TDM Program with CLEER
4. Projects recommended from CSAP
5. Bikeshare Planning

2024 Project Wrap-up and 2025 Project Preview

- Questions?
- Compliments?





City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item:	Resolution 2025-03; Habitat Memorandum of Understanding Amendment
Action Requested:	Consideration of amendments to the Memorandum of Understanding (MOU) with Habitat for Humanity for the 8th and Midland project.
Department:	Economic and Community Development
Presented By:	Hannah Klausman, Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Council approved a memorandum of understanding with Habitat for Humanity in December 2022 for the development of two City-owned parcels for affordable and workforce housing. Since that time Habitat for Humanity received entitlement to build a for-sale townhome project on property located at 8th and Midland Avenue. Since the time of execution, there have been significant changes to the project, including the determination that the Iddings Parcel, located on Airport Road, is not suitable for development, as well as major construction cost increases. Due to the changing situation, Habitat has proposed amendments for consideration to maintain the project's financial feasibility and function.
Issues:	Habitat for Humanity is requesting review of several amendments to the MOU. Those amendments are included below with reasoning: 1. Removal of all mention of the Iddings parcel, or mention of "two" projects. 2. Update the description of the 8th and Midland Project to reflect lower unit count of 6 units instead of the original 8. 3. Item 4. Fee Waivers and City Priorities. a. Increase the cost of a priority unit to \$150,000 for the first unit and decrease to \$150,000 for the second. Previous priority unit cost estimates were around \$108,000. The memorandum states that the City will receive priority units in exchange for fee waivers that meet the financial gap between the cost to construct a unit and the affordable sales price. The City agreed to waive all system improvement fees and building permit fees, which are estimated between \$100,000- \$120,000. The increase to \$150,000 for a priority unit reflects changing costs of the project that have increased the financial gap. b. Determination of whether the City wants priority units, up to 2. The memorandum stipulates that as part of contributions by the City, the City would have the choice to have two priority units for City employees. Given the increased costs of the priority units, Council should consider how many, if any, priority units the City chooses to utilize and fund. These priority units may be pooled with priorities in the Lofts Phase 3 to improve the likelihood that a priority unit is available to an employee at any given time. 4. Item 5. Other Employment Priorities. Increase employer priority unit allowances to a total of 4 priorities including in a combination of City purchased and other employer priorities. The memorandum was set up with a restriction that Habitat could only offer other priority units to employers in the same amount the City chose to utilize. Habitat for Humanity would like the ability to have 4 units offered as priority units whether to the City or other employers, as a way to further fund the project and maintain affordability. 5. Item 6. Sale of Units. a. Qualified income. Expand the limit on Area Median Income from 80% to 100% AMI. This will allow HFH to pull from a larger number of workers in need of

affordable housing.

b. Initial sales price. Increase the average initial target sales price to \$375,000 (regardless of price, units will be affordable to those making 100% AMI or less.)

Fiscal Impact: The priority unit determination requires additional funding from the City to utilize. Each priority unit, up to two, that the City desires will cost \$150,000, up from the original \$108,000. The cost of the second priority is also \$150,000.

Legal Review: Legal has reviewed the proposed amendments.

Staff Recommendation: Staff defers to Council.

Steve Boyd, City Manager

December 4, 2024

Re: Proposed Changes to The Confluence MOU between the City and HFH

Dear Steve, Pursuant to our earlier conversation, Habitat For Humanity (HFH) would like to propose a number of mostly small changes to the Memorandum of Understanding between the City and HFH dated 1/30/2023.

The majority of the changes are to clean up the document removing the Airport Road project from the MOU, (as you recall the cost of developing this site became cost prohibitive as a result of soils issues.) The other minor cleanup is to correct the description of The Confluence project as a result of land being removed from the developable area.

In addition to cleaning up the above we also wanted to propose changes that will allow HVH to move forward with the project. These changes reflect current market conditions and a better understanding of our target market.

Under Item 4.Fee Waivers/City Priorities. Given the increases in costs as a result of unforeseen project changes (loss of Airport Road, reduction of developable land at the Confluence, along with increased construction costs), the cost of priority to the City will be \$150,000 for the first unit and \$150,000 for the second. (our actual gap is estimated at \$231,365 for a 2 bedroom and \$397,329 for a 3 bedroom.) (We'd also like feedback on the City's intent to purchase a priority).

Under Item 5, Other Employment Priorities. Habitat wishes to clarify that it will seek up to a total of 4 priorities in a combination of City purchased and other employer priorities.

Under item 6. Sale of Units.

b . Qualified income, we'd like to expand the limit on Area Median Income from 80% to 100% AMI. This will allow HFH to pull from a larger number of workers in need of affordable housing.

d. Initial sales price- as a result of greater costs and loss of economy of scale (going from 2 projects and 20 units to 6 units), we need to increase the average initial target



sales price to \$375,000 (remembering that regardless of price our units will be affordable to those making 100% AMI or less.)

Please do not hesitate to reach out to Gail or I, if you have any questions?Sincerely,

Sheryl Bower
Chief Operating Officer
Habitat For Humanity Roaring Fork Valley

Exhibit B: MOU

EXECUTION VERSION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 30th day of January, 2023 by and between the City of Glenwood Springs, a Colorado home rule municipality (the "City") and Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation engaged in the production of affordable workforce housing ("Habitat").

RECITALS

- A. In response to the City's Request for Proposals to develop affordable workforce housing projects on City-owned property (RFP—2022—01P), Habitat submitted a proposal ("Proposal") to develop eight (8) condominium units on the City's land at the intersection of 8th Street and Midland Avenue in Glenwood Springs (the "8th & Midland Project") and up to twelve (12) units on the City's land on Airport Road in Glenwood Springs (the "Airport Road Project"). After review of the proposal, the City Council selected Habitat to be its "Development Partner" and invited Habitat to prepare, submit and process applications for Minor Site/Architectural Plan Review for each Project.
- B. Habitat and the City desire to set forth herein the terms, conditions and procedures by which Habitat will seek Project approvals and, upon receiving such approvals, undertake to develop each site, construct approved residential structures and other improvements, select qualified initial buyers, sell completed units to such buyers and record necessary condominium/townhome and homeowners association documents, as well as an appropriate declaration of affordable housing deed restrictions.
- C. While respecting the City's land use and design approval process and the authority of the City Council to approve or deny applications for approval, the Parties shall cooperate and collaborate in the review process in order to design the Projects to satisfy the City's development standards and the affordable workforce housing objectives of each Party, as described in the Proposal, to wit: to provide permanently deed restricted ownership housing to low and moderate income families and individuals who live and work in the City of Glenwood Springs.

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

1. Land Use and Permit Approval Process.

- a. Minor Site/Architectural Plan Review. Both Project Sites are currently zoned to permit the proposed developments. Pursuant to the provisions of section 070.060 of the City's Land Use Code, Habitat will work with the City's Planning Director and staff to prepare, submit and process applications for preliminary and final approval of site plans and preliminary architectural designs for the 8th & Midland and Airport Road Projects, which will include a public design charrette to be organized, noticed and conducted by Habitat, at a time and location acceptable to the City, prior to the submission of the applications.

- b. Schedule. A preliminary schedule for the approval and development process is attached hereto as Exhibit "A".
- c. City Obligations. In order to assist Habitat in the preparation of site plans for each Project, the City hereby authorizes Habitat to obtain a survey of each Project Site and to arrange for a soils and geologic analysis of each Project Site. Habitat shall order and supervise such work and the City shall reimburse Habitat for its costs within thirty (30) days of a fully submitted land use application. The City shall also be responsible for any improvements that may be required to the 8th Street and Midland Avenue intersection including lengthening the turn lane from the access road to the 8th & Midland Site onto 8th Street.
- d. Specific Habitat Requirements. In addition to satisfying the requirements of the City's Land Use Code and Engineering Standards applicable to each Project, Habitat, as developer, shall be responsible for the following:
 - (1) Providing adequate traffic reports for each Project Site.
 - (2) Providing a drainage report for each Project Site.
 - (3) Providing an easement for utilities along Airport Road, in a form and substance acceptable to the City, on the Townhome Plat for the Airport Road Project.

2. Conveyance of Project Sites.

- a. Timing. Upon obtaining all approvals for development of both Projects, but prior to the issuance of building permits, the City shall convey, by General Warranty Deed, fee simple title to the Project Sites (as described on Exhibits "B" and "C") to Habitat, free and clear of all liens and encumbrances except those that are acceptable to Habitat. The consideration for each Project Site is \$10.00 to be paid upon conveyance.
- b. Condition of Title/Title Insurance. In order to confirm title and to determine the acceptability of liens and encumbrances burdening the Project Sites, the City shall provide Habitat with a title commitment for each Project Site with an insured value of \$500,000. The Commitments shall be delivered to Habitat within twenty (20) days after the date hereof. Habitat shall have fifteen (15) days from receipt of the Commitment to provide written notice of any unacceptable title conditions. If no notice is provided, Habitat shall be deemed to have accepted the condition of title. If notice of any unacceptable title condition is provided, the City shall undertake to cure or resolve the condition to the reasonable satisfaction of Habitat within thirty (30) days after receipt of such notice. If the unacceptable title conditions are not resolved within such time, Habitat may terminate this MOU, in writing, whereupon both Parties shall be released from any further obligations hereunder. Within a reasonable time after conveyance of the Project Sites to Habitat, as provided above, the City shall provide policies of Title Insurance in the amount of \$500,000 per Project Site subject only to those title conditions acceptable to Habitat.

3. Development of the Project Sites.

- a. Habitat Responsibility. Following the receipt of all required land use approvals and upon obtaining title to the Project Sites, Habitat shall undertake, at its expense, to develop and complete the 8th & Midland Project and the Airport Road Project within the timeframe described on the attached Schedule, as such schedule may be modified in the approval process.
- b. Building Permits/Certificates of Occupancy. Habitat shall be responsible for obtaining building permits and certificates of occupancy for each Project.
- c. Financing. Habitat shall be responsible for obtaining any construction financing required to complete the Projects, which may be secured by a Deed of Trust on the Project Sites.

4. Fee Waivers/City Priorities. In the event that the City is unsuccessful in securing a grant from the Department of Local Affairs IHOI program to include city fees, the City agrees to waive the development fees described on Exhibit "D" in order to reduce Habitat's anticipated funding gap. In exchange for obtaining the grants or waiving fees, Habitat will provide up to two priorities, at the City's election, for the benefit of qualified City employees in the purchase of completed units in either Project. The City shall be entitled to one (1) unit priority for a fee waiver, or other financial support, which is equal to Habitat's funding gap for that unit. The funding gap per Project shall be determined by subtracting the net revenue from the sale of units from the actual cost incurred by Habitat, divided by the number of units in each Project. The priority program will be managed in accordance with the draft Memorandum of Understanding attached hereto as Exhibit "E".

5. Other Employment Priorities. Habitat shall be entitled to provide a priority or priorities equal to the number of City priorities established pursuant to paragraph 4, above, for employers with places of business within the City limits or the 81601 zip code. Habitat shall be entitled to select the employers who will be eligible for such priorities. The eligible employers shall contribute to Habitat an amount equal to the funding gap defined in paragraph 4, above, which will be utilized by Habitat to defray Project costs.

6. Sale of Units.

- a. Buyer Selection. After conveyance of the Project Sites pursuant to paragraph 2 above, Habitat shall initiate its Homeowner Selection Process and Criteria in order to create a list of qualified buyers, including employees of the City, for completed units within each Project. Qualified buyers shall be prioritized based upon geographic area of employment and length of residency. Buyers who are employed within the City limits shall have first priority and buyers employed within the 81601 zip code shall have second priority. Buyers with at least two (2) years of residency within Habitat for Humanity's service area (defined below) shall have priority among Buyers who satisfy the foregoing employment requirement.

- b. **Qualified Income.** The maximum household income for qualified buyers in the 8th & Midland Project, and seventy five percent (75%) of the qualified buyers in the Airport Road Project, is eighty percent (80%) of the Area Median Income for a four (4) person household. The maximum household income for the remaining twenty five percent (25%) of the qualified buyers in the Airport Road Project is one hundred percent (100%) of the Area Median Income for a four (4) person household.
- c. **Employment.** Buyers must be employed at the time of purchase, on a fulltime basis as that term is defined in the City's regulations, within the Glenwood Springs City limits or within the 81601 Zip code, with priority for buyers employed in Glenwood Springs, as provided in paragraph 6.a, above. After acquisition, each Owner must continue to be employed on a fulltime basis within the Roaring Fork Valley from and including Glenwood Springs to and including Aspen or the Colorado River Valley from Glenwood Springs to and including Parachute ("Habitat for Humanity's service area").
- d. **Initial Target Sale Prices.** Habitat expects that the initial average price of the 8th & Midland condominiums will be \$250,000 and that the initial average price of units in the Airport Road Project will be \$325,000. Habitat reserves the right to adjust the initial target prices as needed.
- e. **Buyer Financing.** Habitat shall arrange for buyer financing with lenders and on terms reasonably acceptable to the City.
- f. **Deed Restriction.** In order to assure long-term affordability of the units constructed and sold within each Project, the initial sale and resale of all such units will be subject to a Declaration of Deed Restriction in the forms attached hereto as Exhibits "F" and "G".

7. **Miscellaneous Provisions.**

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

Habitat for Humanity of the Roaring Fork Valley, Inc.:	53 Calaway Court Glenwood Springs, CO 81601
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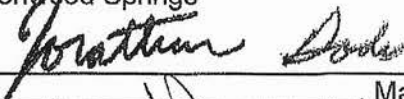
City of Glenwood Springs:	101 W 8th Street Glenwood Springs, CO 81601
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- b. **Termination.** Habitat shall be entitled to terminate this MOU if it determines, in its judgement, that the cost of the Projects, including site development costs, are excessive and will result in a funding gap that is unacceptable.
- c. **Assignment.** Habitat shall be entitled to assign its rights and obligations under this MOU to a Colorado limited liability company owned or controlled by Habitat.

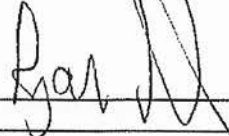
- d. Colorado Law. This MOU shall be construed and/or interpreted in accordance with Colorado law.
- e. Litigation. In the event of litigation regarding this MOU, venue shall be in the district court in and for Garfield County, Colorado. The prevailing party in any such litigation shall be entitled to an award of its costs and reasonable attorney's fees.

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

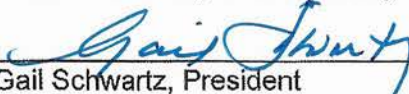
City of Glenwood Springs

By , Mayor

Attest:

By , City Clerk

Habitat for Humanity of the Roaring Fork Valley, Inc.

By 
Gail Schwartz, President

Habitat for Humanity Confluence Project

Hannah Klausman
Community Development Director

Thursday, January 2, 2025



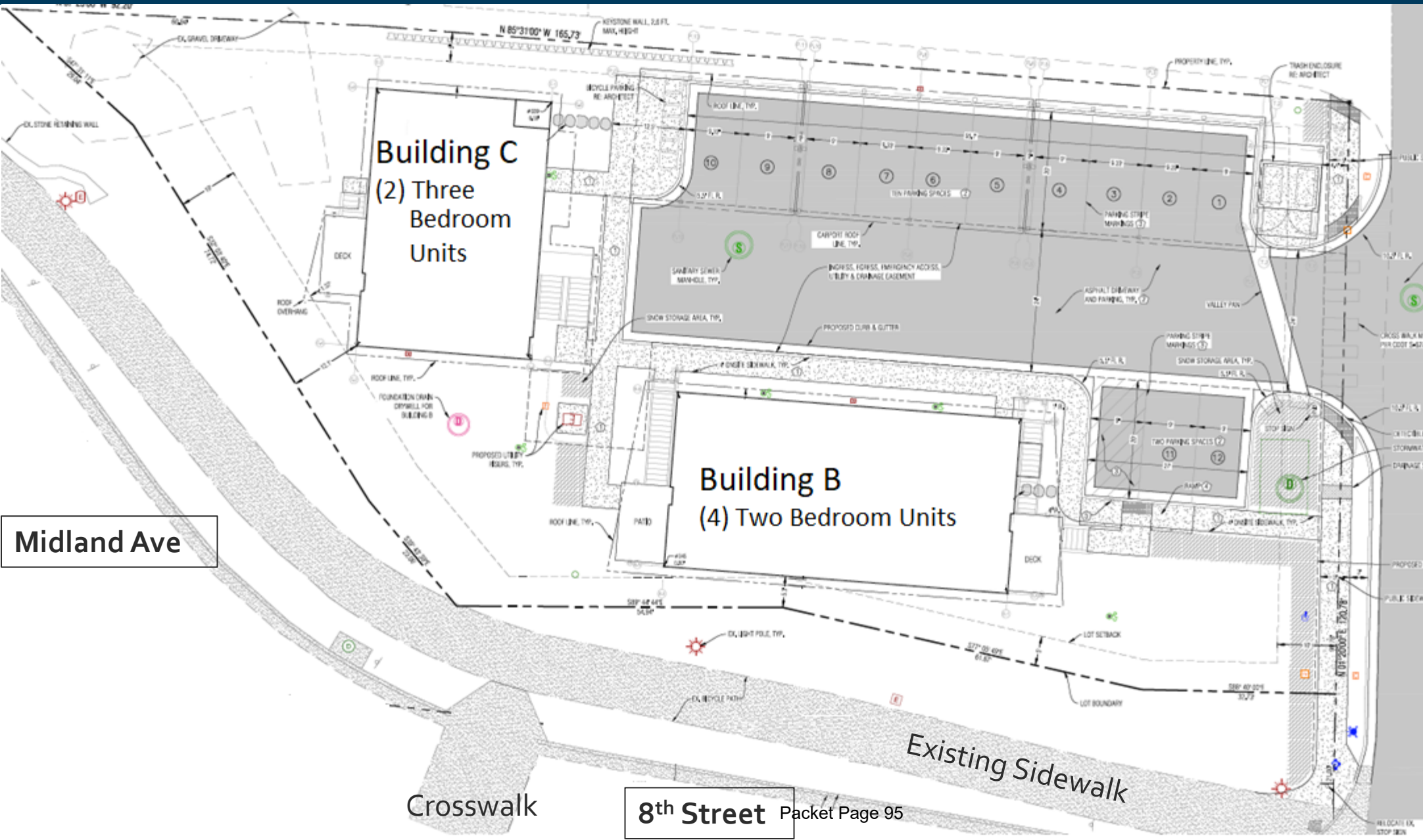


THE CONFLUENCE MULTIFAMILY HOUSING

8TH STREET & MIDLAND AVENUE
GLENWOOD SPRINGS, CO 81601



Habitat for Humanity Confluence Project Site Plan



Summary:

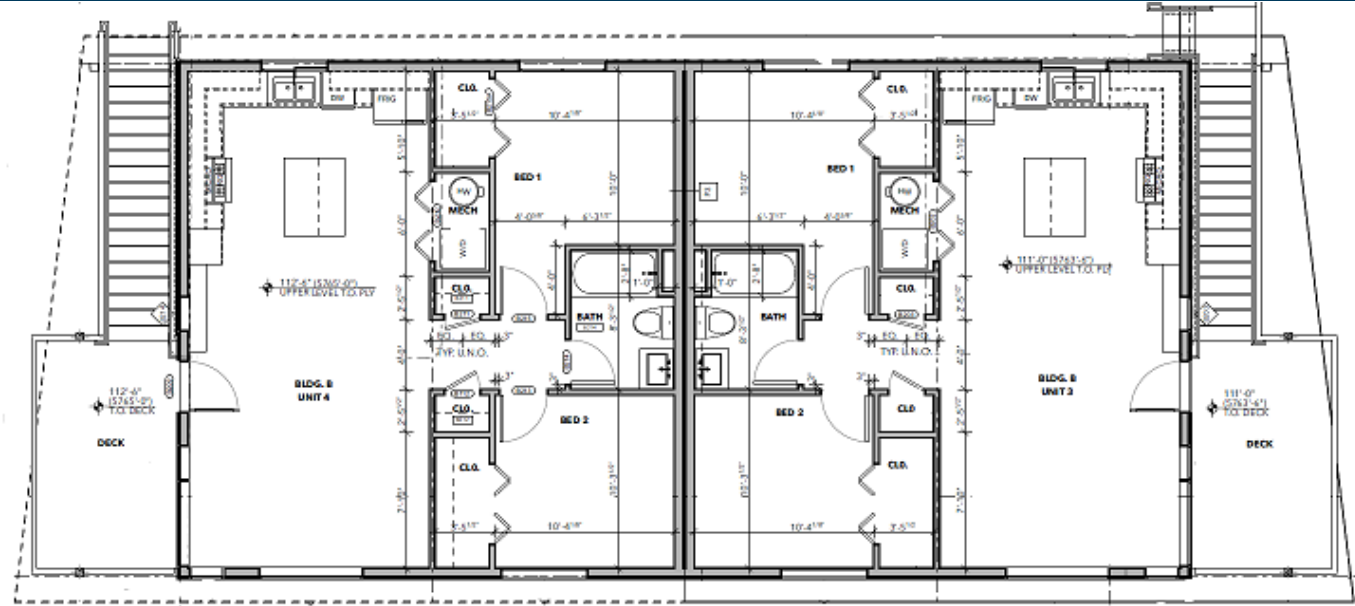
6 Units

2 Three Bedroom
1238 Square Feet

4 Two Bedroom
855 Square Feet

12 parking
spaces

Building B, Two Bedroom Unit Layout

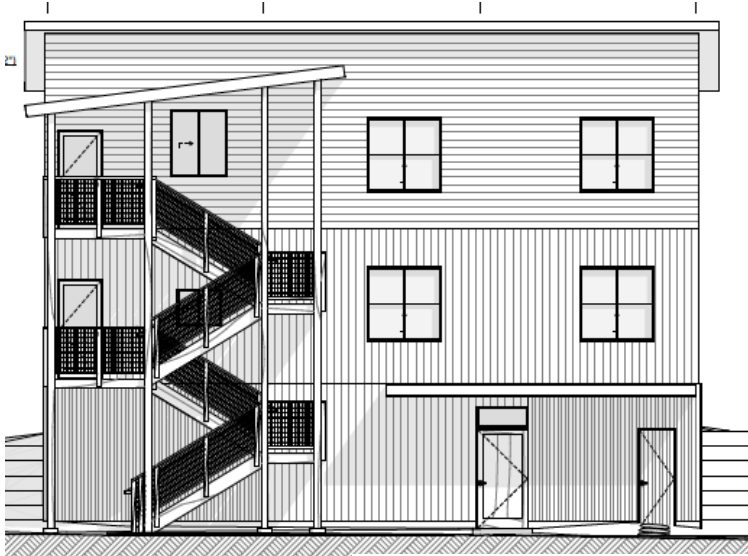


BLDG B ELEVATION EAST

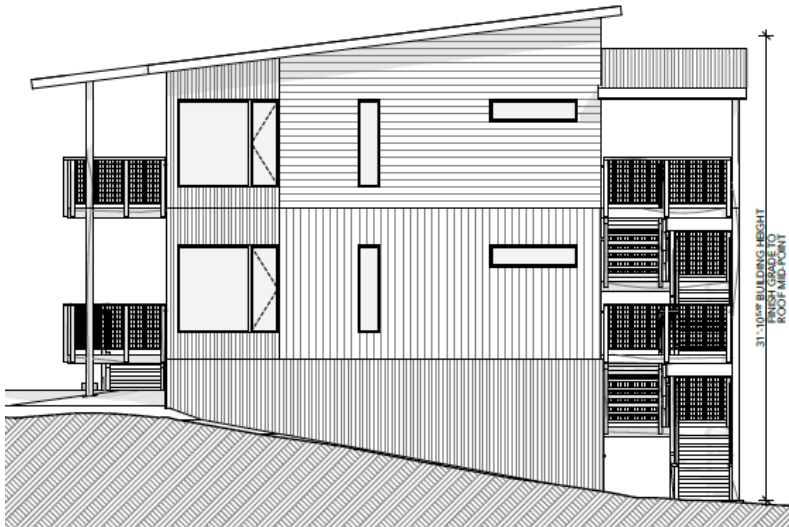


BLDG B ELEVATION SOUTH

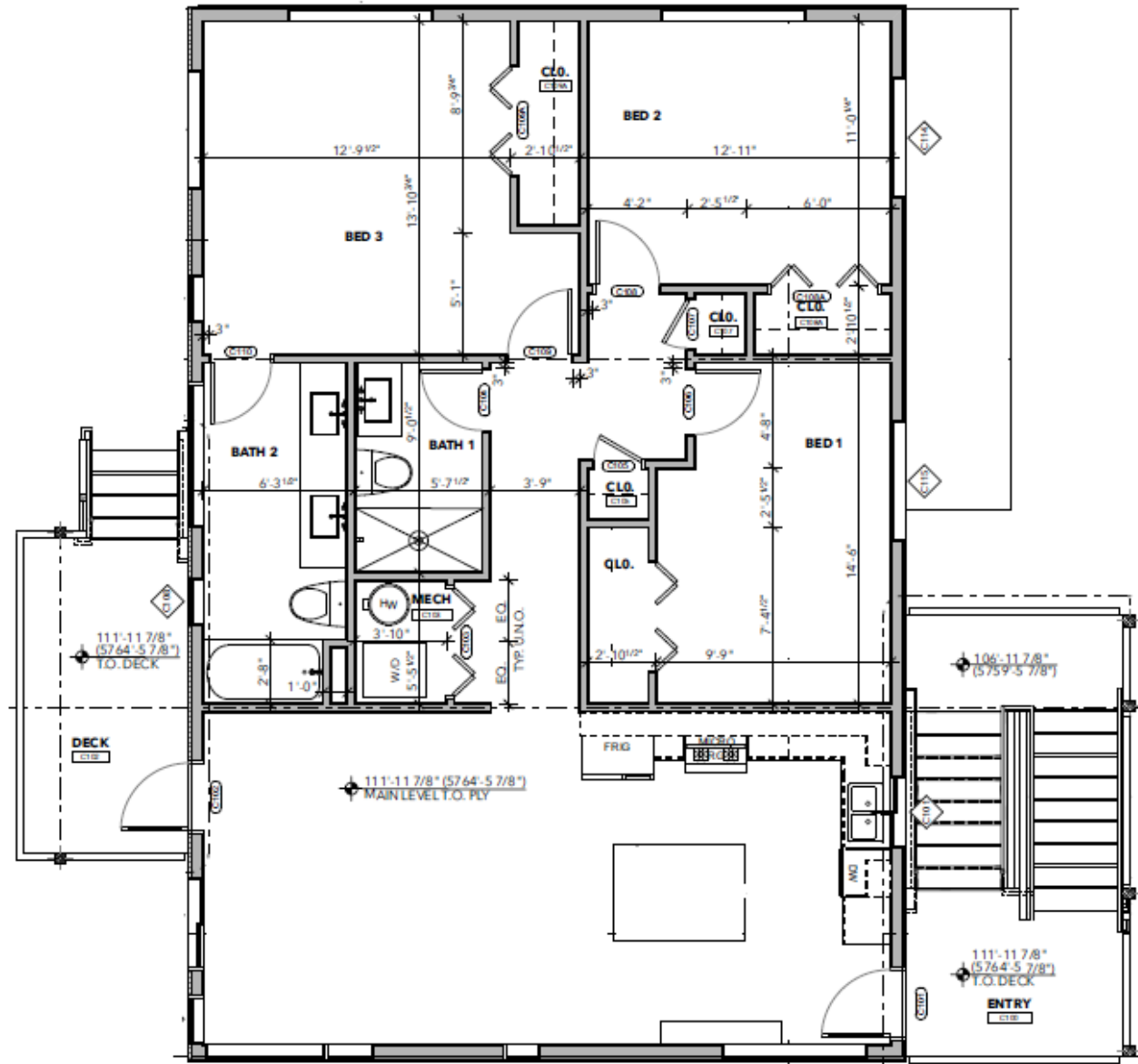
Building C, Three Bedroom Unit Layout

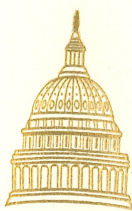


BLDG C ELEVATION EAST



BLDG C ELEVATION SOUTH





UNITED STATES SENATOR

JOHN HICKENLOOPER
COLORADO

December 17th, 2024

Mayor Ingrid Wussow
The City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Dear Mayor Wussow and friends,

I would like to extend my warmest congratulations on recently being recognized by the U.S. Department of Agriculture with their Forest Service Cultural Diversity Award. This award speaks volumes to the care and passion and you all have for your vibrant community. Thank you for your dedication and attention to everyone in your community. It's beautiful to witness communities coming together to support and uplift their neighbors, especially in the ways you all have in Glenwood Springs. Keep up the good work!

Sincerely,

John Hickenlooper
United States Senator

NOT PRINTED AT GOVERNMENT EXPENSE



City Council
STAFF REPORT
City of Glenwood Springs
January 2, 2025

Agenda Item: Executive Session regarding Mitchell Cooper Litigation

Action Requested:

Department: City Administration

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: