



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
NOVEMBER 1, 2018
101 W. 8TH STREET
6:00 PM

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time.

The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

TIME	ITEM	PRE-MEETING	ACTION
9:00am	1	Review of Regular Session Agenda	Information/Discussion
	2	Future Agendas	Information/Discussion
	3	Council Comments	Information
	4	City Manager Update	Information
9:30am	5	Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b) and (e), related to Boy Scout Trail, Two Rivers Project, Parking, South Bridge and The Confluence	Information/Discussion
MORNING WORK SESSIONS			
10:30am	A.	South Canyon Landfill	Information/Discussion
AFTERNOON WORK SESSIONS			
3:30pm	A.	Additional Contract Services for the US EPA Brownsfield Area-Wide Planning Services Contract/Stromberg/Garrigan & Associates, Inc.	Discussion and/or Action
4:00pm	B.	Downtown Parking	Information/Discussion
5:00pm	C.	Tourism and Promotion Board	Information/Discussion
5:45pm	Meeting Set-up		
6:00pm	REGULAR SESSION		
	6	Roll Call	Quorum
	7	Pledge of Allegiance	
	8	Agenda Changes	Information
	9	Conflict of Interest Disclosure	
	10	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	Information Only
	11	Council Comments	Information/Discussion
	12	Consent Agenda	Discussion and/or Action
	A.	Receipt of Minutes of the October 4, 2018, October 18, 2018 Regular Meetings and October 22, 2018 Special Meeting	Discussion and/or Action

B.	Resolution 2018-54; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Local Parks and Outdoor Recreation (LPOR) Grant to Improve Access and Amenities at Two Rivers Park	Discussion and/or Action
C.	Resolution 2018-55; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Grant to Develop a Plan for Parkland in the South Canyon Area	Discussion and/or Action
D.	Resolution 2018-56; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Mini Grant to Make Improvements to Axtell Park.	Discussion and/or Action
E.	Appointment Downtown Development Authority - Jon Zalinski	Discussion and/or Action
13 ACTIONS OR PRESENTATIONS		
A.	LIFT-UP, Catholic Charities and Salvation Army	Presentation
B.	Vacation Rental Public Engagement Timeline	Discussion and/or Action
C.	Ordinance No 23, Series 2018, An Ordinance of the City of Glenwood Springs, Colorado Temporary Moratorium on the Acceptance and Processing of New Vacation Rental Permit and Business License Applications (SECOND READING)	Discussion and/or Action
D.	Resolution 2018-47; A Resolution of the City Council of the City of Glenwood Springs Colorado, Adopting a Policy and Authorizing Implementation of an Updated Neighborhood Traffic Calming Policy	Discussion and/or Action
E.	Resolution 2018-57; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Budget for Fiscal Year 2019 a. 2019 Electric Budget b. 2019 Tourism Budget	Discussion and/or Action
F.	Financing Documents for Bond Issuance Ordinance No 25, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Approving a Loan Evidenced by Sales and Use Tax Revenue Notes Issued in One of More Series, to Finance Capital Projects Authorized by City Electors in 2016; Approving the Note Form and Loan Repayment from a Pledge of Sales and Use Tax Revenues Credited to the Acquisition and Improvement Fund; and Providing Other Details and Approving Documents Related to the Loan (FIRST READING)	Discussion and/or Action
G.	CONTINUED CITY COUNCIL REMOTE ATTENDANCE AT MEETINGS Ordinance No 20, Series of 2018; An Ordinance of the City Council of the City of Glenwood Springs, Colorado Amending Article 020.030 of the Glenwood Springs Municipal Code by the Addition of Section 020.030.120 to provide Terms and Conditions for Limited Electronic Participation by Members of City Council at City Council Meetings (FIRST READING CONTINUED)	Discussion and/or Action
H.	Additional Contract Services for the US EPA Brownsfield Area-Wide Planning Services Contract/Stromberg/Garrigan & Associates, Inc.	Discussion and/or Action
I.	South Canyon Landfill Decision	Discussion and/or Action

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| 14 | Report from City Administration | Information |
| | A. City Manager | |
| | B. City Attorney | |
| | C. Correspondence Incoming/Outgoing | |
| 15 | Council Reports on Boards, Committees and Commission Meetings | Information |
| 16 | Adjournment | |



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: South Canyon Landfill

Action Requested: This work session is for staff to present information to Council about the steps and timing of a plan to determine what we will do when the contract with our existing operator ends in April 2019.

Department: Public Works

Presented By: Robin Millyard, Public Works Director

Background Info: Our contract with Heartland ends next spring. The options we are considering are taking the landfill operations out to bid or take landfill operations in-house.

Issues: Cost, timeline, ability for the City to self-perform. There is a landfill agenda item in the evening session. Ideally Council will be able to give staff direction at that time. However, the relevant information will be walked into this work session so Council will not have had the opportunity to review the information prior to November 1.

Staff Recommendation: Staff defers to Council



City of Glenwood Springs South Canyon Landfill

Cost Comparison of Operational Options

Draft Report

October 19, 2018



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Introduction

In April, 2018 Blue Ridge Services, Inc. (BRS) contracted with the City of Glenwood Springs to perform a study to assess the cost comparison of operational options for the City's landfill. The landfill is currently operated under contract by Heartland Environmental Services.

This study developed a financial model of the landfill's operation, comparing a contractor operation to a City operation. The study will assist the City in deciding how to proceed with future landfill operations. Several options are on the table and are discussed later in this report.

BRS initially submitted a questionnaire to the City to gain an overall picture of landfill operations. BRS also utilized the data provided from this questionnaire to analyze the current and potential operational options.

BRS President Neal Bolton P.E. visited Glenwood Springs in June, 2018 to perform on-site observations and analysis. During the site visit he collected photographs, observed landfill operations and conducted interviews and assessments of the facility.

Subsequently, Neal was able to speak at length with the owner of Heartland Environmental Services – the current (contract) operator of the landfill.

In October, 2018 Neal Bolton met with the City staff to present BRS initial findings. This report is based from that initial presentation and the comments received at that time.

Summary and Recommendations

Landfill Operations

The South Canyon Landfill is a good landfill. Its location provides easy, convenient access to most Glenwood Springs waste generators and haulers – yet has plenty of privacy. The landfill has no close neighbors – a fact that helps minimize potential issues related to odor, noise, birds, dust, traffic and other nuisance issues common to many landfills. The facility appears to be organized and well-run. However, are concerned base operations cost – as well as the cost of many of the peripheral activities.

In general, we believe the City’s focus should be on actual landfill activities – Pushing, Compacting and Covering the trash – and that most of the peripheral activities should be eliminated. Areas where we propose change are listed here:

Compost Operation

BRS recommends discontinuing the compost operation due to excess cost associated with it. The compost lagoon can be utilized as another evaporation pond and all dredging’s can be landfilled.

Concrete Crushing Operation

The landfill should be selective in terms of only crushing concrete that is too large to use *as-is*. In some cases, the concrete rubble can be directly applied as base for tipping pads and roads within the site and compacted by a bulldozer. The landfill should develop a detailed fill sequence plan that will identify the location of future tipping pad(s) and roads, so that those pads be constructed a year or more prior to them being used and the concrete placed there by customers – to minimize multiple handling by landfill staff.

Material Movement

BRS recommends that the placement of materials and processes be assessed to eliminate inefficiencies and travel distances.

Tipping Fees

BRS recommends that the City *consider* increasing tipping fees to the level of at least the next highest landfill in the area to increase potential revenue. However, we caution that this should only be done after careful consideration of the local “waste” market.

Cost Model

We ran a basic cost model to determine the approximate cost of the City operating the landfill. This cost model was based on our proprietary LFCost Model. The results of that model indicate that the additional costs cost to operate the facility would be just over \$1million per year – compared to the current contractor cost of \$1.985million per year.

It should be noted that our \$1million cost includes approximately \$135,000 for handling sludge, composting and recycling. This cost reflects a reduced emphasis on these activities – as explained later in this report. Our cost model also includes some additional overhead and contingency – which could increase the overall cost to \$1.3million per year.

Ranking System

Under our ranking system, we believe the preferred option is for the City to operate the landfill.

Operation of the Landfill

We strongly recommend that the City shift the focus of the landfill operation to the basic process of waste disposal. The peripheral activities are not cost-effective, nor are they producing enough benefit to justify their cost.

Throughout the North-American waste industry, most landfills are owned and operated by the same entity, be it a City, County or private company. However, there are many instances where the landfill owner contracts with an outside contractor to run the landfill – similar to what is currently being done in Glenwood Springs. This contracted scenario can work well, but it does have some inherent issues where the perspective and goals of the owner and operator may differ – and will in some cases be in direct opposition. Some of the more common issues include:

Airspace Utilization

Landfill airspace is the primary commodity that the landfill provides, but it can also be a point of conflict between the owner and contract operator. From the owner's perspective, conserving airspace (and its potential future revenue) is very important. Accordingly, for the owner there is a strong incentive to maximize waste compaction, reduce cover soil usage, and generally spend the money

necessary to reduce airspace consumption and extend landfill life as much as possible.

Conversely, from a contractor's perspective, while airspace may still be important, there is also a strong incentive to reduce operating costs. Unless there are strong performance standards (i.e., landfill compaction targets) established in the contract, future airspace is simply not that valuable to the contractor.

This explanation is not in any way intended to be a reflection of any contractor's ethics or desire to do a good job. It's just a fact of the different perspectives of an owner and contractor.

Planning and Development of Site Improvements

Similar differences can exist in regard to landfill planning and development of site improvements. Again, the owner's goal is often to maximize long-term efficiency and economy of the landfill, while the contractor's goal is to minimize cost during the contract period. As an example, on a similar project, the contractor was excavating daily cover soil from the easiest (and lowest cost) location, but this did not coincide with where the next lined cell was to be constructed (after the end of the contract). So, while the contractor was minimizing his costs, he was not minimizing the future cost to the owner by *pre-excavating* for the next lined cell.

Environmental Protection

Landfills are a permanent feature, which is why the landfill owner is required to provide groundwater monitoring and other *post-closure* maintenance... indefinitely. Along that same line, the landfill owner is typically first in the line of responsibility for any landfill-related environmental problems, costs or liability. For this reason, the owner is typically very motivated to maintain regulatory compliance and environmental integrity.

Again, this is not to say that a reputable contractor will not do his best to protect the integrity of the landfill – but in the end, it is the owner who is on the hook for any future problems.

Future Options

Through our evaluation of the South County Landfill, we have identified a number of options available on a *moving forward* basis, including:

1. Extend the Current Contract

The easiest option would be to simply extend the existing contract, using essentially the same scope of work and revising the Terms and Conditions to reflect whatever period of extension desired.

2. Renegotiate the Current Contract

There is also an opportunity to renegotiate the current contract, to tighten up specific areas that could reduce costs and provide increased benefit to the City.

3. Re-bid the Operation with a Scope of Work

The entire operating contract could be re-bid, allowing the opportunity for other contractors to compete for this work. This provides the same opportunity for updating the Scope of Work and Terms and Conditions as the “renegotiate” option, in a more competitive setting.

4. Re-bid the Operation with a Hybrid Scope of Work

Similar to option 4, the operation could be re-bid, with the scope limited to providing only equipment and equipment operators. Under this hybrid scenario, the City Landfill Manager would have the ability to direct the contractor’s work force, which would effectively be a hired staff.

5. Internalize the Operation of the Landfill

Finally, the City could internalize all aspects of landfill operation. This option would provide the City with the maximum amount of control over the processes and costs associated with landfill operation. This option will allow the City to make decisions that provide them with the most overall benefit.

We strongly recommend that the City review and understand these five options, but based on our experience in the industry, our review of this facility, and the ability to reduce cost, and provide maximum control and flexibility, we strongly recommend the City go with option number 5 – To internalize the operation of the landfill.

Findings

We believe that there are some immediate opportunities for operational improvement that will reduce cost and will present these followed by our assessment of the optimal landfill operations cost. We will review:

- The Compost Operation
- The Concrete Crushing Operation
- Material Movement
- Tipping Fees
- Operational Cost Model
- Ranking System for City Options

Compost Operation

The landfill produces compost from the following materials:

- Septic Waste - Septic waste material is received year-around at the landfill. From May-September, this material is placed into 2 evaporation ponds. During these warm, dry months, much of this material evaporates. However, during the remainder of the year, this material is mixed with green waste and cardboard to create a compostable material.
- (Restaurant) Grease - Restaurant grease waste is not placed in the evaporation pond, but is instead blended with cardboard and processed green waste in preparation for composting.



Sludge-Drying Pad

- Carwash Sump Material - Carwash sump material is also blended with processed green waste and cardboard for composting. During summer months, the volume of this material typically doubles what comes in during the winter.
- Green (yard) Waste - Green waste, which consists of branches, leaves, grass clippings and other vegetation, is processed (by a grinder) and mixed with other materials for composting.
- Cardboard - Segregated cardboard waste comes into the landfill and is periodically “dunked” into the above listed wet wastes, then mixed into the compost process.



Processed Green Waste



Cardboard Storage Area

All of these materials are ground up, blended, periodically turned (flipped) screened and cured to make a compost product. But, even though the finished compost material is an attractive product, the entire process operates at a significant loss. In fact, in 2017, the City paid the contractor \$386,228 to produce compost – and only generated \$56,920 in revenue... for an annual loss of \$329,308.

Paid to Heartland 2017	City Revenue 2017	Gap
\$386,228	\$56,920	\$329,308

We recognize that some of these high-moisture materials generate revenue, and that by receiving them, the landfill is providing an important service to a portion of the community. But from a business perspective, we do not believe that a relatively small landfill can afford to continue subsidizing activities such as composting.

From this perspective, we strongly recommend that the City stop producing compost at the landfill. Other options may include some combination of the following:

- Simply landfill all inbound (non-liquid) waste material;
- Minimally processing the green waste to create a rough mulch that could be applied to perimeter landfill slopes as ground cover or erosion control;
- Stockpile compostable material and arrange to have an outside composting company export or process the material;
- Expand the size of the evaporation ponds and install additional systems to help increase evaporation – so that all inbound septic waste and carwash sump material can be evaporated. It may be necessary to construct/utilize separate evaporation ponds for these two material types.
- Limit the receipt of restaurant grease to material that does not contain free liquids – and simply landfill this material.
- The residual solids in the evaporation ponds will need to be removed periodically (probably every 1-3 years). This material could – when dry and with proper testing – be landfilled or perhaps used as Alternative Daily Cover (ADC).



Stockpile of Compost

In the short-term, we recognize that some money will need to be invested to enlarge or create additional evaporation pond capacity. It is beyond the scope of our assessment to determine those costs. However, based on our experience, we strongly believe this will be a much more economical and sustainable option – than the current composting process.

Concrete Crushing Operation

It is common practice for landfills to construct all-weather roads and tipping (unloading) pads. Typically, this includes placing a layer of gravel or concrete/asphalt rubble on the landfill roads or tipping pads.

In 2017, the landfill received 1,762 tons of clean (dirt-free) concrete (at \$20/ton) and 1,994 tons of dirty concrete (at \$40/ton). Combined, this material generated approximately \$115,000 in revenue. This material was crushed by the landfill contractor at a cost of \$25,000, netting approximately 3,634 tons of finished gravel.

In this instance, the landfill ended up with \$90,000 in revenue and 3,634 tons of gravel. This is good business.

We suggest that the landfill continue receiving clean and dirty concrete, with the following recommendations to further improve the operation:

- Identify ahead of time, where all-weather roads and pads will be located, and have customers place that material in those locations. This type of strategic placement will put the material where it's needed – and reduce the City's cost of picking it up and moving it. Instead, it can be processed where it's needed. We believe the added cost of moving the crushed material was not accounted for in the contractor's \$25,000 fee but was instead included in their normal cost of operating the landfill. Thus, the City is ultimately paying to move this material.
- Maintain two separate stockpiles of concrete rubble. One for larger chunks of concrete that must be processed, and another stockpile of concrete/asphalt that is of a size that can be used without processing. Using small chunks of rubble

as a road surface is very common practice at landfills because it is less costly (i.e., no processing cost) and it is also more durable and less likely to be contaminated and compromised with dirt and mud that's tracked out of the active fill area.

- Consider raising rates for clean and dirty concrete, based on the landfill's current projected need for this material.
- Along that line, we suggest the City establish a pricing *range*, within which the landfill manager can adjust

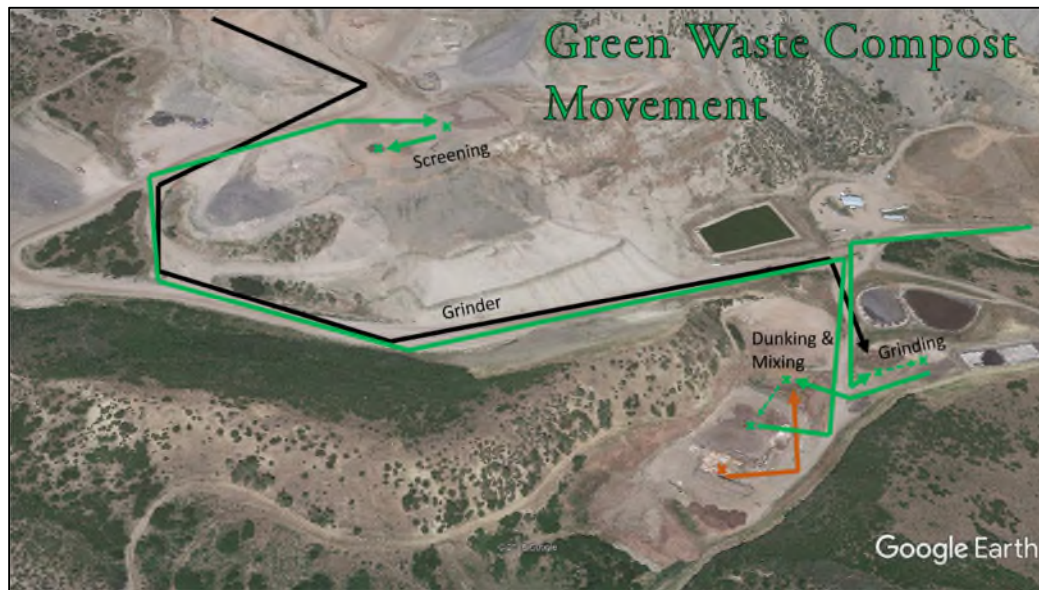
without specific board approval. This would allow the manager to adjust the rate of inbound rubble, by adjusting the gate rate on a seasonal or market-response basis.



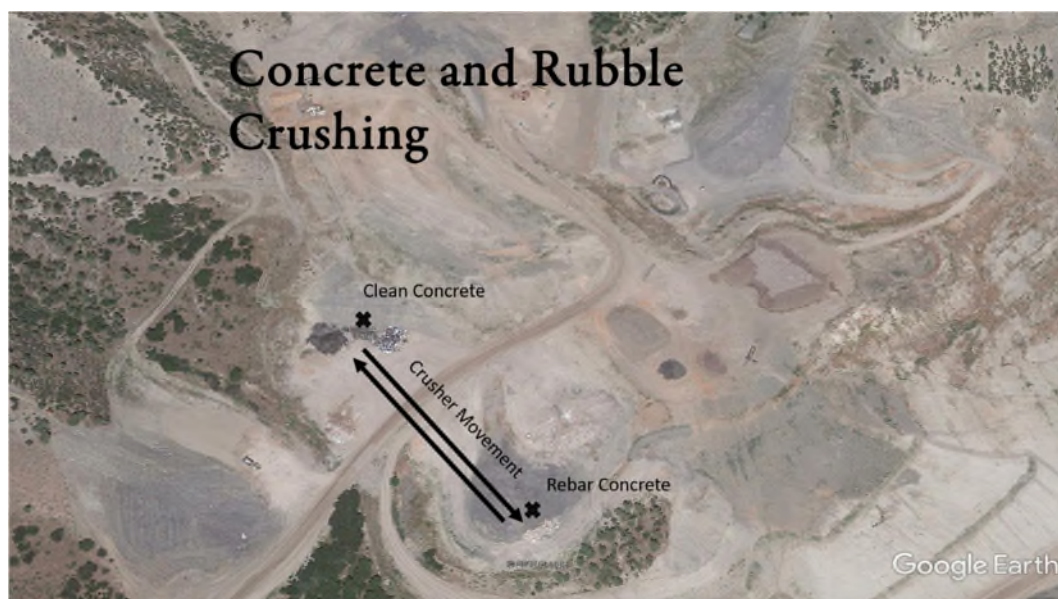
Unprocessed Concrete Used for Access Road

Material Movement

One of the simplest ways to reduce costs at the landfill is to reduce multiple-handling of material. It's a fact: Every time material is moved, there is a cost. Minimizing the amount of handling *and* the distance moved is essential to conducting operations in an efficient manner. These two Figures illustrate the current inefficient flow of material with an (x) marking each point of handling of the material.



Movement of Green Waste On-site



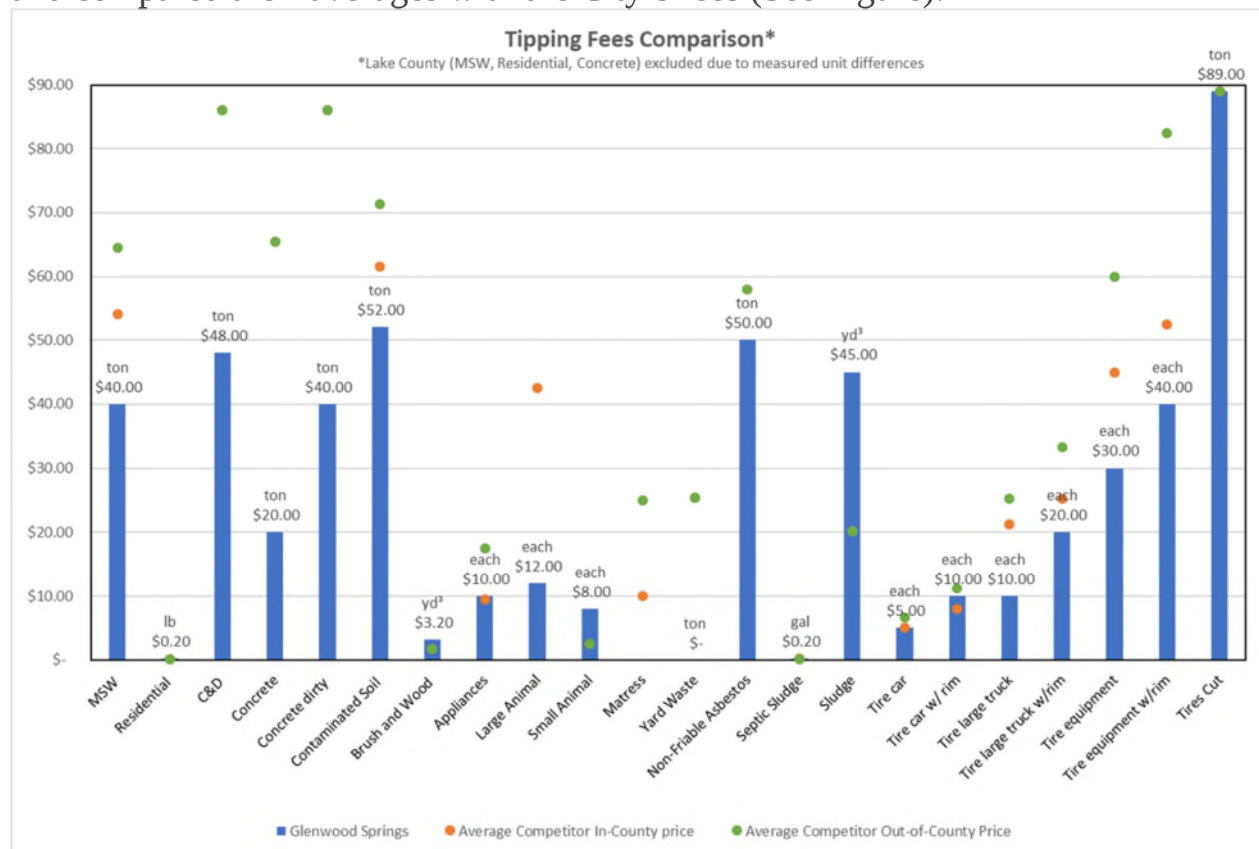
Movement of Crusher for Concrete Operations

As can be seen there is a lot of inefficiency in the current system. Each movement by a piece of equipment has a cost associated with it. At this point, those multiple-handling costs are absorbed by the contractor – the City is ultimately paying for it.

We recommend additional planning – including detailed Fill Sequence Planning – could help to reduce costs associated with excessive handling.

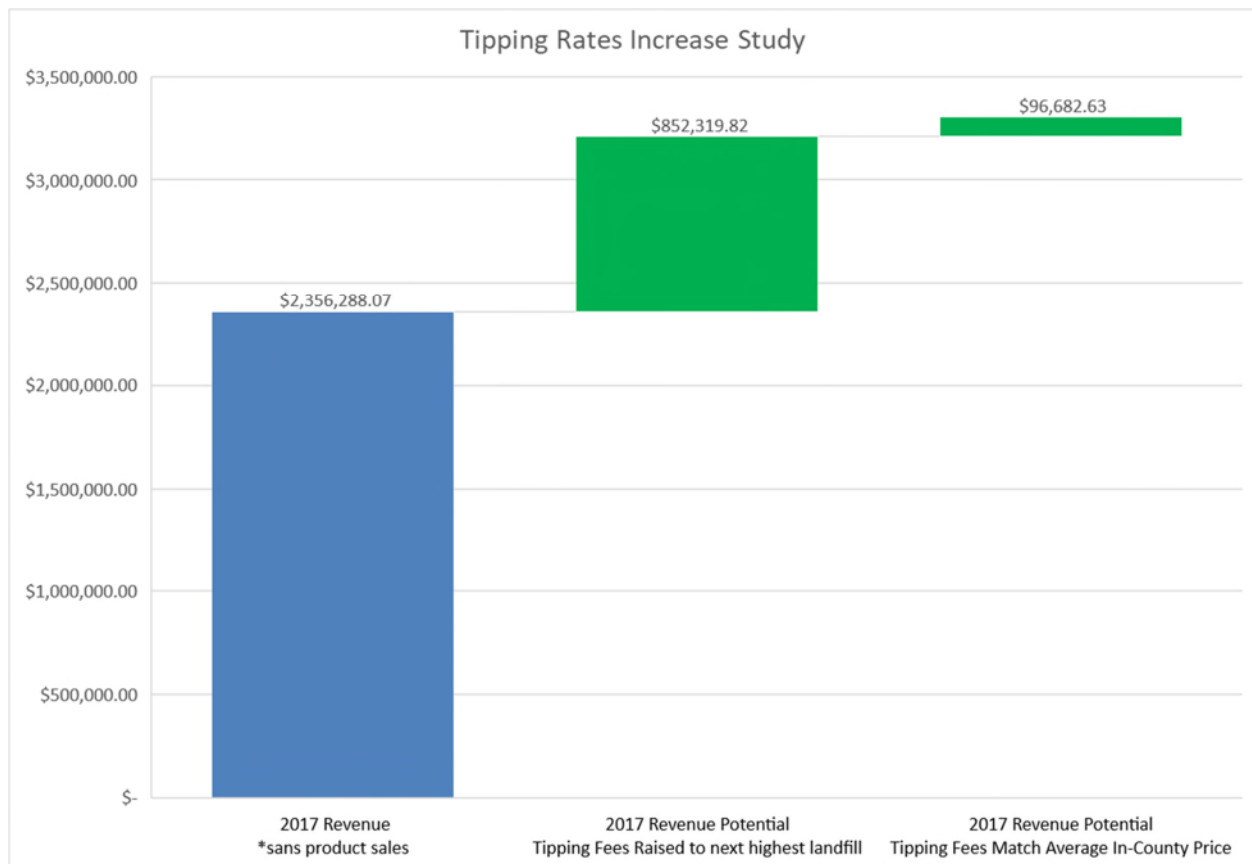
Tipping Fees

BRS conducted a study of nearby landfills in order to assess Glenwood Springs' current pricing strategy. We believe that – in some cases – there may be an opportunity to increase revenue by balancing current pricing levels with nearby facilities. BRS took the posted tipping fees for the nearest landfills (Appendix B) and compared their averages with the City's fees (See Figure).



Tipping Fees Comparison

The data clearly indicate that Glenwood Springs is on the lower end of the pricing scale for most materials in the area. However, we recommend that the current landfill manager and other key decision-makers meet, to determine how any proposed price increase could help improve the landfill's bottom line – without jeopardizing the continued flow of inbound tonnage.



City Increase of Fees Study

If the City adjusts its fees to match the current landfill market there is a potential \$949,002 in revenue available. However, as previously noted, we recommend any rate changes be carefully evaluated before implementation.

Cost Model

After developing a thorough understanding of the landfill, BRS utilized our proprietary LFCOST model to assess the potential cost of the City operating the landfill. This model evaluates fuel usage, machine hours, tons received, labor hours, etc. The model contains approximately 400 separate line items to fully account for the City's potential cost to run operations. The results of the model (See Table) show a substantial cost savings to the City from the current contractor run operation.

The substantial cost savings is due to BRS recommendations on operational changes. In addition to the manpower and equipment reductions by cutting composting and concrete crushing, we have a different operational picture of the landfill. We would request the City make the following changes to assume operating responsibility for the landfill:

- Add 2 heavy equipment operators and a laborer for a total City staff of 7.
- Acquire the following equipment;
 - o 816 Cat Compactor;
 - o D6T Cat Bulldozer;
 - o 924 Cat Wheel Loader;
 - o 4,000-gallon water truck;
 - o Service/fuel truck;
- Utilize a fill sequence plan improve overall landfill efficiency, which would – among other things – specifically address the following:
 - o Assess quarterly soil needs and then hire a contractor to quarterly or bi-annually, excavate the next period's soil and

<u>Operations Costs</u>	City Option		
	Cost/Month	Annual Cost	Cost/Ton
Scale-House	\$1,776.67	\$21,320.00	\$0.558
Office	\$54.17	\$650.00	\$0.017
Shop	\$2,769.49	\$33,233.87	\$0.870
Fuel Storage Area	\$261.90	\$3,142.86	\$0.082
Truck Wash Rack	\$701.14	\$8,413.72	\$0.220
Pre-Fill Stripping	\$2,647.98	\$31,775.81	\$0.831
Refuse Handling	\$27,308.93	\$327,707.14	\$8.575
Daily Cover	\$9,056.04	\$108,672.50	\$2.844
Intermediate Cover	\$3,436.16	\$41,233.88	\$1.079
Final cover	\$0.00	\$0.00	\$0.000
Equipment Maintenance	\$4,908.12	\$58,897.44	\$1.541
Litter Control	\$7,100.79	\$85,209.44	\$2.230
Security	\$205.95	\$2,471.43	\$0.065
Administration	\$416.67	\$5,000.00	\$0.131
Safety	\$1,483.17	\$17,798.00	\$0.466
Drainage/Erosion Control	\$1,629.22	\$19,550.60	\$0.512
Signs	\$151.54	\$1,818.47	\$0.048
Roads	\$5,529.61	\$66,355.29	\$1.736
Tipping Pad	\$2,255.21	\$27,062.58	\$0.708
Leachate Management	\$1,106.05	\$13,272.59	\$0.347
Methane Control System	\$791.67	\$9,500.00	\$0.249
Landfill Expansion	\$0.00	\$0.00	\$0.000
Entrance Facility	\$83.33	\$1,000.00	\$0.026
Recycling Diversion	\$4,844.46	\$58,133.52	\$1.521
Green Waste	\$3,836.59	\$46,039.08	\$1.205
Sludge Processing	\$2,602.46	\$31,229.46	\$0.817
Baler	\$0.00	\$0.00	\$0.000
Hand Tools	\$89.65	\$1,075.76	\$0.028
Subtotal:	\$85,047	\$1,020,563	\$26.705
\$0 Administrative Overhead:	\$0	\$0	\$0.00
Subtotal:	\$85,047	\$1,020,563	\$26.70
0.0% General Overhead:	-----	-----	-----
Subtotal:	\$85,047	\$1,020,563	\$27
8.0% General Overhead:	\$6,804	\$81,645	\$2.14
Subtotal:	\$91,851	\$1,102,208	\$28.84
0.0% Profit:	\$0	\$0	\$0.00
Subtotal:	\$91,851	\$1,102,208	\$28.84
20.0% Contingency:	\$17,009	\$204,113	\$5.34
Subtotal:	\$108,860	\$1,306,321	\$34.18
0.0% Contingency:	-----	-----	-----
Subtotal:	\$108,860	\$1,306,321	\$34.18
Equipment Capitalization, Includes:	\$0	\$0	\$0.00
0.0% Used Equip Contingency	\$108,860	\$1,306,321	\$34.18
Grand Total:	\$108,860	\$1,306,321	\$34.18

strategically stockpile it out in front of the operation.

- o Determine the location where concrete will be used next and show how the area should be prepped to allow customers to place the material there directly.
- o Do the same thing for green waste and wood waste – so that it can be strategically placed where it can be used (after processing) as mulch for erosion control on slopes.
- o Identify (on the drawings) the quantity of airspace consumed (and the duration) for each individual step of the fill sequence plan.
- o Identify drainage systems, litter control systems, access, and other critical components at each step of the plan.

Ranking Score

We also ranked the City (as operator) v. the Contractor options. See Appendix A for actual ranking scoring. Based on our scoring system, we rank the City option as the most favorable, mostly due to benefits in Cost, Project Control and Flexibility.

Appendix A

Ranking System

Evaluation Summary

Section	Max Score	City Option	Contractor Option
Administration	10	5.00	7.50
Experience	20	17.50	20.00
Cost	30	15.00	5.00
Efficiency	10	7.50	7.50
Project Control & Flexibility	30	30.00	15.00
Total	100	<u>75.00</u>	<u>55.00</u>

Administration

Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides least personnel management responsibilities	1	5		
Provides low personnel management responsibilities	.75	5		3.75
Provides moderate personnel management responsibilities	.5	5	2.5	
Provides maximum personnel management responsibilities	.25	5		
Administrative Overhead Required				
Explanation	Ranking	Multiplier	City Option	Contractor Option
Requires the least administrative oversight	1	5		
Requires low administrative oversight	.75	5		3.75
Requires moderate administrative oversight	.5	5	2.50	
Requires maximum administrative oversight	.25	5		

Section Total

Sub-section	Max Score	City Option	Contractor Option
Personnel Management	5	2.50	3.75
Administrative oversight Required	5	2.50	3.75
Total	10	5.00	7.50

Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience operating similar landfill(s)	1	5		5.00
Has 3-9 years of experience operating similar landfill(s)	.75	5		
Has less than 3 years of experience operating similar landfill(s)	.5	5	2.50	
Has no experience related to operating similar landfill(s)	.25	5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience operating heavy equipment	1	2.5	2.50	2.50
Has 3-9 years of experience operating heavy equipment	.75	2.5		
Has less than 3 years of experience operating heavy equipment	.5	2.5		
Has no experience operating heavy equipment	.25	2.5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience managing landfill operations	1	5	5.00	5.00
Has 3-9 years of experience managing landfill operations	.75	5		
Has less than 3 years of experience managing landfill operations	.5	5		
Has no experience managing landfill operations	.25	5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience managing heavy equipment	1	2.5	2.50	2.50
Has 3-9 years of experience managing heavy equipment	.75	2.5		
Has less than 3 years of experience managing heavy equipment	.5	2.5		
Has no experience managing heavy equipment	.25	2.5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides maximum design experience	1	5	5.00	5.00
Provides moderate design experience	.75	5		
Provides low design experience	.5	5		
Provides no design experience	.25	5		

Experience

Section Total

Sub-section	Max Score	City Option	Contractor Option
Landfill Operational Experience	5	2.50	5.00
Heavy Equipment Operational Experience	2.5	2.50	2.50
Landfill Management Experience	5	5.00	5.00
Heavy Equipment Management Experience	2.5	2.50	2.50
Landfill Design Experience	5	5.00	5.00
Total	20	17.50	20.00

Operating Cost - Explanation	Ranking	Multiplier	City Option	Contractor Option
Anticipated significant decrease in cost (10% or more)	1	15	15	
Anticipated slight decrease in cost (0-9%)	.75	15		
Anticipate slight increase in cost (0-9%)	.75	10		
Anticipated significant increase in cost (10% or more)	1	5		5

Cost

Section Total

Sub-section	Max Score	City Option	Contractor Option
Operating Cost	15	15.00	5
Total	30	15	5

Efficiency

Explanation	Ranking	Multiplier	City Option	Contractor Option
Level of landfill efficiency is maximized	1	10		
Level of landfill efficiency is average	.75	10	7.50	7.50
Level of landfill efficiency is below average	.5	10		
Poor level of landfill efficiency	.25	10		

Section Total

Sub-section	Max Score	City Option	Contractor Option
Overall Efficiency	10	7.50	7.50
Total	10	7.50	7.50

Control & Flexibility

Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides maximum project control	1	15	15.00	
Provides moderate project control	.75	15		
Provides low project control	.5	15		7.50
Provides no project control	.25	15		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides maximum flexibility	1	15	15.00	
Provides moderate flexibility	.75	15		
Provides low flexibility	.5	15		7.50
Provides no flexibility	.25	15		

Section Total

Sub-section	Max Score	City Option	Contractor Option
Project Control	15	15.00	7.50
Flexibility	15	15.00	7.50
Total	30	30.00	15.00

Appendix B

Local Tipping Fee Survey

Type	Unit	Glenwood Springs	Summit County	Mesa County	Garfield County (Out of County)	Garfield (In-County)	Pitkin County	Lake County (out of County)	Lake County (In-County)
MSW	ton	\$ 40.00	\$ 58.00	\$ 30.00	\$ 84.00	\$ 42.00	\$ 86.00	\$90 yd^3	\$30 yd^3
Residential	lb	\$ 0.20	\$ 0.07				\$ 0.04	\$45 yd^3	\$15 yd^3
C&D	ton	\$ 48.00					\$ 86.00		
Concrete	ton	\$ 20.00	\$ 45.00				\$ 86.00	\$75 yd^3	\$25 yd^3
Concrete dirty	ton	\$ 40.00					\$ 86.00	\$225 yd^3	\$75 yd^3
Contaminated Soil	ton	\$ 52.00	\$ 78.00	\$ 50.00		\$ 32.00	\$ 86.00		
Brush and Wood	yd^3	\$ 3.20	\$12 ton				\$ 2.86		
Appliances	each	\$ 10.00			\$ 10.00	\$ 10.00	\$ 6.50	\$ 36.00	\$ 12.00
Large Animal	each	\$ 12.00			\$ 10.00	\$ 10.00		\$ 225.00	\$ 75.00
Small Animal	each	\$ 8.00			\$ 5.00	\$ 5.00		\$ -	\$ -
Matress	each				\$ 5.00	\$ 5.00		\$ 45.00	\$ 15.00
Yard Waste	ton	\$ -	\$ 31.00				\$ 45.00	\$ -	\$ -
Non-Friable Asbestos	ton	\$ 50.00		\$ 30.00			\$ 86.00		
Septic Sludge	gal	\$ 0.20			\$ 0.15	\$ 0.30	\$30 ton		
Sludge	yd^3	\$ 45.00		\$22 ton					
Tire car	each	\$ 5.00	\$ 10.00	\$ 3.00	\$ 2.50	\$ 2.50	\$ 6.00	\$ 12.00	\$ 4.00
Tire car w/ rim	each	\$ 10.00	\$ 10.00	\$ 6.00	\$ 2.50	\$ 2.50	\$ 13.50	\$ 24.00	\$ 8.00
Tire large truck	each	\$ 10.00	\$ 40.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ 26.50	\$ 30.00	\$ 10.00
Tire large truck w/rim	each	\$ 10.00	\$ 40.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 26.50	\$ 60.00	\$ 20.00
Tire equipment	each	\$ 30.00	\$ 75.00	\$200/ton	\$30/ton	\$30/ton		\$ 45.00	\$ 15.00
Tire equipment w/rim	each	\$ 40.00	\$ 75.00	\$200/ton	\$30/ton	\$30/ton		\$ 90.00	\$ 30.00
Tires Cut	ton	\$ 89.00			\$ 89.00	\$ 89.00			



Cost Comparison of Operation Options

City Council Workshop

October 22, 2018



Introduction and Meeting Plan

Blue Ridge Services, Inc. has been asked to conduct a cost assessment of the current operations at Glenwood Springs Landfill. We have performed both an on-site analysis and a data analysis of the landfills operations. We believe that there are some immediate opportunities for operational improvement that will reduce cost and will present these followed by our assessment of the optimal landfill operations cost. We will review:

- The Compost Operation
- The Concrete Crushing Operation
- The movement of site material
- Tipping Fees
- Operational Cost Model



Compost Operation

Cost to the City

- \$386,228 paid to Heartland in 2017 for Compost Processing
 - \$329,308 gap in cost for 2017.
 - Glenwood Springs is paying \$195/ton to divert compostable material off site.
 - The value of the landfill's airspace would have to equal \$195/ton for the compost operation to make any financial sense.
 - We are not taking into account tipping fees as customers would pay whether material was composted or landfilled.

City Revenue

- Total 2017 revenue from sales of compost and soil blend was \$56,920



Compost Operation

BRS Recommends discontinuing the compost operation due to the excess cost.

There are 2 options for the green waste:

1. Landfill the 50% that is currently being used for compost with the rest of incoming material.
2. Stockpile green waste and contract a grinder quarterly for production of ADC.

Glenwood Springs should utilize the compost lagoon as another evaporation pond and all dredging's should be landfilled.



Concrete Crushing Operation

- In 2016 the City paid the contractor \$28,700 to crush concrete to be utilized for road and tipping base.
- Clean concrete (72% of the City's concrete inflow was clean in 2017) can be applied directly as a base with no need for processing.
- Clean concrete under 2 feet of thickness can be taken directly to where it will be used, and applied by compacting with a bulldozer.



Concrete Crushing Operation

- The landfill should develop a detailed fill sequence plan that will identify the location of future tipping pad(s) and roads, and that those pads be constructed a year or more prior to them being used.
- The inbound select concrete would then be directed to these areas thus eliminating processing costs.
- The landfill crew would only be required to spread it periodically to provide customer access.
- The following slides contain pictures outlining and example of this process.



Improving Operations and Efficiency Since 1988



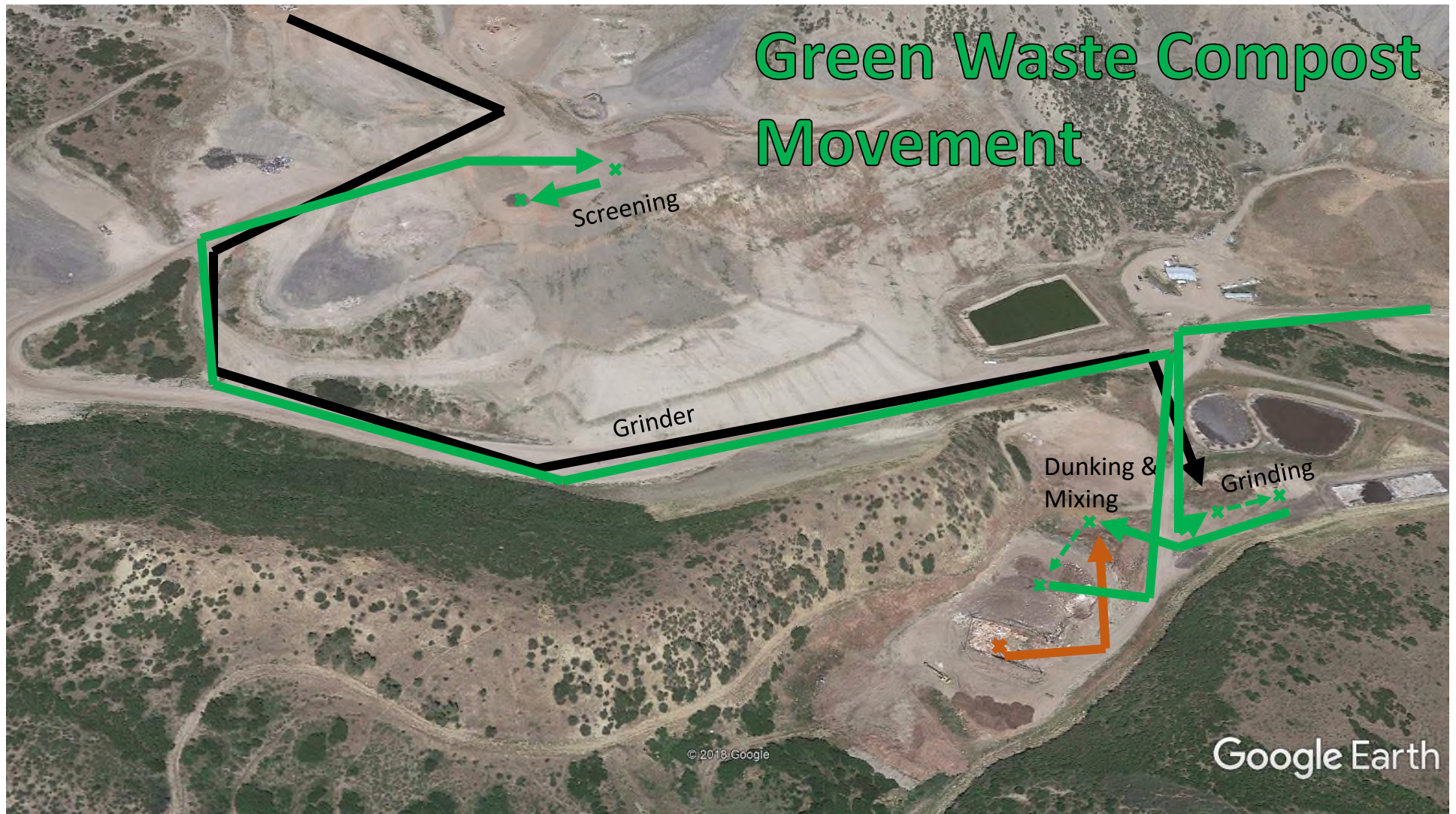
Improving Operations and Efficiency Since 1988



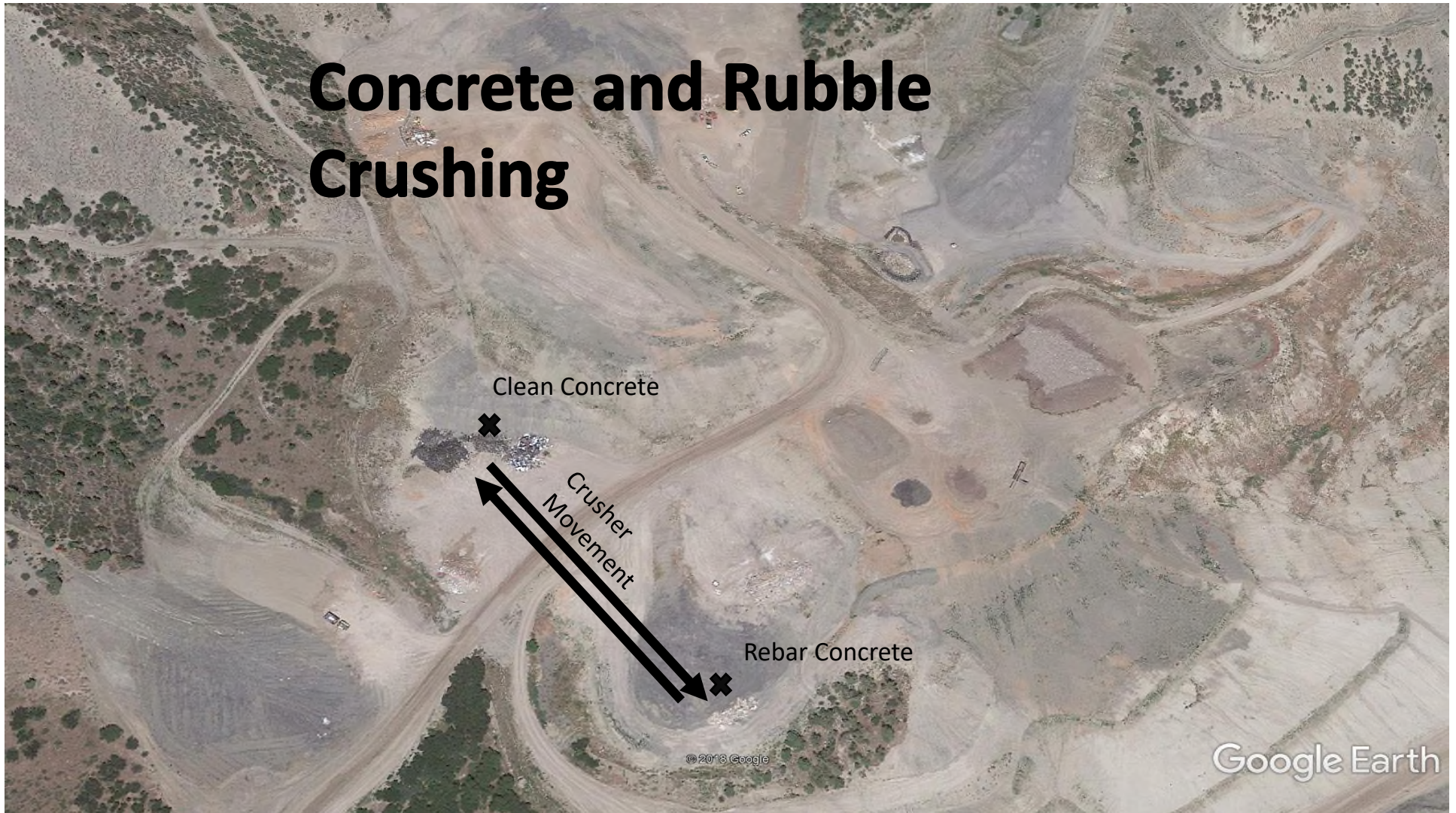
Material Movement in Facility

One of the major deficiencies in all landfills – and at this landfill – is excess material movement. Every time material is moved, it is touched by equipment and there is a cost. Minimizing the amount of touches and distance moved is essential to conducting operations in an efficient manner. In the following slides we will illustrate the current inefficient flow of material with an (x) marking each touch of the material.





Concrete and Rubble Crushing



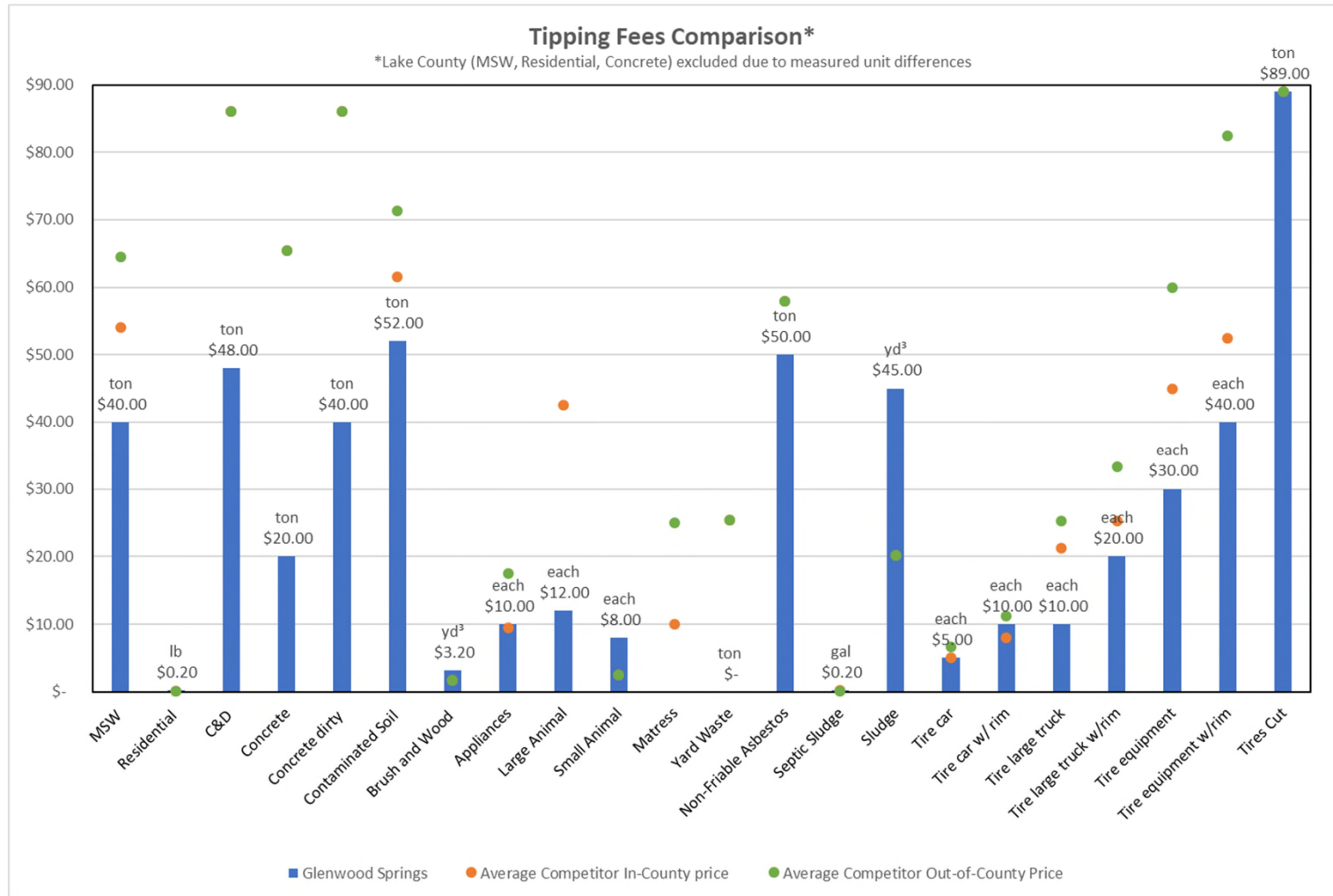
Tipping Fee Study

Per our proposal, BRS conducted a study of nearby landfills in order to assess Glenwood Springs current pricing strategy. We believe that there is an opportunity to increase revenue by balancing current pricing levels with nearby facilities.

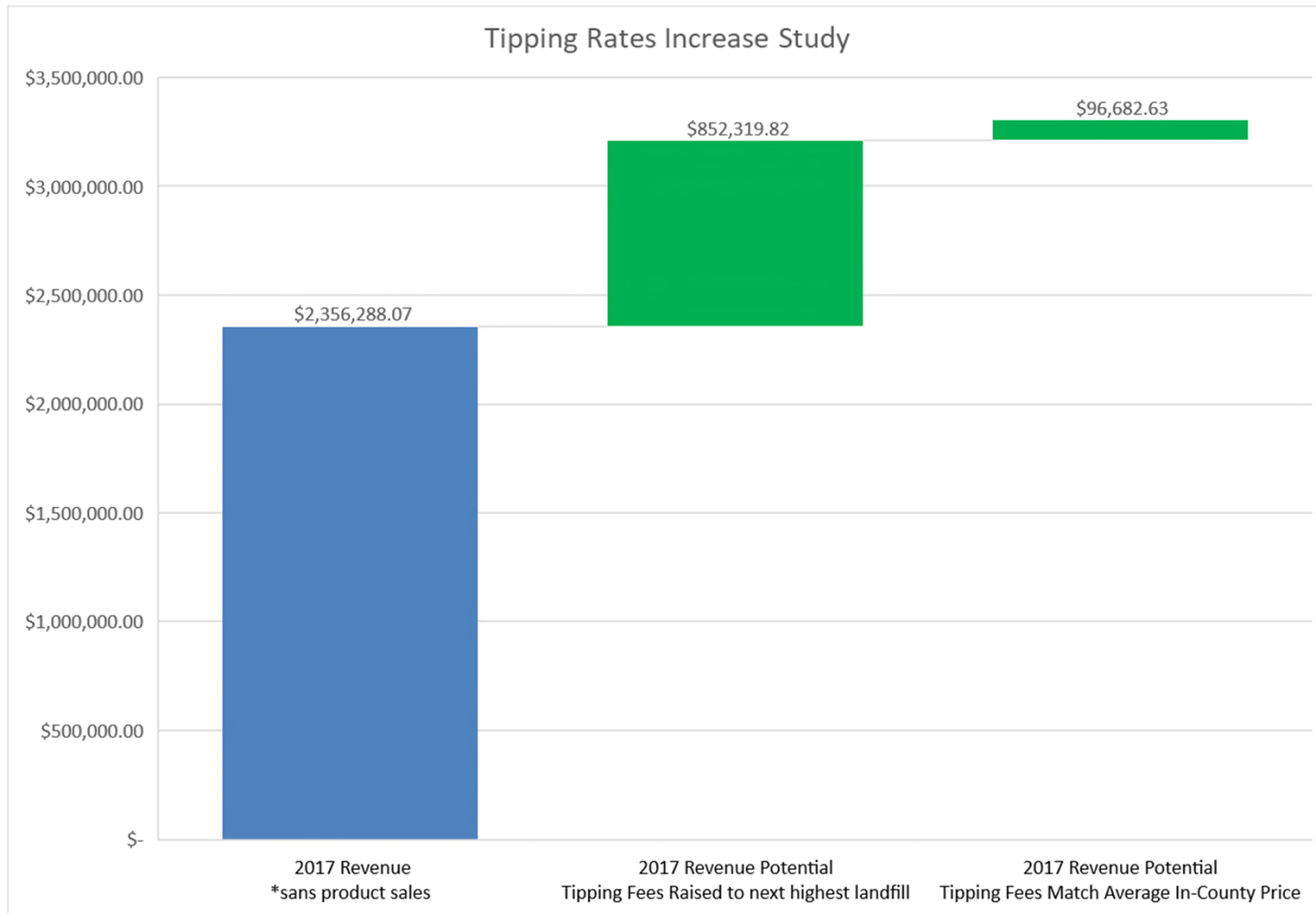
Any proposed fee increase should be balanced with the potential loss of tonnage. This is a supply and demand business.



Improving Operations and Efficiency Since 1988



Improving Operations and Efficiency Since 1988



Blue Ridge Services, Inc. Cost Model

- Rate increases(to the average regional rate) could potentially add \$949,002 in gross revenue from adjusting tipping fees... but assess potential to lose tonnage.
- Current contract for landfill operations is \$1,985,000/yr
- Through our cost modeling, we believe the City could conduct these operations on it's own for closer to \$1,000,000/yr
- Our model takes into account the necessary manpower and equipment additions the City would need to make to assume operational responsibility.



Improving Operations and Efficiency Since 1988

Operations Costs		City Option		
		Cost/Month	Annual Cost	Cost/Ton
Scale-House		\$1,776.67	\$21,320.00	\$0.558
Office		\$54.17	\$650.00	\$0.017
Shop		\$2,769.49	\$33,233.87	\$0.870
Fuel Storage Area		\$261.90	\$3,142.86	\$0.082
Truck Wash Rack		\$701.14	\$8,413.72	\$0.220
Pre-Fill Stripping		\$2,647.98	\$31,775.81	\$0.831
Refuse Handling		\$27,308.93	\$327,707.14	\$8.575
Daily Cover		\$9,056.04	\$108,672.50	\$2.844
Intermediate Cover		\$3,436.16	\$41,233.88	\$1.079
Final cover		\$0.00	\$0.00	\$0.000
Equipment Maintenance		\$4,908.12	\$58,897.44	\$1.541
Litter Control		\$7,100.79	\$85,209.44	\$2.230
Security		\$205.95	\$2,471.43	\$0.065
Administration		\$416.67	\$5,000.00	\$0.131
Safety		\$1,483.17	\$17,798.00	\$0.466
Drainage/Erosion Control		\$1,629.22	\$19,550.60	\$0.512
Signs		\$151.54	\$1,818.47	\$0.048
Roads		\$5,529.61	\$66,355.29	\$1.736
Tipping Pad		\$2,255.21	\$27,062.58	\$0.708
Leachate Management		\$1,106.05	\$13,272.59	\$0.347
Methane Control System		\$791.67	\$9,500.00	\$0.249
Landfill Expansion		\$0.00	\$0.00	\$0.000
Entrance Facility		\$83.33	\$1,000.00	\$0.026
Recycling Diversion		\$4,844.46	\$58,133.52	\$1.521
Green Waste		\$3,836.59	\$46,039.08	\$1.205
Sludge Processing		\$2,602.46	\$31,229.46	\$0.817
Baler		\$0.00	\$0.00	\$0.000
Hand Tools		\$89.65	\$1,075.76	\$0.028
Subtotal:		\$85,047	\$1,020,563	\$26.705
\$0 Administrative Overhead:		\$0	\$0	\$0.00
Subtotal:		\$85,047	\$1,020,563	\$26.70
0.0% General Overhead:		-----	-----	-----
Subtotal:		\$85,047	\$1,020,563	\$27
8.0% General Overhead:		\$6,804	\$81,645	\$2.14
Subtotal:		\$91,851	\$1,102,208	\$28.84
0.0% Profit:		\$0	\$0	\$0.00
Subtotal:		\$91,851	\$1,102,208	\$28.84
20.0% Contingency:		\$17,009	\$204,113	\$5.34
Subtotal:		\$108,860	\$1,306,321	\$34.18
0.0% Contingency:		-----	-----	-----
Subtotal:		\$108,860	\$1,306,321	\$34.18
Equipment Capitalization, Includes:		\$0	\$0	\$0.00
0.0% Used Equip Contingency		\$0	\$0	\$0.00
Subtotal:		\$108,860	\$1,306,321	\$34.18
Grand Total:		\$108,860	\$1,306,321	\$34.18



Blue Ridge Services, Inc. Cost Model

Why such a large difference?

In addition to the manpower and equipment reductions by cutting composting and concrete crushing, we have a different operational picture of the landfill. We would request the City make the following changes to assume operating responsibility for the landfill:

- Add 2 heavy equipment operators for a total City staff of 6.
- Acquire the following used equipment; 816 Cat Compactor, D6T Cat Bulldozer, 924 Cat Wheel Loader, 4,000 gallon water truck, Lube/Fuel Truck.
- Utilize fill sequence plan to assess quarterly soil needs and then rent scraper quarterly to build soil stockpile.



Questions / Comments



**AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON
LANDFILL, BD 2009-001**

This AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001 ("Agreement") is made this 1st day of June, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, The City of Glenwood Springs, a municipality under the laws of the State of Colorado ("City"), has created a landfill enterprise by virtue of Article XX, Sections 1 and 6 of the Colorado Constitution and intends to operate and maintain the landfill enterprise so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution. This landfill enterprise is created under Article 080.080 of the Glenwood Springs Municipal Code; and

WHEREAS, Article 080.080 of the Glenwood Springs Municipal Code empowers the Enterprise to enter into contracts to conduct and operate a public landfill and names the Governing Body of the Enterprise as the City Council of the City.

WITNESSETH:

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

1. Documents Constituting Agreement. This "Agreement" includes, and hereby incorporates by reference, the terms and provisions of and the rights and obligations of Enterprise and Contractor under (i) this document (this "Document"), (ii) the Contract Documents as defined in Proposal Number BD 2009-001 (including Addendum Number One and Addendum Number Two thereto) attached hereto and incorporated herein as Exhibit A (the "Contract Documents"), and (iii) Contractor's Landfill Operations Management Proposal dated February 18, 2009 attached hereto and incorporated herein as Exhibit B (the "Proposal"). The terms and provisions of this Document shall supersede any contradictory provisions in the Proposal or the Contract Documents, and the terms and provisions of the Proposal shall supersede any contradictory provisions in the Contract Documents. Enterprise hereby acknowledges and consents to the assignment of the rights and obligations of Heartland Environmental Services, LLC ("Heartland"), the original respondent under the Contract Documents, to Contractor, Heartland's wholly-owned subsidiary. Contractor hereby adopts the terms and provisions of the Proposal as its own and assumes all of the obligations of Heartland under this Agreement, including the Proposal.

2. Scope of Services.

- a. Contractor agrees to provide operations management for City's South Canyon Landfill ("Landfill") as set forth in the Agreement. As part of the services

provided hereunder, Contractor agrees to closely monitor all Landfill areas where items can be dumped.

- b. In the event that daily, intermediate or final cover must be purchased from an outside source or brought onto the Landfill from an area outside the Landfill, the cost of such material shall be borne by Enterprise.
- c. The parties acknowledge that, subject to the Enterprise and/or Contractor securing at Enterprise's sole cost and expense all necessary permits, the Enterprise has agreed to the provisions of the Proposal entitled "E. Liquids Management" contained in "Section II. Optional Scope of Services" of the Proposal, and that the compensation to Contractor for providing such services is included within the numbers quoted by Contractor in Appendix A of the Proposal. Except as provided in the immediately preceding sentence, Contractor's obligations under this Agreement shall not include any of the optional services outlined in "Section II: Optional Scope of Services" of the Proposal, unless and until the parties hereafter agree in writing.

3. Pledge of Enterprise Revenue Solely. The parties acknowledge and agree that payment under this Agreement is limited solely to the Landfill Enterprise revenue currently derived or to be derived from the functions, services, benefits or facilities of the Enterprise and no other assets or funds of the Enterprise or City shall be forfeited or taken for such payment. Further, this Agreement makes no claim on the credit of the Enterprise or the City in any manner or for any purpose. Enterprise, in its sole discretion, may enter into subsequent obligations of Enterprise revenue, including but not limited to, revenue bonds or other multi-fiscal year financial obligations. Contractor shall have no right of consent before any financial obligations are created. Payments due under this Agreement shall have no priority over any previous, current or subsequent financial obligations.

4. Cost of Services; Payment.

- a. Enterprise shall pay Contractor the amounts set forth in Section I-A ("Landfill Operations") of Appendix A ("Pricing") to the Proposal. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations under such Section I-A on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month (e.g. the \$165,417.00 for June 2009 shall be mailed by Enterprise so as to be received by Contractor by no later than June 20, 2009). If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.3 below.

- b. Amounts payable by Enterprise to Contractor for Composting Operations and Aggregate Recovery Operations under Sections I-B and I-C, respectively, of Appendix A ("Pricing") of the Proposal shall be payable by Enterprise to Contractor within ten (10) business days after Enterprise's receipt of Contractor's monthly invoice. In connection with the Composting Operations, Enterprise agrees to provide Contractor with an accurate count of the number of gallons of wastewater and sludge received through the gate each month within three (3) business days after the end of each calendar month.
- c. In the event that the average off-road fuel cost paid by Contractor in the first year of performance of its work under this Agreement exceeds Three Dollars (\$3.00) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (a) the amount by which such average cost per gallon exceeds \$3.00 times (b) the number of gallons of off-road fuel utilized by Contractor during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.
- d. Unless the parties otherwise agree, any work outside the scope of work outlined in the Agreement that Enterprise requests that Contractor perform, and Contractor so agrees to perform, shall be charged by Contractor at the rates set forth in the Equipment Rate List set forth in Appendix E to the Proposal.
- e. Enterprise agrees that it will be responsible for collecting at the gate of the Landfill and paying to the State of Colorado the Solid Waste User Fee payable to the State.

5. Term. This Agreement shall be effective as of May 31, 2009 and shall extend through March 31, 2014. This Agreement may be extended for four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five year contract. In the event the parties are unable to reach agreement, this Agreement shall not extend.

6. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the Enterprise for any purpose. It is Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. Contractor shall be aware of the inherent hazards that exist due to the nature of the site. Contractor is hereby advised that the site is located over the South Canyon Landfill where previously unknown wastes have been placed. Contractor shall adequately monitor the interior of its mobile building located upon the Landfill for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The Enterprise shall adequately monitor all portions of the Landfill and Enterprise's maintenance building,

except Contractor's mobile building, for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect persons coming upon the Landfill.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

8. Indemnity, Insurance and Governmental Immunity Act. The indemnification provisions contained in the sections of the Contract Documents entitled Instructions to Bidders and Insurance Requirements are hereby deleted and the following is substituted therefor:

Contractor shall indemnify and hold the Enterprise and City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the negligent or wrongful acts of Contractor, its agents, employees or contractors; Contractor's failure to perform its obligations under the Agreement in a good and workmanlike manner consistent with the standards of similar well-run landfill operations; or Contractor's failure to comply with applicable laws and permit conditions in the performance of its' work under this Agreement. The Contractor or its insurer(s) shall pay all losses of any nature whatever in connection therewith, and shall defend all suits in connection therewith, in the name of the Enterprise or the City when applicable, and shall pay all costs and judgments which may issue thereon. Notwithstanding the foregoing, Contractor shall not be liable for, and the foregoing indemnity shall specifically not apply to, conditions existing at the Landfill prior to the commencement of Contractor's work; other matters that arise despite Contractor's operation of the Landfill in a good and workmanlike manner consistent with the standards of similar well-run landfill operations and absent Contractor's negligence (e.g. household hazardous waste are disposed of in the Landfill despite the performance by Contractor of appropriate random screening procedures); or conditions arising out of the actions of the Enterprise, its agents, employees or contractors (excluding Contractor).

Contractor shall maintain the insurance required under the Insurance Requirements Section of Exhibit A for the term of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Enterprise or City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

9. Employees, Subcontractors and Assignees. Contractor may employ or subcontract with additional persons to assist it in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of the Contractor. Notwithstanding the foregoing, however, this Agreement shall not be assigned to a third party by the Contractor without the prior express written consent of the Enterprise; provided, however, the Enterprise agrees that Contractor may collaterally assign its interest in the monetary sums payable by the Enterprise to Contractor under this Agreement to CoBiz Bank (d/b/a Colorado Business Bank) or, upon written notice to Enterprise, another lender(s)/equipment lessor(s) ("Bank") providing financing for the equipment to be purchased by Contractor and/or operations of the facility.

Contractor shall provide workers who are competent in their craft specialization and the work classification requirements. The Enterprise shall have the right to object to and require Contractor to remove from the site any person employed by the Contractor, including persons employed by subcontractors, who by misconduct, or by failure to properly perform his/her duties in the reasonable judgment of the Enterprise, is unfit for employment.

10. Supervision by Contractor. Supervision of Contractor's scope of services under the Agreement shall be the responsibility of the Contractor.

Subject to the specific provisions otherwise in this Agreement, Contractor shall have complete control of its organization and shall exercise control to ensure compliance by Contractor, its agents, employees and contractors with this Agreement, applicable laws and permit conditions.

Contractor shall provide, at all times, a competent and qualified superintendent together, as necessary, with competent and qualified supervisors in charge of individual trades or sections. The superintendent shall not be changed except with the consent of or at the request of the Enterprise, unless the superintendent ceases to be employed by the Contractor. The superintendent shall be authorized to act for or on behalf of the Contractor with respect to operational issues at the Landfill.

11. Assumption of Scope of Services by Enterprise. Enterprise shall have the right, upon providing seven (7) days written notice and opportunity to cure to Contractor, and without process or action at law and without prejudice to any other right or remedy Enterprise may have, to assume and perform any portion or portions of the scope of services by whatever methods Enterprise deems expedient, by reason of any of the following:

- a. if the Contractor has failed to diligently execute the scope of services or any portion thereof in accordance with the standard of care set forth in Section 7 above;
- b. if the Contractor neglects or refuses to perform the scope of services in accordance with the requirement of this Agreement or to remove unsatisfactory personnel, materials or work, or disregards laws, by-laws, regulations, requirements or permit conditions governing the scope of services;
- c. if the Contractor has abandoned the scope of services;
- d. if the Contractor has made an assignment of this Agreement without the required consent; or
- e. if the Contractor's conduct meets any incident of Default as defined under Section 12.1.

Without prejudice to Enterprise's right against the Contractor, it is understood that Enterprise has a right to recover from the Contractor any loss, damage or expense incurred by Enterprise arising from the Contractor's breach of its obligations under this Agreement.

12. Default; Breach; Remedies.

12.1 Default. The occurrence of any of the following events constitutes a material default of this Agreement by Contractor:

- a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of thirty (30) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than thirty (30) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- b. The making by Contractor of any general assignment or general arrangement for the benefit of creditors; the filing by Contractor of a petition to have Contractor adjudged a bankrupt; or, the judicial declaration of Contractor as bankrupt.
- c. The appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if possession is not restored to Contractor within thirty (30) days.
- d. The attachment, execution or other judicial seizure of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if the seizure is not discharged within thirty (30) days.

12.2 Remedies upon Contractor's Default. In the event of any such material default by Contractor, the Enterprise may, after giving notice as provided above, enter onto the Landfill, remove Contractor's property and take and hold possession of the Landfill and expel Contractor, as detailed in Section 11 above, and pursue all those remedies available to the Enterprise under the laws of the State of Colorado whether at law or in equity.

12.3 Default by the Enterprise. The Enterprise shall not be in default unless (i) the Enterprise fails to pay any amounts or sums due and owing to Contractor under this Agreement within seven (7) days after notice from Contractor and opportunity to cure from Contractor, or (ii) the Enterprise fails to perform any other covenant, term, provision, agreement or obligation required of it within a reasonable time, but in no event later than thirty (30) days after notice by Contractor to the Enterprise; provided that if the nature of the obligation is such that more than thirty (30) days are reasonably required for performance, then the Enterprise shall not be in default if the Enterprise commences performance within the thirty (30) day period and thereafter diligently completes performance.

12.4 Remedies upon the Enterprise's Default. If the Enterprise defaults in the performance of any of the obligations required to be performed by the Enterprise under this Agreement, Contractor may, after giving notice as provided above, elect to terminate this Agreement upon giving thirty (30) days notice to the Enterprise of its intention to do so. In that event, this Agreement shall terminate upon the date specified in the notice, unless the Enterprise has meanwhile cured the default to the satisfaction of Contractor. Contractor may also pursue all remedies available to it under the laws of the State of Colorado, whether at law or in equity.

13. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution, then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement and Contractor shall comply with the provisions of Amendment 54. In addition, if and only to the extent this Agreement constitutes a "sole source government contract", Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held by final judgment to be unconstitutional or otherwise invalid by a court of competent jurisdiction or have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision or provisions.

14. Competitive Proposal. Enterprise represents and warrants to Contractor that award of this Agreement was procured by Enterprise through a public and competitive proposal process which solicited at least three proposals prior to awarding this Agreement to Contractor.

15. Use of Maintenance Building. In consideration of the payment by Contractor to Enterprise of the sum of Five Hundred Dollars (\$500.00) per month on the first day of each month, Contractor shall have the right to use, in common with Enterprise, the existing maintenance building on the Landfill during the term of this Agreement. Subject to the provisions of the immediately following sentence, Enterprise shall bear all maintenance, repair and insurance responsibilities, risk of loss and the cost of electricity with respect to such maintenance building. Notwithstanding the foregoing, but subject to the provisions of the immediately following sentence, (i) Contractor shall be obligated to repair any damage to the maintenance building caused by the acts of Contractor, its subcontractor(s) or their respective agents or employees, (ii) Contractor shall be responsible for the cost of any leasehold improvements that Contractor desires to make to the maintenance building (any such leasehold improvements shall be subject to the prior consent of Enterprise), and (iii) Contractor shall be responsible for the cost of all other utilities utilized by Contractor with respect to the maintenance building. Enterprise hereby releases Contractor, its subcontractor(s) and their respective agents and employees from any and all losses, costs or damages with respect to the maintenance building resulting from causes of loss insurable under its property/casualty insurance.

16. Bonding. The Payment/Performance Bond to be provided by Contractor under the terms of the Contract Documents shall be in form reasonably acceptable to Enterprise. Such

Bond shall be in the maximum amount of Four Hundred Thousand Dollars (\$400,000.00). Enterprise agrees, however, that in lieu of the Payment/Performance Bond, Contractor may substitute a Four Hundred Thousand Dollar (\$400,000.00) irrevocable letter of credit in form satisfactory to Enterprise.

17. Permits. The Enterprise shall be responsible for obtaining and maintaining in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits.

18. Re-Purchase of Equipment. In connection with the execution of this Agreement, Contractor is purchasing from the City the vehicles/equipment listed on Exhibit C attached hereto and incorporated herein ("Equipment"). Contractor hereby agrees that Enterprise shall have the right to re-purchase from Contractor all, but not less than all (unless Contractor otherwise agrees), of such Equipment that is still owned and in use by Contractor at the Landfill on the last day of the term of this Agreement. The purchase price for such Equipment shall be the then fair market value of such Equipment as determined by an appraisal performed by Ritchie Bros. or such other appraisal company reasonably approved by Enterprise and Contractor (the "Appraiser"). In order to exercise its right to repurchase such Equipment, Enterprise must give Contractor written notice, at least ninety (90) days prior to the last day of the term of this Agreement, of Enterprise's election to so re-purchase such Equipment, which notice shall include a copy of the Appraiser's report appraising the fair market value of such Equipment. If Contractor does not receive notice from Enterprise electing to purchase the equipment prior to such ninety (90) day period, Enterprise shall have no further right to purchase such Equipment and Contractor shall be free to sell, dispose of or otherwise utilize such Equipment as Contractor sees fit upon the expiration of the term of this Agreement.

19. Agreement Administration and Notice. For purposes of administering this Agreement, the City Council hereby appoints the Public Works Director to represent the Enterprise in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Enterprise: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, CO 81601

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

To the Contractor: Larry Giroux, Manager
 South Canyon Waste Systems, LLC
 9870 Big Bend Blvd.

P.O. Box 221090
Kirkwood, MO 63122
Telephone: 314/909-9250

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

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

23. Attorneys' Fees. Should this Agreement become the subject of litigation between the Enterprise and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to, attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

24. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Contractor and the Enterprise may assign this Agreement in accordance with the specific written permission, any rights to claim damages or to bring any suit, action or other proceeding against either the Enterprise or Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

25. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st
day of June, 2009.

GLENWOOD SPRINGS LANDFILL
ENTERPRISE

ATTEST:

Robin S. Unsworth
Robin S. Unsworth, City Clerk

By: Bruce Christensen

Bruce Christensen, Mayor

APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute

Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

By: Larry Giroux

Larry Giroux, Manager

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001 was acknowledged before me this 1st day of
June, 2009 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

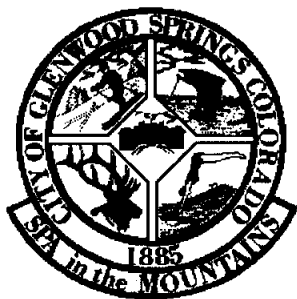
Witness my hand and official seal.

My commission expires: 2/29/2012



Mary L. Hume
Notary Public

Exhibit A



**City Of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
REQUEST FOR PROPSAL BD 2009-001
COVER SHEET**

Date:	January 16, 2009
Proposal number:	BD 2009-001
Proposal title:	Operations Management for South Canyon Landfill
Proposals will be received until:	February 16, 2009 5:00 p.m., local standard time at 101 West 8 th Street, City Clerks Office, Glenwood Springs, Colorado 81601
Goods or services to be delivered to or performed at:	South Canyon Landfill 1205 CR 134 Glenwood Springs, CO 81601
For additional information please contact Ricky Smith:	970-384-6445
Email Address	rdsmith@ci.glenwood-springs.co.us
Documents included in this package:	Request for Proposal Instruction to Bidders Agreement Notice of Award Performance Bond Payment Bond Supplemental Conditions Scope of Work Vendor Information Form Authorization Form Addendum to Professional Service Agreement Appendix A Appendix B Appendix C Appendix D Appendix E

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his Proposal.

CONTRACT DOCUMENTS:

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

- Request for Proposal
- Instruction to Bidders
- Agreement
- Notice of Award
- Performance Bond
- Payment Bond
- Supplemental Conditions
- Scope of Work
- Vendor Information Form
- Authorization Form
- Addendum to Professional Service Agreement
- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix E

Wherever the word "Contract" appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

QUALIFICATIONS OF BIDDERS:

If the Request for Proposal and/or Scope of Work requires the Bidder to demonstrate qualifications for the project, each Bidder must submit the required information according to the time frame specified in those sections of the Contract Documents. In addition to this, each Bidder must be prepared to submit, within five days of City's request, additional information such as proposed subcontractors, schedules, equipment, personnel, references, etc., that may be requested by City in order to evaluate the qualifications of bidders to perform the work.

EXAMINATION OF CONTRACT DOCUMENTS:

Before submitting his proposal, each Bidder must (a) examine the Contract Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (c) carefully correlate his observations with the requirements of the Contract Documents.

The submission of a Proposal will constitute an indisputable representation by the Bidder that he has complied with every requirement of this Request for Proposal.

SUB-CONTRACTORS:

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to City in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Proposal opening submit to City a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person and organization if requested by City. If City after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute. Any sub-contractor, other person or organization so listed and to whom the City of Glenwood Springs does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City. Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

SUBMISSION OF PROPOSALS:

Proposal shall be submitted at the time and place indicated in the Request for Proposal and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Contractor and accompanied by other required documents.

MODIFICATION AND WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of Proposals.

OPENING OF PROPOSALS:

Proposals will be publicly acknowledged, and a list of vendors who submitted proposals will be made available

PROPOSALS TO REMAIN OPEN:

All Proposals shall remain open for sixty days after the day of the Proposal opening, but City may, in its sole discretion, release any Proposal prior to that date.

AWARD OF CONTRACT:

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

City reserves the right to reject any and all Proposals, or portions thereof, and waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

If a contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by City indicates to City that the award will be in the best interest of the City.

If the contract is to be awarded, City will give the apparent responsive, responsible Bidder a Notice of Award within sixty days after the day the Proposal opening.

Simultaneously with delivery of the executed counterparts of the Agreement to City, Contractor shall deliver to City the required Contract Security.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2009 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence operation of _____
_____ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the operation of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one calendar year after the date of the NOTICE TO PROCEED and will complete the same within one calendar year, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Proposed Fees schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Request for Proposal
 - Instruction to Bidders
 - Agreement
 - Notice of Award
 - Performance Bond
 - Payment Bond
 - Supplemental Conditions
 - Scope of Work
 - Vendor Information Form
 - Authorization Form
 - Addendum to Professional Service Agreement
 - Appendix A
 - Appendix B
 - Appendix C
 - Appendix D
 - Appendix E

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

No. _____ dated _____, 2009.
No. _____ dated _____, 2009.
No. _____ dated _____, 2009.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Proposal Documents such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

OWNER:

City Of Glenwood Springs

By _____

Name Jeff Hecksel

Title City Manager

Address: 101 W. 8th St.
Glenwood Springs, CO 81601
Telephone: 970-384-6400

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR:

By _____

Name _____
(Please type)

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Request for Proposal dated _____ and Instruction to Bidders.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your PROPOSAL.

Dated this _____ day of _____, 2009.

City Of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2009

By _____

Title _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

SUPPLEMENTAL CONDITIONS

GENERAL DESCRIPTION OF WORK

The City of Glenwood Springs will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or to the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

WORK BY OTHERS

Private utilities, the City, or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not listed, shall be determined by the Contractor. The Contractor shall cooperate and coordinate with whomever else may be working in the area in order that golf driving range construction may proceed in an orderly manner.

RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, heat, power (other than what is available at site as offered in this contract), transportation, superintendence, cleanup, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature necessary for the performance of the Contract.

COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Request for Proposal Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
3. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, Public Works Department, 101 West 8th., Glenwood Springs, CO. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
4. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

INSURANCE REQUIREMENTS

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

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	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as "Additional Insured"	

Pollution Liability:

{ IF you have any pollution exposure }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	Per location / per job aggregate limit
Defense in excess of limits	
Designated Location or Operation must be shown as per your contract for the City	
Name the City as "Additional Insured"	

Umbrella:

Policy form:	Occurrence - Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	

Excess professional liability
 (if you provide professional services)
 Excess pollution liability (if any pollution exposure exists)
 Excess employer's liability
 Blanket contractual
 Per location / per job aggregate limit
 Defense in excess of limits
 Primary & non-contributory
 All locations / operations (if not, designate specific project or location)
 Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on City property or job site must be covered	
Show Waiver of Subrogation in favor of the City	
Coverage must apply to workers in Colorado	

UTILITIES

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.
2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.
3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

SUPPLEMENTAL CONDITIONS PREVAIL

In the case of conflicting statements contained within these contract documents, the statements in the Supplemental Conditions shall prevail.

RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, rdsmith@ci.glenwood-springs.co.us, fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent at least seven calendar days prior to the scheduled opening of the Solicitation.

An agent of the City's Purchasing Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

FOR AWARD

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

LOCAL BUSINESS PREFERENCE

The City Of Glenwood Springs grants a five percent (5%) preference to qualified local businesses in considering award of contracts over \$25,000.00. Local businesses are defined in Ordinance 94-2 (Article 010.050.080 of the Municipal Code) and are generally those businesses located and primarily doing business in Garfield, Eagle, or Pitkin Counties and employing residents of those counties. Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (local time), February 13, 2009. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445).

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within two calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

TERM OF CONTRACT: It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

**REQUEST FOR
PROPOSALS**

OPERATIONS MANAGEMENT

FOR

SOUTH CANYON LANDFILL



CITY OF GLENWOOD SPRINGS
Garfield County, Colorado

JANUARY 2009

PROPOSAL # BD 2009-001

REQUEST FOR PROPOSALS
OPERATIONS MANAGEMENT OF THE SOUTH CANYON LANDFILL

PROJECT DESCRIPTION:

The City of Glenwood Springs (hereinafter the "City of Glenwood Springs" or "City") will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

The City of Glenwood Springs will consider alternative proposals that would meet the goals of the work outlined below.

SCOPE OF SERVICES AND RESPONSIBILITIES:

SECTION 1:

CONTRACTOR'S SCOPE OF SERVICES:

The following is a general outline of the Scope of Services and Responsibilities to be provided by the Contractor. All issues concerning the level of service provided by the Contractor will be determined and/or defined by the Public Works Director or his/her designee.

The following sections are intended to detail, but not limit, the contractor's responsibilities and services to be performed under this RFP.

A. LANDFILL OPERATIONS

The Contractor will be responsible for providing all the tools, equipment, fuel, labor, maintenance and any other necessary materials and supplies to operate the landfill portion of the South Canyon Landfill. Generally, the landfill operations that will be the responsibility of the Contractor include compacting and covering of waste, including minimizing the exposed area of the working face, spreading and compacting waste, stockpiling cover material, covering compacted waste, grading, providing signage, inspection of waste, random waste screening. The Contractor will also be responsible for internal road construction and maintenance; nuisance control including litter control, vector control, fire control and odor control; and channel, pond and drainage maintenance. These responsibilities are more detailed in the following sections.

All landfill operations must be conducted in accordance with the City's approved plans.

The landfilling method used at South Canyon Landfill is the progressive area slope method, or the area method depending on topographic conditions.

Note: Final covering of the completed areas is not included in this scope of work. Final covering of completed (filled) areas of the landfill will be addressed under a separate contract.

A-I. COMPACTION AND COVERING OF MUNICIPAL SOLID WASTE

The contractor's responsibilities shall include, but are not limited to:

- Providing daily working face for waste disposal that minimizes the exposed area;
- Spreading and compacting waste in a manner that achieves maximum practical density;
- Providing an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Covering compacted waste daily with a minimum of 6 inches of soil cover or synthetic alternate daily cover as approved by the Colorado Department of Public Health and Environment (CDPH&E);
- Using alternate daily cover whenever possible in compliance with any terms or conditions imposed by the CDPH&E;
- Intermediate and daily cover shall be graded to provide positive drainage;
- Providing proper signage or other form of direction around working face to safely direct traffic into and out of the unloading area;
- Visually inspecting all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze, yard waste, etc;
- Providing recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;

- Immediately covering certain wastes requiring special handling, including but not limited to: non-friable asbestos; dusty wastes; extremely odiferous wastes; and dead animals;
- Shaping contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintaining areas covered with daily, intermediate, or final cover.

A-II. RECOVERY, COMPACTION AND COVERING OF CONSTRUCTION & DEMOLITION (C & D) WASTE

The contractor's responsibilities shall include, but are not limited to:

- Divert C & D Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable materials including rock, concrete, asphalt, soil, wood and metal;
- Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC).

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on going to ensure drivability and safety of access and haul roads.

The contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of 10%.
- Dust control on a daily basis when potential for dust generation exists, and dust generation control with dust palliative being applied as necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control;
- Maintaining drivability of all internal site roads during all operating hours, including storm events.

A-IV. NUISANCE CONTROL

The contractor's responsibilities shall include, but are not limited to:

LITTER CONTROL

- Litter control at the working face, along site roads, (and from the composting area if paper is incorporated into the compost operations);
- Use of portable litter fences or screens at the working face;
- Litter pickup within the site, around the site perimeter, and off-site as necessary based on significant wind events;
- Recommendations on more effective litter control methods.

VECTOR CONTROL

- Implementing proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

FIRE CONTROL

- Providing fire lanes around compost piles and other areas as necessary;
- Providing and maintaining suitable fire extinguishers for equipment and employee facilities;

- Being familiar with and able to readily implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;
- Providing compliance with the City of Glenwood Springs Fire Department requirements concerning fire prevention and protection.

ODOR CONTROL

- Providing proper landfill operations and procedures to ensure that odor from the working face is not an issue.

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260± linear feet of run-on diversion ditches, and approximately 10,000± linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds once during the term of the contract;
- Maintaining perimeter ditches

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous waste and PCBs. The screening will be performed near the working face. This program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removal of the waste and transport to the working face if the waste is deemed acceptable.

The contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area;
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;
- Following all proper procedures as outlined in Section 4.2 of the EDOP.

A-VII. SAFETY, TRAINING, AND OSHA REQUIREMENTS

The contractor's responsibilities shall include, but are not limited to:

- Providing personal protective equipment, safety, and training to meet all local, state, and federal requirements as necessary for this operation.

A-VIII. EQUIPMENT

- The City of Glenwood Springs has several pieces of equipment currently deployed at South Canyon Landfill. It is the interest of the City to make this equipment available to the successful contractor for purchase. The listing of equipment is included as Exhibit D.

B. COMPOSTING OPERATIONS

It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.

Source-separated material consisting of brush, lumber, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally. The compost operations shall follow the regulations of the CDPH & E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor.

Proposers shall evaluate the existing compost pad area and consider its condition and any desired improvements to be included in their response. Any such improvements shall be constructed by the Contractor in the summer of 2009 in accordance with a plan to be developed jointly by the Contractor and the City of Glenwood Springs. The pad is anticipated to consist of a 6-inch wood chip working surface underlain by a 6-inch compacted soil liner. The pad shall have a wood chip-operating surface, not gravel, so as to avoid contamination of compost. There shall be adequate drainage diversion channels and a perimeter collection channel associated with the pad to aid the City in meeting its storm water management plan.

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take samples as required by their permit.

The contractor's responsibilities shall include, but are not limited to:

- Directing and supervising unloading operations for both wood waste and sludge;
- Providing, maintaining, and operating the shredder and/or tub grinder to achieve particle size reduction on wood and/or paper waste;
- Mixing sludge with shredded wood waste;
- Transport of compost material to compost area;
- Forming windrows or piles;
- Turning windrows or piles;
- Tracking and documenting windrows or piles;
- Providing the equipment to load material into the shredder and/or tub grinder;
- Providing equipment to remove and transport shredded material to the compost area;
- Providing all equipment to mix sludge with shredded material;
- Providing fuel for all equipment involved;
- Providing all necessary labor;
- Reconstructing a new compost pad as necessary;
- Loading compost onto purchaser's vehicles;

C. AGGREGATE RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to include most or all of the following:

- topsoil
- topsoil/compost mixture
- Class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by The City of Glenwood Springs;
- Providing necessary services for mixing topsoil and compost together for sale to the public;
- Providing loading services for purchasers of rock, topsoil, or other aggregate products.

D. IMPROVEMENTS

The City of Glenwood Springs's goal is to run safe and efficient operations that meet all local, state, and federal regulations. The City also has a strong commitment to recovering and recycling as many products as reasonably possible. As part of the submittal process, proposers are encouraged to propose possible improvements to any and all of the activities associated with South Canyon Landfill.

E. EMPLOYEES AND EMPLOYEE FACILITIES

The City of Glenwood Springs provides its employees facilities at South Canyon Landfill. These facilities are limited, and not able to accommodate additional staff from the successful contractor. It will be the responsibility of the proposer to evaluate their situation and provide adequate employee facilities for their employees.

The City will experience a reduction in force at South Canyon Landfill associated with the outsourcing of landfill operations. It is the City's desire to provide its current employees affected by the reduction in force the opportunity to be transferred to the successful contractor. It is anticipated that the contractor will provide all such current landfill employees employment opportunity in a like position, with a like compensation and benefit packages, for a minimum of one year.

The contractor's responsibilities shall include, but are not limited to:

- Providing adequate employee facilities for the Contractor's staff;
- Providing phone, electric, and other utilities for this facility;
- Providing all other materials and supplies necessary to provide a safe, sanitary environment for their employees.

F. ADDITIONAL INFORMATION

It is the Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. The Contractor shall be aware of the inherent hazards that exist due to the nature of the site. The Contractor shall be responsible for the health and safety of his employees and is hereby advised that the site is

located over the South Canyon Landfill, where previously unknown wastes have been placed. The Contractor shall adequately monitor the site for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The City of Glenwood Springs reserves the right to enter the site for periodic checks of safe working environments.

G. QUESTIONS REGARDING THIS RFP

Any questions regarding this RFP should be detailed in an email to:

Robin Millyard, Public Works Director
robinm@ci.glenwood-springs.co.us

All such questions and responses will be forwarded to all known parties that intend to respond to this RFP.

SECTION II.

OPTIONAL SCOPE OF SERVICES:

The purpose of this section is to solicit input from the proposers to provide techniques and services to increase the life of the landfill and gain additional airspace on the existing landfill footprint to delay expansion. As a part of this effort, all reasonably recoverable and recyclable materials, including soil, would be diverted out of the landfill. Proposers are to submit detailed information regarding their proposal to accomplish this goal, including their suggestion for measurement and payment.

SECTION III.

THE CITY OF GLENWOOD SPRINGS'S SERVICES AND RESPONSIBILITIES

The city of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- Used tire handling;
- Scrap metal handling;
- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor;
- Contract administration of any and all contracts associated with this Request for Proposals.

SECTION IV.

BONDS

Proposers will **not** be required to submit a Bid Bond, but will be required to provide Performance and Labor and Material Payment bonds for the current annual contract amount.

100% Performance Bond
100% Payment Bond

SECTION V.

CONTRACT TIME

It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

SECTION VI.

SELECTION PROCESS

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology.

SECTION VII.

PROPOSED FEES

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

APPENDIXES

Appendix A-General information regarding South Canyon Landfill

Appendix B-Design and Operation reports

Appendix C- Annual Volume and Revenue Data-April 1, 1999 thru December 31, 2008. Includes volume based fee structure, which ended on December 31, 2008, as well as the current weight based fee structure.

Appendix D-Existing equipment available for sale

Appendix E-CDPH & E Composting Regulations, Section 14 of 6 CCR 1007-2, Part 1

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete ALL areas. Mark N/A for those, which are not applicable. Type or **print legibly**, all responses.

1.
 - a. LEGAL NAME OF FIRM: _____
 - b. DBA OR BUSINESS NAME
(IF DIFFERENT) _____
2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
 - a. STREET ADDRESS: _____
 - b. CITY: _____ STATE: _____ ZIP: _____
 - c. ALTERNATE ADDRESS: _____ YES _____ NO if yes, attach separate sheet with information.
(Address used for returns, etc., if different from #2 and #3.)
3. PAY OR REMIT ADDRESS:
 - a. LEGAL NAME OF FIRM: _____
 - b. STREET ADDRESS: _____
 - c. CITY: _____ STATE: _____ ZIP: _____
 - d. PAYMENT TERMS (e.g., 2%10, net 30, etc.) _____
4. FIRM TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER (____) _____
EMAIL: _____
5.
 - a. FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
 - b. **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of
(name of firm) _____ and that the information
contained herein is true and correct to the best of my knowledge and belief.

Name: _____

Title: _____

Signature: _____ Date _____

No employee of The City of Glenwood Springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City Of Glenwood Springs.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER ONE FOR
OPERATIONS MANAGEMENT FOR
SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Bid due date has been changed to February 18, 2009, 5:00 p.m., Mountain Standard Time.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Heortland Environmental Svcs LLC Fax: 970-922-0452
Address: 32046 Hwy 82 City/State: Snowmass, CO Zip: 81615
Contact Person: Larry Giroux Title: Manager Phone: 618-407-2280
Authorized Representative's Signature: [Signature] Phone: _____
Printed Name: _____ Title: _____ Date: _____

*faxed
1/27/09*



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER TWO FOR
OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Please delete section Work By Others on page 12 of bid documents.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Heartland Environmental Services, LLC</u>	Fax:	<u>970-922-0452</u>
Address:	<u>32046 Hwy 82</u>	City/State:	<u>Snowmass, CO</u>
Contact Person:	<u>Larry Giroux</u>	Zip:	<u>81615</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>618-407-2280</u>
Printed Name:	<u>Larry Giroux</u>	Phone:	<u> </u>
	Title: <u>Manager</u>	Date:	<u> </u>

failed
11/27/09

City of Glenwood Springs
Addendum #4 to Professional Services Agreement

The undersigned are parties to that certain Agreement dated April 29, 2009 (the "Contract") with respect to Operations Management for South Canyon Landfill, Glenwood Springs, CO (Proposal No. BD 2009-001).

The parties desire to clarify, and where applicable, amend certain provisions of the Contract as set forth below in this Addendum #4.

In order to induce each party to enter into the Contract, and for other good and valuable consideration, the undersigned agree as follows:

1. The "Contract Documents" as defined in the Contract shall also include this Addendum #4.
2. Notwithstanding anything to the contrary contained in the Contract, Owner and Contractor agree that the three (3) employees of Owner who are to become employees of Contractor under the terms of the Contract (the "Specified Employees") shall remain employees of Owner through and including May 31, 2009. As such, Owner shall (i) compensate the Specified Employees at their current rate of compensation and (ii) carry workers' compensation and employers' liability insurance with respect to such Specified Employees through and including May 31, 2009. For the period from May 1, 2009, through and including May 31, 2009 (the "Subcontract Period"), Owner shall subcontract the services of the Specified Employees to Contractor, and Contractor shall pay to Owner an amount equal to the hourly wages and related employment taxes payable by Owner with respect to such Specified Employees for the Subcontract Period.

Agreed to this 7~~th~~ day of May, 2009:

"Owner"

City of Glenwood Springs

By: Jeff Hecksel

Jeff Hecksel, City Manager

"Contractor"

South Canyon Waste Systems, LLC

By: Larry Giroux

Larry Giroux, Manager

Exhibit B



Heartland Environmental Services, LLC

LANDFILL OPERATIONS MANAGEMENT PROPOSAL

South Canyon Landfill

City of Glenwood Springs, CO

Purchasing Department

101 West 8th Street

Glenwood Springs, CO 81601

BD 2009-001

Submitted by

Heartland Environmental Services, LLC

32046 Hwy. 82

Snowmass Village, CO 81615

Phone: (970) 922-0878

Fax: (970) 922-0452

Mobile: (618) 407-2280

E-mail: Lgiroux@Heartland-Companies.com

February 18, 2009

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EXECUTIVE SUMMARY

This proposal is submitted by Heartland Environmental Services, LLC (Heartland) of Snowmass Village, Colorado, in response to BD 2009-001 issued by the City of Glenwood Springs, Colorado for the operation of the city owned South Canyon Landfill.

The South Canyon Landfill, which first began operations in the early 1950's, is located approximately five miles west and one mile north of the city. Access to the site is limited to a single road which enters the site on the southeast corner from South Canyon Creek Road.

The City of Glenwood Springs provides solid and liquid waste management and recycling services for its residents and businesses. These services include waste collection and operation of the following processes at the South Canyon Landfill:

- Recycling drop-off boxes
- Disposal for Municipal Solid Waste (MSW)
- Disposal for Construction & Demolition (C&D) material
- Septage/car wash water management
- Composting operations (currently contracted to a third party)

Heartland Environmental Services, LLC (Heartland) is a company experienced in extending the life of waste disposal facilities through reclamation, recycling, wastewater management and environmentally sound waste management practices.

Heartland hopes to be the city's partner in solid waste and liquid waste management. Your South Canyon Landfill will be treated as our own and managed with pride and professionalism. Heartland brings neutrality to solid waste disposal by being a company which does not provide collection services in competition with other providers using the landfill. Heartland operates in a fashion which brings accountability to Heartland and the City with appropriate operating procedures and documentation. We propose to do the following:

- Provide cost effective, environmentally sound, value added landfill services;
- Operate the landfill in a safe and efficient manner;
- Meet all applicable environmental regulations;
- Work closely with Glenwood Springs' staff;



- Provide excellent customer service, and strive to maintain a safe, clean and orderly environment for the customer;
- Consult with Glenwood Springs to minimize or eliminate any start-up or transition related problems;
- Help the City of Glenwood Springs market its aggregate sales program;
- Offer permit and operational design consultation to maximize the life of the facility;
- Facilitate discussion with the BLM for maximizing land use and improving functionality;
- Bring Heartland's strategic partners to Glenwood Springs to develop a comprehensive greenhouse gas and carbon footprint reduction program including the evaluation of solar energy capacity, all in support of maintaining recreational and population growth with appropriate carbon offsets;
- Bring proprietary technology and equipment to provide increased liquids management with zero liquid discharge (ZLD) while reducing air space utilization.

Heartland has a proven track record in the Rocky Mountain Region at high elevations. Heartland provides the same services for Pitkin County, Colorado with excellent results and the satisfaction of the County.



SECTION I: CONTRACTOR'S SCOPE OF SERVICES

A. LANDFILL DAILY OPERATIONS

Heartland, having examined all documents made available by the City and having reviewed the site of the proposed work, including the economic conditions of the community and the availability of materials and labor, proposes to furnish all labor, materials, supplies, services, and supervision required to perform the work identified in BD2009-001.

The definition of materials excludes daily and intermediate cover which must be purchased from an outside source or brought onto the site from an area not on the facility property. As defined below, Heartland will be responsible for the placement of daily and intermediate cover as well as the excavation and movement of soil from any on-site sources.

The terms of the proposed contract are for a five year initial contract with four, five-year options.

All landfill operations will be conducted in accordance with 6 CCR 1007-2, and other documents as shall be defined.

Heartland reserves the right to assign this proposal to a wholly owned subsidiary of Heartland prior to execution of any definitive contract documents.

The following sections detail the services that Heartland will provide as part of the landfill operations.

A-I. Compaction and Covering of Municipal Solid Waste

Heartland will perform the following:

- Provide a daily working face for waste disposal that minimizes the exposed area;
- Spread and compact the waste in a manner that achieves maximum practical density;
- Provide an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Cover compacted waste daily with a minimum of 6 inches of soil cover or alternate daily cover as approved by the Colorado Department of Public Health and Environment (DPHE);
- Use approved alternate daily cover whenever possible in compliance with any terms or conditions imposed by Colorado DPHE;



- Ensure that all intermediate and daily cover is graded to provide positive drainage;
- Provide proper signage, cones, barriers or other form of traffic control to direct refuse vehicles to the daily working face;
- Visually inspect all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze and yard waste;
- Provide recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;
- Immediately cover certain wastes requiring special handling, including but not limited to: asbestos (friable and non-friable), dusty wastes, extremely odiferous wastes, and dead animals;
- Shape contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintain areas covered with daily, intermediate, or final cover.

A-II. Recovery, Compaction and Covering of Construction and Demolition Waste

Heartland will perform the following:

- Divert Construction and Demolition Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable material including rock, concrete, soil, wood, and metal;
- Obtain DPHE approval to grind non-recoverable C&D material and use as Alternate Daily Cover;
- Extend the landfill life by greater than 40% by utilizing the C&D practices outlined in this proposal and proven at our current operation at the Pitkin County landfill (See exhibits #1 and #2);
- Utilize processed C&D for daily cover as demonstrated in the photo of our Pitkin County landfill (Exhibit #3).

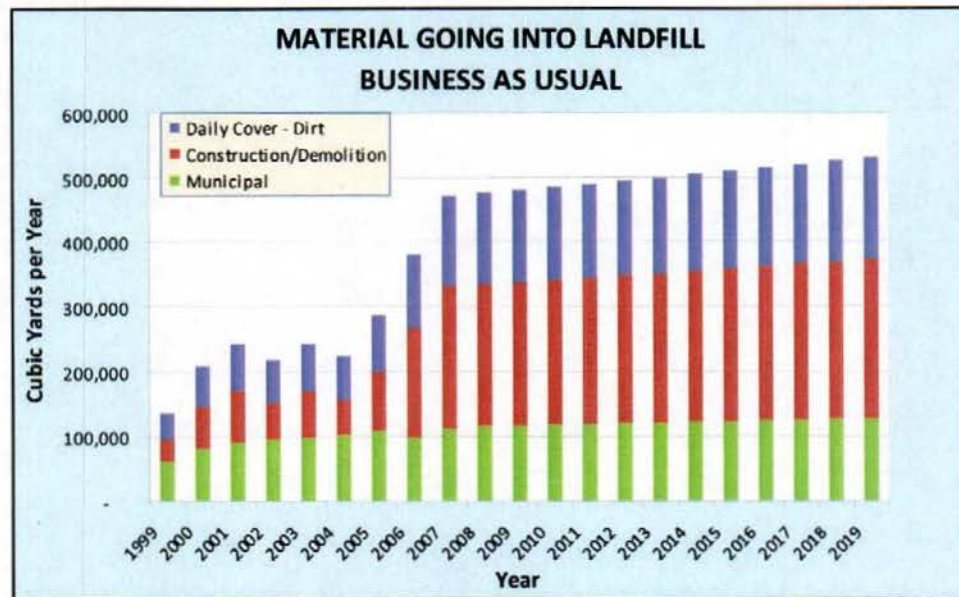


Exhibit 1

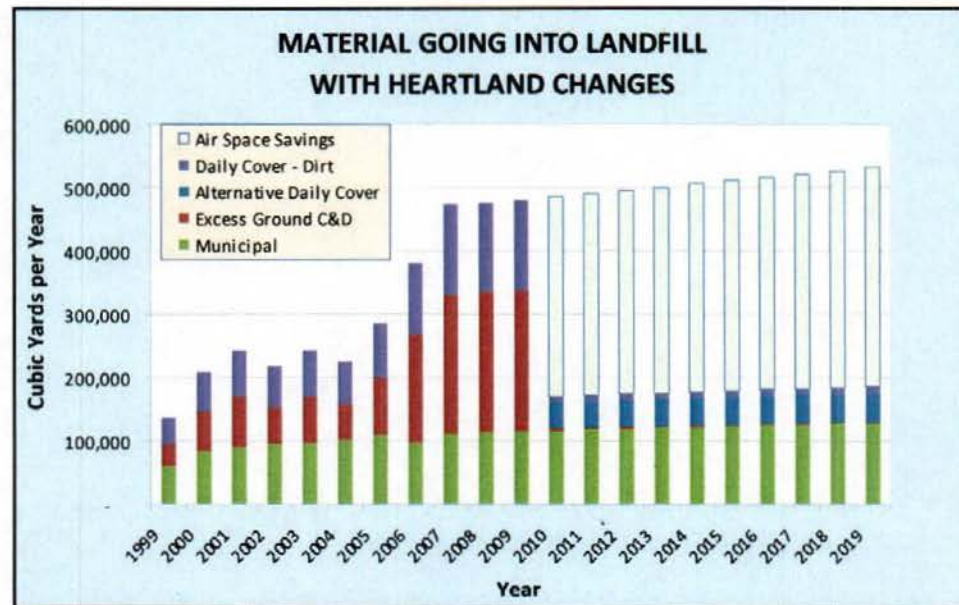


Exhibit 2



Exhibit 3

A-III. Road Construction and Maintenance

Heartland will be responsible for all internal roads at the Landfill beginning at the gate/scale house. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure trafficability, safety of haul roads, and minimal dust generation.

Heartland will perform the following:

- Road construction as necessary with a maximum road grade of 10%;
- Dust control on a daily basis when potential for dust generation exists, utilizing on-site water where available and obtaining additional water from off-site sources when necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to ALL landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and providing drainage control;



- Maintain conditions for safe passage of all internal site roads during all operating hours, including storm events;
- Reconstruct and resurface the entrance road from the entrance gate to the compost road with engineered fabric. Costs for the road reconstruction are addressed in the pricing schedule.

A-IV. Nuisance Control

Litter Control

Heartland will perform the following:

- Control litter at the working face and along on-site roads;
- Use portable litter fences or screens at the working face;
- Pickup litter within the site, around the site perimeter, and off-site as necessary based on significant wind events where excessive litter has escaped from the landfill operations;
- Pickup litter on the access road from Hwy 70 to the landfill entrance;
- Make recommendations on more effective litter control methods.

Vector Control

Heartland will perform the following:

- Implement proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

Fire Control

Heartland will perform the following:

- Provide fire lanes as necessary;
- Provide and maintain suitable fire extinguishers for Heartland equipment and employee facilities;
- Understand and be prepared to quickly implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;



- Supervise unloading, spread out waste using basic field equipment, visually inspect waste, and perform field testing of any suspect materials;
- Move inspected waste to the working face if no unacceptable materials are present.

NOTE: It will be the city's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.

A-VII. Safety, Training, and OSHA Requirements/Equipment

Heartland will perform the following:

- Provide personal protective equipment and safety training to meet all local, state, and federal requirements as necessary for this operation. See Appendix G for Heartland's Corporate Safety Policy.

A-VIII. Equipment

- Heartland plans to purchase and utilize the city's equipment at fair market value determined by a qualified third party agreeable to both parties. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B. A full list of the equipment that will be deployed at the South Canyon Landfill by Heartland and its subcontractor is included in Appendix E.

B. COMPOSTING OPERATIONS

Heartland will perform the following:

- Direct and supervise unloading operations for both wood waste and sludge;
- Provide, maintain, and operate the shredder and/or tub grinder to achieve particle size reduction of wood and/or paper waste;
- Mix sludge with shredded wood waste;
- Transport compost material to compost area;
- Form windrows or piles;
- Turn windrows or piles;
- Track and document windrows or piles;
- Provide the equipment to load material into the shredder and/or tub grinder;



- Provide equipment to remove and transport shredded material to the compost area;
- Provide all equipment to mix sludge with shredded material;
- Provide fuel for all equipment involved;
- Provide all necessary labor;
- Reconstruct a new compost pad as necessary;
- Load compost onto purchaser's vehicle.

Note: Heartland is recommending an alternate proposal to composting found in Section II, Optional Scope of Services.

C. AGGREGATE SEPARATION AND TOPSOIL OPERATIONS

To increase the life of the facility, incoming loads containing topsoil, aggregate or concrete will be diverted and processed. The incoming material will be screened, crushed or a combination of both to create topsoil or aggregate. This material will subsequently be available for re-sale or use at the facility. All of Heartland and subcontractor's equipment involved with the loading, crushing and screening of material are equipped with scales. An equipment list for aggregate processing is located in Appendix E.

Heartland will perform the following:

- Provide all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Provide site maintenance for the aggregate recovery operation;
- Direct incoming mixed soil and rock loads to the proper unloading area;
- Provide necessary services for mixing topsoil and compost together for sale to the public;
- Provide loading services for purchasers of rock, topsoil, or other aggregate products;
- Process the existing stockpiles as well as additional materials as shown below:

Standard Processing:

- Topsoil/compost mixture
- 4" to 6" minus material
- Concrete
- Reclamation crushing or screening
- Closure/final cover material



Premium Processing:

- ¾" Road Base
- 1 ½" Road Base
- 3" Road Base
- ¾" Screened Rock
- 1 ½" Screened Rock
- Class 5 Base (depending upon suitability of material)
- Crusher Fines/Pipe Bedding (depending upon suitability of material)
-

Note: Heartland and its subcontractor have a proven record of aggregate marketing in the Roaring Fork Valley as demonstrated by a 300% increase in aggregate sales at the Pitkin County Landfill since 1999.

D. IMPROVEMENTS

We have included our response to this section in Section II, Optional Scope of Services.

E. EMPLOYEE FACILITY

Heartland will perform the following:

- Provide adequate employee facilities for Heartland's personnel, including telephone and electricity;
- Provide all materials and supplies necessary to provide a safe and sanitary environment for our employees;
- Heartland anticipates locating its employee facility in close proximity to the existing maintenance facility and will utilize the existing utilities.



SECTION II: OPTIONAL SCOPE OF SERVICES

In this section we want to communicate our ideas to extend the life of the landfill, improve aesthetics, create immediate airspace, improve operation and safety conditions, and make the South Canyon Landfill a model of environmental excellence. Heartland has proactively had conversations with Mr. Roger Doak, Colorado Department of Public Health and Environment, and he is receptive to discussions toward enhancements of operations, improved aesthetics, and expedited permit modifications at the South Canyon Landfill.

We propose the following:

A. RECLAMATION/AIRSPACE SWAP

Heartland, in conjunction with city staff and their consultant, proposes to create and submit an expedited permit modification to the Colorado Department of Public Health and Environment. The modification will propose reclaiming the existing construction and demolition (C&D) area by screening or crushing the material in place. The proposal will suggest exchanging the reclaimed airspace for a small horizontal expansion on the existing southern slope of the landfill. See map at Exhibit #4. The benefits to this proposal are as follows:

- Create immediate, cost effective airspace;
- Enable cost effective compliance for the final slope contour at the southern slope;
- Drastically improve the landfill entrance aesthetics both at the C&D area and the southern slope area;
- Eliminate the production and treatment of leachate, (the liquid solution that drains from waste matter) from the C&D area;
- Create an aggregate product for internal use or possible resale;
- Improve surface water drainage.

B. BLM LAND SWAP

Heartland will use the services of its consultant, Ms. Dorothea Farris, to facilitate negotiations between BLM and the city to exchange property directly adjacent to the northern boundary of the landfill. If successful, the city could apply to the State for a large redesign and expansion. See map at Exhibit #5. The benefits to this proposal are as follows:

- Insure operational compliance with property boundary;



- Place the surface water run on ditch on property owned by the city;
- Enable a redesign of the site that will significantly reduce post-closure care and maintenance costs;
- Create a significant increase in airspace.

C. SOLAR ENERGY PROJECT

If the BLM negotiations are successful, use Heartland's consultant, Ms. Dorothea Farris, and representatives from solar energy companies, including Hull and Associates, an Ohio based consulting firm specializing in environmental and solar projects, to explore the possibility and feasibility of doing a solar energy project on part of the newly acquired land from the Bureau of Land Management (BLM). A copy of Hull & Associates letter in support of this project as well as their Statement of Qualifications is included in Appendix I. Residents of Glenwood Springs and Garfield County have indicated strong support for renewable energy, including solar power, in their support for the solar rebates program which is being managed by Garfield New Energy Communities Initiative, the county-wide clean energy program launched this year with a separate grant of \$1.6 million from the Colorado Department of Local Affairs. See Exhibit 5 showing the proposed location of the solar project. The benefits to this proposal are as follows:

- Facilitate negotiations with BLM on the property exchange that acknowledge the Federal mandate for BLM to develop or encourage solar or wind projects;
- Provide green power for landfill use or use by any new project on the city's property, such as a geothermal project;
- Provide positive, "Green" public relations;
- Provide local, premium green power in the Roaring Fork Valley for green power users, such as the Aspen Ski Company.

Note: The landfill has an existing electric power transmission line.

D. STRAIGHTENING OF LANDFILL HAUL ROAD AND RELOCATION OF POWER LINE

Heartland proposes to straighten the landfill haul road and relocate the power line at the appropriate future time. The benefits to this proposal are as follows:

- Increase airspace;
- Enable appropriate construction of the landfill;
- Improve aesthetics;
- Improve surface water drainage.



E. LIQUIDS MANAGEMENT

Heartland proposes to add a patented wastewater concentrator process to reduce car wash and waste product liquids to a small fraction of incoming volume. This improvement to operations will provide expanded services for the community and significant benefits for the city, as detailed below.

Heartland will use an existing storage pond at the site to receive car wash and waste water. Low-solids liquid from this pond will overflow to a second pond that will serve to feed the concentrator. Settled sludge from the receiving pond along with effluent from the concentration process will be deposited in the landfill to stimulate gas production for a viable gas collection project that produces energy and qualifies for carbon credits.

The addition of the wastewater concentration process will maintain zero liquids discharge while serving the community by increasing daily capacity for receipts of wastewater to as much as 40,000 gallons per day. In addition to serving local needs and creating new revenue for the city, the environmentally friendly process will use renewable fuel sources by burning wood from C&D and yard waste as the principal energy source. The ash generated from this process can be used for daily cover thus improving the landfill's negative dirt balance. This beneficial use will eliminate composting with attendant capital cost savings related to compliance with new regulations. Exhibit 6 is a simple schematic of the concentration process. Exhibit 4 is a map showing the proposed location for the liquids management and wood grinding and storage process. The benefits to this proposal are as follows:

- Increase liquids disposal capacity, creating more revenue for the city;
- Reduce emissions to the atmosphere, compared to traditional compost operations;
- Reduce odor impact, compared to traditional compost operations;
- Improve aesthetics, compared to traditional compost operations;
- Generate federal waste heat credits authorized in the 2007 Energy Bill;
- Reduce greenhouse gas emissions.

Exhibit 6

Schematic of Concentration Process for Liquids

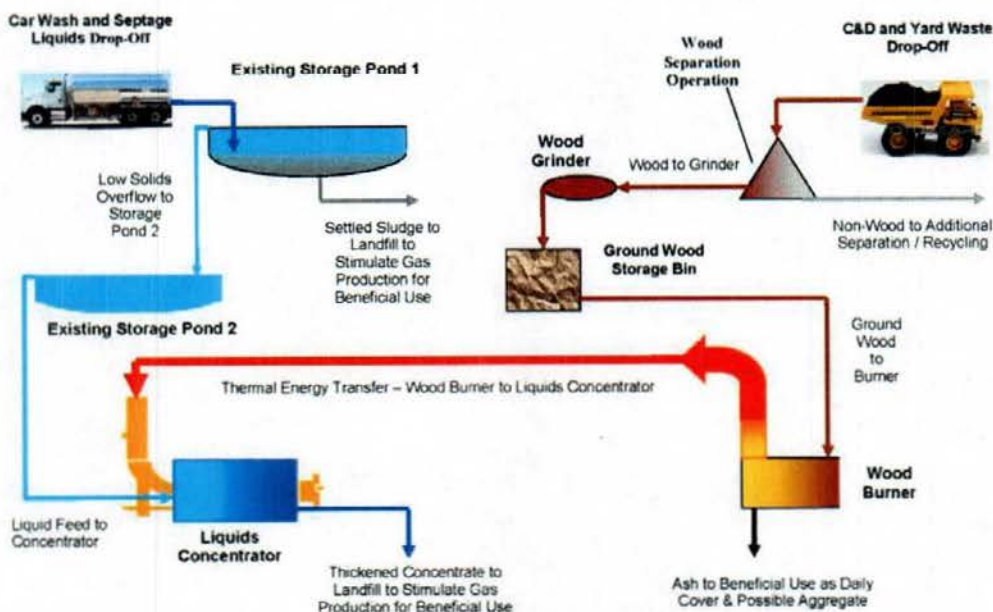


Exhibit 6

SECTION III: THE CITY OF GLENWOOD SPRINGS SERVICES AND RESPONSIBILITIES

Heartland offers the service of loading used tires and scrap metal if the city so desires at no additional cost to the city.

SECTION IV: BONDS

Heartland has received a commitment for performance and payment bond from the surety company. See letter at Appendix B.

SECTION V: CONTRACT TIME

Heartland will be ready to perform the responsibilities of the contract on April 1, 2009. Please refer to our Transition Plan at Appendix J.

SECTION VI: SELECTION PROCESS

Heartland believes itself to be uniquely qualified to meet the criteria given for selection:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology;

Heartland and the affiliated companies under the ownership of Larry Giroux have been in existence since 1999. The key personnel have more than 100 years of combined experience managing landfills throughout North America. The map at Exhibit 7 shows the diverse locations of these markets. In Colorado, our senior management has had direct responsibilities at the Denver Regional Landfill and the Pitkin County Landfill. Our detailed Roaring Fork Valley experience operating the Pitkin County Landfill can be found in Appendix D.



Exhibit 7



Summaries of our key personnel are as follows: Complete resumes are included in Appendix H.

- **Larry Giroux, owner.** Larry has worked in the solid waste management industry since 1986. He has managed landfills as large as 6,000 tons per day and has directed cell development and landfill closure projects. His success in these endeavors is reflected in the letters of reference shown in Appendix I.
- **Rick McEwen, Business Development Manager.** Rick's key strengths are operational management, strategic planning and implementation, acquisition integration, multiple facility operations, transportation and supply chain management, and employee development.
- **Rick Crider, General Manager.** Rick has managed landfills since 1981. He is SWANA certified and has specific experience in the Roaring Fork Valley.
- **Jan Meibaum, Controller.** Jan has been in the solid waste management industry her entire career with responsibilities for financial accounting of companies with over \$50M in annual sales. She is especially talented in coordinating start-up activities and integrating new businesses.
- **Mike Matheney, Owner, Matheney Trucking Co., subcontractor.** Mike has lived and worked in the Roaring Fork Valley for 15 years and is a major reason for success of the 300% growth of aggregate sales at the Pitkin County Landfill.
- **Dorothea Farris, Consultant.** Dorothea is committed to sustainable communities, wise use of our resources, and protection of our natural environment. A County Commissioner in Pitkin County, Colorado from 1996-2008, she now serves as Commissioner for the Colorado Division of Wildlife.

Four of the six key personnel currently reside in the Roaring Fork Valley.



APPENDIX A: PRICING

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$165,417	\$1,985,000	See Notes 1
2010-2011	\$165,417	\$2,085,000	Year 2 adds \$100,000 for entrance road reconstruction
2011-2012	\$165,417	\$1,985,000	
2012-2013	\$165,417	\$1,985,000	
2013-2014	\$165,417	\$1,985,000	

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$.13/gallon		Priced on all non-hazardous water received
2010-2011	\$.133/gallon		No charge for incoming yard waste
2011-2012	\$.135/gallon		See Notes 1,2,3
2012-2013	\$.138/gallon		
2013-2014	\$.141/gallon		

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$5.75/ton		Unit price/ton for premium crushing is \$7.38/ton and escalates at the same rate as standard crushing
2010-2011	\$5.87/ton		See Notes 1,4
2011-2012	\$5.99/ton		
2012-2013	\$6.11/ton		
2013-2014	\$6.23/ton		

Notes

- 1: Fuel surcharge will be implemented when off-road unit fuel prices exceed a negotiated price.
- 2: Under current city pricing for waste water and sludge and utilizing the 2008 incoming gallons, the city will generate surplus funds of approximately \$140,600 annually.
- 3: Cost of non-hazardous water drops to \$.10/gallon on annual volume in excess of 15,500 per day (annual volumes in excess of 5,657,500).
- 4: All aggregate processing equipment is equipped with scales.



VENDOR INFORMATION FORM

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

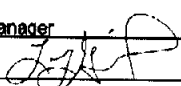
The following information is required when submitting a response to this solicitation. Please complete **ALL** AREAS. Mark N/A for those which are not applicable. Type or print legibly, all responses.

1. a. Legal name of firm: Heartland Environmental Services, LLC
b. DBA or Business Name: same
2. Address of Firm (Where Purchase offers should be sent):
a. Street Address: 32046 Hwy. 82
b. City: Snowmass Village State: Colorado Zip: 81615
3. Pay or Remit Address:
a. Legal name of Firm: Heartland Environmental Services, LLC
b. Street Address: P.O. Box 1276
c. City: Basalt State: CO Zip: 81621-1276
d. Payment terms: 2%10,net 30
4. Firm Telephone Number: (970) 922-0878
Toll Free Number: N/A
Fax Number: (970) 922-0452
Email: lgiroux@Heartland-Companies.com
5. a. Firm's Federal Identification Number: 26-3762867
b. Self Employed vendors Are Required to submit the Federal IRS W-9 Form.

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of Heartland Environmental Services, LLC and that the information contained herein is true and correct to the best of my knowledge and belief.

Name: Larry Giroux

Title: Manager

Signature:  Date 2/18/09

No employee of the city of Glenwood springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City of Glenwood Springs.



APPENDIX B: BOND



February 13, 2009

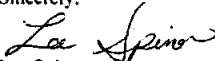
City of Glenwood Springs Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601

Re: Request for Proposal BD 2009-001

To Whom It May Concern

The Assurance Agency, Ltd. Utilizing LEXON INSURANCE COMPANY and the existing framework with Heartland Environmental Services, LLC is ready to accommodate any bonds or Financial Assurance requirements necessary for the execution of a contract for the Operations Management for South Canyon Landfill

Sincerely,


Lee Spino

Assurance Agency, Ltd. - One Century Centre - 1750 East Golf Road - Schaumburg, Illinois 60173
phone 847.797.5700 fax 847.440.9130 www.assuranceagency.com

Confidential



OPERATIONS MANAGEMENT PROPOSAL
SOUTH CANYON LANDFILL
FEBRUARY 18, 2009



821 17th St.
Denver, CO 80202
cobizbank.com

February 13, 2009

Mr. Robin Millyard,
Public Works Director,
101 W. 8th Street,
Glenwood Springs, CO 81601

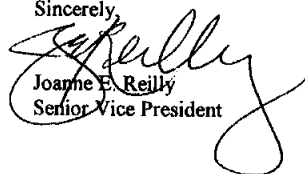
Dear Mr. Millyard:

I am writing this letter on behalf of our valued client, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland Environmental Services, LLC. Colorado Business Bank is very pleased to have this fine company as a client. The Bank has extended several credit facilities to this company over the past two years all of which have been handled as agreed.

I have known and provided banking services to PCWS and its principals, Larry Giroux and Mike Rutsch for two years. I know that they operate the business with a high level of integrity and expertise. I would not hesitate to favorably recommend them.

Colorado Business Bank is very pleased with the current banking relationship and hopes to increase our association in the future. Please feel free to contact me directly at (303) 312-3434 if I can provide any additional information or answer any questions you may have.

Sincerely,



Joanne E. Reilly
Senior Vice President

Confidential



APPENDIX C: INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID C6 GEIWA-1	DATE (MM/DD/YYYY) 02/13/09		
PRODUCER Conrad M. Deneault, Jr. The Daniel and Henry Co. 1001 Highlands Plaza Dr West St. Louis MO 63110 Phone: 314-421-1525 Fax: 314-444-1990		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
INSURED Heartland Environmental Services, LLC Larry Gibson P O Box 220842 Kirkwood MO 63122		INSURERS AFFORDING COVERAGE INSURER A: Safeco Insurance Company INSURER B: Greenwich Insurance Co. INSURER C: INSURER D: INSURER E:	NAIC # 24740		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	☒ GENERAL LIABILITY	GEC001227306	05/01/08	05/01/09	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$5,000
	☒ Environmental	PEC000266908	05/01/08	05/01/09	PERSONAL & ADV INJURY \$1,000,000
	☒ Professional	PEC000266908	05/01/08	05/01/09	GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	POLICY ☐ PRO ☒ LOC				EEL 1,000,000
A	☒ AUTOMOBILE LIABILITY	01CG3459126	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	☐ GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY - AGG \$
B	☒ EXCESS/UMBRELLA LIABILITY	UEC000267008	05/01/08	05/01/09	EACH OCCURRENCE \$4,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$4,000,000
	DEDUCTIBLE				\$
	☒ RETENTION \$10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER			CANCELLATION		
For Insured Use			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2001/08)

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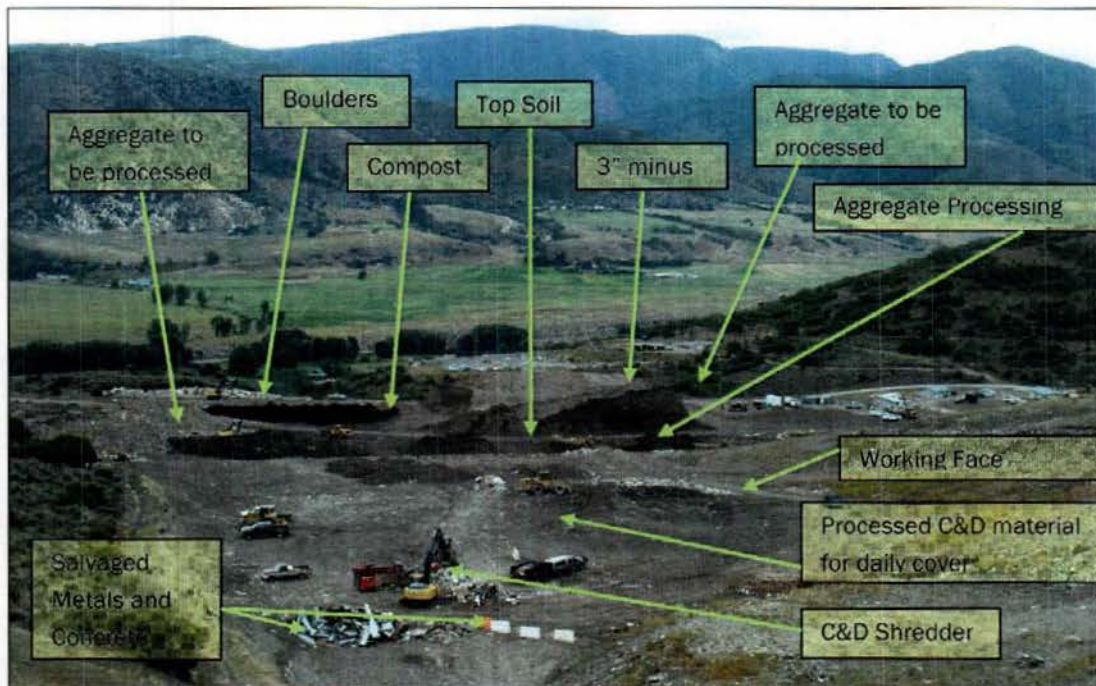
APPENDIX D: LOCAL EXPERIENCE



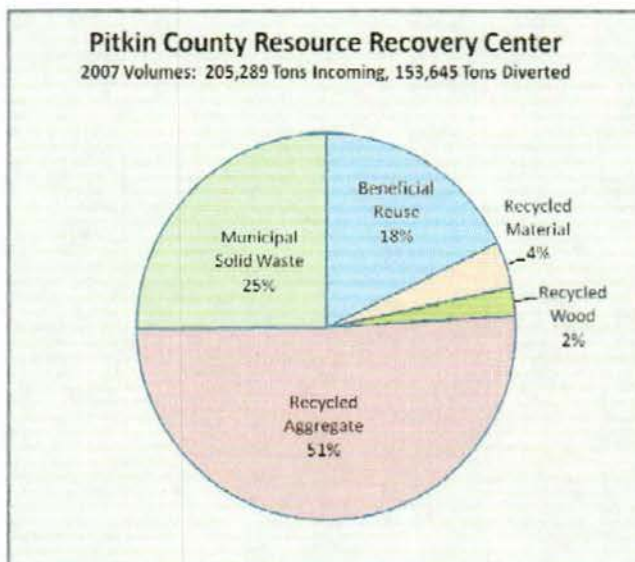
Pitkin County Waste Systems (PCWS), a subsidiary of Heartland, began operating the Pitkin County Landfill in 1999. At that time, Pitkin County was very interested in changing the way their landfill was operated and issued an RFP for 3rd parties to operate the landfill. During the contract period, PCWS has significantly reduced the volume of waste placed in the landfill, increased recycle and beneficial use of the diverted materials, and reduced the cost of operations. PCWS's performance has been viewed very positively by Pitkin County, resulting in contract extension through 2016.



The above photos show operational improvements in the landfill from 1999 to 2003. The photo below illustrates the operation of the landfill and all the recycling activities at the site in 2008. These photos were all taken from the same location.



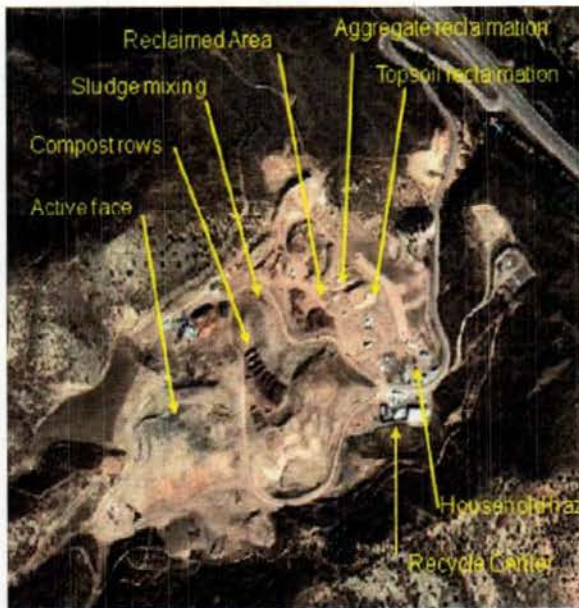
The photo above is from 2008 showing the active area of the landfill. The photo shows the many areas for processing materials that are diverted from the landfill and reused.



The results of these changes have been very significant. The chart on the left shows material that was diverted from the landfill in 2007. Overall, 75% of the incoming material was diverted.

The actual tonnage diverted was:

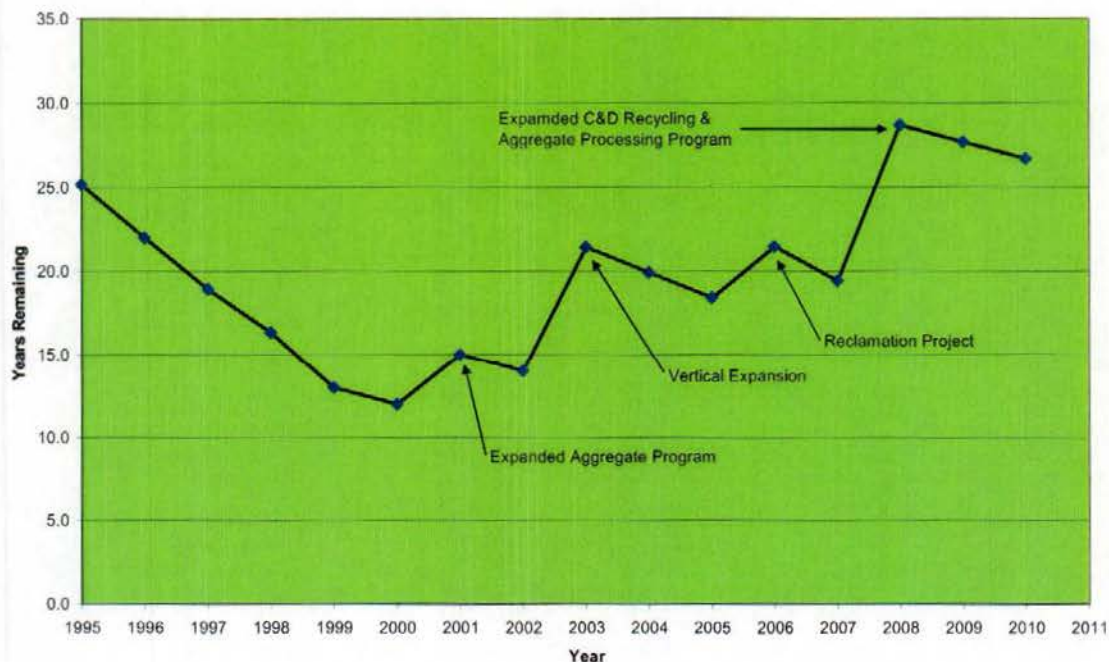
Material	2007 Tons
Beneficial Reuse	36,463
Recycled Material	7,910
Recycled Wood	4,830
Recycled Aggregate	104,442
Municipal Solid Waste	51,444
	205,089



The aerial view on the left shows another view of the processing areas.

One significant benefit to the changes implemented by Pitkin County and PCWS is the extension to the life of the landfill. In 1999, the remaining life of the landfill was 13 years. Today, 10 years later and without any expansion of the footprint of the landfill, the remaining life of the landfill is still greater than 25 years.

Pitkin County Solid Waste Center Remaining Life (years)

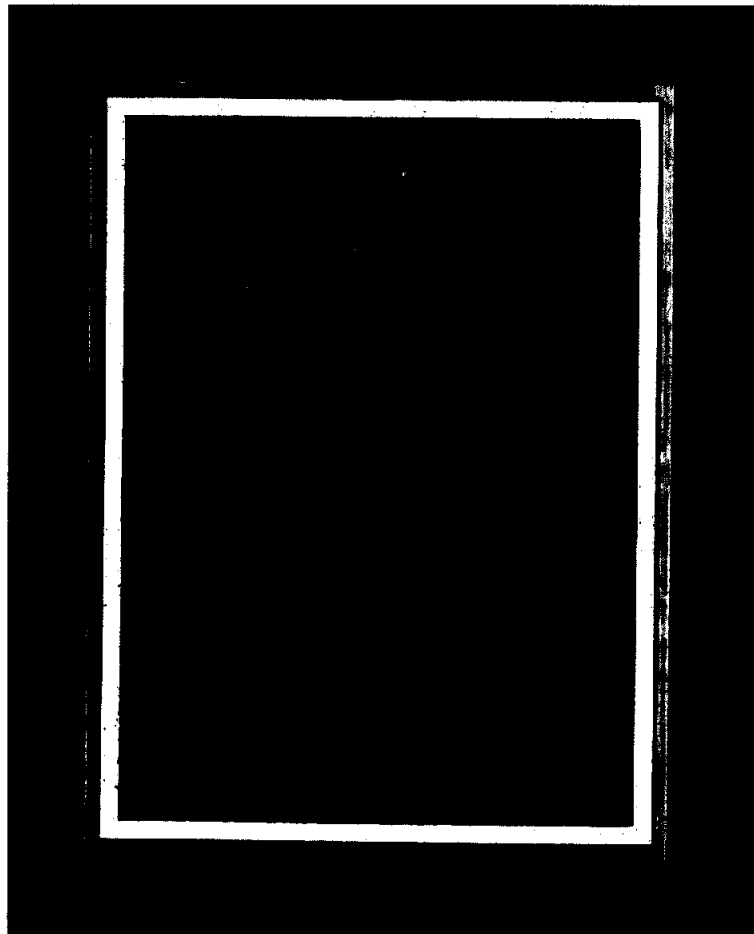


Confidential



The life extension shown on the graph above is for the Pitkin County Landfill. Heartland believes similar benefits can be achieved at South Canyon Landfill.

Many people within and outside of Pitkin County have viewed Pitkin County's solid waste program as a success and, potentially, a model for similar sized facilities. One award that Pitkin County Solid Waste Department, Pitkin County Commissioners, PCWS, and others involved with this program are proud of is the American Public Works Association – Colorado Chapter, 2006 Public Works Project Award shown below.





APPENDIX E: EQUIPMENT AND VEHICLE SCHEDULE

The following schedule outlines the anticipated equipment supplied by Heartland and its subcontractor for use in the landfill operations, the compost and aggregate operations, and the wood grinding operations. All equipment required for this contract is currently owned by Heartland and its subcontractor except the equipment existing at South Canyon Landfill, which we plan to purchase. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B.

LANDFILL OPERATIONS

Cat 816 Compactor
John Deere 950 Dozer
Volvo 120 Loader
Cat D8 Dozer
Cat D250 Dump Trucks (2)
Cat 140 Grader
Volvo 290 Excavator
Hammel 850 Grinder (or equivalent)
Service Trucks

COMPOST/AGGREGATE LOADING & STOCKPILING

Cat 963 Loader

AGGREGATE PROCESSING/WOOD GRINDING

Metso LT 106 Metra Jaw Crusher
Metso LT Metra Track Cone Crusher
Extec S-6 Screening Plant
Extec E-7 Scalping Screen
McCloskey 621 Trommel Screen



Vermeer HG 6000 Horizontal Grinder

John Deere 240D Excavators (2)

John Deere 350 D Excavator

John Deere 644J Loader

John Deere 724J Loader

Volvo 180F Loader

100 Ft of Radial Stacker

Equipment Rate List

The cost/hour column is given for those portions of the proposal which reference work being performed as an addendum to the contract and based upon time and materials.

EQUIPMENT	COST/HOUR
CAT 816 Compactor	\$150.00
CAT D8R Dozer	\$215.00
John Deere 950 Dozer	\$200.00
Articulated Haul Trucks	\$175.00
Volvo 120 F Loader	\$160.00
Volvo 180 F Loader	\$180.00
CAT 963 Loader	\$180.00
John Deere 644 Loader	\$160.00
CAT 140 Grader	\$150.00
John Deere 240D Excavator	\$175.00
John Deere 350D Excavator	\$185.00
Water Truck	\$100.00



APPENDIX F: EQUIPMENT MAINTENANCE



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

TABLE OF CONTENTS

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LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Purpose

Our Landfill Equipment Preventative Maintenance Program was established to assure periodic and proper lubrication and is designed to increase productivity and lower maintenance expense.

This program is a guide which outlines preventive maintenance activities to be performed on a regular, scheduled basis and should be considered as providing the minimum basic service levels to be attained.

Benefits

Below are listed a few of the benefits we derive from a scheduled maintenance program:

- Minimizes equipment downtime.
- Maintains equipment at efficient operating levels.
- Adds equipment life and reduce operating costs.
- Detects the abuse of Heartland equipment.
- Optimizes equipment trade-in value.
- Enable us to plan work schedules and repair schedules that will best fit into our planned use.
- Provides operating and repair costs estimates for budget and bidding purposes.
- Estimates spare parts inventory and stock replacement bulk.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Program Content

Well kept maintenance records form the basis for our successful program. The following items are required to be kept on file at our landfill offices:

- **Machine History Folder** -This folder is for permanent records of all maintenance activities performed on each piece of landfill equipment. Caterpillar tractor company supplies us with an excellent machine history folder.
- **Daily Equipment Inspections** -This is a daily report that is completed by each operator. It is filled out in its entirety to ensure protection for the operator and machine. Operators must complete this form and turn in to their supervisor daily.
- **Scheduled Service Forms** -The operator or mechanic performing the actual service completes these forms. The service intervals will be: 50 hour, 250 hour, 1000 hour, and 2000 hour. These intervals may vary depending on operating and weather conditions. The completed forms will be kept in the machine jacket folder.
- **Fuel and Oil Report** -This form records fuel and oil usage and report hours of machine use and end of month hour meter readings
- **Repair Work Orders** -Repair work orders ensure proper cost control of parts and labor and also provides a record of work performed. Copies of the repair orders will be kept in the jacket file.

Maintenance Scheduling

The use of a chalkboard (or similar) to schedule preventive maintenance service is required at all of our operating locations. The boards present a simple, easy to read message of when the last maintenance service was done. Every piece of landfill equipment will be washed on an as needed basis, depending on operating conditions.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

GUIDELINES TO INTERPRETING OIL SAMPLES

ENGINE

Copper 30	Iron 70	Chromium 3	Aluminum 15	Silicone 20	Lead 35
--------------	------------	---------------	----------------	----------------	------------

HYDRAULIC (1000 HR OIL CHANGE)

Copper 15	Iron 20	Chromium 5	Aluminum 15	Silicone 15	Lead -
--------------	------------	---------------	----------------	----------------	-----------

TRANSMISSION (POWER SHIFT – 1000 HOURS)

Copper 125	Iron 150	Chromium 3	Aluminum 10	Silicone 30	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

TRANSMISSION (DIRECT DRIVE – 1000 HOURS)

Copper 25	Iron 150	Chromium 5	Aluminum 10	Silicone 30	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

STEERING CLUTCHES (1000 HOURS)

Copper 200	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

FINAL DRIVES AND DIFFERENTIALS (1000 HOURS)

Copper 25	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

MOTOR GRADER TANDEM DRIVE (1000 HOURS)

Copper 15	Iron 400	Chromium 3	Aluminum 5	Silicone 50	Lead -
--------------	-------------	---------------	---------------	----------------	-----------



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

DAILY PRE-OPERATING CHECKLIST

Operator Name _____

Machine _____

Unit _____

Date _____

Hour Meter _____

- ☐ Coolant Level
- ☐ Crankcase Oil Level
- ☐ Transmission Oil Level
- ☐ Hydraulic Oil Level
- ☐ Fuel
- ☐ 8 hour Lube Points
- ☐ Air Filter

WALK AROUND INSPECTION

- ☐ Leaks
- ☐ Damage
- ☐ Tracks Clean & Adjusted
- ☐ Radiator Clean
- ☐ Drain Water Off Tanks
- ☐ Windows Clean
- ☐ Belly Pans Clean
- ☐ Additional Comments _____

IF OVERHEATING OR OTHER PROBLEMS OCCUR NOTIFY SUPERVISOR



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 50 or 250 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Walk around inspection			
Fan & Adjusting Pulley Bearings -lubricate 2 fittings			
Fan & Alternator Belts -inspect and adjust			
Engine Oil-check oil level (take oil sample, change oil, filters and Wash breather 250 hr service			
Radiator-check cap seals, coolant level, anti-freeze and rust inhibitor Concentration: add 8 oz of inhibitor if needed-both can be checked with Malcool 2,00-test strips inspect water hoses for leaks and damage			
Fuel System -check condition of filter, drain moisture and sediment from fuel tank, wash cap and filter screen			
Batteries -check electrolyte levels, battery terminals and hold down brackets and clean Air Cleaner -clean and check for holes or rips			
Parking Brake -test to determine if lever engages properly			
Check operation of gauges and warning lights			
Transmission -check oil level (change filter elements and take oil sample 250 hr service)			
Lubricate dozer or bucket linkage, per Lube Guide			
Check torque on wheel mounting nuts			
Cab Air Filters -check and clean (if necessary)			
Hydraulic Control System -check oil level			
Check Cutting Edges			
Check brake fluid reserve and adjust			
Lubricate all door and side panel hinges			
Inspect front and rear differentials and final drives -check lubricant levels			
Lower belly pans and do a visual inspection of all remote grease lines and fittings on differentials-inspect for damage and replace or repair as needed (250 hr service only)			



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders –Compactors
Preventive Maintenance Checklist 1000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 Hr Service			
Change transmission oil, wash magnetic strainer, clean breather and change filter			
Take Oil Sample from All Compartments			
Check wheels for wire and debris – clean as needed			
Check Wheel Cleats for wear and cracks – repot problems			
Change hydraulic filter elements			

Other Work Performed _____

Comments _____

Serviceman _____
Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 2000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 and 1000 Hr Service			
Hydraulic System -change hydraulic oil, wash hydraulic filter screen and re-install, disassemble filter element and inspect for particles-install new element			
Check air intake system for leaks			
Check end play on turbo-charge shaft			
Cooling system -flush complete system, replace with new anti-freeze solution and rust inhibitor (if needed)			
Check engine valve lash			
Inspect fan spider assembly, both sides -replace the assembly if any broken, loose or missing rivets are detected			
Change front and rear differential and final drive oil			

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

LANDFILL EQUIPMENT MAINTENANCE AUDIT

Audit Period _____ Date _____
Last Audit _____ Location _____

P.M. Schedule

- Are P.M.'s on all units scheduled?
- Are P.M.'s scheduled properly?
- Are P.M.'s completed on schedule?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Vehicle History Files

- Is there a file for each vehicle?
- Are files up to date?

YES	NO
☐	☐
☐	☐

Comments:

Purchase Orders

- Are purchase orders used for parts and/or outside repairs?
- Are purchase orders and work orders used together?

YES	NO
☐	☐
☐	☐

Comments:

Forms

- Are Heartland Maintenance forms being used?
- Are Heartland Repair Orders being used?
- Are forms filled out properly?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Unit Numbers

- Are unit numbers displayed properly?

YES	NO
☐	☐

Comments:

Operator Write Ups

YES	NO
-----	----



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

- Are Defect Reports written daily? ☐ ☐
- Are Defect Reports reviewed by the mechanic? ☐ ☐
- Are defects repaired as required? ☐ ☐
- How are operator write-ups carried over on work not completed? ☐ ☐

Comments:

Tires

- Are legal tires being utilized?
- Are tire pressures checked?

YES NO

☐	☐
☐	☐

Comments:

Shop Conditions

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES NO

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Parts Room

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES NO

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Note General Condition of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Note General Appearance of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles

Response

YES NO

■ Were discrepancies from the last audit responded to?

☐ ☐

■ Were discrepancies from the last audit corrected?

☐ ☐

Comments:

Preventive Maintenance

YES NO

■ Is scheduling board on site for P.M.'s?

☐ ☐

■ Are P.M. services current?

☐ ☐

Comments:

Vehicle Reports

YES NO

■ Operators Daily Equipment Inspection

☐ ☐

■ Repair Order Forms

☐ ☐

■ Historical Data File for each unit

☐ ☐

Comments:

Maintenance Expense Records

YES NO

☐ ☐

Repair Work Orders

YES NO

☐ ☐

Fuel Storage Log

YES NO

☐ ☐

Equipment Wash Schedule

YES NO

☐ ☐



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Oil Analysis YES NO
☐ ☐

Parts and Tire Inventory

Inspect a Recently "P.M.ed" Unit

- All filters?
- Grease fittings?
- All fluid levels
- Was P.M. report filled out?

YES NO
☐ ☐
YES NO
☐ ☐
☐ ☐
☐ ☐
☐ ☐

Comments:

Wash Program

- Exterior
- Interior
- Crankcase guard / belly pan
- Engine and Transmission

YES NO
☐ ☐
☐ ☐
☐ ☐
☐ ☐

Comments:

House Keeping and Safety

- Maintenance bays
- Tool room
- Parts room
- Equipment Parking
- Fire extinguishers (shop and equipment)
- Vehicle safety equipment
- Engine alarm

YES NO
☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐

Comments:

Equipment

- Number of pieces of equipment
- Spares
- Surplus (specify each)

Comments:



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Equipment Manuals

YES NO

- Does each piece of equipment have a repair manual? ☐ ☐
- Does each piece of equipment have a parts manual? ☐ ☐
- Does each piece of equipment have an operators manual? ☐ ☐
- ☐

Comments:

Current Inventory

YES NO

- Is inventory list up to date? ☐ ☐

Comments:

General Comments:

General Manager _____ Date _____

Director of Operations _____ Date _____



APPENDIX G: HEALTH & SAFETY PLAN

Policy

It is the policy of Heartland to comply with all federal, state and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state or local law.

Procedures and Controls

- I. Heartland is dedicated to the development and maintenance of an effective loss prevention and loss control program. The managers are expected to implement and manage a program that will meet the following objectives: Each facility will have a site specific Health and Safety Plan to help facilitate the following:
 - A. The prevention of accidents and exposures resulting in injury, illness and property damage to our employees, customers and general public.
 - B. Policies and controls that conform to applicable federal, state, provincial and municipal laws, and company rules and regulations.
 - C. The selection and training of all employees to ensure that all services and duties are carried out in a professional manner.
 - D. The provision of a safe and healthful work environment.
 - E. The provision of appropriate, safe, well maintained equipment for employees and customers.

Program success can only be achieved through coordination of efforts by all levels of management. COMMITMENT and ACTIVE PARTICIPATION are essential to the achievement of these objectives. The following guidelines are presented as guidelines to preparation of site specific plans.

II. EMPLOYEE ORIENTATION AND TRAINING

Prior to assignment, the manager will have every employee orientated to Heartland procedures and trained in the specific job requirements. This includes all contract and part time labor.

III. SAFETY PROMOTION

- A. Meetings – Safety meeting will be held weekly. The general manager will meet at least monthly with corporate staff. Operation and maintenance supervisors will meet with



their respective employees at least monthly to review all past accidents, and observed hazards.

- B. Bulletin Board Posting -Safety poster and articles which illustrate safety and health practices will be displayed where shop and field personnel may see and read them.

IV. MEDICAL PROGRAM

A. First Aid Requirements

- i) Training -Every supervisor will be trained and certified in basic first aid and CPR.
- ii) First Aid Kits -An approved first aid kit will be maintained in every shop and office area, each supervisor's vehicle, and each service vehicle.

V. OCCUPATIONAL HEALTH

All employees must be included in a Chemical Hazard Communication Program (Employee Right to Know) as required by applicable law and rules. This program will be included in the site specific Health and Safety Plan

VI. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment will include the following minimum standards:

- A. Foot Protection -Safety boots with steel-capped toes and puncture resistant soles will be worn by every employee engaged in operations or maintenance. (No gym or tennis shoes, sandals, lightweight or high-heeled dress shoes, no cut-out toes or heels.) Boots will be of the laced type, at least six (6) inches high and firmly laced at all times to provide needed ankle support.
- B. Hand Protection -Gloves appropriate to the task being performed will be worn.
- C. Head Protection -Every employee will be issued and required to wear a hard hat on the site whenever operating heavy equipment. Employees engaged in operations which subject them to the hazards of falling, swinging, or flying objects will wear hard hats at all times.
- D. Face and Eye Protection -Face and/or eye protection will be provided in the shop and will be worn whenever welding, grinding, sanding, chipping or other operation producing fine particles is performed. Eye protection will also be issued and used during operation when dust, splash, or other hazards to the face and eyes are apparent or may be anticipated.
- E. Respiratory Protection -Adequate respiratory protection will be issued to and used by operating employees whenever subject to dust, fumes, smoke, or special waste contaminants such as asbestos. Sand blasting requires the use of a breathing air supplied hood.
- F. Hearing Protection -Any employee, subject to noise levels beyond those permitted under OSHA will be issued and will use adequate protection.



VII. FACILITY SAFETY

A. Inspections

- i) Facility inspections will be conducted monthly by lead operators. General Managers will conduct quarterly inspections
- ii) Fire Inspection/Gas Utility Inspection/Electrical Inspection -The local fire department must be requested to perform documented inspections of each facility annually. The local gas utility company or a contractor competent in gas utility inspection will inspect each facility's gas fired equipment annually.
- iii) Off site company property/buildings will be inspected annually

B. Fire Protection

- i) Fire Extinguishers -Appropriate fire extinguishers will be provided in every building (in accordance with OSHA requirements). Every collection, transfer, service and supervisor assigned vehicle will be equipped with a multi-purpose dry chemical or equivalent extinguisher UL rated 1A20BC (minimum) and serviced in accordance with NFPA 10.
- ii) Fire Warning System -An automatic fire detection system monitored by a central station or fire department will be installed in every building with values exceeding \$250,000 or where vital records are stored. A service contract will be maintained and inspections made semi-annually by the local company used.
- iii) A written emergency card must be prepared for each facility and visible posted within all structures.

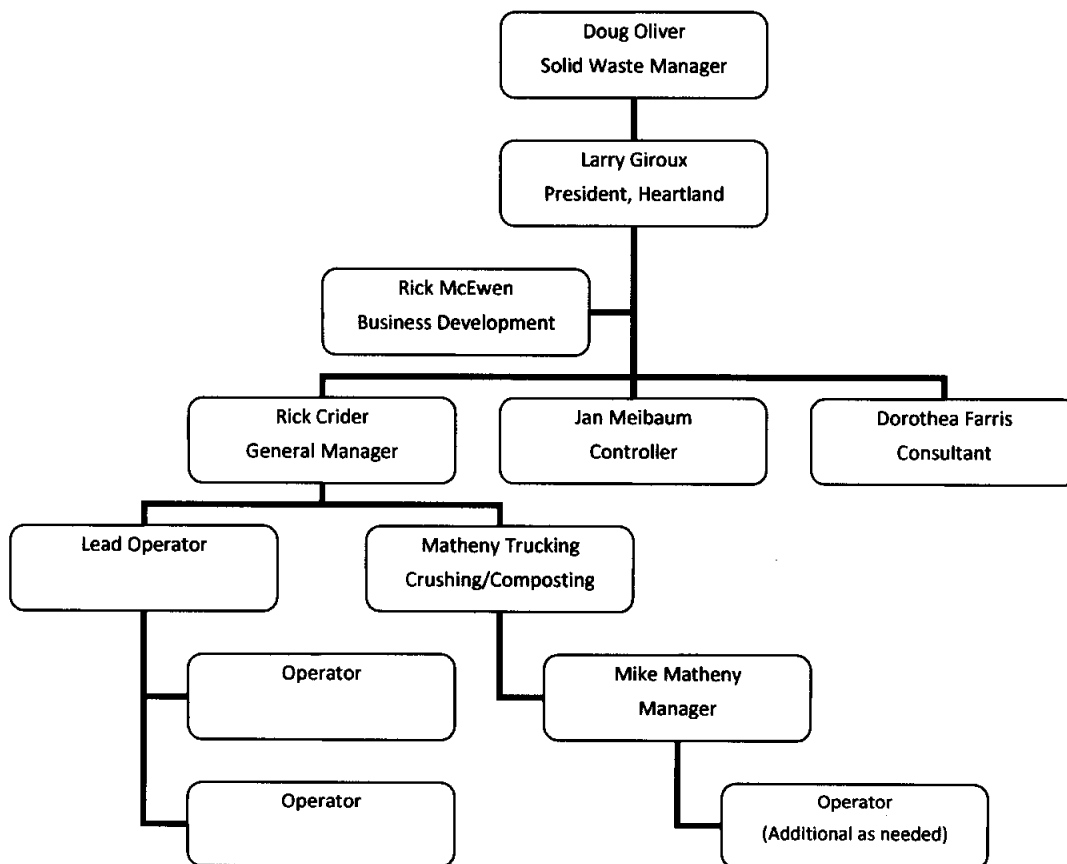


APPENDIX H: STAFFING PLAN

The organization structure for operation of the South Canyon Landfill is as follows:

POSITION	NUMBER
General Manager	1
Landfill Lead Operator/Mechanic	1
Landfill Operator	2
C&D Recycling/Processing Operator	1

The City will have direct access and communication with the General Manager and can contact corporate staff at anytime. Corporate staff will maintain communication with the city on a regular basis.



Larry Giroux

Owner and Manager

Areas of Expertise

- Environmental Regulations
- Regulatory Negotiations
- Solid Waste Management
 - ◊ Landfill Operations
 - ◊ Collection and Transfer Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois

Certified Solid Waste Technician and Instructor, Missouri

Certified: Landfill Operations, SWANA

Continued Professional Development

Professional Selling Skills 1996

Development Dimensions International (DDI) Interaction Management 1995

Fleishman Hillard: Media Training 1993-1995

Meeting Facilitator Training 1994

SWANA Landfill Gas Symposium, New Orleans 1993

Hazardous Waste Identification Training 1993

24-Hour Emergency Response Training 1993

Safe Chemical handling Training 1993

Presentations and Public Speaking

1994	City of Bridgeton, Missouri City Council Superfund Status"	Bridgeton, Missouri
1994	St. Louis County Board of Directors Superfund Status"	St. Louis, Missouri
1992-1993	Kansas City Board of Zoning Adjustment Greenfield Project Hearings"	Kansas City, Missouri
1990	Missouri Solid Waste Control Coalition Landfill Operations"	Columbia, Missouri
1998-1991	Kansas City Board of Zoning Adjustment Landfill Extension Hearings"	

Experience

Heartland Environmental Services, LLC
Snowmass Village, Colorado

2004-present

PRESIDENT AND CO-FOUNDER

Landfill Operations, landfill gas to energy, industrial waste water
Evaporation, Biodiesel generation projections, International
carbon credit projects

Larry Giroux

Owner and Manager

HEARTLAND, LLC
St. Louis, Missouri

1999-present

DIRECTOR OF OPERATIONS, Nationwide

Manage the operations of solid waste subsidiaries which include landfill operations, closed landfill operations, transfer station operations, and solid waste collection and transportation.

ALLIED WASTE INDUSTRIES
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

1986-1999

DISTRICT MANAGER, Kansas City, MO

Manage the sales, marketing and operations of 6 collection companies, 3 transfer stations, 2 material recovery facilities, 4 landfills, 2 closed landfills and 1 superfund site in Western Missouri and Nebraska (3,000 tons per day/\$0 million annual revenue) for the 2nd largest solid waste company in North America. Execute acquisitions, landfill expansions, and zoning extensions. Supervise a staff of 200.

SENIOR DIVISION GENERAL MANAGER, St. Louis, Missouri (1993-1997)

Managed 5 active landfills and 2 closed landfills in Missouri and Illinois (6,000 tons per day) to include cell development, landfill closure projects, and capital management. Supervised over 70 employees.

- Member of a team selected to participate in bidding, and if successful, construct and operate a 6,000 ton per day landfill (ocean reclamation) in Hong Kong. Member of the Board of Directors of the joint venture company formed for the Hong Kong project.
- Permitted a 95-acre horizontal expansion, Southern Illinois, 1994; 40 acre horizontal expansion, Jefferson City, Missouri, 1996; and 2 vertical expansions, St. Louis and Kansas City, Missouri, 1994-1996.
- Selected as Interim Regional Landfill Manager for six months (10 landfills/10,000 tons per day)
- Successfully negotiated a high BTU landfill gas project (\$0 million) with Laclede Gas Company.
- Managed local public relations and politics for a major superfund site, 1993-1997.
- Member of the strategic planning team for the St. Louis market (10 year development plan)
- Met or exceeded financial/budget objectives every year.

DIVISION MANAGER, Kansas City, Missouri (1988-1993)

Managed a landfill (2,000 tons per day) to include profit/loss responsibility, safety, environmental compliance, landfill gas collection system, public relations and political aspects.

- Met financial/budget objectives every year.

Larry Giroux

Owner and Manager

OPERATIONS MANAGER, Kansas City, Missouri (1986-1988)

Affiliations

Missouri Waste Control Coalition
Missouri Solid Waste Advisory Board
National Solid Waste Management Association (NSWMA)
Solid Waste Association of North America (SWANA)
Kansas City Industrial Council (KCIC) Board Member

Other Significant Endeavors

Professional Hockey Player: St. Louis Blues, Detroit Red Wings, Kansas City Scouts, Hartford Whalers.

Rick McEwen

Business Development Manager

EXECUTIVE SUMMARY

Senior Manager with 35 years of experience in the Environmental Industry with focus on North American, Solid, Hazardous and Liquid Waste Management. Key areas of demonstrated Leadership Strength are operational management, strategic planning and implementation, acquisition integration; multiple facility operations, transportation and supply chain management. Responsible for Operations directly impacting: compliance, growth, revenue and results.

CAREER EXPERIENCE

The Heartland Companies ***2004-present*** ***Business Development Manager***

Responsible for acquisitions, development, operations and marketing. Heartland Companies own proprietary liquid waste processing equipment that utilizes landfill gas and waste heat as energy sources to treat various aqueous waste and residual products. Development and leadership of a strategic initiative to target Carbon Footprint Reduction for Industrial Waste water customers by innovatively developing a Green House Gas Credit strategy with a key partner.

- Organizational plan, recruiting, staffing and corporate governance
- Operational and business management plans and systems.
- Strategic plan for growth and marketing of services, Customer relationships and Stakeholder management
- Business plan, budget preparation and accountability for results
- Developed a business plan and model to purchase, with innovative financing, closed solid waste landfills and/or Landfill Gas (LFG) rights for renewable energy based economic and environmental enterprise

Strategic Environmental Partners ***2002-2004*** ***Senior Vice-President***

Environmental Business Management Services including:

- Due Diligence, Operational Plans and Consent Order Negotiations for a Private Solid Waste Company regarding Landfill facilities
- Expert witness testimony for Bayonne New Jersey in Solid Waste Matter
- Project Development for a Bio-Reactor Food Waste Project in New York City
- Developed a Strategic Business Plan for Implementing a Vacuum Truck Based non-hazardous waste Environmental Services business for a publicly traded company.

Waste Management Inc., Eastern Area ***2000 to 2002*** ***Vice President of Landfills***

Operations Management for Landfills and Transfer Stations including Engineering and Environmental Compliance staff of 50, with a capital budget of \$250 million, for Landfill expansions, operations and compliance. The Eastern Area facilities managed 32 million tons of solid waste for landfill disposal and 18 million tons at transfer stations.

- Developed and Implemented Strategic Plans to maximize Disposal assets using Supply Chain Management to develop least costly options for transportation and disposal, including long term asset replacement strategy, delivered \$12 million in improved earnings.
- Developed Operations and Productivity Standards (Key Performance Indicators) for a Net work of Landfills (80) and Transfer Stations (100) measuring and reducing operating costs 5% on revenues of \$1.5 billion.

Rick McEwen

Business Development Manager

- Engineering and Environmental Compliance Reviews of all Lines of Business that reduced Notices of Violation by 10%

Safety-Kleen Corp. (formerly Laidlaw Environmental Services) ***1997 to 2000***

Vice President, Planning and Operations

Managed Corporate Operations Group of 800 employees with responsibility for waste disposal analysis and routing, transportation and supply chain management (rail, barge, truck), fleet management, purchasing, distribution, product development/support and manufacturing.

- Senior Management team member that Integrated Operations of Rollins Environmental (1997, \$300mm revenue) and Safety Kleen (1998, \$900mm revenue).
- Multiple Facility Management including Dioxin and Hazardous Waste Incineration, Hazardous Waste Landfill Disposal, Waste Water Treatment, Service Centers, In-Plant-Services, Harbor Dredging and Brownfield Development using stabilized dredge material
- Consolidated and Standardized 90 laboratories at a cost reduction of \$10 million annually
- Selected and implemented a Supply Chain Management System for selection of facilities and routing of Materials for Disposal and Products for Distribution reducing transportation costs by \$4 million annually

Laidlaw Waste Systems ***1989 to 1997***

Senior Vice President

Complete Integrated Waste Services management for Laidlaw Waste Systems operations, responsible for all Landfill operations in North America, including Siting, Permitting, Engineering, Operations and Compliance. Senior Manager for residential, commercial and industrial collection and landfill disposal, recycling, municipal incineration and medical waste collection and disposal for Canadian Operations (1996-1997)

- Improved Cash Flow and Earnings every year through Capital and Cash Flow Management Process coupled with Strategic Planning and an Operational Excellence Program
- Engineering and Environmental Compliance Management program for North American Landfill facilities that increased facility capacity and earnings every year through permitting and expansions
- Key Member of Management Team that implemented Vision, Mission and Values and a Customer Service Delivery System, resulting in customer retention and Organic Growth.
- Key Member of Management transitioning the sale of Laidlaw Waste Systems to Allied Waste (\$1.8 billion), Government appointed Independent Manager to the Canadian Combines Unit in Allied's sale of Canadian Business to USA Waste (\$650 million).

Browning Ferris Industries and CECOS International (1984-1985) ***1983 to 1989***

Vice President

- Multiple Facility management, and Operations of Solid and Hazardous Waste Landfills
- Acquisition growth and Integration of Services
- Engineering oversight and Environmental Compliance including Facility Permitting and Expansions

CH2M Hill Consulting Engineers ***1973 to 1983***

Project Manager

Various project and construction management assignments including:

Rick McEwen

Business Development Manager

- Florida Coastal Construction Protection Zone
- Grand Strand Water and Sewer Authority Collection System
- Refuse Derived Fuel Waste Handling Facility, Monroe County, NY
- Love Canal Mapping and Remediation, Phase I

ADDITIONAL EXPERIENCE

1979 to 1983	Adjunct Faculty Rochester Institute of Technology
2003 to Present	Society of Leading Professionals a McGraw Hill Company

EDUCATION

AAS	SUNY Land Surveying Technology
BPS	SUNY Bachelors of Construction Management

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor (Inactive) – Florida, Georgia and New York

BOARD OF DIRECTORS

2005 - 2008	Liquid Solutions, LLC
1999 - 2000	East Richland County Public Service Commission
1992 - 1998	NASDAQ Traded Viro Group
1979 - 1983	Genesee Valley Land Surveyors Association, Board of Directors and Secretary

Rick Crider

General Manager

Areas of Expertise

- Landfill Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois
Certified Solid Waste Technician, Missouri
Certified Solid Waste Technician, Colorado

Education and Military Experience

South Range High School, North Lima, Ohio, 1971-1975
Mahoning County Joint Vocational School, North Lima, Ohio
Computer Training 1974-1975
United States Navy, Holy Loch, Scotland, 1976-1979
National Spill Control School, Corpus Christi State University, 1981
Numerous Solid Waste Seminars and Training Courses

Experience

HEARTLAND ENVIRONMENTAL SERVICES, LLC 1999-present
Snowmass Village, Colorado

LANDFILL MANAGER, Pitkin County Waste Systems, L.L.C, Aspen, CO
Manager of entire solid waste operations including daily operations of sanitary landfill, landfill closure operations, topsoil and aggregate recovery, and sewage sludge and wood waste composting.

ALLIED WASTE INDUSTRIES 1986-1999
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

LANDFILL OPERATIONS MANAGER, Jefferson City, MO 1990-1999
All landfill supervision of daily landfill operations. Final cover certification, construction of new cell liner and installation of leachate collection system, installation and operation of gas management system. Assist Division Manager in budget preparation, maintenance costs, and labor costs.

LANDFILL OPERATIONS MANAGER, Belleville, IL 1989-1990
Budget preparations, daily cost controls, employee supervision, on daily activities. Managed the excavation and installation of leachate collection system including excavation of old refuse and the removal and replacement of 1500' of levee and liner construction.

ENVIRONMENTAL WASTE CONTROL, INC. 1988-1989
Delong, Indiana

GENERAL MANAGER, Hazardous Waste Landfill
Supervised subcontractor and development of new cell and installation of 80 mil liner with a leak detection system. Supervised daily operations of waste handling, maintaining safety with protective equipment. All building and excavation were performed to site design plans.

Rick Crider

General Manager

LAIDLAW WASTE SYSTEMS
Burlington, Ontario, Canada

1984-1988

DIVISION MANAGER, Kansas City, Missouri

Manager multi-million dollar operation; supervise staff of 20.; prepare cost control budget with weekly cost projections; plan daily operations six months in advance; coordinate and preside over monthly safety meetings and employee round table meetings; negotiate for city and municipal contracts; comply with all state and regulatory agencies.

R.E. WOLFE ENTERPRISES OF CALIFORNIA
Fontana, California

1984

LANDFILL MANAGER

Supervised two landfills in the valley on all landfill related items: pushing trash, excavations, public relations, equipment operation and all cost controls as well as minor repair to on-site equipment.

ENVIRONMENTAL SPECIALS, INC.
Kansas City, Missouri

1983-1984

PROJECT SUPERVISOR

Supervised handling and clean-up of various hazardous materials. Managed and controlled personnel, equipment, paper work, equipment servicing, setting up accounts and lodging, Stabilization of dioxin and complete decontamination of houses in St. Louis area.

TRI-CITY CONSTRUCTION COMPANY
Kansas City, Missouri

1981-1983

LANDFILL SUPERVISOR, Kansas City and Wichita

Supervised the building of the trash slope as per plans and drawings and applied intermediate and final cover on finished trash. Performed all repairs on landfill equipment on-site with landfill mechanic; responsible for road repairs, drainage systems, all paperwork; setting up new accounts; public relations.

Janet Meibaum

Controller

Areas of Expertise

- Solid Waste Industry Financial Accounting

Education

Bachelor of Science, Accounting, Louisiana State University, 1982

Experience

Heartland Environmental Services, LLC 1999-present
Snowmass, Colorado

CONTROLLER

Responsible for the overall financial concerns of the company, including financial reporting, accounting controls, business plans, forecasting profitability, and analyzing opportunities. Heartland Environmental Services acquired GEI Waste Systems in 2008.

ALLIED SERVICES, L.L.C. 1986-1999
LAIDLAW WASTE SYSTEMS, INC.
Scottsdale, Arizona

DIVISION CONTROLLER, St. Louis, Missouri

Responsible for all general accounting functions for three integrated companies with total annual sales of \$47 million. Prepare annual budgets for multiple line of business companies, including balance sheet and cash budgeting. Prepare quarterly forecasts. Assist management with general planning and administration, including pricing strategy for commercial hauling and municipal bids. During 1994 developed market strategic plan for the three St. Louis area landfills, utilizing life of landfill site proformas which Ms. Meibaum helped design, while analyzing costs and profitability under various development and market condition scenarios. Developed unique landfill accruals and depletion including depletion of future site development capital. Allied Waste Industries acquired Laidlaw Waste Systems in 1997.

GSX CORPORATION 1983-1986
SCA SERVICES, INC.
St. Louis, Missouri

AREA FINANCIAL MANAGER

Provide planning and analysis in preparation of annual budget, quarterly forecasts and monthly variance report. Provide management and training for clerical staff. Guided staff through two major billing system conversions. Under Ms. Meibaum's direction aged accounts receivable was reduced from 70 days to 35 days on an average receivable of \$1 million. Designed an automated purchase order system to capture costs and accruals, complete with management reports used for profit forecasting. GSX acquired SCA Services in 1984.

Janet Meibaum
Controller

CUSTOMER SERVICE ELECTRICAL SUPPLY CORP.
Baton Rouge, Louisiana

1980-1983

ACCOUNTING CLERK

While attending college Ms. Meibaum worked for this small but rapidly growing wholesale electrical supply company. She helped design internal controls and helped the company convert to an automated billing and general ledger system.

Matheney Trucking, Inc.

Subcontractor

Matheney Trucking, Inc. was established in May, 1998 as a local dump truck company serving various earthmovers in the Roaring Fork Valley. Matheney Trucking, Inc. has evolved into a multi-faceted Colorado corporation specializing in custom crushing and screening, wood grinding and screening, C&D handling, and volume reduction. Our state-of-the-art equipment lineup includes the latest technologies from around the world. Our client list includes all the major earthmoving companies in the Roaring Fork Valley as well as national companies such as Peter Kiewitt and Ames Construction.

Our current list of equipment includes the following:

2008 Metso LT 106 Metro Track Jaw Crusher
2008 Metso LT 200 hp Metro Track Cone Crusher
2007 Extec S-6 Screening Plant
2005 Extec E-7 Scalping Screen
2006 McCloskey Brothers 621 Trommel Screen
2007 Vermeer HG 6000 Horizontal Grinder
2006 Hammel 750 KD Shredder
Two 2006 Deere 240D Excavators
2006 Deere 350D Excavator
2006 Deere 644J Wheel Loader
2007 Deere 724J Wheel Loader
2008 Volvo 180F Wheel Loader
2008 100 ft Radial Stacker
Three 2008 60 ft Jump Conveyors
Three Field Service Pickups

Dorothea Farris

Consultant

Dorothea Farris has spent her entire adult life working on committees and boards on issues related to education and the arts, the environment and open space, the role of public lands, transit and trails, wildlife and habitat, and appropriate local, state, and federal legislation. A County Commissioner in Pitkin County, Colorado for the past 12 years, an elected position, she now serves as Commissioner for the Colorado Division of Wildlife, appointed by Governor Ritter, and works as consultant for Heartland Environmental Services.

Following is a listing of my work experience, the boards on which I have served, and my educational background.

Work Experience:

2009 –present	Consultant	Heartland Environmental Services, LLC	
	Carbondale, CO		
1997-2009	County Commissioner	Pitkin County	Aspen,
CO			
1992-1996	Office Assistant	Valley Journal	
	Carbondale, CO		
1989-1996	Administrative Assistant	Cleveholm Manor, Redstone Castle	Redstone,
CO			
1993-1994	Instructor: English	Colorado Mountain College	
	Carbondale, CO		
Fall 1988	Instructor: Handwriting Analysis	Colorado Mountain College	Aspen,
CO			
1988-1989	Admissions Counselor	Aspen Valley Hospital	Aspen,
CO			
1985-1988	Education Coordinator	Aspen Center for Environmental Studies	
	Director: School for Field Studies		Aspen,
	CO		
	Conference Director: Institute for the Enrichment of Rural Teaching		
1975-1988	Teacher: K-12 substitute	Aspen School District	Aspen,
CO			
1974-1981	Weather Observer	National Weather Service	Denver,
CO			
1957-1964	Teacher	Lake Washington Senior High School	Kirkland,
WA			
		Carbondale School District	
	Carbondale, CO		
		Basalt Elementary School	Basalt,
	CO		

Boards and Offices:

2008-2012	Colorado Division of Wildlife, Commissioner
2008	Colorado Counties, Inc., President
2007-present	Board of Directors, Rocky Mountain Rail Authority
2007-2008	Board of Directors, Colorado Representative, National Association of Counties
2009-	Conservation Leaders Network, Board of Directors
2006-2008	Conservation Leaders Network, advisory board member
2006-2008	New Century Transportation Foundation, board member
2006-2008	Gateway Communities Subcommittee, NACo Public Lands Committee, Chairperson 2007
2006-2008	Member: Board of Directors, Colorado Counties, Inc.
2004-present	Colorado Division of Wildlife, Public Education Advisory Council
2001-2008	RFTA - Roaring Fork Transit Authority, member / Chairperson 2004, 2006-2008
2001-2008	Colorado Counties, Inc. - Pitkin County representative
2001-2008	Public Lands Steering Committee, National Association of Counties, CCI representative
2001-2008	Western Interstate Region - Public Lands Committee
1998-1999	Colorado Division of Wildlife, Commissioner
1997-2001	Ruedi Water and Power Authority, member
1997-2001	Roaring Fork Railroad Holding Authority: Board member/Chair
1997-2008	Pitkin County Commissioner, Pitkin County, Colorado

Dorothea Farris

Consultant

1993-present	West Elk Loop Scenic and Historic Byway Committee
1994	Redstone Community Association, President
1969-1988	Board of Education, Aspen School District, Aspen, Colorado
1969-1988	Mountain Board of Cooperative Services, Leadville, Colorado
1969-1988	Colorado Association of School Boards: Board of Directors, Denver, Colorado
1987-1988	Snowmass-Aspen Repertory Theater: Board of Directors, Aspen, Colorado
1983-1988	Aspen-Snowmass Council for the Arts: Board of Directors, Aspen, Colorado
1970-1987	Ballet Aspen: Board of Directors, Aspen, Colorado
1982-1985	Wheeler Opera House Commission, Aspen, Colorado
1978-1984	Colorado Commission on Teacher Education and Certification, CDE, Denver, Colorado
1986-1987	Governor's 2+2 Task Force: Elementary/Secondary Education in Colorado
1984-1986	Governor's 2+2 Task Force: Teacher Quality Study, State of Colorado
1981-1985	Aspen Center for Environmental Studies, Board of Directors, Hallam Lake Sanctuary, Aspen, CO
1979-1981	Colorado School Districts Self Insurance Pool Board, Denver, Colorado
1970-1972	Community School Foundation: Aspen Community School, Aspen, Colorado. Founding member.

Education:

1999	Leadership Aspen Seminar Training / Graduate
1992	Regis University in the Mountains: Masters Degree Courses: Business
1990-1991	Colorado Mountain College: Masters Degree Courses: Education
1988	Associated Travel School, Inc. Miami, Florida
1985	American Handwriting Analysis foundation: Master Grapho Analysis Certification
1974	Weather Observer Certification: National Oceanic and Atmospheric Administration
1957-1959	Graduate level course work at a variety of colleges and universities
1957	BA Degree: University of Colorado, Boulder, Colorado Distributive Studies: English, Geography, Geology, and Education.

Writing:

I have written numerous professional and historical articles, as well as some fiction. I assisted in the writing and production of Elk Mountains Odyssey, West Elk Loop Scenic/Historic Byway Guide. I am among those featured in the book A Life Well Rooted by Meredith W. Ogilby.

Travel:

I have traveled extensively in the United States, including Hawaii and Alaska, in Canada, and in western Europe and Africa.

Personal Information:

Date of Birth: July 21, 1935
Married: Doug Farris
Children: Donald, Brian, Anne
Grandchildren: Tucker, Wyatt, Grace, Caroline



APPENDIX I: REFERENCES

January 10, 2009

Mr. Larry Giroux
Heartland Technology Partners, LLC
9870 Big Bend Blvd.
St. Louis, MO 63122

To whom it may concern:

The County Commissioners of Pitkin County, Colorado are responsible for the county landfill operations. In 1999, the commissioners contracted with Mr. Larry Giroux and his company, Pitkin County Waste Systems (PCWS), for management and operation of the organics composting and aggregate recovery programs, daily landfill operations, and landfill closure preparation.

On the ground observations, annual review of photographic evidence, and comments from users support my position that Mr. Giroux's direction of PCWS' operations has resulted in an improved site with a lengthened life span. Adding life to the landfill is a very important aspect in our considerations, as added time saves money and avoids the consequence of finding another site or alternative to the landfill. Inadequate environmental conditions and poor operational procedures have been addressed, and noticeable improvements have been made. These improvements reflect the skill and experience of Mr. Giroux and his staff.

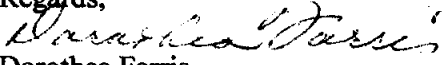
Communication among members of the PCWS managers, the landfill staff, the solid waste manager, and the commissioners has resulted in open and transparent discussion, high expectations, honest planning, and a high level of service to the community.

The Pitkin County community expects and demands a high standard of excellence in its services. Because the Pitkin County Commissioners share a sense of confidence in Mr. Giroux and his company, Pitkin County Waste Systems, they extended his contract to 2016, when they will consider two additional five year options.

Waste management operations in today's challenging world require awareness and review of options and opportunities. Mr. Giroux and his company provide the information and vision for the future that is needed by our community leaders.

Landfill management and operations require a high level of experience, skill, knowledge and training. Working with communities, especially ones with very high expectations, requires openness and the ability to communicate clearly some very complex concerns and considerations. Mr. Giroux and PCWS have provided the excellent service and high quality landfill operation processes and procedures demanded by a premier community.

Regards,


Dorothea Farris
Commissioner, Pitkin County, Colorado

Administration
Suite 301
(970) 920-5200
fax 920-5198

County Commissioners
Suite 301
(970) 920-5200
fax 920-5198

County Attorney
Suite 302
(970) 920-5190
fax 920-5198

Finance and Use Tax
Suite 201
(970) 920-5220
fax 920-5230

Printed on recycled paper

October 24, 2006

To whom it may concern:

This is in response to a request for a letter of recommendation regarding the operation of the Pitkin County landfill near Aspen, Colorado by Mr. Larry Giroux and his company Pitkin County Waste Systems. Pitkin County Waste Systems (PCWS) won a five year contract in open bidding, against five other bidders, with the lowest price and best proposal in May 1999. PCWS and Mr. Giroux are responsible for the organics composting, aggregate recovery, daily landfill operations, and landfill closure work.

At the time PCWS and Mr. Giroux assumed operation of the site, numerous environmental and operational problems existed, including inadequate daily, intermediate, and final cover, groundwater contamination, sloppy and unplanned waste placement, ponding of surface water, and large stockpiles of unprocessed materials. Each of these issues has been addressed and the positive changes are truly remarkable both in regulatory and aesthetic terms. Regulators, customers, staff, and commissioners are all very impressed and complimentary with the improvements that have resulted from PCWS' and Mr. Giroux's operations.

Personally, I have been pleased with PCWS, Mr. Giroux and his managers on several levels. They work well with my staff and they treat customers with respect, as well as respond quickly to difficult conditions. Whenever disagreeable matters arise, Mr. Giroux treats business relationships as important partnerships, which enables finding solutions to tough situations. The experience PCWS and Mr. Giroux bring thus raises the expertise of the Pitkin County staff and provides a very high level of service to the community at large.

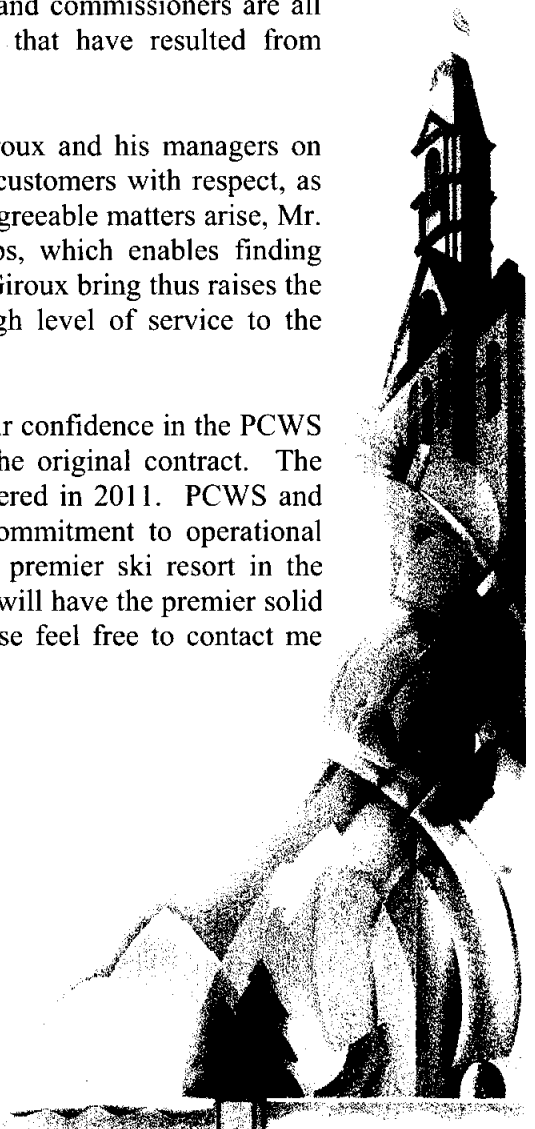
In 2005, the Pitkin County commissioners affirmed their confidence in the PCWS operation by awarding Mr. Giroux a ten year extension to the original contract. The extension includes an additional ten year option to be considered in 2011. PCWS and Mr. Giroux have brought the superb level of service and commitment to operational excellence that this facility expects. The community is the premier ski resort in the United States and with the help of PCWS and Mr. Giroux; we will have the premier solid waste management operation in the United States also. Please feel free to contact me should you have any other questions.

Very best regards,



Chris Hoofnagle
Solid Waste Manager

Solid Waste Center
76 Service Center Road
(970) 923-3487 fax (970) 923-2043 www.aspenpitkin.com



Northeast Nebraska Solid Waste Coalition

402-644-8715
402-644-8716, Fax
glund@ci.norfolk.ne.us

Solid Waste Division

Norfolk WPC
610 E Monroe Ave.
Norfolk NE 68701

March 23, 1999

To Whom It May Concern,

As a District Manager for Allied Waste, Larry Giroux was responsible for the Coalition landfill operation for a little more than one year. At the time he assumed these responsibilities, our landfill had a dismal operating record. Mr. Giroux implemented an equipment maintenance management system that improved the reliability of the site equipment. The equipment operating record immediately improved. We went from a period when every piece of equipment was inoperable and waste was left uncovered, to an operation where the majority of maintenance tasks were completed during scheduled down time.

Our site had been in court with neighbors following wind events that took wind-blown litter on to neighbor property. Mr. Giroux budgeted funds to build wind screens, litter cages, and perimeter fences. We are now able to manage the site operation through wind speeds approaching 40 mph. Mr. Giroux provided staff and equipment to surcharge an area of the landfill that had not been properly compacted. This allowed us to regain a portion of the previously wasted air space.

Mr. Giroux worked with much of the existing staff members to affect these changes. Changes in employee attitude, and equipment quality and reliability, changed the complexion of our operation. Mr. Giroux's experience and expertise in landfill operation were apparent and very much appreciated by our organization.

Sincerely,



Northeast Nebraska Solid Waste Coalition
Gary Lund, Solid Waste Manager

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

Public Works Department

Office of the Director

20th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

(816) 274-2364
Fax: (816) 274-2369

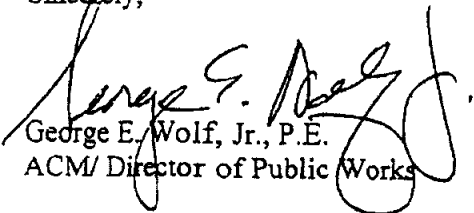
March 11, 1999

To whom it may concern:

Mr. Larry Giroux has managed the Southeast Landfill in Kansas City, Missouri on and off since 1988. Larry has strived for and improved the aesthetics, environmental integrity and the working relationship with City staff and the neighbors. He is very sensitive to public concerns and highly responsive if corrective actions are suggested in regards to operations or cleanup. Larry has dealt with our City in a professional manner.

If you require additional information, please feel free to call me at (816) 274-1779.

Sincerely,


George E. Wolf, Jr., P.E.
ACM/ Director of Public Works

GEW:pp



St. Louis County
Department of Health

Buzz Westfall
County Executive

Paula Livingston, DDS, MPH
Director

Division of
Environmental Protection

Central County Center
111 S. Meramec
Clayton, MO 63105
(314) 854-6698
Fax: 854-6951

North County Center
21 Village Square
Hazelwood, MO 63042
(314) 615-7469
Fax: 615-7439

South County Center
4562 Lemay Ferry Rd.
St. Louis, MO 63129
(314) 845-4027
Fax: 845-4008

West County Center
74 Clarkson Wilson
Chesterfield, MO 63017
(314) 530-2929
Fax: 530-2925

Animal Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 726-6655

Vector Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 727-3097

TDD for all sites:
(800) 735-2466

March 24, 1999

To Whom It May Concern:

I am pleased to be writing this letter on behalf of Mr. Larry Giroux. As supervisor of the Waste Management Section and regulator of solid waste facilities for St. Louis County, I had the pleasure of working with Mr. Giroux when he held the position of General Manager for the Laidlaw (Allied) Bridgeton Sanitary Landfill.

Mr. Giroux assumed responsibility, for what has been termed by many, to be one of the most complicated of landfills nationwide. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area businesses and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were awarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

I regard Mr. Giroux's ethics and integrity to be of the highest standard. He is highly knowledgeable of landfill engineering and operations and a pleasure with which to work. Mr. Giroux should be considered an asset to any organization.

Sincerely,

Susan R. Taylor, Supervisor
Waste Management Section
Division of Environmental Protection

SRT:eh

An equal opportunity employer

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
HEALTH

Dolores J. Gunn, MD
Director

October 4, 2006

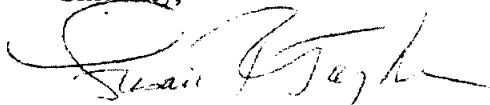
To Whom It May Concern:

I am pleased to be writing this letter on behalf of Mr. Larry Giroux. As Supervisor of the waste Management Section and regulator of solid waste facilities for St. Louis County, I had the pleasure of working with Mr. Giroux when he held the position of General Manager for the Laidlaw (Allied) Bridgeton Sanitary Landfill.

Mr. Giroux assumed responsibility, for what has been deemed by many, to be one of the most complicated of landfills nationwide with a 5000 T/day incoming waste volume, 100,000/gal/year leachate production, and a 3500 cfm landfill gas generation rate. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area business and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were rewarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

I regard Mr. Giroux's ethics and integrity to be of the highest standard. He is highly knowledgeable of landfill engineering practices and operations and a pleasure with which to work. Mr. Giroux should be considered an asset to any organization.

Sincerely,



Susan R. Taylor, Supervisor
Solid Waste Management Program
Division of Environmental Protection

:SRT

DIVISION OF ENVIRONMENTAL PROTECTION - SOUTH

4562 Lemay Ferry Road • Saint Louis, MO 63129 • PH 314/615-4027 or 314/615-4130 • FAX 314/615-4008
TTY 314/615-8428 or 800/735-2966 • web <http://www.stlouisco.com>
An Equal Opportunity Employer - Services Provided on a Non-Discriminatory Basis



February 12, 2009

Mr. Rick McEwen
Executive Vice President
Heartland Environmental Services
P.O. Box 220842
Kirkwood, Missouri 63122

Re: Glenwood Springs, Colorado Landfill/Solar Field Opportunities; 3000.300.1856.doc

Dear Mr. McEwen:

Hull & Associates ("Hull") is pleased to offer this expression of interest to partner with your company in developing large scale solar projects for the City of Glenwood Springs in conjunction with opportunities and operations of the City landfill.

In addition to Hull's extensive landfill expertise, Hull also provides renewable energy services that will add value to your team. As described below, our capabilities range from initial analysis through project implementation:

1. **Site Assessment** - evaluation of the project's solar footprint and related physical characteristics;
2. **System Design** - determining the optimal design and cost estimates for all solar components and interconnection with the utility grid or on-site facilities;
3. **Economic Analysis** - in-depth analysis of cash flows, returns, and operating and funding scenarios, including ownership options;
4. **Project Construction** - construction management of all aspects of the project, including contract management, equipment procurement, installation, assembly and energy start-up;
5. **Operation & Maintenance** - establish and manage an O&M plan to maximize performance.

Our overall assessment typically addresses all the key variables that can maximize solar project returns and related benefits, for example:

- **Investment tax credits, accelerated depreciation, and similar tax benefits** under U.S. state or other laws;
- Profitable options for **sales of solar power**;
- Availability of **grants, rebates and low interest loans**; potential revenues from sale of **renewable energy certificates** (RECs);
- Potential revenues and trade-offs associated with sale of CO2e reductions; and
- Opportunities to leverage solar power to help address landfill operations and obligations.

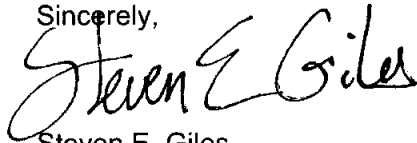
6397 Emerald Parkway • Suite 200 • Dublin, Ohio 43016
614.793.8777 fax 614.793.9070 www.hullinc.com

Mr. Rick McEwen
3000.300.1856.doc
February 12, 2009
Page 2

Hull is ready to work with you to address the City's desire to pursue viable renewable energy projects, and believe that a public/private partnership as you described will afford all parties the best opportunities for both landfill operations and the City's progressive alternative energy objectives.

Accompanying this letter is a Statement of Qualification that details our relevant services.

Sincerely,

A handwritten signature in black ink that reads "Steven E. Giles". The signature is written in a cursive, flowing style.

Steven E. Giles
Energy Market Leader

SEG/sjp

Enclosure

Ct: John Hull, Hull & Associates, Inc.
William Petruzzi, Hull & Associates, Inc.



APPENDIX J: TRANSITION PLAN

In May of 1999, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland, LLC, transitioned operations of the Pitkin County Landfill with ease and success. Due to the scope of permitting and large workload, Larry Giroux, owner, will personally supervise the initial six-month startup of the Glenwood Springs' contract to insure a smooth transition and assist in expediting permit modifications and subsequent actions. More specifically, upon contract award, we will do the following to ensure a smooth transition.

- Request a meeting with appropriate city staff and their consultants. Heartland attendees will include Larry Giroux, owner of Heartland; Rick Crider, General Manager; Janet Meibaum, Financial Controller; Dorothea Farris, Heartland's local political consultant; Mike Matheney, Heartland's subcontractor; and members of Aquaterra, Heartland's environmental consultant. Topics to be discussed in addition to the normal transition issues will be:
 1. Landfill reclamation/airspace swap;
 2. Temporary and permanent compost/liquids management permit modifications;
 3. BLM land swap;
 4. Overall permit redesign.
- Meet with new and existing personnel to discuss expectations, compensation, and benefits;
- Make arrangements with city staff for existing and new personnel to tour the Pitkin County Landfill prior to April 1 startup;
- Have any new equipment/offices delivered to the landfill one week prior to start date;
- One week prior to startup, Larry Giroux or Rick Crider and Janet Meibaum will be present to receive and set up new offices and equipment, coordinate all transition activities and review and become familiar with the South Canyon Landfill permit and operations plan. We will also coordinate all invoicing and communications procedures at that time;
- Establish an appropriate meeting schedule;
- We propose that Heartland's Owner or General Manager meet with city staff at least weekly during the first two months and at least monthly thereafter.

EXHIBIT C

- 1) 2008 John Deere 950J-WH Dozer, unit equipped with waste handling package and associated guards; Serial Number LU950JX009702.
- 2) 2008 Caterpillar 963D Track Loader, with clam-shell bucket; Serial Number CAT0963DLLCS00927.
- 3) 2008 Caterpillar 816F Series 2 Landfill Compactor; Serial Number CAT0816FJBZR00259.
- 4) 1998 Caterpillar D8R DS Dozer; Serial Number 7XM03610.
- 5) 1992 Caterpillar 140G Motor Grader; Serial Number 72V14880.
- 6) 1999 GMC C-8500 with Caterpillar 3126B engine and Evergreen 4,000 gallon water tank; Serial Number 1GDT7H4C5XJ519590.
- 7) 1996 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN00467.
- 8) 1998 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN01005.
- 9) 1993 Ford F250 Pickup; Serial Number 1FTHX26H2PKA86868.
- 10) 2006 Chevrolet 3500 Plow Truck with Meyer plow and Henderson salt spreader; Serial Number 1GBJK34UX6E237799, Truck; 00133709983, plow; FSP21342, salt spreader.
- 11) 1997 Caterpillar D7R Dozer; Serial Number 2EN00465.

**AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009**

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 ("Agreement") is made this 17th day of August, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Initial Agreement"), the original Initial Agreement being on file with the City Clerk; and

WHEREAS, Enterprise has learned that certain expansion work is critical to the continued operation and useful life of the South Canyon Landfill ("Landfill"); and

WHEREAS, Enterprise and Contractor had contemplated additional work to be undertaken at the Landfill which was not included in the Initial Agreement; and

WHEREAS, the parties are interested in including the expansion work to the Scope of Services in the Initial Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE INITIAL AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Initial Agreement is hereby amended to add paragraph d. as follows:

2. Scope of Services.

d. Contractor further agrees to provide expansion construction services as set forth below:

<u>Description</u>	<u>Estimated Quantity</u>
Clear and grub borrow and cell construction areas (assumes 6" over 5 acres)	4,100 cubic yards
Excavate soil to subgrade elevations	123,400 cubic yards
Place and compact structural fill to subgrade Elevations	30,000 cubic yards
Relocate existing haul road (3/4" road base)	92 ton

Install 12" compacted low permeability soil layer	3,250 cubic yards
Place 12" leachate drainage layer (shredded tires)	3,250 cubic yards
Install 6" leachate collection pipe (includes Aggregate material and geotextile)	750 linear feet

2. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

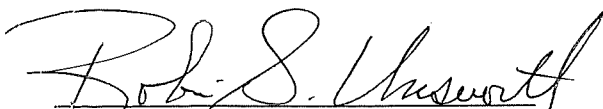
COST OF SERVICES/PAYMENT: As contemplated by Section 4(d) of the Initial Agreement, Enterprise will compensate Contractor for its work in providing expansion construction services at the hourly rates set forth in the Equipment Rate List set forth in Appendix E to the Proposal (as defined in the Initial Agreement). Contractor shall invoice Enterprise for the work completed by Contractor, and Enterprise shall pay the amount of each invoice within ten (10) business days after Enterprise's receipt of each invoice, subject to Enterprise's verification that the related work has been performed by Contractor.

TERM: The expansion work to be performed as set forth in this Amendment shall be effective as of the date of its execution by both parties and shall extend through September 30, 2010.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 17th day of AUGUST, 2009.

GLENWOOD SPRINGS LANDFILL
ENTERPRISE

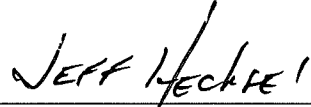
ATTEST:


Robin S. Unsworth, City Clerk

By: 

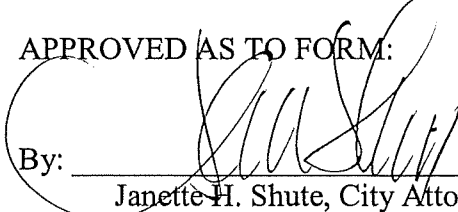
Bruce Christensen, Mayor

APPROVED AS TO SUBSTANCE:

By: 

Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: 

Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

By: _____

Larry Giroux, Manager

STATE OF COLORADO)

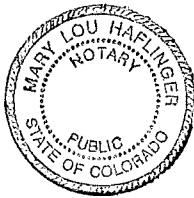
) ss.

COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 14th day of August, 2009 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7/27/2012



Notary Public

AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor"), is effective as of April 1, 2014 regardless of the date it is executed by the parties.

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Landfill") dated June 1, 2009 ("Initial Agreement"), which agreement was amended August 17, 2009 (collectively, "Agreement"), the original Initial Agreement and First Amendment being on file with the City Clerk; and

WHEREAS, the Initial Agreement was set to terminate March 31, 2014 but allows for extensions of four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five (5) year contract; and

WHEREAS, Enterprise is interested in maintaining the continuity of Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Agreement is hereby amended to add paragraph e. as follows:

2. Scope of Services.

e. Contractor's personnel must maintain certification in the following programs and disciplines:

1. Manager of Landfill: Solid Waste Association of North America, Manager of Landfill Operations certification
2. Manager of Landfill: Erosion Control Specialist or Transportation Erosion Control Specialist (ECS or TECS) through the Rocky Mountain Education Center, Course Code: CETC 150
3. All personnel must attend an Asbestos Recognition Course, annually.

2. Section 4.a. of the Agreement is hereby replaced with the following:

4. Cost of Services; Payment.

a. Appendix A is no longer in effect as of the date of this amendment. Enterprise shall pay Contractor for its services in the amounts set forth in



Appendix A-1 ("Pricing") attached hereto and incorporated herein. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month. If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.1.a.

3. Section 4.c. of the Agreement is hereby amended by changing the off-road fuel cost from \$3.00 to \$3.50, as follows:

c. In the event that the average off-road fuel cost paid by Contractor in the performance of its work under this Agreement exceeds Three Dollars and fifty cents (\$3.50) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (1) the amount by which such average cost per gallon exceeds \$3.50 times (b) the number of gallons of off-road fuel utilized by Contractor at South Canyon Landfill during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.

4. Section 12.1. a. of the Agreement is hereby amended by changing the notice days from 30 days to 20 days, as follows:

12.1.a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of twenty (20) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than twenty (20) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the twenty (20) day period and thereafter diligently completes the cure.

5. Section 17 of the Agreement is hereby replaced with the following:

17. Permits. The Enterprise shall be responsible for obtaining and maintaining

in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing of groundwater, methane and leachate ponds), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits. Enterprise shall keep Contractor informed of any changes in design or operational requests it plans to make to any regulatory agency, and Enterprise may include Contractor in meetings. Any additional cost impacts to Contractor due to changes in design or operation will be negotiated at that time. Should Contractor choose to have or perform other operations beyond what is included in this Agreement, the terms will be negotiated at that time; however, Contractor agrees to reimburse the Enterprise for all permitting, engineering, and sampling and monitoring expenses to implement and maintain the other operations.

In the event federal, state or local regulations change, Contractor shall have the right to provide Enterprise with a cost impact analysis to Contractor, and if necessary, revisions to Contractor's compensation will be negotiated at that time.

6. Deletions in the following sections as stated in Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, to the Agreement are indicated by ~~strikeouts~~, and additions are indicated by **bold** lettering. All other sections of Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, remain in effect and unchanged.

Exhibit A, Supplemental Conditions:

WORK BY OTHERS. Private utilities, the City or other parties may be expected to be working within the **Landfill boundary** during the Contract. These may be as specifically listed hereafter or if not listed shall be determined by the **Enterprise**. ~~Contractor~~. The Contractor shall cooperate and coordinate with **other parties** ~~whoever else may be working within the Landfill boundary for the Enterprise, in order that the other parties may proceed in an orderly manner. in the area in order that golf driving range construction may proceed in an orderly manner.~~

...

A-II. RECOVERY, COMPACTION AND COVERING OF
CONSTRUCTION & DEMOLITION (C & D) WASTE

The Contractor's responsibilities shall include, but are not limited to:

- Divert **non-suspect C&D waste**, ~~to a designated processing area for materials recovery furniture, and mattresses to a designated processing area to be reduced and used for Alternate Daily Cover (ADC), as approved by CDPH&E;~~

- Separate and stockpile **items that are reasonably** recoverable materials including rock, concrete, asphalt, soil, ~~weed~~, and metal;
- ~~Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC)~~
- **Metals will go to the scrap pile area; concrete, asphalt, soil will go to their designated processing area;**
- **Contractor's employee at the working face as he covers or screens loads will notify the scale personnel upon discovery of additional chargeable or illegal items, such as appliances, tires, electronics or liquids;**
- **All grinding materials for ADC must comply with the current CDPHE stipulations**

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. **In the event Contractor is required to obtain off-site water, the Enterprise shall reimburse Contractor at a negotiated cost per load.** Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure drivability and safety of access and haul roads.

The Contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of ~~10%~~ **8%; situations requiring steeper grades will be reviewed on a case-by-case situation.**
- Dust control on a daily basis, ~~temperature permitting~~, when potential for dust generation exists, and dust generation control with ~~water dust palliative~~ being applied by **truck equipped with spray bars** as necessary
- Road reclamation (when working face has shifted and road is no longer needed)
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control
- Maintaining drivability of all internal site roads during all operating hours, including storm events
- **Contractor will be responsible for the repair of damage to the haul road as a result of its negligence.**

...

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260± linear feet of run-on diversion ditches, and approximately 10,000± linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper landfill operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The Contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds ~~once during the term of the contract~~ **including but not limited to as a result of a storm event and inundation of the pond, and following any debris event and after spring thaw and prior to winter freezing conditions;**
- Maintaining perimeter ditches to acceptable Best Management Practices standards and according to the January 2013 Stormwater Management Plan;
- Contractor will be familiar with, adhere to and complete all maintenance necessary for compliance with the January 2013 Stormwater Management Plan;
- All cover material borrow pit areas will be maintained to applicable Best Management Practices methodology and procedures. Any areas that might be eligible for final closure will be negotiated outside of this Agreement.

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random or as **otherwise needed** screening of incoming waste loads must be performed as a measure to prevent acceptance of **unacceptable items, hazardous waste and PCBs, and must be documented on an approved form and copies maintained by Contractor and provided to Enterprise.** The screening will be performed near the working face. This



program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removed of the waste and transport to the working face if the waste is deemed acceptable.

The Contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area, **the method of which is at the sole discretion of the Contractor as long as it meets the minimum requirements of the CDPH&E;**
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- ~~If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;~~
- Following all proper procedures as outlined in Section 4.2 of the **current Engineering Design and Operations Plan (EDOP);**
- **All personnel that perform duties at the working face need to be trained in waste screening and completion of screening forms;**
- **Hauler being screened will be retained during the process and will be responsible for any unacceptable waste disposal that is discovered;**
- **If prohibited waste is discovered it will be returned to the driver of the vehicle that had been retained on-site during the screening process;**
- **Hot load procedures will be followed as developed by Contractor.**

...

Exhibit B, Landfill Operations Management Proposal, is amended to delete the following note:

~~NOTE: It will be the City's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.~~

Exhibit A, Supplemental Conditions:

B. COMPOSTING OPERATIONS

~~It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.~~



Source-separated material consisting of **cardboard, chipped brush, shredded non-suspect lumber**, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. ~~Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally.~~ The compost operations shall follow the regulations of the CDPH&E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel **are included in the operations costs**. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor. **Contractor shall have the right to use any excess material generated by the composting operation for ADC provided it is approved by the CDPH&E and the Enterprise.** These excess materials can include unscreened compost, reject material after screening of compost or finished compost.

...

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take ~~samples as required by their permit~~ and **submit all samples and comply with all provisions of regulations pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 14 as well as the current approved EDOP that is on file with the CHPH&E.**

It is understood that the scope of the composting operation includes sampling, testing, and the screening of a marketable product.

...

C. AGGREGATE TOPSOIL RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

~~The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to~~

~~include the following.~~ **The City desires that the Contractor expand the range of products to include most or all of the following:**

- topsoil
- topsoil/compost mixture
- class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The Contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by the City of Glenwood Springs;
- ~~Providing necessary services for mixing topsoil and compost together for sale to the public;~~
- Providing loading services for purchasers of rock, topsoil or other aggregate products.

It is understood that topsoil separation and blending with compost will be included in this Agreement. The Contractor will be compensated according to Exhibit A-1, attached hereto and incorporated herein.

...

SECTION III.

THE CITY OF GLENWOOD SPRINGS' SERVICES AND RESPONSIBILITIES

The City of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- **Management of used tires used tire handling;**
- Scrap metal hauling;



- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering and surveying services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor; and
- Contract administration of **this Agreement** ~~any—and—all—contracts associated with this Request for Proposals.~~

...

7. Appendix H: Staffing Plan to Exhibit B of the Agreement is hereby replaced with the following:

APPENDIX H: STAFFING PLAN

The Contractor shall always have at least a minimum number of personnel on site during operating hours, as listed below:

Weekdays March 1 through November: 4 operators
 Weekdays December 1 to March 1: 3 operators
 Saturdays March 1 to December 1: 2 operators
 Saturdays December 1 to March 1: 1 operator

- The operating face is never to be left unattended when customers are present.
- Staff person at dumping area must be attentive, working on equipment is not watching for loads of illegal dumping.
- In the event these staffing levels cannot be met, Enterprise must be notified in advance.

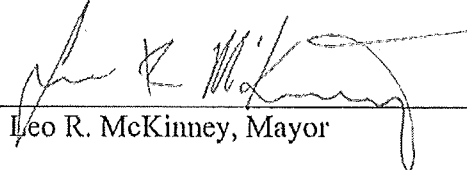
8. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15th day of May, 2014.

ATTEST:


 Ann Green, Deputy City Clerk

GLENWOOD SPRINGS LANDFILL
 ENTERPRISE

By: 
 Leo R. McKinney, Mayor



APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

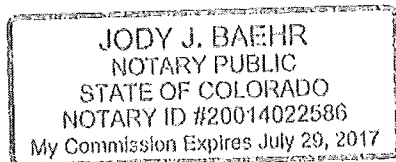
By: Larry Giroux
Larry Giroux, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 12 day of May, 2014 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7-29-2017



Jody J. Baehr
Notary Public



APPENDIX A-1: PRICING

Section 1-A Landfill Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$165,417	\$1,985,000	See Note 1
2015-2016	\$165,417	\$1,985,000	
2016-2017	\$165,417	\$1,985,000	
2017-2018	\$165,417	\$1,985,000	
2018-2019	\$165,417	\$1,985,000	

Section 1-B Composting Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$.144/gallon		Priced on all non-hazardous water received
2015-2016	\$.147/gallon		No charge for incoming yard waste
2016-2017	\$.150/gallon		See Note 1
2017-2018	\$.153/gallon		
2018-2019	\$.156/gallon		

Section 1-C Aggregate/Topsoil Recovery and Blending Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$6.35/ton		Unit price/ton for premium crushing is \$7.98/ton and escalates at the same rate as standard crushing
2015-2016	\$6.48/ton		See notes 1, 2
2016-2017	\$6.61/ton		
2017-2018	\$6.74/ton		
2018-2019	\$6.88/ton		

Notes

1. Fuel surcharge will be implemented when off-road unit fuel prices exceed \$3.50 per gallon.
2. Aggregate loading equipment will be equipped with scales for City billing purposes.

CITY OF GLENWOOD SPRINGS

OFFICE OF THE CITY MANAGER
101 WEST 8TH STREET
GLENWOOD SPRINGS, COLORADO 81601
PHONE: (970) 384-6408 FAX: (970) 384-6599



April 25, 2014

Larry Giroux
South Canyon Waste Systems, LLC
P.O. Box 1276
Basalt, CO 81621

via email: lgiroux@hes-usa.com

RE: Agreement for Operations Management for South Canyon Landfill, BD 2009-001

Dear Larry,

The Glenwood Springs Landfill Enterprise is interested in extending the existing agreement with your company for one additional month, ending May 31, 2014. If you agree to this extension, please sign and date this letter where indicated below and return it to my attention.

Thank you.

Sincerely,

Jeff Hecksel
City Manager

South Canyon Waste Systems, LLC hereby agrees to an extension of the above-referenced agreement for the period May 1, 2014 through May 31, 2014. All conditions of the existing agreement remain the same.

South Canyon Waste Systems, LLC

Dated: April 28, 2014

By:

Larry Giroux, Manager

CITY OF GLENWOOD SPRINGS

OFFICE OF THE CITY MANAGER
101 WEST 8TH STREET
GLENWOOD SPRINGS, COLORADO 81601
PHONE: (970) 384-6408 FAX: (970) 384-6599



March 21, 2014

Larry Giroux
South Canyon Waste Systems, LLC
P.O. Box 1276
Basalt, CO 81621

via email: lgiroux@hes-usa.com

RE: Agreement for Operations Management for South Canyon Landfill, BD 2009-001

Dear Mr. Giroux:

The above-referenced agreement for your company's operation of the City's South Canyon Landfill is set to terminate on March 31, 2014. The agreement allows for extensions upon the parties reaching agreement as to terms of any additional five year contract. As negotiations of the terms for an additional five years will not be completed by March 31, 2014, the Glenwood Springs Landfill Enterprise is interested in extending the existing agreement with your company for one additional month, ending April 30, 2014. If you agree to this extension, please sign and date this letter where indicated below and return it to my attention.

Thank you.

Sincerely,

Jeff Hecksel
City Manager

South Canyon Waste Systems, LLC hereby agrees to an extension of the above-referenced agreement for the period April 1, 2014 through April 30, 2014.
All conditions of the existing agreement remain the same.

South Canyon Waste Systems, LLC

Dated: March ____, 2014

By:

Larry Giroux, Manager

**AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON
LANDFILL, BD 2009-001**

This AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001 ("Agreement") is made this 1st day of June, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, The City of Glenwood Springs, a municipality under the laws of the State of Colorado ("City"), has created a landfill enterprise by virtue of Article XX, Sections 1 and 6 of the Colorado Constitution and intends to operate and maintain the landfill enterprise so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution. This landfill enterprise is created under Article 080.080 of the Glenwood Springs Municipal Code; and

WHEREAS, Article 080.080 of the Glenwood Springs Municipal Code empowers the Enterprise to enter into contracts to conduct and operate a public landfill and names the Governing Body of the Enterprise as the City Council of the City.

WITNESSETH:

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

1. Documents Constituting Agreement. This "Agreement" includes, and hereby incorporates by reference, the terms and provisions of and the rights and obligations of Enterprise and Contractor under (i) this document (this "Document"), (ii) the Contract Documents as defined in Proposal Number BD 2009-001 (including Addendum Number One and Addendum Number Two thereto) attached hereto and incorporated herein as Exhibit A (the "Contract Documents"), and (iii) Contractor's Landfill Operations Management Proposal dated February 18, 2009 attached hereto and incorporated herein as Exhibit B (the "Proposal"). The terms and provisions of this Document shall supersede any contradictory provisions in the Proposal or the Contract Documents, and the terms and provisions of the Proposal shall supersede any contradictory provisions in the Contract Documents. Enterprise hereby acknowledges and consents to the assignment of the rights and obligations of Heartland Environmental Services, LLC ("Heartland"), the original respondent under the Contract Documents, to Contractor, Heartland's wholly-owned subsidiary. Contractor hereby adopts the terms and provisions of the Proposal as its own and assumes all of the obligations of Heartland under this Agreement, including the Proposal.

2. Scope of Services.

- a. Contractor agrees to provide operations management for City's South Canyon Landfill ("Landfill") as set forth in the Agreement. As part of the services

provided hereunder, Contractor agrees to closely monitor all Landfill areas where items can be dumped.

- b. In the event that daily, intermediate or final cover must be purchased from an outside source or brought onto the Landfill from an area outside the Landfill, the cost of such material shall be borne by Enterprise.
- c. The parties acknowledge that, subject to the Enterprise and/or Contractor securing at Enterprise's sole cost and expense all necessary permits, the Enterprise has agreed to the provisions of the Proposal entitled "E. Liquids Management" contained in "Section II. Optional Scope of Services" of the Proposal, and that the compensation to Contractor for providing such services is included within the numbers quoted by Contractor in Appendix A of the Proposal. Except as provided in the immediately preceding sentence, Contractor's obligations under this Agreement shall not include any of the optional services outlined in "Section II: Optional Scope of Services" of the Proposal, unless and until the parties hereafter agree in writing.

3. Pledge of Enterprise Revenue Solely. The parties acknowledge and agree that payment under this Agreement is limited solely to the Landfill Enterprise revenue currently derived or to be derived from the functions, services, benefits or facilities of the Enterprise and no other assets or funds of the Enterprise or City shall be forfeited or taken for such payment. Further, this Agreement makes no claim on the credit of the Enterprise or the City in any manner or for any purpose. Enterprise, in its sole discretion, may enter into subsequent obligations of Enterprise revenue, including but not limited to, revenue bonds or other multi-fiscal year financial obligations. Contractor shall have no right of consent before any financial obligations are created. Payments due under this Agreement shall have no priority over any previous, current or subsequent financial obligations.

4. Cost of Services; Payment.

- a. Enterprise shall pay Contractor the amounts set forth in Section I-A ("Landfill Operations") of Appendix A ("Pricing") to the Proposal. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations under such Section I-A on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month (e.g. the \$165,417.00 for June 2009 shall be mailed by Enterprise so as to be received by Contractor by no later than June 20, 2009). If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.3 below.

- b. Amounts payable by Enterprise to Contractor for Composting Operations and Aggregate Recovery Operations under Sections I-B and I-C, respectively, of Appendix A ("Pricing") of the Proposal shall be payable by Enterprise to Contractor within ten (10) business days after Enterprise's receipt of Contractor's monthly invoice. In connection with the Composting Operations, Enterprise agrees to provide Contractor with an accurate count of the number of gallons of wastewater and sludge received through the gate each month within three (3) business days after the end of each calendar month.
- c. In the event that the average off-road fuel cost paid by Contractor in the first year of performance of its work under this Agreement exceeds Three Dollars (\$3.00) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (a) the amount by which such average cost per gallon exceeds \$3.00 times (b) the number of gallons of off-road fuel utilized by Contractor during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.
- d. Unless the parties otherwise agree, any work outside the scope of work outlined in the Agreement that Enterprise requests that Contractor perform, and Contractor so agrees to perform, shall be charged by Contractor at the rates set forth in the Equipment Rate List set forth in Appendix E to the Proposal.
- e. Enterprise agrees that it will be responsible for collecting at the gate of the Landfill and paying to the State of Colorado the Solid Waste User Fee payable to the State.

5. Term. This Agreement shall be effective as of May 31, 2009 and shall extend through March 31, 2014. This Agreement may be extended for four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five year contract. In the event the parties are unable to reach agreement, this Agreement shall not extend.

6. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the Enterprise for any purpose. It is Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. Contractor shall be aware of the inherent hazards that exist due to the nature of the site. Contractor is hereby advised that the site is located over the South Canyon Landfill where previously unknown wastes have been placed. Contractor shall adequately monitor the interior of its mobile building located upon the Landfill for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The Enterprise shall adequately monitor all portions of the Landfill and Enterprise's maintenance building,

except Contractor's mobile building, for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect persons coming upon the Landfill.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

8. Indemnity, Insurance and Governmental Immunity Act. The indemnification provisions contained in the sections of the Contract Documents entitled Instructions to Bidders and Insurance Requirements are hereby deleted and the following is substituted therefor:

Contractor shall indemnify and hold the Enterprise and City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the negligent or wrongful acts of Contractor, its agents, employees or contractors; Contractor's failure to perform its obligations under the Agreement in a good and workmanlike manner consistent with the standards of similar well-run landfill operations; or Contractor's failure to comply with applicable laws and permit conditions in the performance of its' work under this Agreement. The Contractor or its insurer(s) shall pay all losses of any nature whatever in connection therewith, and shall defend all suits in connection therewith, in the name of the Enterprise or the City when applicable, and shall pay all costs and judgments which may issue thereon. Notwithstanding the foregoing, Contractor shall not be liable for, and the foregoing indemnity shall specifically not apply to, conditions existing at the Landfill prior to the commencement of Contractor's work; other matters that arise despite Contractor's operation of the Landfill in a good and workmanlike manner consistent with the standards of similar well-run landfill operations and absent Contractor's negligence (e.g. household hazardous waste are disposed of in the Landfill despite the performance by Contractor of appropriate random screening procedures); or conditions arising out of the actions of the Enterprise, its agents, employees or contractors (excluding Contractor).

Contractor shall maintain the insurance required under the Insurance Requirements Section of Exhibit A for the term of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Enterprise or City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

9. Employees, Subcontractors and Assignees. Contractor may employ or subcontract with additional persons to assist it in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of the Contractor. Notwithstanding the foregoing, however, this Agreement shall not be assigned to a third party by the Contractor without the prior express written consent of the Enterprise; provided, however, the Enterprise agrees that Contractor may collaterally assign its interest in the monetary sums payable by the Enterprise to Contractor under this Agreement to CoBiz Bank (d/b/a Colorado Business Bank) or, upon written notice to Enterprise, another lender(s)/equipment lessor(s) ("Bank") providing financing for the equipment to be purchased by Contractor and/or operations of the facility.

Contractor shall provide workers who are competent in their craft specialization and the work classification requirements. The Enterprise shall have the right to object to and require Contractor to remove from the site any person employed by the Contractor, including persons employed by subcontractors, who by misconduct, or by failure to properly perform his/her duties in the reasonable judgment of the Enterprise, is unfit for employment.

10. Supervision by Contractor. Supervision of Contractor's scope of services under the Agreement shall be the responsibility of the Contractor.

Subject to the specific provisions otherwise in this Agreement, Contractor shall have complete control of its organization and shall exercise control to ensure compliance by Contractor, its agents, employees and contractors with this Agreement, applicable laws and permit conditions.

Contractor shall provide, at all times, a competent and qualified superintendent together, as necessary, with competent and qualified supervisors in charge of individual trades or sections. The superintendent shall not be changed except with the consent of or at the request of the Enterprise, unless the superintendent ceases to be employed by the Contractor. The superintendent shall be authorized to act for or on behalf of the Contractor with respect to operational issues at the Landfill.

11. Assumption of Scope of Services by Enterprise. Enterprise shall have the right, upon providing seven (7) days written notice and opportunity to cure to Contractor, and without process or action at law and without prejudice to any other right or remedy Enterprise may have, to assume and perform any portion or portions of the scope of services by whatever methods Enterprise deems expedient, by reason of any of the following:

- a. if the Contractor has failed to diligently execute the scope of services or any portion thereof in accordance with the standard of care set forth in Section 7 above;
- b. if the Contractor neglects or refuses to perform the scope of services in accordance with the requirement of this Agreement or to remove unsatisfactory personnel, materials or work, or disregards laws, by-laws, regulations, requirements or permit conditions governing the scope of services;
- c. if the Contractor has abandoned the scope of services;
- d. if the Contractor has made an assignment of this Agreement without the required consent; or
- e. if the Contractor's conduct meets any incident of Default as defined under Section 12.1.

Without prejudice to Enterprise's right against the Contractor, it is understood that Enterprise has a right to recover from the Contractor any loss, damage or expense incurred by Enterprise arising from the Contractor's breach of its obligations under this Agreement.

12. Default; Breach; Remedies.

12.1 Default. The occurrence of any of the following events constitutes a material default of this Agreement by Contractor:

- a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of thirty (30) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than thirty (30) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- b. The making by Contractor of any general assignment or general arrangement for the benefit of creditors; the filing by Contractor of a petition to have Contractor adjudged a bankrupt; or, the judicial declaration of Contractor as bankrupt.
- c. The appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if possession is not restored to Contractor within thirty (30) days.
- d. The attachment, execution or other judicial seizure of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if the seizure is not discharged within thirty (30) days.

12.2 Remedies upon Contractor's Default. In the event of any such material default by Contractor, the Enterprise may, after giving notice as provided above, enter onto the Landfill, remove Contractor's property and take and hold possession of the Landfill and expel Contractor, as detailed in Section 11 above, and pursue all those remedies available to the Enterprise under the laws of the State of Colorado whether at law or in equity.

12.3 Default by the Enterprise. The Enterprise shall not be in default unless (i) the Enterprise fails to pay any amounts or sums due and owing to Contractor under this Agreement within seven (7) days after notice from Contractor and opportunity to cure from Contractor, or (ii) the Enterprise fails to perform any other covenant, term, provision, agreement or obligation required of it within a reasonable time, but in no event later than thirty (30) days after notice by Contractor to the Enterprise; provided that if the nature of the obligation is such that more than thirty (30) days are reasonably required for performance, then the Enterprise shall not be in default if the Enterprise commences performance within the thirty (30) day period and thereafter diligently completes performance.

12.4 Remedies upon the Enterprise's Default. If the Enterprise defaults in the performance of any of the obligations required to be performed by the Enterprise under this Agreement, Contractor may, after giving notice as provided above, elect to terminate this Agreement upon giving thirty (30) days notice to the Enterprise of its intention to do so. In that event, this Agreement shall terminate upon the date specified in the notice, unless the Enterprise has meanwhile cured the default to the satisfaction of Contractor. Contractor may also pursue all remedies available to it under the laws of the State of Colorado, whether at law or in equity.

13. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution, then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement and Contractor shall comply with the provisions of Amendment 54. In addition, if and only to the extent this Agreement constitutes a "sole source government contract", Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held by final judgment to be unconstitutional or otherwise invalid by a court of competent jurisdiction or have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision or provisions.

14. Competitive Proposal. Enterprise represents and warrants to Contractor that award of this Agreement was procured by Enterprise through a public and competitive proposal process which solicited at least three proposals prior to awarding this Agreement to Contractor.

15. Use of Maintenance Building. In consideration of the payment by Contractor to Enterprise of the sum of Five Hundred Dollars (\$500.00) per month on the first day of each month, Contractor shall have the right to use, in common with Enterprise, the existing maintenance building on the Landfill during the term of this Agreement. Subject to the provisions of the immediately following sentence, Enterprise shall bear all maintenance, repair and insurance responsibilities, risk of loss and the cost of electricity with respect to such maintenance building. Notwithstanding the foregoing, but subject to the provisions of the immediately following sentence, (i) Contractor shall be obligated to repair any damage to the maintenance building caused by the acts of Contractor, its subcontractor(s) or their respective agents or employees, (ii) Contractor shall be responsible for the cost of any leasehold improvements that Contractor desires to make to the maintenance building (any such leasehold improvements shall be subject to the prior consent of Enterprise), and (iii) Contractor shall be responsible for the cost of all other utilities utilized by Contractor with respect to the maintenance building. Enterprise hereby releases Contractor, its subcontractor(s) and their respective agents and employees from any and all losses, costs or damages with respect to the maintenance building resulting from causes of loss insurable under its property/casualty insurance.

16. Bonding. The Payment/Performance Bond to be provided by Contractor under the terms of the Contract Documents shall be in form reasonably acceptable to Enterprise. Such

Bond shall be in the maximum amount of Four Hundred Thousand Dollars (\$400,000.00). Enterprise agrees, however, that in lieu of the Payment/Performance Bond, Contractor may substitute a Four Hundred Thousand Dollar (\$400,000.00) irrevocable letter of credit in form satisfactory to Enterprise.

17. Permits. The Enterprise shall be responsible for obtaining and maintaining in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits.

18. Re-Purchase of Equipment. In connection with the execution of this Agreement, Contractor is purchasing from the City the vehicles/equipment listed on Exhibit C attached hereto and incorporated herein ("Equipment"). Contractor hereby agrees that Enterprise shall have the right to re-purchase from Contractor all, but not less than all (unless Contractor otherwise agrees), of such Equipment that is still owned and in use by Contractor at the Landfill on the last day of the term of this Agreement. The purchase price for such Equipment shall be the then fair market value of such Equipment as determined by an appraisal performed by Ritchie Bros. or such other appraisal company reasonably approved by Enterprise and Contractor (the "Appraiser"). In order to exercise its right to repurchase such Equipment, Enterprise must give Contractor written notice, at least ninety (90) days prior to the last day of the term of this Agreement, of Enterprise's election to so re-purchase such Equipment, which notice shall include a copy of the Appraiser's report appraising the fair market value of such Equipment. If Contractor does not receive notice from Enterprise electing to purchase the equipment prior to such ninety (90) day period, Enterprise shall have no further right to purchase such Equipment and Contractor shall be free to sell, dispose of or otherwise utilize such Equipment as Contractor sees fit upon the expiration of the term of this Agreement.

19. Agreement Administration and Notice. For purposes of administering this Agreement, the City Council hereby appoints the Public Works Director to represent the Enterprise in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Enterprise: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, CO 81601

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

To the Contractor: Larry Giroux, Manager
 South Canyon Waste Systems, LLC
 9870 Big Bend Blvd.

P.O. Box 221090
Kirkwood, MO 63122
Telephone: 314/909-9250

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

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

23. Attorneys' Fees. Should this Agreement become the subject of litigation between the Enterprise and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to, attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

24. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Contractor and the Enterprise may assign this Agreement in accordance with the specific written permission, any rights to claim damages or to bring any suit, action or other proceeding against either the Enterprise or Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

25. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st
day of June, 2009.

GLENWOOD SPRINGS LANDFILL
ENTERPRISE

ATTEST:

Robin S. Unsworth
Robin S. Unsworth, City Clerk

By: Bruce Christensen

Bruce Christensen, Mayor

APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute

Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

By: Larry Giroux

Larry Giroux, Manager

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001 was acknowledged before me this 1st day of
June, 2009 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

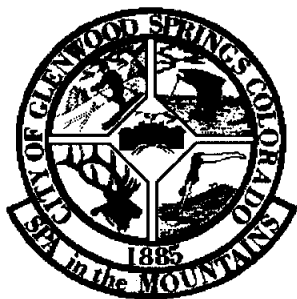
Witness my hand and official seal.

My commission expires: 2/29/2012



Mary L. Hume
Notary Public

Exhibit A



**City Of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
REQUEST FOR PROPSAL BD 2009-001
COVER SHEET**

Date:	January 16, 2009
Proposal number:	BD 2009-001
Proposal title:	Operations Management for South Canyon Landfill
Proposals will be received until:	February 16, 2009 5:00 p.m., local standard time at 101 West 8 th Street, City Clerks Office, Glenwood Springs, Colorado 81601
Goods or services to be delivered to or performed at:	South Canyon Landfill 1205 CR 134 Glenwood Springs, CO 81601
For additional information please contact Ricky Smith:	970-384-6445
Email Address	rdsmith@ci.glenwood-springs.co.us
Documents included in this package:	Request for Proposal Instruction to Bidders Agreement Notice of Award Performance Bond Payment Bond Supplemental Conditions Scope of Work Vendor Information Form Authorization Form Addendum to Professional Service Agreement Appendix A Appendix B Appendix C Appendix D Appendix E

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his Proposal.

CONTRACT DOCUMENTS:

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

- Request for Proposal
- Instruction to Bidders
- Agreement
- Notice of Award
- Performance Bond
- Payment Bond
- Supplemental Conditions
- Scope of Work
- Vendor Information Form
- Authorization Form
- Addendum to Professional Service Agreement
- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix E

Wherever the word "Contract" appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

QUALIFICATIONS OF BIDDERS:

If the Request for Proposal and/or Scope of Work requires the Bidder to demonstrate qualifications for the project, each Bidder must submit the required information according to the time frame specified in those sections of the Contract Documents. In addition to this, each Bidder must be prepared to submit, within five days of City's request, additional information such as proposed subcontractors, schedules, equipment, personnel, references, etc., that may be requested by City in order to evaluate the qualifications of bidders to perform the work.

EXAMINATION OF CONTRACT DOCUMENTS:

Before submitting his proposal, each Bidder must (a) examine the Contract Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (c) carefully correlate his observations with the requirements of the Contract Documents.

The submission of a Proposal will constitute an indisputable representation by the Bidder that he has complied with every requirement of this Request for Proposal.

SUB-CONTRACTORS:

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to City in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Proposal opening submit to City a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person and organization if requested by City. If City after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute. Any sub-contractor, other person or organization so listed and to whom the City of Glenwood Springs does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City. Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

SUBMISSION OF PROPOSALS:

Proposal shall be submitted at the time and place indicated in the Request for Proposal and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Contractor and accompanied by other required documents.

MODIFICATION AND WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of Proposals.

OPENING OF PROPOSALS:

Proposals will be publicly acknowledged, and a list of vendors who submitted proposals will be made available

PROPOSALS TO REMAIN OPEN:

All Proposals shall remain open for sixty days after the day of the Proposal opening, but City may, in its sole discretion, release any Proposal prior to that date.

AWARD OF CONTRACT:

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

City reserves the right to reject any and all Proposals, or portions thereof, and waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

If a contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by City indicates to City that the award will be in the best interest of the City.

If the contract is to be awarded, City will give the apparent responsive, responsible Bidder a Notice of Award within sixty days after the day the Proposal opening.

Simultaneously with delivery of the executed counterparts of the Agreement to City, Contractor shall deliver to City the required Contract Security.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2009 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence operation of _____
_____ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the operation of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one calendar year after the date of the NOTICE TO PROCEED and will complete the same within one calendar year, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Proposed Fees schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Request for Proposal
 - Instruction to Bidders
 - Agreement
 - Notice of Award
 - Performance Bond
 - Payment Bond
 - Supplemental Conditions
 - Scope of Work
 - Vendor Information Form
 - Authorization Form
 - Addendum to Professional Service Agreement
 - Appendix A
 - Appendix B
 - Appendix C
 - Appendix D
 - Appendix E

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

- No. _____ dated _____, 2009.
No. _____ dated _____, 2009.
No. _____ dated _____, 2009.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Proposal Documents such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

OWNER:

City Of Glenwood Springs

By _____

Name Jeff Hecksel

Title City Manager

Address: 101 W. 8th St.
Glenwood Springs, CO 81601
Telephone: 970-384-6400

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR:

By _____

Name _____
(Please type)

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Request for Proposal dated _____ and Instruction to Bidders.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$ _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your PROPOSAL.

Dated this _____ day of _____, 2009.

City Of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2009

By _____

Title _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____

Attorney-in-Fact

(SEAL)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

SUPPLEMENTAL CONDITIONS

GENERAL DESCRIPTION OF WORK

The City of Glenwood Springs will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or to the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

WORK BY OTHERS

Private utilities, the City, or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not listed, shall be determined by the Contractor. The Contractor shall cooperate and coordinate with whomever else may be working in the area in order that golf driving range construction may proceed in an orderly manner.

RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, heat, power (other than what is available at site as offered in this contract), transportation, superintendence, cleanup, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature necessary for the performance of the Contract.

COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Request for Proposal Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
3. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, Public Works Department, 101 West 8th., Glenwood Springs, CO. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
4. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

INSURANCE REQUIREMENTS

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

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	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as "Additional Insured"	

Pollution Liability:

{ IF you have any pollution exposure }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	Per location / per job aggregate limit
Defense in excess of limits	
Designated Location or Operation must be shown as per your contract for the City	
Name the City as "Additional Insured"	

Umbrella:

Policy form:	Occurrence - Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	

Excess professional liability
 (if you provide professional services)
 Excess pollution liability (if any pollution exposure exists)
 Excess employer's liability
 Blanket contractual
 Per location / per job aggregate limit
 Defense in excess of limits
 Primary & non-contributory
 All locations / operations (if not, designate specific project or location)
 Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on City property or job site must be covered	
Show Waiver of Subrogation in favor of the City	
Coverage must apply to workers in Colorado	

UTILITIES

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.
2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.
3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

SUPPLEMENTAL CONDITIONS PREVAIL

In the case of conflicting statements contained within these contract documents, the statements in the Supplemental Conditions shall prevail.

RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, rdsmith@ci.glenwood-springs.co.us, fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent at least seven calendar days prior to the scheduled opening of the Solicitation.

An agent of the City's Purchasing Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

FOR AWARD

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

LOCAL BUSINESS PREFERENCE

The City Of Glenwood Springs grants a five percent (5%) preference to qualified local businesses in considering award of contracts over \$25,000.00. Local businesses are defined in Ordinance 94-2 (Article 010.050.080 of the Municipal Code) and are generally those businesses located and primarily doing business in Garfield, Eagle, or Pitkin Counties and employing residents of those counties. Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (local time), February 13, 2009. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445).

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within two calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

TERM OF CONTRACT: It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

**REQUEST FOR
PROPOSALS**

OPERATIONS MANAGEMENT

FOR

SOUTH CANYON LANDFILL



CITY OF GLENWOOD SPRINGS
Garfield County, Colorado

JANUARY 2009

PROPOSAL # BD 2009-001

REQUEST FOR PROPOSALS
OPERATIONS MANAGEMENT OF THE SOUTH CANYON LANDFILL

PROJECT DESCRIPTION:

The City of Glenwood Springs (hereinafter the "City of Glenwood Springs" or "City") will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

The City of Glenwood Springs will consider alternative proposals that would meet the goals of the work outlined below.

SCOPE OF SERVICES AND RESPONSIBILITIES:

SECTION 1:

CONTRACTOR'S SCOPE OF SERVICES:

The following is a general outline of the Scope of Services and Responsibilities to be provided by the Contractor. All issues concerning the level of service provided by the Contractor will be determined and/or defined by the Public Works Director or his/her designee.

The following sections are intended to detail, but not limit, the contractor's responsibilities and services to be performed under this RFP.

A. LANDFILL OPERATIONS

The Contractor will be responsible for providing all the tools, equipment, fuel, labor, maintenance and any other necessary materials and supplies to operate the landfill portion of the South Canyon Landfill. Generally, the landfill operations that will be the responsibility of the Contractor include compacting and covering of waste, including minimizing the exposed area of the working face, spreading and compacting waste, stockpiling cover material, covering compacted waste, grading, providing signage, inspection of waste, random waste screening. The Contractor will also be responsible for internal road construction and maintenance; nuisance control including litter control, vector control, fire control and odor control; and channel, pond and drainage maintenance. These responsibilities are more detailed in the following sections.

All landfill operations must be conducted in accordance with the City's approved plans.

The landfilling method used at South Canyon Landfill is the progressive area slope method, or the area method depending on topographic conditions.

Note: Final covering of the completed areas is not included in this scope of work. Final covering of completed (filled) areas of the landfill will be addressed under a separate contract.

A-I. COMPACTION AND COVERING OF MUNICIPAL SOLID WASTE

The contractor's responsibilities shall include, but are not limited to:

- Providing daily working face for waste disposal that minimizes the exposed area;
- Spreading and compacting waste in a manner that achieves maximum practical density;
- Providing an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Covering compacted waste daily with a minimum of 6 inches of soil cover or synthetic alternate daily cover as approved by the Colorado Department of Public Health and Environment (CDPH&E);
- Using alternate daily cover whenever possible in compliance with any terms or conditions imposed by the CDPH&E;
- Intermediate and daily cover shall be graded to provide positive drainage;
- Providing proper signage or other form of direction around working face to safely direct traffic into and out of the unloading area;
- Visually inspecting all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze, yard waste, etc;
- Providing recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;

- Immediately covering certain wastes requiring special handling, including but not limited to: non-friable asbestos; dusty wastes; extremely odiferous wastes; and dead animals;
- Shaping contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintaining areas covered with daily, intermediate, or final cover.

A-II. RECOVERY, COMPACTION AND COVERING OF CONSTRUCTION & DEMOLITION (C & D) WASTE

The contractor's responsibilities shall include, but are not limited to:

- Divert C & D Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable materials including rock, concrete, asphalt, soil, wood and metal;
- Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC).

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on going to ensure drivability and safety of access and haul roads.

The contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of 10%.
- Dust control on a daily basis when potential for dust generation exists, and dust generation control with dust palliative being applied as necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control;
- Maintaining drivability of all internal site roads during all operating hours, including storm events.

A-IV. NUISANCE CONTROL

The contractor's responsibilities shall include, but are not limited to:

LITTER CONTROL

- Litter control at the working face, along site roads, (and from the composting area if paper is incorporated into the compost operations);
- Use of portable litter fences or screens at the working face;
- Litter pickup within the site, around the site perimeter, and off-site as necessary based on significant wind events;
- Recommendations on more effective litter control methods.

VECTOR CONTROL

- Implementing proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

FIRE CONTROL

- Providing fire lanes around compost piles and other areas as necessary;
- Providing and maintaining suitable fire extinguishers for equipment and employee facilities;

- Being familiar with and able to readily implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;
- Providing compliance with the City of Glenwood Springs Fire Department requirements concerning fire prevention and protection.

ODOR CONTROL

- Providing proper landfill operations and procedures to ensure that odor from the working face is not an issue.

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260± linear feet of run-on diversion ditches, and approximately 10,000± linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds once during the term of the contract;
- Maintaining perimeter ditches

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous waste and PCBs. The screening will be performed near the working face. This program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removal of the waste and transport to the working face if the waste is deemed acceptable.

The contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area;
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;
- Following all proper procedures as outlined in Section 4.2 of the EDOP.

A-VII. SAFETY, TRAINING, AND OSHA REQUIREMENTS

The contractor's responsibilities shall include, but are not limited to:

- Providing personal protective equipment, safety, and training to meet all local, state, and federal requirements as necessary for this operation.

A-VIII. EQUIPMENT

- The City of Glenwood Springs has several pieces of equipment currently deployed at South Canyon Landfill. It is the interest of the City to make this equipment available to the successful contractor for purchase. The listing of equipment is included as Exhibit D.

B. COMPOSTING OPERATIONS

It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.

Source-separated material consisting of brush, lumber, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally. The compost operations shall follow the regulations of the CDPH & E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor.

Proposers shall evaluate the existing compost pad area and consider its condition and any desired improvements to be included in their response. Any such improvements shall be constructed by the Contractor in the summer of 2009 in accordance with a plan to be developed jointly by the Contractor and the City of Glenwood Springs. The pad is anticipated to consist of a 6-inch wood chip working surface underlain by a 6-inch compacted soil liner. The pad shall have a wood chip-operating surface, not gravel, so as to avoid contamination of compost. There shall be adequate drainage diversion channels and a perimeter collection channel associated with the pad to aid the City in meeting its storm water management plan.

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take samples as required by their permit.

The contractor's responsibilities shall include, but are not limited to:

- Directing and supervising unloading operations for both wood waste and sludge;
- Providing, maintaining, and operating the shredder and/or tub grinder to achieve particle size reduction on wood and/or paper waste;
- Mixing sludge with shredded wood waste;
- Transport of compost material to compost area;
- Forming windrows or piles;
- Turning windrows or piles;
- Tracking and documenting windrows or piles;
- Providing the equipment to load material into the shredder and/or tub grinder;
- Providing equipment to remove and transport shredded material to the compost area;
- Providing all equipment to mix sludge with shredded material;
- Providing fuel for all equipment involved;
- Providing all necessary labor;
- Reconstructing a new compost pad as necessary;
- Loading compost onto purchaser's vehicles;

C. AGGREGATE RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to include most or all of the following:

- topsoil
- topsoil/compost mixture
- Class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by The City of Glenwood Springs;
- Providing necessary services for mixing topsoil and compost together for sale to the public;
- Providing loading services for purchasers of rock, topsoil, or other aggregate products.

D. IMPROVEMENTS

The City of Glenwood Springs's goal is to run safe and efficient operations that meet all local, state, and federal regulations. The City also has a strong commitment to recovering and recycling as many products as reasonably possible. As part of the submittal process, proposers are encouraged to propose possible improvements to any and all of the activities associated with South Canyon Landfill.

E. EMPLOYEES AND EMPLOYEE FACILITIES

The City of Glenwood Springs provides its employees facilities at South Canyon Landfill. These facilities are limited, and not able to accommodate additional staff from the successful contractor. It will be the responsibility of the proposer to evaluate their situation and provide adequate employee facilities for their employees.

The City will experience a reduction in force at South Canyon Landfill associated with the outsourcing of landfill operations. It is the City's desire to provide its current employees affected by the reduction in force the opportunity to be transferred to the successful contractor. It is anticipated that the contractor will provide all such current landfill employees employment opportunity in a like position, with a like compensation and benefit packages, for a minimum of one year.

The contractor's responsibilities shall include, but are not limited to:

- Providing adequate employee facilities for the Contractor's staff;
- Providing phone, electric, and other utilities for this facility;
- Providing all other materials and supplies necessary to provide a safe, sanitary environment for their employees.

F. ADDITIONAL INFORMATION

It is the Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. The Contractor shall be aware of the inherent hazards that exist due to the nature of the site. The Contractor shall be responsible for the health and safety of his employees and is hereby advised that the site is

located over the South Canyon Landfill, where previously unknown wastes have been placed. The Contractor shall adequately monitor the site for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The City of Glenwood Springs reserves the right to enter the site for periodic checks of safe working environments.

G. QUESTIONS REGARDING THIS RFP

Any questions regarding this RFP should be detailed in an email to:

Robin Millyard, Public Works Director
robinm@ci.glenwood-springs.co.us

All such questions and responses will be forwarded to all known parties that intend to respond to this RFP.

SECTION II.

OPTIONAL SCOPE OF SERVICES:

The purpose of this section is to solicit input from the proposers to provide techniques and services to increase the life of the landfill and gain additional airspace on the existing landfill footprint to delay expansion. As a part of this effort, all reasonably recoverable and recyclable materials, including soil, would be diverted out of the landfill. Proposers are to submit detailed information regarding their proposal to accomplish this goal, including their suggestion for measurement and payment.

SECTION III.

THE CITY OF GLENWOOD SPRINGS'S SERVICES AND RESPONSIBILITIES

The city of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- Used tire handling;
- Scrap metal handling;
- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor;
- Contract administration of any and all contracts associated with this Request for Proposals.

SECTION IV.

BONDS

Proposers will **not** be required to submit a Bid Bond, but will be required to provide Performance and Labor and Material Payment bonds for the current annual contract amount.

100% Performance Bond
100% Payment Bond

SECTION V.

CONTRACT TIME

It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

SECTION VI.

SELECTION PROCESS

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology.

SECTION VII.

PROPOSED FEES

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

APPENDIXES

Appendix A-General information regarding South Canyon Landfill

Appendix B-Design and Operation reports

Appendix C- Annual Volume and Revenue Data-April 1, 1999 thru December 31, 2008. Includes volume based fee structure, which ended on December 31, 2008, as well as the current weight based fee structure.

Appendix D-Existing equipment available for sale

Appendix E-CDPH & E Composting Regulations, Section 14 of 6 CCR 1007-2, Part 1

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete ALL areas. Mark N/A for those, which are not applicable. Type or **print legibly**, all responses.

1.
 - a. LEGAL NAME OF FIRM: _____
 - b. DBA OR BUSINESS NAME
(IF DIFFERENT) _____
2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
 - a. STREET ADDRESS: _____
 - b. CITY: _____ STATE: _____ ZIP: _____
 - c. ALTERNATE ADDRESS: _____ YES _____ NO if yes, attach separate sheet with information.
(Address used for returns, etc., if different from #2 and #3.)
3. PAY OR REMIT ADDRESS:
 - a. LEGAL NAME OF FIRM: _____
 - b. STREET ADDRESS: _____
 - c. CITY: _____ STATE: _____ ZIP: _____
 - d. PAYMENT TERMS (e.g., 2%10, net 30, etc.) _____
4. FIRM TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER (____) _____
EMAIL: _____
5.
 - a. FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
 - b. **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of
(name of firm) _____ and that the information
contained herein is true and correct to the best of my knowledge and belief.

Name: _____

Title: _____

Signature: _____ Date _____

No employee of The City of Glenwood Springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City Of Glenwood Springs.

City of Glenwood Springs
Addendum to Professional Services Agreement

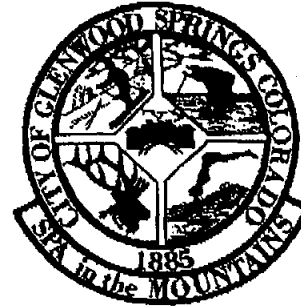
Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER ONE FOR
OPERATIONS MANAGEMENT FOR
SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Bid due date has been changed to February 18, 2009, 5:00 p.m., Mountain Standard Time.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Heortland Environmental Svcs LLC</u>	Fax:	<u>970-922-0452</u>
Address:	<u>32046 Hwy 82</u>	City/State:	<u>Snowmass, CO</u>
Contact Person:	<u>Larry Giroux</u>	Title:	<u>Manager</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>618-407-2280</u>
Printed Name:	_____	Date:	_____

*faxed
1/27/09*



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER TWO FOR
OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Please delete section Work By Others on page 12 of bid documents.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Heartland Environmental Services, LLC</u>	Fax:	<u>970-922-0452</u>
Address:	<u>32046 Hwy 82</u>	City/State:	<u>Snowmass, CO</u>
Contact Person:	<u>Larry Giroux</u>	Zip:	<u>81615</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>618-407-2280</u>
Printed Name:	<u>Larry Giroux</u>	Phone:	<u> </u>
	Title: <u>Manager</u>	Date:	<u> </u>

faucet
11/27/09

City of Glenwood Springs
Addendum #4 to Professional Services Agreement

The undersigned are parties to that certain Agreement dated April 29, 2009 (the "Contract") with respect to Operations Management for South Canyon Landfill, Glenwood Springs, CO (Proposal No. BD 2009-001).

The parties desire to clarify, and where applicable, amend certain provisions of the Contract as set forth below in this Addendum #4.

In order to induce each party to enter into the Contract, and for other good and valuable consideration, the undersigned agree as follows:

1. The "Contract Documents" as defined in the Contract shall also include this Addendum #4.
2. Notwithstanding anything to the contrary contained in the Contract, Owner and Contractor agree that the three (3) employees of Owner who are to become employees of Contractor under the terms of the Contract (the "Specified Employees") shall remain employees of Owner through and including May 31, 2009. As such, Owner shall (i) compensate the Specified Employees at their current rate of compensation and (ii) carry workers' compensation and employers' liability insurance with respect to such Specified Employees through and including May 31, 2009. For the period from May 1, 2009, through and including May 31, 2009 (the "Subcontract Period"), Owner shall subcontract the services of the Specified Employees to Contractor, and Contractor shall pay to Owner an amount equal to the hourly wages and related employment taxes payable by Owner with respect to such Specified Employees for the Subcontract Period.

Agreed to this 7~~th~~ day of May, 2009:

"Owner"

"Contractor"

City of Glenwood Springs

South Canyon Waste Systems, LLC

By: Jeff Hecksel
Jeff Hecksel, City Manager

By: Larry Giroux
Larry Giroux, Manager

Exhibit B



Heartland Environmental Services, LLC

LANDFILL OPERATIONS MANAGEMENT PROPOSAL

South Canyon Landfill

City of Glenwood Springs, CO

Purchasing Department

101 West 8th Street

Glenwood Springs, CO 81601

BD 2009-001

Submitted by

Heartland Environmental Services, LLC

32046 Hwy. 82

Snowmass Village, CO 81615

Phone: (970) 922-0878

Fax: (970) 922-0452

Mobile: (618) 407-2280

E-mail: Lgiroux@Heartland-Companies.com

February 18, 2009

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EXECUTIVE SUMMARY

This proposal is submitted by Heartland Environmental Services, LLC (Heartland) of Snowmass Village, Colorado, in response to BD 2009-001 issued by the City of Glenwood Springs, Colorado for the operation of the city owned South Canyon Landfill.

The South Canyon Landfill, which first began operations in the early 1950's, is located approximately five miles west and one mile north of the city. Access to the site is limited to a single road which enters the site on the southeast corner from South Canyon Creek Road.

The City of Glenwood Springs provides solid and liquid waste management and recycling services for its residents and businesses. These services include waste collection and operation of the following processes at the South Canyon Landfill:

- Recycling drop-off boxes
- Disposal for Municipal Solid Waste (MSW)
- Disposal for Construction & Demolition (C&D) material
- Septage/car wash water management
- Composting operations (currently contracted to a third party)

Heartland Environmental Services, LLC (Heartland) is a company experienced in extending the life of waste disposal facilities through reclamation, recycling, wastewater management and environmentally sound waste management practices.

Heartland hopes to be the city's partner in solid waste and liquid waste management. Your South Canyon Landfill will be treated as our own and managed with pride and professionalism. Heartland brings neutrality to solid waste disposal by being a company which does not provide collection services in competition with other providers using the landfill. Heartland operates in a fashion which brings accountability to Heartland and the City with appropriate operating procedures and documentation. We propose to do the following:

- Provide cost effective, environmentally sound, value added landfill services;
- Operate the landfill in a safe and efficient manner;
- Meet all applicable environmental regulations;
- Work closely with Glenwood Springs' staff;



- Provide excellent customer service, and strive to maintain a safe, clean and orderly environment for the customer;
- Consult with Glenwood Springs to minimize or eliminate any start-up or transition related problems;
- Help the City of Glenwood Springs market its aggregate sales program;
- Offer permit and operational design consultation to maximize the life of the facility;
- Facilitate discussion with the BLM for maximizing land use and improving functionality;
- Bring Heartland's strategic partners to Glenwood Springs to develop a comprehensive greenhouse gas and carbon footprint reduction program including the evaluation of solar energy capacity, all in support of maintaining recreational and population growth with appropriate carbon offsets;
- Bring proprietary technology and equipment to provide increased liquids management with zero liquid discharge (ZLD) while reducing air space utilization.

Heartland has a proven track record in the Rocky Mountain Region at high elevations. Heartland provides the same services for Pitkin County, Colorado with excellent results and the satisfaction of the County.



SECTION I: CONTRACTOR'S SCOPE OF SERVICES

A. LANDFILL DAILY OPERATIONS

Heartland, having examined all documents made available by the City and having reviewed the site of the proposed work, including the economic conditions of the community and the availability of materials and labor, proposes to furnish all labor, materials, supplies, services, and supervision required to perform the work identified in BD2009-001.

The definition of materials excludes daily and intermediate cover which must be purchased from an outside source or brought onto the site from an area not on the facility property. As defined below, Heartland will be responsible for the placement of daily and intermediate cover as well as the excavation and movement of soil from any on-site sources.

The terms of the proposed contract are for a five year initial contract with four, five-year options.

All landfill operations will be conducted in accordance with 6 CCR 1007-2, and other documents as shall be defined.

Heartland reserves the right to assign this proposal to a wholly owned subsidiary of Heartland prior to execution of any definitive contract documents.

The following sections detail the services that Heartland will provide as part of the landfill operations.

A-I. Compaction and Covering of Municipal Solid Waste

Heartland will perform the following:

- Provide a daily working face for waste disposal that minimizes the exposed area;
- Spread and compact the waste in a manner that achieves maximum practical density;
- Provide an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Cover compacted waste daily with a minimum of 6 inches of soil cover or alternate daily cover as approved by the Colorado Department of Public Health and Environment (DPHE);
- Use approved alternate daily cover whenever possible in compliance with any terms or conditions imposed by Colorado DPHE;



- Ensure that all intermediate and daily cover is graded to provide positive drainage;
- Provide proper signage, cones, barriers or other form of traffic control to direct refuse vehicles to the daily working face;
- Visually inspect all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze and yard waste;
- Provide recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;
- Immediately cover certain wastes requiring special handling, including but not limited to: asbestos (friable and non-friable), dusty wastes, extremely odiferous wastes, and dead animals;
- Shape contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintain areas covered with daily, intermediate, or final cover.

A-II. Recovery, Compaction and Covering of Construction and Demolition Waste

Heartland will perform the following:

- Divert Construction and Demolition Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable material including rock, concrete, soil, wood, and metal;
- Obtain DPHE approval to grind non-recoverable C&D material and use as Alternate Daily Cover;
- Extend the landfill life by greater than 40% by utilizing the C&D practices outlined in this proposal and proven at our current operation at the Pitkin County landfill (See exhibits #1 and #2);
- Utilize processed C&D for daily cover as demonstrated in the photo of our Pitkin County landfill (Exhibit #3).



Exhibit 1

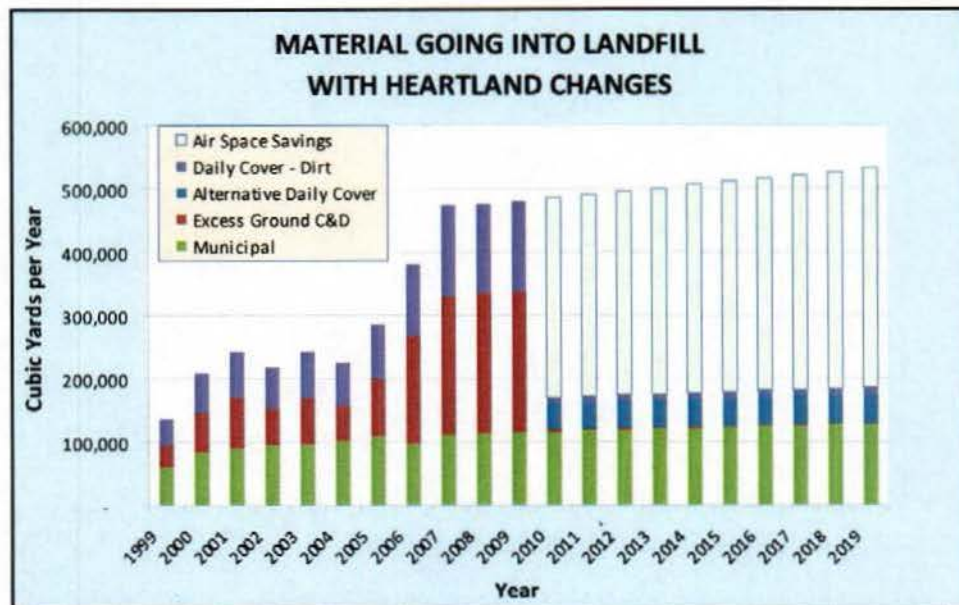


Exhibit 2



Exhibit 3

A-III. Road Construction and Maintenance

Heartland will be responsible for all internal roads at the Landfill beginning at the gate/scale house. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure trafficability, safety of haul roads, and minimal dust generation.

Heartland will perform the following:

- Road construction as necessary with a maximum road grade of 10%;
- Dust control on a daily basis when potential for dust generation exists, utilizing on-site water where available and obtaining additional water from off-site sources when necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to ALL landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and providing drainage control;



- Maintain conditions for safe passage of all internal site roads during all operating hours, including storm events;
- Reconstruct and resurface the entrance road from the entrance gate to the compost road with engineered fabric. Costs for the road reconstruction are addressed in the pricing schedule.

A-IV. Nuisance Control

Litter Control

Heartland will perform the following:

- Control litter at the working face and along on-site roads;
- Use portable litter fences or screens at the working face;
- Pickup litter within the site, around the site perimeter, and off-site as necessary based on significant wind events where excessive litter has escaped from the landfill operations;
- Pickup litter on the access road from Hwy 70 to the landfill entrance;
- Make recommendations on more effective litter control methods.

Vector Control

Heartland will perform the following:

- Implement proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

Fire Control

Heartland will perform the following:

- Provide fire lanes as necessary;
- Provide and maintain suitable fire extinguishers for Heartland equipment and employee facilities;
- Understand and be prepared to quickly implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;



- Provide compliance with local Fire Protection District requirements concerning fire prevention and protection.

Odor Control

Heartland will perform the following:

- Provide proper landfill operations and procedures to ensure that odor from the working face are not an issue.

A-V. Channel, Pond, and Drainage Maintenance

Proper landfill operational procedures dictate that as much water as possible is directed away from all operations at the landfill, and that the area is graded to prevent ponding:

Heartland will perform the following:

- Provide proper grading of all areas within the landfill to maintain good drainage and to prevent ponding, particularly over areas within the limits of waste;
- Maintain all existing let-down structures;
- Maintain all existing permanent run-on diversion ditches;
- Construct and maintain temporary internal ditches, relocate ditches and install culverts when and where necessary;
- Maintain existing perimeter ditches;
- Clean out the retention ponds as required and at least once during the term of the contract.

A-VI. Random Waste Screening

Random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous and non-acceptable waste. The screening will be performed near the working face. This program requires implementation of a method to determine selection of random loads, identification of the selected loads, maintenance of an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified or removal of the waste and transport to the working face if the waste is deemed acceptable.

Heartland will perform the following:

- Construct and maintain the unloading and containment area;
- Select loads and direct contractors to the containment area;

Heartland Environmental



- Supervise unloading, spread out waste using basic field equipment, visually inspect waste, and perform field testing of any suspect materials;
- Move inspected waste to the working face if no unacceptable materials are present.

NOTE: It will be the city's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.

A-VII. Safety, Training, and OSHA Requirements/Equipment

Heartland will perform the following:

- Provide personal protective equipment and safety training to meet all local, state, and federal requirements as necessary for this operation. See Appendix G for Heartland's Corporate Safety Policy.

A-VIII. Equipment

- Heartland plans to purchase and utilize the city's equipment at fair market value determined by a qualified third party agreeable to both parties. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B. A full list of the equipment that will be deployed at the South Canyon Landfill by Heartland and its subcontractor is included in Appendix E.

B. COMPOSTING OPERATIONS

Heartland will perform the following:

- Direct and supervise unloading operations for both wood waste and sludge;
- Provide, maintain, and operate the shredder and/or tub grinder to achieve particle size reduction of wood and/or paper waste;
- Mix sludge with shredded wood waste;
- Transport compost material to compost area;
- Form windrows or piles;
- Turn windrows or piles;
- Track and document windrows or piles;
- Provide the equipment to load material into the shredder and/or tub grinder;



- Provide equipment to remove and transport shredded material to the compost area;
- Provide all equipment to mix sludge with shredded material;
- Provide fuel for all equipment involved;
- Provide all necessary labor;
- Reconstruct a new compost pad as necessary;
- Load compost onto purchaser's vehicle.

Note: Heartland is recommending an alternate proposal to composting found in Section II, Optional Scope of Services.

C. AGGREGATE SEPARATION AND TOPSOIL OPERATIONS

To increase the life of the facility, incoming loads containing topsoil, aggregate or concrete will be diverted and processed. The incoming material will be screened, crushed or a combination of both to create topsoil or aggregate. This material will subsequently be available for re-sale or use at the facility. All of Heartland and subcontractor's equipment involved with the loading, crushing and screening of material are equipped with scales. An equipment list for aggregate processing is located in Appendix E.

Heartland will perform the following:

- Provide all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Provide site maintenance for the aggregate recovery operation;
- Direct incoming mixed soil and rock loads to the proper unloading area;
- Provide necessary services for mixing topsoil and compost together for sale to the public;
- Provide loading services for purchasers of rock, topsoil, or other aggregate products;
- Process the existing stockpiles as well as additional materials as shown below:

Standard Processing:

- Topsoil/compost mixture
- 4" to 6" minus material
- Concrete
- Reclamation crushing or screening
- Closure/final cover material



Premium Processing:

- ¾" Road Base
- 1 ½" Road Base
- 3" Road Base
- ¾" Screened Rock
- 1 ½" Screened Rock
- Class 5 Base (depending upon suitability of material)
- Crusher Fines/Pipe Bedding (depending upon suitability of material)
-

Note: Heartland and its subcontractor have a proven record of aggregate marketing in the Roaring Fork Valley as demonstrated by a 300% increase in aggregate sales at the Pitkin County Landfill since 1999.

D. IMPROVEMENTS

We have included our response to this section in Section II, Optional Scope of Services.

E. EMPLOYEE FACILITY

Heartland will perform the following:

- Provide adequate employee facilities for Heartland's personnel, including telephone and electricity;
- Provide all materials and supplies necessary to provide a safe and sanitary environment for our employees;
- Heartland anticipates locating its employee facility in close proximity to the existing maintenance facility and will utilize the existing utilities.



SECTION II: OPTIONAL SCOPE OF SERVICES

In this section we want to communicate our ideas to extend the life of the landfill, improve aesthetics, create immediate airspace, improve operation and safety conditions, and make the South Canyon Landfill a model of environmental excellence. Heartland has proactively had conversations with Mr. Roger Doak, Colorado Department of Public Health and Environment, and he is receptive to discussions toward enhancements of operations, improved aesthetics, and expedited permit modifications at the South Canyon Landfill.

We propose the following:

A. RECLAMATION/AIRSPACE SWAP

Heartland, in conjunction with city staff and their consultant, proposes to create and submit an expedited permit modification to the Colorado Department of Public Health and Environment. The modification will propose reclaiming the existing construction and demolition (C&D) area by screening or crushing the material in place. The proposal will suggest exchanging the reclaimed airspace for a small horizontal expansion on the existing southern slope of the landfill. See map at Exhibit #4. The benefits to this proposal are as follows:

- Create immediate, cost effective airspace;
- Enable cost effective compliance for the final slope contour at the southern slope;
- Drastically improve the landfill entrance aesthetics both at the C&D area and the southern slope area;
- Eliminate the production and treatment of leachate, (the liquid solution that drains from waste matter) from the C&D area;
- Create an aggregate product for internal use or possible resale;
- Improve surface water drainage.

B. BLM LAND SWAP

Heartland will use the services of its consultant, Ms. Dorothea Farris, to facilitate negotiations between BLM and the city to exchange property directly adjacent to the northern boundary of the landfill. If successful, the city could apply to the State for a large redesign and expansion. See map at Exhibit #5. The benefits to this proposal are as follows:

- Insure operational compliance with property boundary;



- Place the surface water run on ditch on property owned by the city;
- Enable a redesign of the site that will significantly reduce post-closure care and maintenance costs;
- Create a significant increase in airspace.

C. SOLAR ENERGY PROJECT

If the BLM negotiations are successful, use Heartland's consultant, Ms. Dorothea Farris, and representatives from solar energy companies, including Hull and Associates, an Ohio based consulting firm specializing in environmental and solar projects, to explore the possibility and feasibility of doing a solar energy project on part of the newly acquired land from the Bureau of Land Management (BLM). A copy of Hull & Associates letter in support of this project as well as their Statement of Qualifications is included in Appendix I. Residents of Glenwood Springs and Garfield County have indicated strong support for renewable energy, including solar power, in their support for the solar rebates program which is being managed by Garfield New Energy Communities Initiative, the county-wide clean energy program launched this year with a separate grant of \$1.6 million from the Colorado Department of Local Affairs. See Exhibit 5 showing the proposed location of the solar project. The benefits to this proposal are as follows:

- Facilitate negotiations with BLM on the property exchange that acknowledge the Federal mandate for BLM to develop or encourage solar or wind projects;
- Provide green power for landfill use or use by any new project on the city's property, such as a geothermal project;
- Provide positive, "Green" public relations;
- Provide local, premium green power in the Roaring Fork Valley for green power users, such as the Aspen Ski Company.

Note: The landfill has an existing electric power transmission line.

D. STRAIGHTENING OF LANDFILL HAUL ROAD AND RELOCATION OF POWER LINE

Heartland proposes to straighten the landfill haul road and relocate the power line at the appropriate future time. The benefits to this proposal are as follows:

- Increase airspace;
- Enable appropriate construction of the landfill;
- Improve aesthetics;
- Improve surface water drainage.



E. LIQUIDS MANAGEMENT

Heartland proposes to add a patented wastewater concentrator process to reduce car wash and waste product liquids to a small fraction of incoming volume. This improvement to operations will provide expanded services for the community and significant benefits for the city, as detailed below.

Heartland will use an existing storage pond at the site to receive car wash and waste water. Low-solids liquid from this pond will overflow to a second pond that will serve to feed the concentrator. Settled sludge from the receiving pond along with effluent from the concentration process will be deposited in the landfill to stimulate gas production for a viable gas collection project that produces energy and qualifies for carbon credits.

The addition of the wastewater concentration process will maintain zero liquids discharge while serving the community by increasing daily capacity for receipts of wastewater to as much as 40,000 gallons per day. In addition to serving local needs and creating new revenue for the city, the environmentally friendly process will use renewable fuel sources by burning wood from C&D and yard waste as the principal energy source. The ash generated from this process can be used for daily cover thus improving the landfill's negative dirt balance. This beneficial use will eliminate composting with attendant capital cost savings related to compliance with new regulations. Exhibit 6 is a simple schematic of the concentration process. Exhibit 4 is a map showing the proposed location for the liquids management and wood grinding and storage process. The benefits to this proposal are as follows:

- Increase liquids disposal capacity, creating more revenue for the city;
- Reduce emissions to the atmosphere, compared to traditional compost operations;
- Reduce odor impact, compared to traditional compost operations;
- Improve aesthetics, compared to traditional compost operations;
- Generate federal waste heat credits authorized in the 2007 Energy Bill;
- Reduce greenhouse gas emissions.

Exhibit 6

Schematic of Concentration Process for Liquids

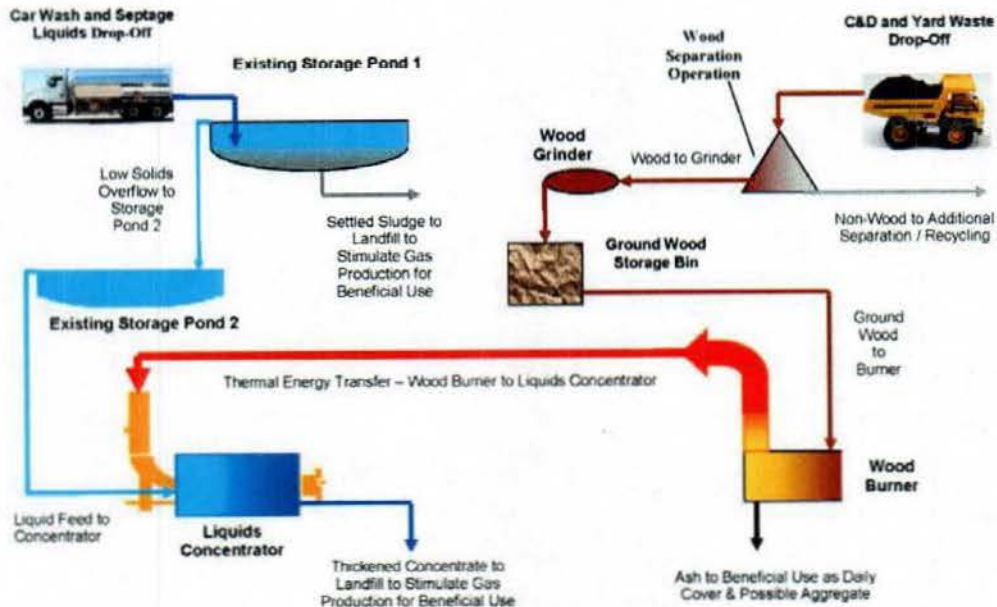


Exhibit 6

SECTION III: THE CITY OF GLENWOOD SPRINGS SERVICES AND RESPONSIBILITIES

Heartland offers the service of loading used tires and scrap metal if the city so desires at no additional cost to the city.

SECTION IV: BONDS

Heartland has received a commitment for performance and payment bond from the surety company. See letter at Appendix B.

SECTION V: CONTRACT TIME

Heartland will be ready to perform the responsibilities of the contract on April 1, 2009. Please refer to our Transition Plan at Appendix J.

SECTION VI: SELECTION PROCESS

Heartland believes itself to be uniquely qualified to meet the criteria given for selection:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology;

Heartland and the affiliated companies under the ownership of Larry Giroux have been in existence since 1999. The key personnel have more than 100 years of combined experience managing landfills throughout North America. The map at Exhibit 7 shows the diverse locations of these markets. In Colorado, our senior management has had direct responsibilities at the Denver Regional Landfill and the Pitkin County Landfill. Our detailed Roaring Fork Valley experience operating the Pitkin County Landfill can be found in Appendix D.



Exhibit 7



Summaries of our key personnel are as follows: Complete resumes are included in Appendix H.

- Larry Giroux, owner. Larry has worked in the solid waste management industry since 1986. He has managed landfills as large as 6,000 tons per day and has directed cell development and landfill closure projects. His success in these endeavors is reflected in the letters of reference shown in Appendix I.
- Rick McEwen, Business Development Manager. Rick's key strengths are operational management, strategic planning and implementation, acquisition integration, multiple facility operations, transportation and supply chain management, and employee development.
- Rick Crider, General Manager. Rick has managed landfills since 1981. He is SWANA certified and has specific experience in the Roaring Fork Valley.
- Jan Meibaum, Controller. Jan has been in the solid waste management industry her entire career with responsibilities for financial accounting of companies with over \$50M in annual sales. She is especially talented in coordinating start-up activities and integrating new businesses.
- Mike Matheney, Owner, Matheney Trucking Co., subcontractor. Mike has lived and worked in the Roaring Fork Valley for 15 years and is a major reason for success of the 300% growth of aggregate sales at the Pitkin County Landfill.
- Dorothea Farris, Consultant. Dorothea is committed to sustainable communities, wise use of our resources, and protection of our natural environment. A County Commissioner in Pitkin County, Colorado from 1996-2008, she now serves as Commissioner for the Colorado Division of Wildlife.

Four of the six key personnel currently reside in the Roaring Fork Valley.



APPENDIX A: PRICING

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$165,417	\$1,985,000	See Notes 1
2010-2011	\$165,417	\$2,085,000	Year 2 adds \$100,000 for entrance road reconstruction
2011-2012	\$165,417	\$1,985,000	
2012-2013	\$165,417	\$1,985,000	
2013-2014	\$165,417	\$1,985,000	

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$.13/gallon		Priced on all non-hazardous water received
2010-2011	\$.133/gallon		No charge for incoming yard waste
2011-2012	\$.135/gallon		See Notes 1,2,3
2012-2013	\$.138/gallon		
2013-2014	\$.141/gallon		

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$5.75/ton		Unit price/ton for premium crushing is \$7.38/ton and escalates at the same rate as standard crushing
2010-2011	\$5.87/ton		See Notes 1,4
2011-2012	\$5.99/ton		
2012-2013	\$6.11/ton		
2013-2014	\$6.23/ton		

Notes

- 1: Fuel surcharge will be implemented when off-road unit fuel prices exceed a negotiated price.
- 2: Under current city pricing for waste water and sludge and utilizing the 2008 incoming gallons, the city will generate surplus funds of approximately \$140,600 annually.
- 3: Cost of non-hazardous water drops to \$.10/gallon on annual volume in excess of 15,500 per day (annual volumes in excess of 5,657,500).
- 4: All aggregate processing equipment is equipped with scales.



VENDOR INFORMATION FORM

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

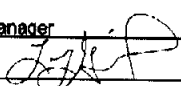
The following information is required when submitting a response to this solicitation. Please complete **ALL** AREAS. Mark N/A for those which are not applicable. Type or print legibly, all responses.

1. a. Legal name of firm: Heartland Environmental Services, LLC
b. DBA or Business Name: same
2. Address of Firm (Where Purchase offers should be sent):
a. Street Address: 32046 Hwy. 82
b. City: Snowmass Village State: Colorado Zip: 81615
3. Pay or Remit Address:
a. Legal name of Firm: Heartland Environmental Services, LLC
b. Street Address: P.O. Box 1276
c. City: Basalt State: CO Zip: 81621-1276
d. Payment terms: 2%10,net 30
4. Firm Telephone Number: (970) 922-0878
Toll Free Number: N/A
Fax Number: (970) 922-0452
Email: lgiroux@Heartland-Companies.com
5. a. Firm's Federal Identification Number: 26-3762867
b. Self Employed vendors Are Required to submit the Federal IRS W-9 Form.

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of Heartland Environmental Services, LLC and that the information contained herein is true and correct to the best of my knowledge and belief.

Name: Larry Giroux

Title: Manager

Signature:  Date 2/18/09

No employee of the city of Glenwood springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City of Glenwood Springs.



APPENDIX B: BOND



February 13, 2009

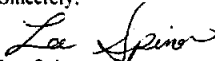
City of Glenwood Springs Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601

Re: Request for Proposal BD 2009-001

To Whom It May Concern

The Assurance Agency, Ltd. Utilizing LEXON INSURANCE COMPANY and the existing framework with Heartland Environmental Services, LLC is ready to accommodate any bonds or Financial Assurance requirements necessary for the execution of a contract for the Operations Management for South Canyon Landfill

Sincerely,


Lee Spino

Assurance Agency, Ltd. - One Century Centre - 1750 East Golf Road - Schaumburg, Illinois 60173
phone 847.797.5700 fax 847.440.9130 www.assuranceagency.com

Confidential



821 17th St.
Denver, CO 80202
cobizbank.com

February 13, 2009

Mr. Robin Millyard,
Public Works Director,
101 W. 8th Street,
Glenwood Springs, CO 81601

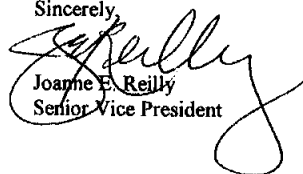
Dear Mr. Millyard:

I am writing this letter on behalf of our valued client, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland Environmental Services, LLC. Colorado Business Bank is very pleased to have this fine company as a client. The Bank has extended several credit facilities to this company over the past two years all of which have been handled as agreed.

I have known and provided banking services to PCWS and its principals, Larry Giroux and Mike Rutsch for two years. I know that they operate the business with a high level of integrity and expertise. I would not hesitate to favorably recommend them.

Colorado Business Bank is very pleased with the current banking relationship and hopes to increase our association in the future. Please feel free to contact me directly at (303) 312-3434 if I can provide any additional information or answer any questions you may have.

Sincerely,



Joanne E. Reilly
Senior Vice President



APPENDIX C: INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE				OP ID C6 GEIWA-1	DATE (MM/DD/YYYY) 02/13/09
PRODUCER Conrad M. Deneault, Jr. The Daniel and Henry Co. 1001 Highlands Plaza Dr West St. Louis MO 63110 Phone: 314-421-1525 Fax: 314-444-1990			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Heartland Environmental Services, LLC Larry Gibson P O Box 220842 Kirkwood MO 63122			INSURERS AFFORDING COVERAGE INSURER A: Safeco Insurance Company INSURER B: Greenwich Insurance Co. INSURER C: INSURER D: INSURER E:		NAIC # 24740
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR Environmental ☒ Professional	GEC001227306	05/01/08	05/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 EEL \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO ☒ LOC ☒	PEC000266908 PEC000266908	05/01/08 05/01/08	05/01/09 05/01/09	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	01CG3459126	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$10,000	UEC000267008	05/01/08	05/01/09	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER For Insured Use			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2001/08)

© ACORD CORPORATION 1

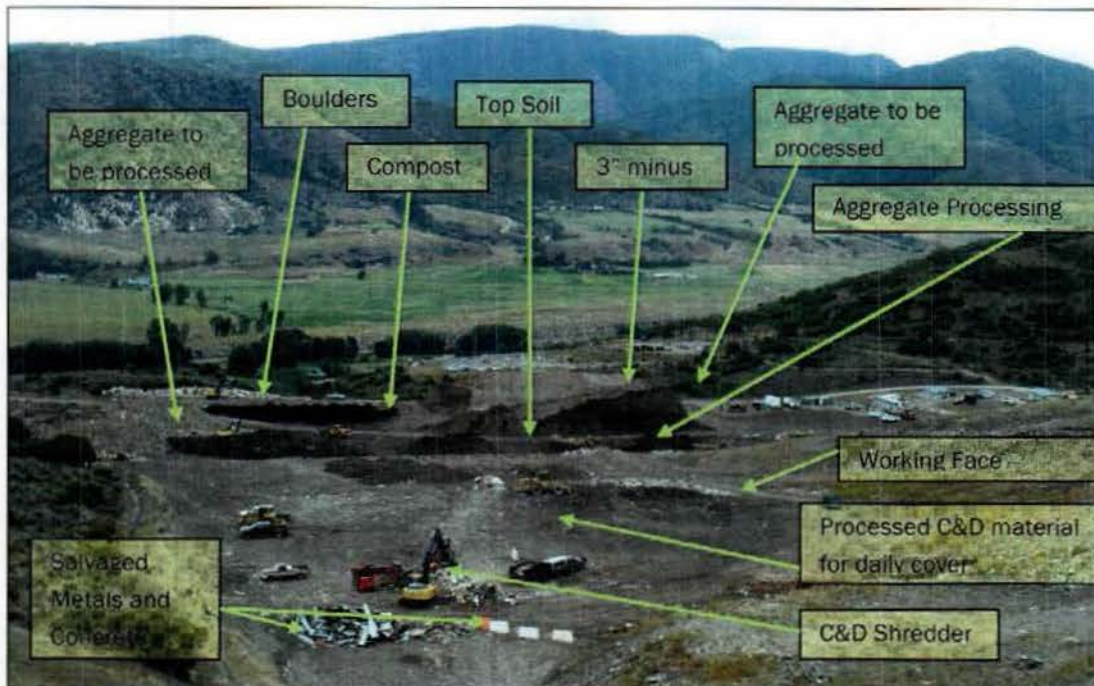
APPENDIX D: LOCAL EXPERIENCE



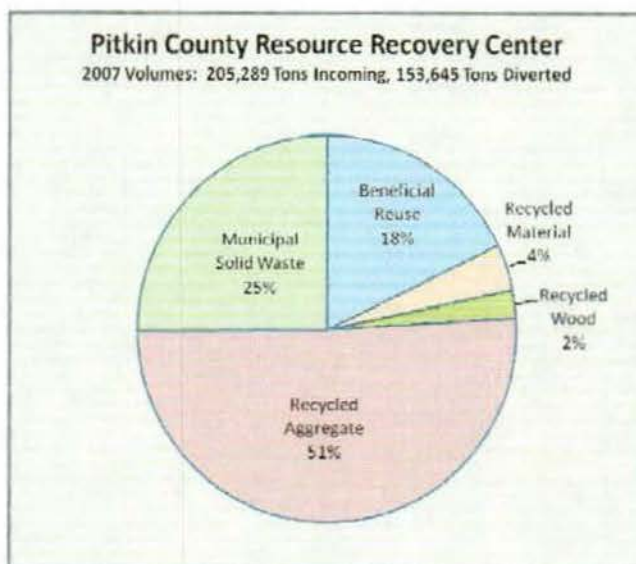
Pitkin County Waste Systems (PCWS), a subsidiary of Heartland, began operating the Pitkin County Landfill in 1999. At that time, Pitkin County was very interested in changing the way their landfill was operated and issued an RFP for 3rd parties to operate the landfill. During the contract period, PCWS has significantly reduced the volume of waste placed in the landfill, increased recycle and beneficial use of the diverted materials, and reduced the cost of operations. PCWS's performance has been viewed very positively by Pitkin County, resulting in contract extension through 2016.



The above photos show operational improvements in the landfill from 1999 to 2003. The photo below illustrates the operation of the landfill and all the recycling activities at the site in 2008. These photos were all taken from the same location.



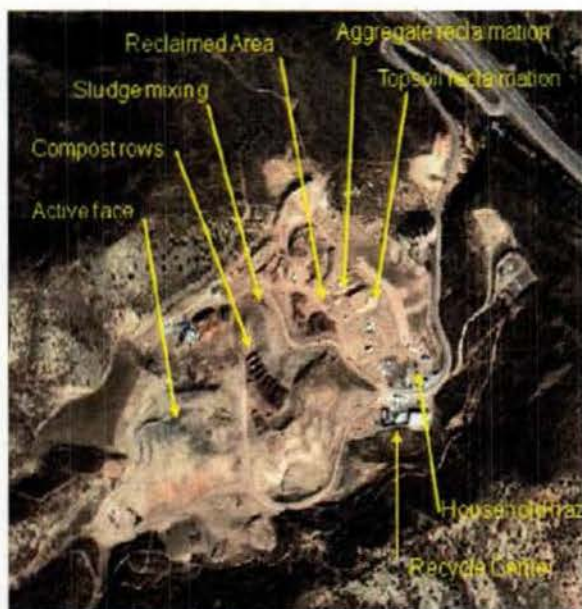
The photo above is from 2008 showing the active area of the landfill. The photo shows the many areas for processing materials that are diverted from the landfill and reused.



The results of these changes have been very significant. The chart on the left shows material that was diverted from the landfill in 2007. Overall, 75% of the incoming material was diverted.

The actual tonnage diverted was:

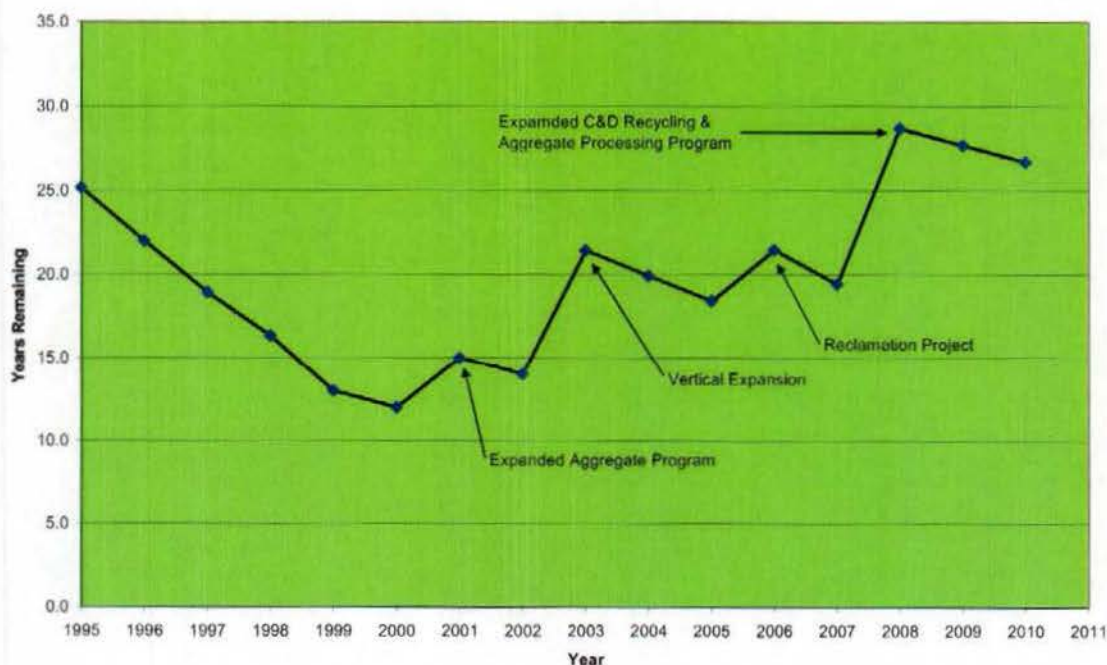
Material	2007 Tons
Beneficial Reuse	36,463
Recycled Material	7,910
Recycled Wood	4,830
Recycled Aggregate	104,442
Municipal Solid Waste	51,444
	205,089



The aerial view on the left shows another view of the processing areas.

One significant benefit to the changes implemented by Pitkin County and PCWS is the extension to the life of the landfill. In 1999, the remaining life of the landfill was 13 years. Today, 10 years later and without any expansion of the footprint of the landfill, the remaining life of the landfill is still greater than 25 years.

Pitkin County Solid Waste Center Remaining Life (years)

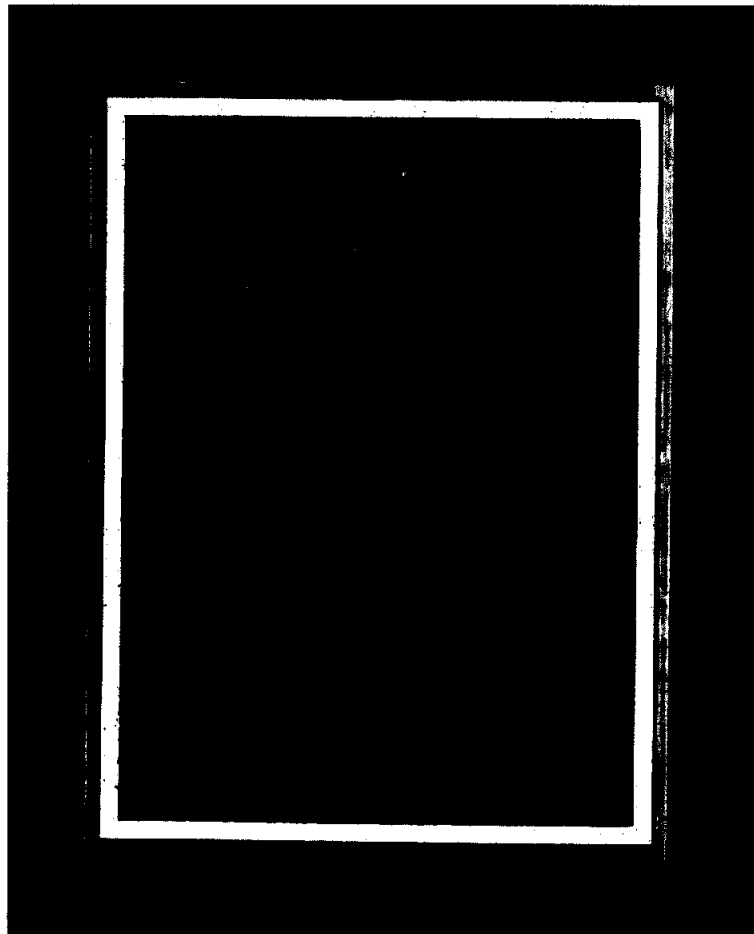


Confidential



The life extension shown on the graph above is for the Pitkin County Landfill. Heartland believes similar benefits can be achieved at South Canyon Landfill.

Many people within and outside of Pitkin County have viewed Pitkin County's solid waste program as a success and, potentially, a model for similar sized facilities. One award that Pitkin County Solid Waste Department, Pitkin County Commissioners, PCWS, and others involved with this program are proud of is the American Public Works Association – Colorado Chapter, 2006 Public Works Project Award shown below.





APPENDIX E: EQUIPMENT AND VEHICLE SCHEDULE

The following schedule outlines the anticipated equipment supplied by Heartland and its subcontractor for use in the landfill operations, the compost and aggregate operations, and the wood grinding operations. All equipment required for this contract is currently owned by Heartland and its subcontractor except the equipment existing at South Canyon Landfill, which we plan to purchase. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B.

LANDFILL OPERATIONS

Cat 816 Compactor
John Deere 950 Dozer
Volvo 120 Loader
Cat D8 Dozer
Cat D250 Dump Trucks (2)
Cat 140 Grader
Volvo 290 Excavator
Hammel 850 Grinder (or equivalent)
Service Trucks

COMPOST/AGGREGATE LOADING & STOCKPILING

Cat 963 Loader

AGGREGATE PROCESSING/WOOD GRINDING

Metso LT 106 Metra Jaw Crusher
Metso LT Metra Track Cone Crusher
Extec S-6 Screening Plant
Extec E-7 Scalping Screen
McCloskey 621 Trommel Screen



Vermeer HG 6000 Horizontal Grinder

John Deere 240D Excavators (2)

John Deere 350 D Excavator

John Deere 644J Loader

John Deere 724J Loader

Volvo 180F Loader

100 Ft of Radial Stacker

Equipment Rate List

The cost/hour column is given for those portions of the proposal which reference work being performed as an addendum to the contract and based upon time and materials.

EQUIPMENT	COST/HOUR
CAT 816 Compactor	\$150.00
CAT D8R Dozer	\$215.00
John Deere 950 Dozer	\$200.00
Articulated Haul Trucks	\$175.00
Volvo 120 F Loader	\$160.00
Volvo 180 F Loader	\$180.00
CAT 963 Loader	\$180.00
John Deere 644 Loader	\$160.00
CAT 140 Grader	\$150.00
John Deere 240D Excavator	\$175.00
John Deere 350D Excavator	\$185.00
Water Truck	\$100.00



APPENDIX F: EQUIPMENT MAINTENANCE



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

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LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Purpose

Our Landfill Equipment Preventative Maintenance Program was established to assure periodic and proper lubrication and is designed to increase productivity and lower maintenance expense.

This program is a guide which outlines preventive maintenance activities to be performed on a regular, scheduled basis and should be considered as providing the minimum basic service levels to be attained.

Benefits

Below are listed a few of the benefits we derive from a scheduled maintenance program:

- Minimizes equipment downtime.
- Maintains equipment at efficient operating levels.
- Adds equipment life and reduce operating costs.
- Detects the abuse of Heartland equipment.
- Optimizes equipment trade-in value.
- Enable us to plan work schedules and repair schedules that will best fit into our planned use.
- Provides operating and repair costs estimates for budget and bidding purposes.
- Estimates spare parts inventory and stock replacement bulk.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Program Content

Well kept maintenance records form the basis for our successful program. The following items are required to be kept on file at our landfill offices:

- **Machine History Folder** -This folder is for permanent records of all maintenance activities performed on each piece of landfill equipment. Caterpillar tractor company supplies us with an excellent machine history folder.
- **Daily Equipment Inspections** -This is a daily report that is completed by each operator. It is filled out in its entirety to ensure protection for the operator and machine. Operators must complete this form and turn in to their supervisor daily.
- **Scheduled Service Forms** -The operator or mechanic performing the actual service completes these forms. The service intervals will be: 50 hour, 250 hour, 1000 hour, and 2000 hour. These intervals may vary depending on operating and weather conditions. The completed forms will be kept in the machine jacket folder.
- **Fuel and Oil Report** -This form records fuel and oil usage and report hours of machine use and end of month hour meter readings
- **Repair Work Orders** -Repair work orders ensure proper cost control of parts and labor and also provides a record of work performed. Copies of the repair orders will be kept in the jacket file.

Maintenance Scheduling

The use of a chalkboard (or similar) to schedule preventive maintenance service is required at all of our operating locations. The boards present a simple, easy to read message of when the last maintenance service was done. Every piece of landfill equipment will be washed on an as needed basis, depending on operating conditions.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

GUIDELINES TO INTERPRETING OIL SAMPLES

ENGINE

Copper 30	Iron 70	Chromium 3	Aluminum 15	Silicone 20	Lead 35
--------------	------------	---------------	----------------	----------------	------------

HYDRAULIC (1000 HR OIL CHANGE)

Copper 15	Iron 20	Chromium 5	Aluminum 15	Silicone 15	Lead -
--------------	------------	---------------	----------------	----------------	-----------

TRANSMISSION (POWER SHIFT – 1000 HOURS)

Copper 125	Iron 150	Chromium 3	Aluminum 10	Silicone 30	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

TRANSMISSION (DIRECT DRIVE – 1000 HOURS)

Copper 25	Iron 150	Chromium 5	Aluminum 10	Silicone 30	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

STEERING CLUTCHES (1000 HOURS)

Copper 200	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

FINAL DRIVES AND DIFFERENTIALS (1000 HOURS)

Copper 25	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

MOTOR GRADER TANDEM DRIVE (1000 HOURS)

Copper 15	Iron 400	Chromium 3	Aluminum 5	Silicone 50	Lead -
--------------	-------------	---------------	---------------	----------------	-----------



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

DAILY PRE-OPERATING CHECKLIST

Operator Name _____

Machine _____

Unit _____

Date _____

Hour Meter _____

- ☐ Coolant Level
- ☐ Crankcase Oil Level
- ☐ Transmission Oil Level
- ☐ Hydraulic Oil Level
- ☐ Fuel
- ☐ 8 hour Lube Points
- ☐ Air Filter

WALK AROUND INSPECTION

- ☐ Leaks
- ☐ Damage
- ☐ Tracks Clean & Adjusted
- ☐ Radiator Clean
- ☐ Drain Water Off Tanks
- ☐ Windows Clean
- ☐ Belly Pans Clean

☐ Additional Comments _____

IF OVERHEATING OR OTHER PROBLEMS OCCUR NOTIFY SUPERVISOR



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 50 or 250 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Walk around inspection			
Fan & Adjusting Pulley Bearings -lubricate 2 fittings			
Fan & Alternator Belts -inspect and adjust			
Engine Oil-check oil level (take oil sample, change oil, filters and Wash breather 250 hr service			
Radiator-check cap seals, coolant level, anti-freeze and rust inhibitor Concentration: add 8 oz of inhibitor if needed-both can be checked with Malcool 2,00-test strips inspect water hoses for leaks and damage			
Fuel System -check condition of filter, drain moisture and sediment from fuel tank, wash cap and filter screen			
Batteries -check electrolyte levels, battery terminals and hold down brackets and clean Air Cleaner -clean and check for holes or rips			
Parking Brake -test to determine if lever engages properly			
Check operation of gauges and warning lights			
Transmission -check oil level (change filter elements and take oil sample 250 hr service)			
Lubricate dozer or bucket linkage, per Lube Guide			
Check torque on wheel mounting nuts			
Cab Air Filters -check and clean (if necessary)			
Hydraulic Control System -check oil level			
Check Cutting Edges			
Check brake fluid reserve and adjust			
Lubricate all door and side panel hinges			
Inspect front and rear differentials and final drives -check lubricant levels			
Lower belly pans and do a visual inspection of all remote grease lines and fittings on differentials-inspect for damage and replace or repair as needed (250 hr service only)			



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders –Compactors)
Preventive Maintenance Checklist 1000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 Hr Service			
Change transmission oil, wash magnetic strainer, clean breather and change filter			
Take Oil Sample from All Compartments			
Check wheels for wire and debris – clean as needed			
Check Wheel Cleats for wear and cracks – repot problems			
Change hydraulic filter elements			

Other Work Performed _____

Comments _____

Serviceman _____
Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 2000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 and 1000 Hr Service			
Hydraulic System -change hydraulic oil, wash hydraulic filter screen and re-install, disassemble filter element and inspect for particles-install new element			
Check air intake system for leaks			
Check end play on turbo-charge shaft			
Cooling system -flush complete system, replace with new anti-freeze solution and rust inhibitor (if needed)			
Check engine valve lash			
Inspect fan spider assembly, both sides -replace the assembly if any broken, loose or missing rivets are detected			
Change front and rear differential and final drive oil			

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

LANDFILL EQUIPMENT MAINTENANCE AUDIT

Audit Period _____ Date _____
Last Audit _____ Location _____

P.M. Schedule

- Are P.M.'s on all units scheduled?
- Are P.M.'s scheduled properly?
- Are P.M.'s completed on schedule?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Vehicle History Files

- Is there a file for each vehicle?
- Are files up to date?

YES	NO
☐	☐
☐	☐

Comments:

Purchase Orders

- Are purchase orders used for parts and/or outside repairs?
- Are purchase orders and work orders used together?

YES	NO
☐	☐
☐	☐

Comments:

Forms

- Are Heartland Maintenance forms being used?
- Are Heartland Repair Orders being used?
- Are forms filled out properly?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Unit Numbers

- Are unit numbers displayed properly?

YES	NO
☐	☐

Comments:

Operator Write Ups

YES	NO
-----	----



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

- Are Defect Reports written daily? ☐ ☐
- Are Defect Reports reviewed by the mechanic? ☐ ☐
- Are defects repaired as required? ☐ ☐
- How are operator write-ups carried over on work not completed? ☐ ☐

Comments:

Tires

- Are legal tires being utilized?
- Are tire pressures checked?

YES NO

☐	☐
☐	☐

Comments:

Shop Conditions

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES NO

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Parts Room

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES NO

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Note General Condition of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Note General Appearance of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles

Response

YES NO

- Were discrepancies from the last audit responded to?

☐ ☐

- Were discrepancies from the last audit corrected?

☐ ☐

Comments:

Preventive Maintenance

YES NO

- Is scheduling board on site for P.M.'s?

☐ ☐

- Are P.M. services current?

☐ ☐

Comments:

Vehicle Reports

YES NO

- Operators Daily Equipment Inspection

☐ ☐

- Repair Order Forms

☐ ☐

- Historical Data File for each unit

☐ ☐

Comments:

Maintenance Expense Records

YES NO

☐ ☐

Repair Work Orders

YES NO

☐ ☐

Fuel Storage Log

YES NO

☐ ☐

Equipment Wash Schedule

YES NO

☐ ☐



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

	YES	NO
Oil Analysis	☐	☐

Parts and Tire Inventory

Inspect a Recently "P.M.ed" Unit

- | | YES | NO |
|-------------------------------|--------------------------|--------------------------|
| ■ All filters? | ☐ | ☐ |
| ■ Grease fittings? | ☐ | ☐ |
| ■ All fluid levels | ☐ | ☐ |
| ■ Was P.M. report filled out? | ☐ | ☐ |

Comments:

Wash Program

- | | YES | NO |
|-------------------------------|--------------------------|--------------------------|
| ■ Exterior | ☐ | ☐ |
| ■ Interior | ☐ | ☐ |
| ■ Crankcase guard / belly pan | ☐ | ☐ |
| ■ Engine and Transmission | ☐ | ☐ |

Comments:

House Keeping and Safety

- | | YES | NO |
|---|--------------------------|--------------------------|
| ■ Maintenance bays | ☐ | ☐ |
| ■ Tool room | ☐ | ☐ |
| ■ Parts room | ☐ | ☐ |
| ■ Equipment Parking | ☐ | ☐ |
| ■ Fire extinguishers (shop and equipment) | ☐ | ☐ |
| ■ Vehicle safety equipment | ☐ | ☐ |
| ■ Engine alarm | ☐ | ☐ |

Comments:

Equipment

- Number of pieces of equipment
- Spares
- Surplus (specify each)

Comments:



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Equipment Manuals

YES NO

- Does each piece of equipment have a repair manual? ☐ ☐
- Does each piece of equipment have a parts manual? ☐ ☐
- Does each piece of equipment have an operators manual? ☐ ☐
- ☐

Comments:

Current Inventory

YES NO

- Is inventory list up to date? ☐ ☐

Comments:

General Comments:

General Manager _____ Date _____

Director of Operations _____ Date _____



APPENDIX G: HEALTH & SAFETY PLAN

Policy

It is the policy of Heartland to comply with all federal, state and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state or local law.

Procedures and Controls

- I. Heartland is dedicated to the development and maintenance of an effective loss prevention and loss control program. The managers are expected to implement and manage a program that will meet the following objectives: Each facility will have a site specific Health and Safety Plan to help facilitate the following:
 - A. The prevention of accidents and exposures resulting in injury, illness and property damage to our employees, customers and general public.
 - B. Policies and controls that conform to applicable federal, state, provincial and municipal laws, and company rules and regulations.
 - C. The selection and training of all employees to ensure that all services and duties are carried out in a professional manner.
 - D. The provision of a safe and healthful work environment.
 - E. The provision of appropriate, safe, well maintained equipment for employees and customers.

Program success can only be achieved through coordination of efforts by all levels of management. COMMITMENT and ACTIVE PARTICIPATION are essential to the achievement of these objectives. The following guidelines are presented as guidelines to preparation of site specific plans.

II. EMPLOYEE ORIENTATION AND TRAINING

Prior to assignment, the manager will have every employee orientated to Heartland procedures and trained in the specific job requirements. This includes all contract and part time labor.

III. SAFETY PROMOTION

- A. Meetings – Safety meeting will be held weekly. The general manager will meet at least monthly with corporate staff. Operation and maintenance supervisors will meet with



their respective employees at least monthly to review all past accidents, and observed hazards.

- B. Bulletin Board Posting -Safety poster and articles which illustrate safety and health practices will be displayed where shop and field personnel may see and read them.

IV. MEDICAL PROGRAM

A. First Aid Requirements

- i) Training -Every supervisor will be trained and certified in basic first aid and CPR.
- ii) First Aid Kits -An approved first aid kit will be maintained in every shop and office area, each supervisor's vehicle, and each service vehicle.

V. OCCUPATIONAL HEALTH

All employees must be included in a Chemical Hazard Communication Program (Employee Right to Know) as required by applicable law and rules. This program will be included in the site specific Health and Safety Plan

VI. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment will include the following minimum standards:

- A. Foot Protection -Safety boots with steel-capped toes and puncture resistant soles will be worn by every employee engaged in operations or maintenance. (No gym or tennis shoes, sandals, lightweight or high-heeled dress shoes, no cut-out toes or heels.) Boots will be of the laced type, at least six (6) inches high and firmly laced at all times to provide needed ankle support.
- B. Hand Protection -Gloves appropriate to the task being performed will be worn.
- C. Head Protection -Every employee will be issued and required to wear a hard hat on the site whenever operating heavy equipment. Employees engaged in operations which subject them to the hazards of falling, swinging, or flying objects will wear hard hats at all times.
- D. Face and Eye Protection -Face and/or eye protection will be provided in the shop and will be worn whenever welding, grinding, sanding, chipping or other operation producing fine particles is performed. Eye protection will also be issued and used during operation when dust, splash, or other hazards to the face and eyes are apparent or may be anticipated.
- E. Respiratory Protection -Adequate respiratory protection will be issued to and used by operating employees whenever subject to dust, fumes, smoke, or special waste contaminants such as asbestos. Sand blasting requires the use of a breathing air supplied hood.
- F. Hearing Protection -Any employee, subject to noise levels beyond those permitted under OSHA will be issued and will use adequate protection.



VII. FACILITY SAFETY

A. Inspections

- i) Facility inspections will be conducted monthly by lead operators. General Managers will conduct quarterly inspections
- ii) Fire Inspection/Gas Utility Inspection/Electrical Inspection -The local fire department must be requested to perform documented inspections of each facility annually. The local gas utility company or a contractor competent in gas utility inspection will inspect each facility's gas fired equipment annually.
- iii) Off site company property/buildings will be inspected annually

B. Fire Protection

- i) Fire Extinguishers -Appropriate fire extinguishers will be provided in every building (in accordance with OSHA requirements). Every collection, transfer, service and supervisor assigned vehicle will be equipped with a multi-purpose dry chemical or equivalent extinguisher UL rated 1A20BC (minimum) and serviced in accordance with NFPA 10.
- ii) Fire Warning System -An automatic fire detection system monitored by a central station or fire department will be installed in every building with values exceeding \$250,000 or where vital records are stored. A service contract will be maintained and inspections made semi-annually by the local company used.
- iii) A written emergency card must be prepared for each facility and visible posted within all structures.

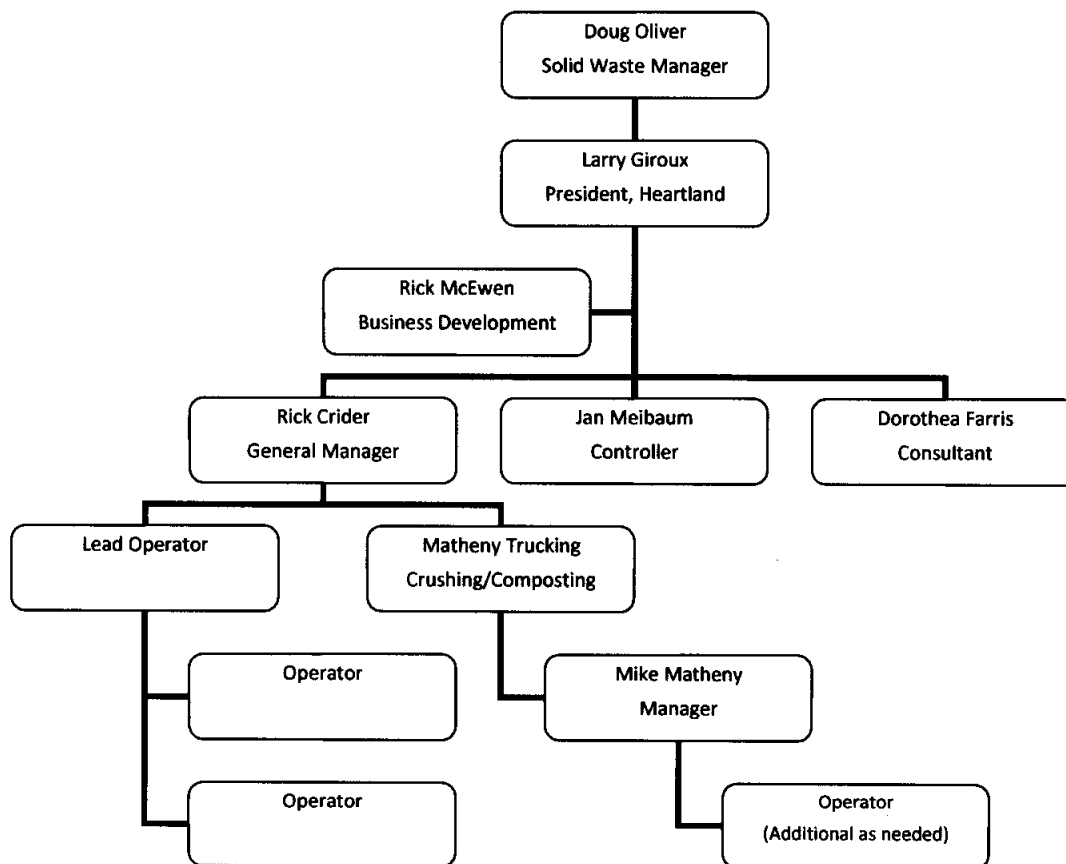


APPENDIX H: STAFFING PLAN

The organization structure for operation of the South Canyon Landfill is as follows:

POSITION	NUMBER
General Manager	1
Landfill Lead Operator/Mechanic	1
Landfill Operator	2
C&D Recycling/Processing Operator	1

The City will have direct access and communication with the General Manager and can contact corporate staff at anytime. Corporate staff will maintain communication with the city on a regular basis.



Larry Giroux

Owner and Manager

Areas of Expertise

- Environmental Regulations
- Regulatory Negotiations
- Solid Waste Management
 - ◊ Landfill Operations
 - ◊ Collection and Transfer Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois
Certified Solid Waste Technician and Instructor, Missouri
Certified: Landfill Operations, SWANA

Continued Professional Development

Professional Selling Skills 1996
Development Dimensions International (DDI) Interaction Management 1995
Fleishman Hillard: Media Training 1993-1995
Meeting Facilitator Training 1994
SWANA Landfill Gas Symposium, New Orleans 1993
Hazardous Waste Identification Training 1993
24-Hour Emergency Response Training 1993
Safe Chemical handling Training 1993

Presentations and Public Speaking

1994	City of Bridgeton, Missouri City Council Superfund Status"	Bridgeton, Missouri
1994	St. Louis County Board of Directors Superfund Status"	St. Louis, Missouri
1992-1993	Kansas City Board of Zoning Adjustment Greenfield Project Hearings"	Kansas City, Missouri
1990	Missouri Solid Waste Control Coalition Landfill Operations"	Columbia, Missouri
1998-1991	Kansas City Board of Zoning Adjustment Landfill Extension Hearings"	

Experience

Heartland Environmental Services, LLC 2004-present
Snowmass Village, Colorado

PRESIDENT AND CO-FOUNDER

Landfill Operations, landfill gas to energy, industrial waste water
Evaporation, Biodiesel generation projections, International
carbon credit projects

Larry Giroux

Owner and Manager

HEARTLAND, LLC
St. Louis, Missouri

1999-present

DIRECTOR OF OPERATIONS, Nationwide

Manage the operations of solid waste subsidiaries which include landfill operations, closed landfill operations, transfer station operations, and solid waste collection and transportation.

ALLIED WASTE INDUSTRIES
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

1986-1999

DISTRICT MANAGER, Kansas City, MO

Manage the sales, marketing and operations of 6 collection companies, 3 transfer stations, 2 material recovery facilities, 4 landfills, 2 closed landfills and 1 superfund site in Western Missouri and Nebraska (3,000 tons per day/\$0 million annual revenue) for the 2nd largest solid waste company in North America. Execute acquisitions, landfill expansions, and zoning extensions. Supervise a staff of 200.

SENIOR DIVISION GENERAL MANAGER, St. Louis, Missouri (1993-1997)

Managed 5 active landfills and 2 closed landfills in Missouri and Illinois (6,000 tons per day) to include cell development, landfill closure projects, and capital management. Supervised over 70 employees.

- Member of a team selected to participate in bidding, and if successful, construct and operate a 6,000 ton per day landfill (ocean reclamation) in Hong Kong. Member of the Board of Directors of the joint venture company formed for the Hong Kong project.
- Permitted a 95-acre horizontal expansion, Southern Illinois, 1994; 40 acre horizontal expansion, Jefferson City, Missouri, 1996; and 2 vertical expansions, St. Louis and Kansas City, Missouri, 1994-1996.
- Selected as Interim Regional Landfill Manager for six months (10 landfills/10,000 tons per day)
- Successfully negotiated a high BTU landfill gas project (\$0 million) with Laclede Gas Company.
- Managed local public relations and politics for a major superfund site, 1993-1997.
- Member of the strategic planning team for the St. Louis market (10 year development plan)
- Met or exceeded financial/budget objectives every year.

DIVISION MANAGER, Kansas City, Missouri (1988-1993)

Managed a landfill (2,000 tons per day) to include profit/loss responsibility, safety, environmental compliance, landfill gas collection system, public relations and political aspects.

- Met financial/budget objectives every year.

Larry Giroux

Owner and Manager

OPERATIONS MANAGER, Kansas City, Missouri (1986-1988)

Affiliations

Missouri Waste Control Coalition
Missouri Solid Waste Advisory Board
National Solid Waste Management Association (NSWMA)
Solid Waste Association of North America (SWANA)
Kansas City Industrial Council (KCIC) Board Member

Other Significant Endeavors

Professional Hockey Player: St. Louis Blues, Detroit Red Wings, Kansas City Scouts, Hartford Whalers.

Rick McEwen

Business Development Manager

EXECUTIVE SUMMARY

Senior Manager with 35 years of experience in the Environmental Industry with focus on North American, Solid, Hazardous and Liquid Waste Management. Key areas of demonstrated Leadership Strength are operational management, strategic planning and implementation, acquisition integration; multiple facility operations, transportation and supply chain management. Responsible for Operations directly impacting: compliance, growth, revenue and results.

CAREER EXPERIENCE

The Heartland Companies ***2004-present*** ***Business Development Manager***

Responsible for acquisitions, development, operations and marketing. Heartland Companies own proprietary liquid waste processing equipment that utilizes landfill gas and waste heat as energy sources to treat various aqueous waste and residual products. Development and leadership of a strategic initiative to target Carbon Footprint Reduction for Industrial Waste water customers by innovatively developing a Green House Gas Credit strategy with a key partner.

- Organizational plan, recruiting, staffing and corporate governance
- Operational and business management plans and systems.
- Strategic plan for growth and marketing of services, Customer relationships and Stakeholder management
- Business plan, budget preparation and accountability for results
- Developed a business plan and model to purchase, with innovative financing, closed solid waste landfills and/or Landfill Gas (LFG) rights for renewable energy based economic and environmental enterprise

Strategic Environmental Partners ***2002-2004*** ***Senior Vice-President***

Environmental Business Management Services including:

- Due Diligence, Operational Plans and Consent Order Negotiations for a Private Solid Waste Company regarding Landfill facilities
- Expert witness testimony for Bayonne New Jersey in Solid Waste Matter
- Project Development for a Bio-Reactor Food Waste Project in New York City
- Developed a Strategic Business Plan for Implementing a Vacuum Truck Based non-hazardous waste Environmental Services business for a publicly traded company.

Waste Management Inc., Eastern Area ***2000 to 2002*** ***Vice President of Landfills***

Operations Management for Landfills and Transfer Stations including Engineering and Environmental Compliance staff of 50, with a capital budget of \$250 million, for Landfill expansions, operations and compliance. The Eastern Area facilities managed 32 million tons of solid waste for landfill disposal and 18 million tons at transfer stations.

- Developed and Implemented Strategic Plans to maximize Disposal assets using Supply Chain Management to develop least costly options for transportation and disposal, including long term asset replacement strategy, delivered \$12 million in improved earnings.
- Developed Operations and Productivity Standards (Key Performance Indicators) for a Net work of Landfills (80) and Transfer Stations (100) measuring and reducing operating costs 5% on revenues of \$1.5 billion.

Rick McEwen

Business Development Manager

- Engineering and Environmental Compliance Reviews of all Lines of Business that reduced Notices of Violation by 10%

Safety-Kleen Corp. (formerly Laidlaw Environmental Services) ***1997 to 2000***

Vice President, Planning and Operations

Managed Corporate Operations Group of 800 employees with responsibility for waste disposal analysis and routing, transportation and supply chain management (rail, barge, truck), fleet management, purchasing, distribution, product development/support and manufacturing.

- Senior Management team member that Integrated Operations of Rollins Environmental (1997, \$300mm revenue) and Safety Kleen (1998, \$900mm revenue).
- Multiple Facility Management including Dioxin and Hazardous Waste Incineration, Hazardous Waste Landfill Disposal, Waste Water Treatment, Service Centers, In-Plant-Services, Harbor Dredging and Brownfield Development using stabilized dredge material
- Consolidated and Standardized 90 laboratories at a cost reduction of \$10 million annually
- Selected and implemented a Supply Chain Management System for selection of facilities and routing of Materials for Disposal and Products for Distribution reducing transportation costs by \$4 million annually

Laidlaw Waste Systems ***1989 to 1997***

Senior Vice President

Complete Integrated Waste Services management for Laidlaw Waste Systems operations, responsible for all Landfill operations in North America, including Siting, Permitting, Engineering, Operations and Compliance. Senior Manager for residential, commercial and industrial collection and landfill disposal, recycling, municipal incineration and medical waste collection and disposal for Canadian Operations (1996-1997)

- Improved Cash Flow and Earnings every year through Capital and Cash Flow Management Process coupled with Strategic Planning and an Operational Excellence Program
- Engineering and Environmental Compliance Management program for North American Landfill facilities that increased facility capacity and earnings every year through permitting and expansions
- Key Member of Management Team that implemented Vision, Mission and Values and a Customer Service Delivery System, resulting in customer retention and Organic Growth.
- Key Member of Management transitioning the sale of Laidlaw Waste Systems to Allied Waste (\$1.8 billion), Government appointed Independent Manager to the Canadian Combines Unit in Allied's sale of Canadian Business to USA Waste (\$650 million).

Browning Ferris Industries and CECOS International (1984-1985) ***1983 to 1989***

Vice President

- Multiple Facility management, and Operations of Solid and Hazardous Waste Landfills
- Acquisition growth and Integration of Services
- Engineering oversight and Environmental Compliance including Facility Permitting and Expansions

CH2M Hill Consulting Engineers ***1973 to 1983***

Project Manager

Various project and construction management assignments including:

Rick McEwen

Business Development Manager

- Florida Coastal Construction Protection Zone
- Grand Strand Water and Sewer Authority Collection System
- Refuse Derived Fuel Waste Handling Facility, Monroe County, NY
- Love Canal Mapping and Remediation, Phase I

ADDITIONAL EXPERIENCE

1979 to 1983	Adjunct Faculty Rochester Institute of Technology
2003 to Present	Society of Leading Professionals a McGraw Hill Company

EDUCATION

AAS	SUNY Land Surveying Technology
BPS	SUNY Bachelors of Construction Management

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor (Inactive) – Florida, Georgia and New York

BOARD OF DIRECTORS

2005 - 2008	Liquid Solutions, LLC
1999 - 2000	East Richland County Public Service Commission
1992 - 1998	NASDAQ Traded Viro Group
1979 - 1983	Genesee Valley Land Surveyors Association, Board of Directors and Secretary

Rick Crider

General Manager

Areas of Expertise

- Landfill Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois
Certified Solid Waste Technician, Missouri
Certified Solid Waste Technician, Colorado

Education and Military Experience

South Range High School, North Lima, Ohio, 1971-1975
Mahoning County Joint Vocational School, North Lima, Ohio
Computer Training 1974-1975
United States Navy, Holy Loch, Scotland, 1976-1979
National Spill Control School, Corpus Christi State University, 1981
Numerous Solid Waste Seminars and Training Courses

Experience

HEARTLAND ENVIRONMENTAL SERVICES, LLC 1999-present
Snowmass Village, Colorado

LANDFILL MANAGER, Pitkin County Waste Systems, L.L.C, Aspen, CO
Manager of entire solid waste operations including daily operations of sanitary landfill, landfill closure operations, topsoil and aggregate recovery, and sewage sludge and wood waste composting.

ALLIED WASTE INDUSTRIES 1986-1999
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

LANDFILL OPERATIONS MANAGER, Jefferson City, MO 1990-1999
All landfill supervision of daily landfill operations. Final cover certification, construction of new cell liner and installation of leachate collection system, installation and operation of gas management system. Assist Division Manager in budget preparation, maintenance costs, and labor costs.

LANDFILL OPERATIONS MANAGER, Belleville, IL 1989-1990
Budget preparations, daily cost controls, employee supervision, on daily activities. Managed the excavation and installation of leachate collection system including excavation of old refuse and the removal and replacement of 1500' of levee and liner construction.

ENVIRONMENTAL WASTE CONTROL, INC. 1988-1989
Delong, Indiana

GENERAL MANAGER, Hazardous Waste Landfill
Supervised subcontractor and development of new cell and installation of 80 mil liner with a leak detection system. Supervised daily operations of waste handling, maintaining safety with protective equipment. All building and excavation were performed to site design plans.

Rick Crider

General Manager

LAIDLAW WASTE SYSTEMS
Burlington, Ontario, Canada

1984-1988

DIVISION MANAGER, Kansas City, Missouri

Manager multi-million dollar operation; supervise staff of 20.; prepare cost control budget with weekly cost projections; plan daily operations six months in advance; coordinate and preside over monthly safety meetings and employee round table meetings; negotiate for city and municipal contracts; comply with all state and regulatory agencies.

R.E. WOLFE ENTERPRISES OF CALIFORNIA
Fontana, California

1984

LANDFILL MANAGER

Supervised two landfills in the valley on all landfill related items: pushing trash, excavations, public relations, equipment operation and all cost controls as well as minor repair to on-site equipment.

ENVIRONMENTAL SPECIALS, INC.
Kansas City, Missouri

1983-1984

PROJECT SUPERVISOR

Supervised handling and clean-up of various hazardous materials. Managed and controlled personnel, equipment, paper work, equipment servicing, setting up accounts and lodging, Stabilization of dioxin and complete decontamination of houses in St. Louis area.

TRI-CITY CONSTRUCTION COMPANY
Kansas City, Missouri

1981-1983

LANDFILL SUPERVISOR, Kansas City and Wichita

Supervised the building of the trash slope as per plans and drawings and applied intermediate and final cover on finished trash. Performed all repairs on landfill equipment on-site with landfill mechanic; responsible for road repairs, drainage systems, all paperwork; setting up new accounts; public relations.

Janet Meibaum

Controller

Areas of Expertise

- Solid Waste Industry Financial Accounting

Education

Bachelor of Science, Accounting, Louisiana State University, 1982

Experience

Heartland Environmental Services, LLC 1999-present
Snowmass, Colorado

CONTROLLER

Responsible for the overall financial concerns of the company, including financial reporting, accounting controls, business plans, forecasting profitability, and analyzing opportunities. Heartland Environmental Services acquired GEI Waste Systems in 2008.

ALLIED SERVICES, L.L.C. 1986-1999
LAIDLAW WASTE SYSTEMS, INC.
Scottsdale, Arizona

DIVISION CONTROLLER, St. Louis, Missouri

Responsible for all general accounting functions for three integrated companies with total annual sales of \$47 million. Prepare annual budgets for multiple line of business companies, including balance sheet and cash budgeting. Prepare quarterly forecasts. Assist management with general planning and administration, including pricing strategy for commercial hauling and municipal bids. During 1994 developed market strategic plan for the three St. Louis area landfills, utilizing life of landfill site proformas which Ms. Meibaum helped design, while analyzing costs and profitability under various development and market condition scenarios. Developed unique landfill accruals and depletion including depletion of future site development capital. Allied Waste Industries acquired Laidlaw Waste Systems in 1997.

GSX CORPORATION 1983-1986
SCA SERVICES, INC.
St. Louis, Missouri

AREA FINANCIAL MANAGER

Provide planning and analysis in preparation of annual budget, quarterly forecasts and monthly variance report. Provide management and training for clerical staff. Guided staff through two major billing system conversions. Under Ms. Meibaum's direction aged accounts receivable was reduced from 70 days to 35 days on an average receivable of \$1 million. Designed an automated purchase order system to capture costs and accruals, complete with management reports used for profit forecasting. GSX acquired SCA Services in 1984.

Janet Meibaum
Controller

CUSTOMER SERVICE ELECTRICAL SUPPLY CORP.
Baton Rouge, Louisiana

1980-1983

ACCOUNTING CLERK

While attending college Ms. Meibaum worked for this small but rapidly growing wholesale electrical supply company. She helped design internal controls and helped the company convert to an automated billing and general ledger system.

Matheney Trucking, Inc.

Subcontractor

Matheney Trucking, Inc. was established in May, 1998 as a local dump truck company serving various earthmovers in the Roaring Fork Valley. Matheney Trucking, Inc. has evolved into a multi-faceted Colorado corporation specializing in custom crushing and screening, wood grinding and screening, C&D handling, and volume reduction. Our state-of-the-art equipment lineup includes the latest technologies from around the world. Our client list includes all the major earthmoving companies in the Roaring Fork Valley as well as national companies such as Peter Kiewitt and Ames Construction.

Our current list of equipment includes the following:

2008 Metso LT 106 Metro Track Jaw Crusher
2008 Metso LT 200 hp Metro Track Cone Crusher
2007 Extec S-6 Screening Plant
2005 Extec E-7 Scalping Screen
2006 McCloskey Brothers 621 Trommel Screen
2007 Vermeer HG 6000 Horizontal Grinder
2006 Hammel 750 KD Shredder
Two 2006 Deere 240D Excavators
2006 Deere 350D Excavator
2006 Deere 644J Wheel Loader
2007 Deere 724J Wheel Loader
2008 Volvo 180F Wheel Loader
2008 100 ft Radial Stacker
Three 2008 60 ft Jump Conveyors
Three Field Service Pickups

Dorothea Farris

Consultant

Dorothea Farris has spent her entire adult life working on committees and boards on issues related to education and the arts, the environment and open space, the role of public lands, transit and trails, wildlife and habitat, and appropriate local, state, and federal legislation. A County Commissioner in Pitkin County, Colorado for the past 12 years, an elected position, she now serves as Commissioner for the Colorado Division of Wildlife, appointed by Governor Ritter, and works as consultant for Heartland Environmental Services.

Following is a listing of my work experience, the boards on which I have served, and my educational background.

Work Experience:

2009 –present	Consultant	Heartland Environmental Services, LLC	
	Carbondale, CO		
1997-2009	County Commissioner	Pitkin County	Aspen,
CO			
1992-1996	Office Assistant	Valley Journal	
	Carbondale, CO		
1989-1996	Administrative Assistant	Cleveholm Manor, Redstone Castle	Redstone,
CO			
1993-1994	Instructor: English	Colorado Mountain College	
	Carbondale, CO		
Fall 1988	Instructor: Handwriting Analysis	Colorado Mountain College	Aspen,
CO			
1988-1989	Admissions Counselor	Aspen Valley Hospital	Aspen,
CO			
1985-1988	Education Coordinator	Aspen Center for Environmental Studies	
	Director: School for Field Studies		Aspen,
	CO		
	Conference Director: Institute for the Enrichment of Rural Teaching		
1975-1988	Teacher: K-12 substitute	Aspen School District	Aspen,
CO			
1974-1981	Weather Observer	National Weather Service	Denver,
CO			
1957-1964	Teacher	Lake Washington Senior High School	Kirkland,
WA			
		Carbondale School District	
	Carbondale, CO		
		Basalt Elementary School	Basalt,
	CO		

Boards and Offices:

2008-2012	Colorado Division of Wildlife, Commissioner
2008	Colorado Counties, Inc., President
2007-present	Board of Directors, Rocky Mountain Rail Authority
2007-2008	Board of Directors, Colorado Representative, National Association of Counties
2009-	Conservation Leaders Network, Board of Directors
2006-2008	Conservation Leaders Network, advisory board member
2006-2008	New Century Transportation Foundation, board member
2006-2008	Gateway Communities Subcommittee, NACo Public Lands Committee, Chairperson 2007
2006-2008	Member: Board of Directors, Colorado Counties, Inc.
2004-present	Colorado Division of Wildlife, Public Education Advisory Council
2001-2008	RFTA - Roaring Fork Transit Authority, member / Chairperson 2004, 2006-2008
2001-2008	Colorado Counties, Inc. - Pitkin County representative
2001-2008	Public Lands Steering Committee, National Association of Counties, CCI representative
2001-2008	Western Interstate Region - Public Lands Committee
1998-1999	Colorado Division of Wildlife, Commissioner
1997-2001	Ruedi Water and Power Authority, member
1997-2001	Roaring Fork Railroad Holding Authority: Board member/Chair
1997-2008	Pitkin County Commissioner, Pitkin County, Colorado

Dorothea Farris

Consultant

1993-present	West Elk Loop Scenic and Historic Byway Committee
1994	Redstone Community Association, President
1969-1988	Board of Education, Aspen School District, Aspen, Colorado
1969-1988	Mountain Board of Cooperative Services, Leadville, Colorado
1969-1988	Colorado Association of School Boards: Board of Directors, Denver, Colorado
1987-1988	Snowmass-Aspen Repertory Theater: Board of Directors, Aspen, Colorado
1983-1988	Aspen-Snowmass Council for the Arts: Board of Directors, Aspen, Colorado
1970-1987	Ballet Aspen: Board of Directors, Aspen, Colorado
1982-1985	Wheeler Opera House Commission, Aspen, Colorado
1978-1984	Colorado Commission on Teacher Education and Certification, CDE, Denver, Colorado
1986-1987	Governor's 2+2 Task Force: Elementary/Secondary Education in Colorado
1984-1986	Governor's 2+2 Task Force: Teacher Quality Study, State of Colorado
1981-1985	Aspen Center for Environmental Studies, Board of Directors, Hallam Lake Sanctuary, Aspen, CO
1979-1981	Colorado School Districts Self Insurance Pool Board, Denver, Colorado
1970-1972	Community School Foundation: Aspen Community School, Aspen, Colorado. Founding member.

Education:

1999	Leadership Aspen Seminar Training / Graduate
1992	Regis University in the Mountains: Masters Degree Courses: Business
1990-1991	Colorado Mountain College: Masters Degree Courses: Education
1988	Associated Travel School, Inc. Miami, Florida
1985	American Handwriting Analysis foundation: Master Grapho Analysis Certification
1974	Weather Observer Certification: National Oceanic and Atmospheric Administration
1957-1959	Graduate level course work at a variety of colleges and universities
1957	BA Degree: University of Colorado, Boulder, Colorado Distributive Studies: English, Geography, Geology, and Education.

Writing:

I have written numerous professional and historical articles, as well as some fiction. I assisted in the writing and production of Elk Mountains Odyssey, West Elk Loop Scenic/Historic Byway Guide. I am among those featured in the book A Life Well Rooted by Meredith W. Ogilby.

Travel:

I have traveled extensively in the United States, including Hawaii and Alaska, in Canada, and in western Europe and Africa.

Personal Information:

Date of Birth: July 21, 1935
Married: Doug Farris
Children: Donald, Brian, Anne
Grandchildren: Tucker, Wyatt, Grace, Caroline



APPENDIX I: REFERENCES

January 10, 2009

Mr. Larry Giroux
Heartland Technology Partners, LLC
9870 Big Bend Blvd.
St. Louis, MO 63122

To whom it may concern:

The County Commissioners of Pitkin County, Colorado are responsible for the county landfill operations. In 1999, the commissioners contracted with Mr. Larry Giroux and his company, Pitkin County Waste Systems (PCWS), for management and operation of the organics composting and aggregate recovery programs, daily landfill operations, and landfill closure preparation.

On the ground observations, annual review of photographic evidence, and comments from users support my position that Mr. Giroux's direction of PCWS' operations has resulted in an improved site with a lengthened life span. Adding life to the landfill is a very important aspect in our considerations, as added time saves money and avoids the consequence of finding another site or alternative to the landfill. Inadequate environmental conditions and poor operational procedures have been addressed, and noticeable improvements have been made. These improvements reflect the skill and experience of Mr. Giroux and his staff.

Communication among members of the PCWS managers, the landfill staff, the solid waste manager, and the commissioners has resulted in open and transparent discussion, high expectations, honest planning, and a high level of service to the community.

The Pitkin County community expects and demands a high standard of excellence in its services. Because the Pitkin County Commissioners share a sense of confidence in Mr. Giroux and his company, Pitkin County Waste Systems, they extended his contract to 2016, when they will consider two additional five year options.

Waste management operations in today's challenging world require awareness and review of options and opportunities. Mr. Giroux and his company provide the information and vision for the future that is needed by our community leaders.

Landfill management and operations require a high level of experience, skill, knowledge and training. Working with communities, especially ones with very high expectations, requires openness and the ability to communicate clearly some very complex concerns and considerations. Mr. Giroux and PCWS have provided the excellent service and high quality landfill operation processes and procedures demanded by a premier community.

Regards,

Dorothea Farris
Dorothea Farris
Commissioner, Pitkin County, Colorado

Administration
Suite 301
(970) 920-5200
fax 920-5198

County Commissioners
Suite 301
(970) 920-5200
fax 920-5198

County Attorney
Suite 302
(970) 920-5190
fax 920-5198

Finance and Use Tax
Suite 201
(970) 920-5220
fax 920-5230

Printed on recycled paper

October 24, 2006

To whom it may concern:

This is in response to a request for a letter of recommendation regarding the operation of the Pitkin County landfill near Aspen, Colorado by Mr. Larry Giroux and his company Pitkin County Waste Systems. Pitkin County Waste Systems (PCWS) won a five year contract in open bidding, against five other bidders, with the lowest price and best proposal in May 1999. PCWS and Mr. Giroux are responsible for the organics composting, aggregate recovery, daily landfill operations, and landfill closure work.

At the time PCWS and Mr. Giroux assumed operation of the site, numerous environmental and operational problems existed, including inadequate daily, intermediate, and final cover, groundwater contamination, sloppy and unplanned waste placement, ponding of surface water, and large stockpiles of unprocessed materials. Each of these issues has been addressed and the positive changes are truly remarkable both in regulatory and aesthetic terms. Regulators, customers, staff, and commissioners are all very impressed and complimentary with the improvements that have resulted from PCWS' and Mr. Giroux's operations.

Personally, I have been pleased with PCWS, Mr. Giroux and his managers on several levels. They work well with my staff and they treat customers with respect, as well as respond quickly to difficult conditions. Whenever disagreeable matters arise, Mr. Giroux treats business relationships as important partnerships, which enables finding solutions to tough situations. The experience PCWS and Mr. Giroux bring thus raises the expertise of the Pitkin County staff and provides a very high level of service to the community at large.

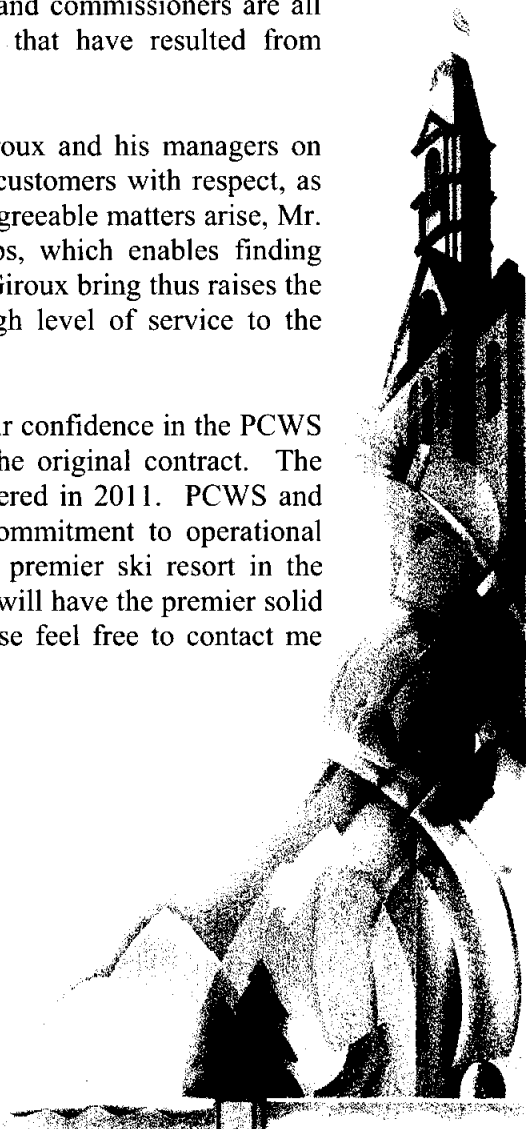
In 2005, the Pitkin County commissioners affirmed their confidence in the PCWS operation by awarding Mr. Giroux a ten year extension to the original contract. The extension includes an additional ten year option to be considered in 2011. PCWS and Mr. Giroux have brought the superb level of service and commitment to operational excellence that this facility expects. The community is the premier ski resort in the United States and with the help of PCWS and Mr. Giroux; we will have the premier solid waste management operation in the United States also. Please feel free to contact me should you have any other questions.

Very best regards,



Chris Hoofnagle
Solid Waste Manager

Solid Waste Center
76 Service Center Road
(970) 923-3487 fax (970) 923-2043 www.aspenpitkin.com



Northeast Nebraska Solid Waste Coalition

402-644-8715
402-644-8716, Fax
glund@ci.norfolk.ne.us

Solid Waste Division

Norfolk WPC
610 E Monroe Ave.
Norfolk NE 68701

March 23, 1999

To Whom It May Concern,

As a District Manager for Allied Waste, Larry Giroux was responsible for the Coalition landfill operation for a little more than one year. At the time he assumed these responsibilities, our landfill had a dismal operating record. Mr. Giroux implemented an equipment maintenance management system that improved the reliability of the site equipment. The equipment operating record immediately improved. We went from a period when every piece of equipment was inoperable and waste was left uncovered, to an operation where the majority of maintenance tasks were completed during scheduled down time.

Our site had been in court with neighbors following wind events that took wind-blown litter on to neighbor property. Mr. Giroux budgeted funds to build wind screens, litter cages, and perimeter fences. We are now able to manage the site operation through wind speeds approaching 40 mph. Mr. Giroux provided staff and equipment to surcharge an area of the landfill that had not been properly compacted. This allowed us to regain a portion of the previously wasted air space.

Mr. Giroux worked with much of the existing staff members to affect these changes. Changes in employee attitude, and equipment quality and reliability, changed the complexion of our operation. Mr. Giroux's experience and expertise in landfill operation were apparent and very much appreciated by our organization.

Sincerely,



Northeast Nebraska Solid Waste Coalition
Gary Lund, Solid Waste Manager

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

Public Works Department

Office of the Director

20th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

(816) 274-2364
Fax: (816) 274-2369

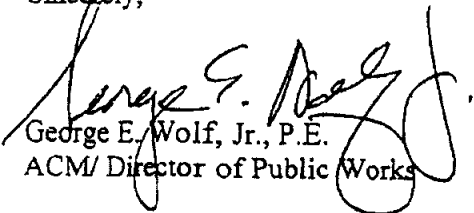
March 11, 1999

To whom it may concern:

Mr. Larry Giroux has managed the Southeast Landfill in Kansas City, Missouri on and off since 1988. Larry has strived for and improved the aesthetics, environmental integrity and the working relationship with City staff and the neighbors. He is very sensitive to public concerns and highly responsive if corrective actions are suggested in regards to operations or cleanup. Larry has dealt with our City in a professional manner.

If you require additional information, please feel free to call me at (816) 274-1779.

Sincerely,


George E. Wolf, Jr., P.E.
ACM/ Director of Public Works

GEW:pp



St. Louis County
Department of Health

Buzz Westfall
County Executive

Paula Livingston, DDS, MPH
Director

Division of
Environmental Protection

Central County Center
111 S. Meramec
Clayton, MO 63105
(314) 854-6698
Fax: 854-6951

North County Center
21 Village Square
Hazelwood, MO 63042
(314) 615-7469
Fax: 615-7439

South County Center
4562 Lemay Ferry Rd.
St. Louis, MO 63129
(314) 845-4027
Fax: 845-4008

West County Center
74 Clarkson Wilson
Chesterfield, MO 63017
(314) 530-2929
Fax: 530-2925

Animal Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 726-6655

Vector Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 727-3097

TDD for all sites:
(800) 735-2466

March 24, 1999

To Whom It May Concern:

I am pleased to be writing this letter on behalf of Mr. Larry Giroux. As supervisor of the Waste Management Section and regulator of solid waste facilities for St. Louis County, I had the pleasure of working with Mr. Giroux when he held the position of General Manager for the Laidlaw (Allied) Bridgeton Sanitary Landfill.

Mr. Giroux assumed responsibility, for what has been termed by many, to be one of the most complicated of landfills nationwide. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area businesses and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were awarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

I regard Mr. Giroux's ethics and integrity to be of the highest standard. He is highly knowledgeable of landfill engineering and operations and a pleasure with which to work. Mr. Giroux should be considered an asset to any organization.

Sincerely,

Susan R. Taylor, Supervisor
Waste Management Section
Division of Environmental Protection

SRT/eh

An equal opportunity employer

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
HEALTH

Dolores J. Gunn, MD
Director

October 4, 2006

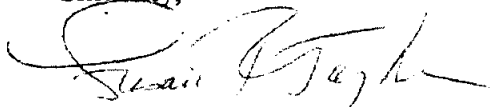
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Mr. Giroux assumed responsibility, for what has been deemed by many, to be one of the most complicated of landfills nationwide with a 5000 T/day incoming waste volume, 100,000/gal/year leachate production, and a 3500 cfm landfill gas generation rate. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area business and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were rewarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

I regard Mr. Giroux's ethics and integrity to be of the highest standard. He is highly knowledgeable of landfill engineering practices and operations and a pleasure with which to work. Mr. Giroux should be considered an asset to any organization.

Sincerely,



Susan R. Taylor, Supervisor
Solid Waste Management Program
Division of Environmental Protection

:SRT

DIVISION OF ENVIRONMENTAL PROTECTION - SOUTH

4562 Lemay Ferry Road • Saint Louis, MO 63129 • PH 314/615-4027 or 314/615-4130 • FAX 314/615-4008
TTY 314/615-8428 or 800/735-2966 • web <http://www.stlouisco.com>
An Equal Opportunity Employer - Services Provided on a Non-Discriminatory Basis



February 12, 2009

Mr. Rick McEwen
Executive Vice President
Heartland Environmental Services
P.O. Box 220842
Kirkwood, Missouri 63122

Re: Glenwood Springs, Colorado Landfill/Solar Field Opportunities; 3000.300.1856.doc

Dear Mr. McEwen:

Hull & Associates ("Hull") is pleased to offer this expression of interest to partner with your company in developing large scale solar projects for the City of Glenwood Springs in conjunction with opportunities and operations of the City landfill.

In addition to Hull's extensive landfill expertise, Hull also provides renewable energy services that will add value to your team. As described below, our capabilities range from initial analysis through project implementation:

1. **Site Assessment** - evaluation of the project's solar footprint and related physical characteristics;
2. **System Design** - determining the optimal design and cost estimates for all solar components and interconnection with the utility grid or on-site facilities;
3. **Economic Analysis** - in-depth analysis of cash flows, returns, and operating and funding scenarios, including ownership options;
4. **Project Construction** - construction management of all aspects of the project, including contract management, equipment procurement, installation, assembly and energy start-up;
5. **Operation & Maintenance** - establish and manage an O&M plan to maximize performance.

Our overall assessment typically addresses all the key variables that can maximize solar project returns and related benefits, for example:

- **Investment tax credits, accelerated depreciation, and similar tax benefits** under U.S. state or other laws;
- Profitable options for **sales of solar power**;
- Availability of **grants, rebates and low interest loans**; potential revenues from sale of **renewable energy certificates** (RECs);
- Potential revenues and trade-offs associated with sale of CO2e reductions; and
- Opportunities to leverage solar power to help address landfill operations and obligations.

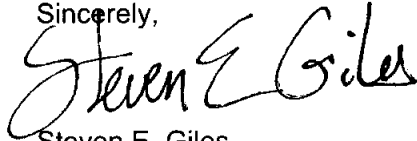
6397 Emerald Parkway • Suite 200 • Dublin, Ohio 43016
614.793.8777 fax 614.793.9070 www.hullinc.com

Mr. Rick McEwen
3000.300.1856.doc
February 12, 2009
Page 2

Hull is ready to work with you to address the City's desire to pursue viable renewable energy projects, and believe that a public/private partnership as you described will afford all parties the best opportunities for both landfill operations and the City's progressive alternative energy objectives.

Accompanying this letter is a Statement of Qualification that details our relevant services.

Sincerely,

A handwritten signature in black ink that reads "Steven E. Giles". The signature is written in a cursive, flowing style.

Steven E. Giles
Energy Market Leader

SEG/sjp

Enclosure

Ct: John Hull, Hull & Associates, Inc.
William Petruzzi, Hull & Associates, Inc.



APPENDIX J: TRANSITION PLAN

In May of 1999, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland, LLC, transitioned operations of the Pitkin County Landfill with ease and success. Due to the scope of permitting and large workload, Larry Giroux, owner, will personally supervise the initial six-month startup of the Glenwood Springs' contract to insure a smooth transition and assist in expediting permit modifications and subsequent actions. More specifically, upon contract award, we will do the following to ensure a smooth transition.

- Request a meeting with appropriate city staff and their consultants. Heartland attendees will include Larry Giroux, owner of Heartland; Rick Crider, General Manager; Janet Meibaum, Financial Controller; Dorothea Farris, Heartland's local political consultant; Mike Matheney, Heartland's subcontractor; and members of Aquaterra, Heartland's environmental consultant. Topics to be discussed in addition to the normal transition issues will be:
 1. Landfill reclamation/airspace swap;
 2. Temporary and permanent compost/liquids management permit modifications;
 3. BLM land swap;
 4. Overall permit redesign.
- Meet with new and existing personnel to discuss expectations, compensation, and benefits;
- Make arrangements with city staff for existing and new personnel to tour the Pitkin County Landfill prior to April 1 startup;
- Have any new equipment/offices delivered to the landfill one week prior to start date;
- One week prior to startup, Larry Giroux or Rick Crider and Janet Meibaum will be present to receive and set up new offices and equipment, coordinate all transition activities and review and become familiar with the South Canyon Landfill permit and operations plan. We will also coordinate all invoicing and communications procedures at that time;
- Establish an appropriate meeting schedule;
- We propose that Heartland's Owner or General Manager meet with city staff at least weekly during the first two months and at least monthly thereafter.

EXHIBIT C

- 1) 2008 John Deere 950J-WH Dozer, unit equipped with waste handling package and associated guards; Serial Number LU950JX009702.
- 2) 2008 Caterpillar 963D Track Loader, with clam-shell bucket; Serial Number CAT0963DLLCS00927.
- 3) 2008 Caterpillar 816F Series 2 Landfill Compactor; Serial Number CAT0816FJBZR00259.
- 4) 1998 Caterpillar D8R DS Dozer; Serial Number 7XM03610.
- 5) 1992 Caterpillar 140G Motor Grader; Serial Number 72V14880.
- 6) 1999 GMC C-8500 with Caterpillar 3126B engine and Evergreen 4,000 gallon water tank; Serial Number 1GDT7H4C5XJ519590.
- 7) 1996 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN00467.
- 8) 1998 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN01005.
- 9) 1993 Ford F250 Pickup; Serial Number 1FTHX26H2PKA86868.
- 10) 2006 Chevrolet 3500 Plow Truck with Meyer plow and Henderson salt spreader; Serial Number 1GBJK34UX6E237799, Truck; 00133709983, plow; FSP21342, salt spreader.
- 11) 1997 Caterpillar D7R Dozer; Serial Number 2EN00465.



CERTIFICATE OF LIABILITY INSURANCE

OP ID L9
SOUTH20

DATE (MM/DD/YYYY)

06/04/09

PRODUCER Conrad M. Deneault, Jr. The Daniel and Henry Co. 1001 Highlands Plaza Dr West St. Louis MO 63110 Phone: 314-421-1525 Fax: 314-444-1990		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Heartland Env. Services, LLC South Canyon Waste Systems, LLC Solid Waste Properties, LLC P.O. Box 221090 St. Louis, MO 63122		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American Int'l Specialty Lines	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	EG17661046	04/01/09	04/01/10	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
		☒ COMMERCIAL GENERAL LIABILITY				MED EXP (Any one person)	\$ 5,000
		☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		☐ POLICY ☐ PRO-JECT ☒ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY	EGU17661122	04/01/09	04/01/10	EACH OCCURRENCE	\$ 4,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 4,000,000
		☐ DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER	EG17661046	POLLUTION LEGAL LIAB	04/01/09	04/01/10	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Glenwood Springs is an additional insured under the Liability policy

CERTIFICATE HOLDER

GLENWOO
City of Glenwood Springs Attn: MaryLou Hafliager 101 West 8th Street Glenwood Springs CO 81601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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- Provide compliance with local Fire Protection District requirements concerning fire prevention and protection.

Odor Control

Heartland will perform the following:

- Provide proper landfill operations and procedures to ensure that odor from the working face are not an issue.

A-V. Channel, Pond, and Drainage Maintenance

Proper landfill operational procedures dictate that as much water as possible is directed away from all operations at the landfill, and that the area is graded to prevent ponding:

Heartland will perform the following:

- Provide proper grading of all areas within the landfill to maintain good drainage and to prevent ponding, particularly over areas within the limits of waste;
- Maintain all existing let-down structures;
- Maintain all existing permanent run-on diversion ditches;
- Construct and maintain temporary internal ditches, relocate ditches and install culverts when and where necessary;
- Maintain existing perimeter ditches;
- Clean out the retention ponds as required and at least once during the term of the contract.

A-VI. Random Waste Screening

Random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous and non-acceptable waste. The screening will be performed near the working face. This program requires implementation of a method to determine selection of random loads, identification of the selected loads, maintenance of an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified or removal of the waste and transport to the working face if the waste is deemed acceptable.

Heartland will perform the following:

- Construct and maintain the unloading and containment area;
- Select loads and direct contractors to the containment area;

James L. Smith

**AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009**

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor"), is effective as of April 1, 2014 regardless of the date it is executed by the parties.

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Landfill") dated June 1, 2009 ("Initial Agreement"), which agreement was amended August 17, 2009 (collectively, "Agreement"), the original Initial Agreement and First Amendment being on file with the City Clerk; and

WHEREAS, the Initial Agreement was set to terminate March 31, 2014 but allows for extensions of four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five (5) year contract; and

WHEREAS, Enterprise is interested in maintaining the continuity of Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Agreement is hereby amended to add paragraph e. as follows:

2. Scope of Services.

e. Contractor's personnel must maintain certification in the following programs and disciplines:

1. Manager of Landfill: Solid Waste Association of North America, Manager of Landfill Operations certification
2. Manager of Landfill: Erosion Control Specialist or Transportation Erosion Control Specialist (ECS or TECS) through the Rocky Mountain Education Center, Course Code: CETC 150
3. All personnel must attend an Asbestos Recognition Course, annually.

2. Section 4.a. of the Agreement is hereby replaced with the following:

4. Cost of Services; Payment.

a. Appendix A is no longer in effect as of the date of this amendment. Enterprise shall pay Contractor for its services in the amounts set forth in


JUNE 1, 2009

Appendix A-1 ("Pricing") attached hereto and incorporated herein. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month. If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.1.a.

3. Section 4.c. of the Agreement is hereby amended by changing the off-road fuel cost from \$3.00 to \$3.50, as follows:

c. In the event that the average off-road fuel cost paid by Contractor in the performance of its work under this Agreement exceeds Three Dollars and fifty cents (\$3.50) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (1) the amount by which such average cost per gallon exceeds \$3.50 times (b) the number of gallons of off-road fuel utilized by Contractor at South Canyon Landfill during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.

4. Section 12.1. a. of the Agreement is hereby amended by changing the notice days from 30 days to 20 days, as follows:

12.1.a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of twenty (20) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than twenty (20) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the twenty (20) day period and thereafter diligently completes the cure.

5. Section 17 of the Agreement is hereby replaced with the following:

17. Permits. The Enterprise shall be responsible for obtaining and maintaining



in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing of groundwater, methane and leachate ponds), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits. Enterprise shall keep Contractor informed of any changes in design or operational requests it plans to make to any regulatory agency, and Enterprise may include Contractor in meetings. Any additional cost impacts to Contractor due to changes in design or operation will be negotiated at that time. Should Contractor choose to have or perform other operations beyond what is included in this Agreement, the terms will be negotiated at that time; however, Contractor agrees to reimburse the Enterprise for all permitting, engineering, and sampling and monitoring expenses to implement and maintain the other operations.

In the event federal, state or local regulations change, Contractor shall have the right to provide Enterprise with a cost impact analysis to Contractor, and if necessary, revisions to Contractor's compensation will be negotiated at that time.

6. Deletions in the following sections as stated in Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, to the Agreement are indicated by ~~strikeouts~~, and additions are indicated by **bold** lettering. All other sections of Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, remain in effect and unchanged.

Exhibit A, Supplemental Conditions:

WORK BY OTHERS. Private utilities, the City or other parties may be expected to be working within the **Landfill boundary** during the Contract. These may be as specifically listed hereafter or if not listed shall be determined by the **Enterprise. Contractor.** The Contractor shall cooperate and coordinate with **other parties** ~~whoever else may be~~ working within the **Landfill boundary for the Enterprise, in order that the other parties may proceed in an orderly manner.** ~~in the area in order that golf driving range construction may proceed in an orderly manner.~~

...

A-II. RECOVERY, COMPACTION AND COVERING OF
CONSTRUCTION & DEMOLITION (C & D) WASTE

The Contractor's responsibilities shall include, but are not limited to:

- Divert **non-suspect C&D waste, to a designated processing area for materials recovery furniture, and mattresses to a designated processing area to be reduced and used for Alternate Daily Cover (ADC), as approved by CDPH&E;**



- Separate and stockpile **items that are reasonably** recoverable materials including rock, concrete, asphalt, soil, ~~wood~~, and metal;
- ~~Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC)~~
- **Metals will go to the scrap pile area; concrete, asphalt, soil will go to their designated processing area;**
- **Contractor's employee at the working face as he covers or screens loads will notify the scale personnel upon discovery of additional chargeable or illegal items, such as appliances, tires, electronics or liquids;**
- **All grinding materials for ADC must comply with the current CDPHE stipulations**

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. **In the event Contractor is required to obtain off-site water, the Enterprise shall reimburse Contractor at a negotiated cost per load.** Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure drivability and safety of access and haul roads.

The Contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of ~~10%~~ **8%; situations requiring steeper grades will be reviewed on a case-by-case situation.**
- Dust control on a daily basis, **temperature permitting**, when potential for dust generation exists, and dust generation control with ~~water dust palliative~~ **being applied by truck equipped with spray bars** as necessary
- Road reclamation (when working face has shifted and road is no longer needed)
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control
- Maintaining drivability of all internal site roads during all operating hours, including storm events
- **Contractor will be responsible for the repair of damage to the haul road as a result of its negligence.**

...

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260+ linear feet of run-on diversion ditches, and approximately 10,000+ linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper landfill operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The Contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds ~~once during the term of the contract~~ **including but not limited to as a result of a storm event and inundation of the pond, and following any debris event and after spring thaw and prior to winter freezing conditions;**
- Maintaining perimeter ditches **to acceptable Best Management Practices standards and according to the January 2013 Stormwater Management Plan;**
- **Contractor will be familiar with, adhere to and complete all maintenance necessary for compliance with the January 2013 Stormwater Management Plan;**
- **All cover material borrow pit areas will be maintained to applicable Best Management Practices methodology and procedures. Any areas that might be eligible for final closure will be negotiated outside of this Agreement.**

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random or **as otherwise needed** screening of incoming waste loads must be performed as a measure to prevent acceptance of **unacceptable items, hazardous waste and PCBs, and must be documented on an approved form and copies maintained by Contractor and provided to Enterprise.** The screening will be performed near the working face. This

program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removed of the waste and transport to the working face if the waste is deemed acceptable.

The Contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area, **the method of which is at the sole discretion of the Contractor as long as it meets the minimum requirements of the CDPH&E;**
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- ~~If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;~~
- Following all proper procedures as outlined in Section 4.2 of the **current Engineering Design and Operations Plan (EDOP);**
- **All personnel that perform duties at the working face need to be trained in waste screening and completion of screening forms;**
- **Hauler being screened will be retained during the process and will be responsible for any unacceptable waste disposal that is discovered;**
- **If prohibited waste is discovered it will be returned to the driver of the vehicle that had been retained on-site during the screening process;**
- **Hot load procedures will be followed as developed by Contractor.**

...

Exhibit B, Landfill Operations Management Proposal, is amended to delete the following note:

~~NOTE: It will be the City's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.~~

Exhibit A, Supplemental Conditions:

B. COMPOSTING OPERATIONS

~~It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.~~



Source-separated material consisting of **cardboard, chipped brush, shredded non-suspect lumber**, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. ~~Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally.~~ The compost operations shall follow the regulations of the CDPH&E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel **are included in the operations costs**. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor. **Contractor shall have the right to use any excess material generated by the composting operation for ADC provided it is approved by the CDPH&E and the Enterprise. These excess materials can include unscreened compost, reject material after screening of compost or finished compost.**

...

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take samples ~~as required by their permit~~ **and submit all samples and comply with all provisions of regulations pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 14 as well as the current approved EDOP that is on file with the CHPH&E.**

It is understood that the scope of the composting operation includes sampling, testing, and the screening of a marketable product.

...

C. AGGREGATE **TOPSOIL** RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

~~The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to~~



~~include the following:~~ **The City desires that the Contractor expand the range of products to include most or all of the following:**

- topsoil
- topsoil/compost mixture
- class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The Contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by the City of Glenwood Springs;
- ~~Providing necessary services for mixing topsoil and compost together for sale to the public;~~
- Providing loading services for purchasers of rock, topsoil or other aggregate products.

It is understood that topsoil separation and blending with compost will be included in this Agreement. The Contractor will be compensated according to Exhibit A-1, attached hereto and incorporated herein.

...

SECTION III.

THE CITY OF GLENWOOD SPRINGS' SERVICES AND RESPONSIBILITIES

The City of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- **Management of used tires** ~~used tire handling;~~
- Scrap metal hauling;



- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering **and surveying** services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor; and
- Contract administration of **this Agreement** ~~any and all contracts associated with this Request for Proposals.~~

...

7. Appendix H: Staffing Plan to Exhibit B of the Agreement is hereby replaced with the following:

APPENDIX H: STAFFING PLAN

The Contractor shall always have at least a minimum number of personnel on site during operating hours, as listed below:

Weekdays March 1 through November: 4 operators
 Weekdays December 1 to March 1: 3 operators
 Saturdays March 1 to December 1: 2 operators
 Saturdays December 1 to March 1: 1 operator

- The operating face is never to be left unattended when customers are present.
- Staff person at dumping area must be attentive, working on equipment is not watching for loads of illegal dumping.
- In the event these staffing levels cannot be met, Enterprise must be notified in advance.

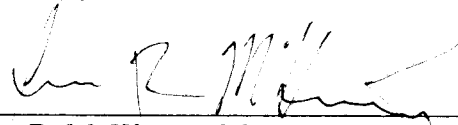
8. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15th day of May, 2014.

ATTEST:


 Ann Green, Deputy City Clerk

GLENWOOD SPRINGS LANDFILL
 ENTERPRISE

By: 
 Leo R. McKinney, Mayor

APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

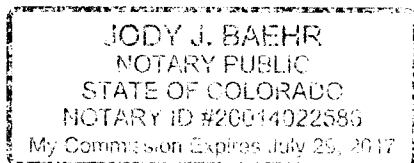
By: Larry Giroux
Larry Giroux, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 12 day of May, 2014 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7-29-2017



Jody J. Baehr
Notary Public

JG



APPENDIX A-1: PRICING

Section 1-A Landfill Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$165,417	\$1,985,000	See Note 1
2015-2016	\$165,417	\$1,985,000	
2016-2017	\$165,417	\$1,985,000	
2017-2018	\$165,417	\$1,985,000	
2018-2019	\$165,417	\$1,985,000	

Section 1-B Composting Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$.144/gallon		Priced on all non-hazardous water received
2015-2016	\$.147/gallon		No charge for incoming yard waste
2016-2017	\$.150/gallon		See Note 1
2017-2018	\$.153/gallon		
2018-2019	\$.156/gallon		

Section 1-C Aggregate/Topsoil Recovery and Blending Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$6.35/ton		Unit price/ton for premium crushing is \$7.98/ton and escalates at the same rate as standard crushing
2015-2016	\$6.48/ton		See notes 1, 2
2016-2017	\$6.61/ton		
2017-2018	\$6.74/ton		
2018-2019	\$6.88/ton		

Notes

1. Fuel surcharge will be implemented when off-road unit fuel prices exceed \$3.50 per gallon.
2. Aggregate loading equipment will be equipped with scales for City billing purposes.

J-21

**AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009**

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor"), is effective as of April 1, 2014 regardless of the date it is executed by the parties.

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Landfill") dated June 1, 2009 ("Initial Agreement"), which agreement was amended August 17, 2009 (collectively, "Agreement"), the original Initial Agreement and First Amendment being on file with the City Clerk; and

WHEREAS, the Initial Agreement was set to terminate March 31, 2014 but allows for extensions of four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five (5) year contract; and

WHEREAS, Enterprise is interested in maintaining the continuity of Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Agreement is hereby amended to add paragraph e. as follows:

2. Scope of Services.

e. Contractor's personnel must maintain certification in the following programs and disciplines:

1. Manager of Landfill: Solid Waste Association of North America, Manager of Landfill Operations certification
2. Manager of Landfill: Erosion Control Specialist or Transportation Erosion Control Specialist (ECS or TECS) through the Rocky Mountain Education Center, Course Code: CETC 150
3. All personnel must attend an Asbestos Recognition Course, annually.

2. Section 4.a. of the Agreement is hereby replaced with the following:

4. Cost of Services; Payment.

a. Appendix A is no longer in effect as of the date of this amendment. Enterprise shall pay Contractor for its services in the amounts set forth in



Appendix A-1 ("Pricing") attached hereto and incorporated herein. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month. If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.1.a.

3. Section 4.c. of the Agreement is hereby amended by changing the off-road fuel cost from \$3.00 to \$3.50, as follows:

c. In the event that the average off-road fuel cost paid by Contractor in the performance of its work under this Agreement exceeds Three Dollars and fifty cents (\$3.50) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (1) the amount by which such average cost per gallon exceeds \$3.50 times (b) the number of gallons of off-road fuel utilized by Contractor at South Canyon Landfill during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.

4. Section 12.1. a. of the Agreement is hereby amended by changing the notice days from 30 days to 20 days, as follows:

12.1.a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of twenty (20) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than twenty (20) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the twenty (20) day period and thereafter diligently completes the cure.

5. Section 17 of the Agreement is hereby replaced with the following:

17. Permits. The Enterprise shall be responsible for obtaining and maintaining



in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing of groundwater, methane and leachate ponds), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits. Enterprise shall keep Contractor informed of any changes in design or operational requests it plans to make to any regulatory agency, and Enterprise may include Contractor in meetings. Any additional cost impacts to Contractor due to changes in design or operation will be negotiated at that time. Should Contractor choose to have or perform other operations beyond what is included in this Agreement, the terms will be negotiated at that time; however, Contractor agrees to reimburse the Enterprise for all permitting, engineering, and sampling and monitoring expenses to implement and maintain the other operations.

In the event federal, state or local regulations change, Contractor shall have the right to provide Enterprise with a cost impact analysis to Contractor, and if necessary, revisions to Contractor's compensation will be negotiated at that time.

6. Deletions in the following sections as stated in Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, to the Agreement are indicated by ~~strikeouts~~, and additions are indicated by **bold** lettering. All other sections of Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, remain in effect and unchanged.

Exhibit A, Supplemental Conditions:

WORK BY OTHERS. Private utilities, the City or other parties may be expected to be working within the **Landfill boundary** during the Contract. These may be as specifically listed hereafter or if not listed shall be determined by the **Enterprise**. ~~Contractor~~. The Contractor shall cooperate and coordinate with **other parties** ~~whoever else may be working within the Landfill boundary for the Enterprise, in order that the other parties may proceed in an orderly manner. in the area in order that golf driving range construction may proceed in an orderly manner.~~

...

A-II. RECOVERY, COMPACTION AND COVERING OF
CONSTRUCTION & DEMOLITION (C & D) WASTE

The Contractor's responsibilities shall include, but are not limited to:

- Divert **non-suspect C&D waste, to a designated processing area for materials recovery furniture, and mattresses to a designated processing area to be reduced and used for Alternate Daily Cover (ADC), as approved by CDPH&E;**



- Separate and stockpile **items that are reasonably** recoverable materials including rock, concrete, asphalt, soil, ~~wood,~~ and metal;
- ~~Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC)~~
- **Metals will go to the scrap pile area; concrete, asphalt, soil will go to their designated processing area;**
- **Contractor's employee at the working face as he covers or screens loads will notify the scale personnel upon discovery of additional chargeable or illegal items, such as appliances, tires, electronics or liquids;**
- **All grinding materials for ADC must comply with the current CDPHE stipulations**

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. **In the event Contractor is required to obtain off-site water, the Enterprise shall reimburse Contractor at a negotiated cost per load.** Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure drivability and safety of access and haul roads.

The Contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of ~~10%~~ **8%;** **situations requiring steeper grades will be reviewed on a case-by-case situation.**
- Dust control on a daily basis, **temperature permitting,** when potential for dust generation exists, and dust generation control with ~~water dust~~ **palliative** being applied **by truck equipped with spray bars** as necessary
- Road reclamation (when working face has shifted and road is no longer needed)
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control
- Maintaining drivability of all internal site roads during all operating hours, including storm events
- **Contractor will be responsible for the repair of damage to the haul road as a result of its negligence.**

...

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260+ linear feet of run-on diversion ditches, and approximately 10,000+ linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper landfill operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The Contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds ~~once during the term of the contract~~ **including but not limited to as a result of a storm event and inundation of the pond, and following any debris event and after spring thaw and prior to winter freezing conditions;**
- Maintaining perimeter ditches to acceptable Best Management Practices standards and according to the January 2013 Stormwater Management Plan;
- Contractor will be familiar with, adhere to and complete all maintenance necessary for compliance with the January 2013 Stormwater Management Plan;
- All cover material borrow pit areas will be maintained to applicable Best Management Practices methodology and procedures. Any areas that might be eligible for final closure will be negotiated outside of this Agreement.

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random or as **otherwise needed** screening of incoming waste loads must be performed as a measure to prevent acceptance of **unacceptable items, hazardous waste and PCBs, and must be documented on an approved form and copies maintained by Contractor and provided to Enterprise.** The screening will be performed near the working face. This



program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removed of the waste and transport to the working face if the waste is deemed acceptable.

The Contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area, **the method of which is at the sole discretion of the Contractor as long as it meets the minimum requirements of the CDPH&E;**
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- ~~If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;~~
- Following all proper procedures as outlined in Section 4.2 of the **current Engineering Design and Operations Plan (EDOP);**
- **All personnel that perform duties at the working face need to be trained in waste screening and completion of screening forms;**
- **Hauler being screened will be retained during the process and will be responsible for any unacceptable waste disposal that is discovered;**
- **If prohibited waste is discovered it will be returned to the driver of the vehicle that had been retained on-site during the screening process;**
- **Hot load procedures will be followed as developed by Contractor.**

...

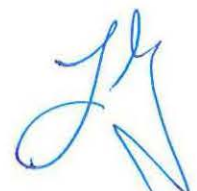
Exhibit B, Landfill Operations Management Proposal, is amended to delete the following note:

~~NOTE: It will be the City's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.~~

Exhibit A, Supplemental Conditions:

B. COMPOSTING OPERATIONS

~~It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.~~



Source-separated material consisting of **cardboard, chipped brush, shredded non-suspect lumber**, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. ~~Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally.~~ The compost operations shall follow the regulations of the CDPH&E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel **are included in the operations costs**. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor. **Contractor shall have the right to use any excess material generated by the composting operation for ADC provided it is approved by the CDPH&E and the Enterprise. These excess materials can include unscreened compost, reject material after screening of compost or finished compost.**

...

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take samples ~~as required by their permit and submit all samples and comply with all provisions of regulations pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 14 as well as the current approved EDOP that is on file with the CHPH&E.~~

It is understood that the scope of the composting operation includes sampling, testing, and the screening of a marketable product.

...

C. AGGREGATE TOPSOIL RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

~~The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to~~



~~include the following:~~ **The City desires that the Contractor expand the range of products to include most or all of the following:**

- topsoil
- topsoil/compost mixture
- class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The Contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by the City of Glenwood Springs;
- ~~Providing necessary services for mixing topsoil and compost together for sale to the public;~~
- Providing loading services for purchasers of rock, topsoil or other aggregate products.

It is understood that topsoil separation and blending with compost will be included in this Agreement. The Contractor will be compensated according to Exhibit A-1, attached hereto and incorporated herein.

...

SECTION III.

THE CITY OF GLENWOOD SPRINGS' SERVICES AND RESPONSIBILITIES

The City of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- **Management of used tires** ~~used tire handling;~~
- Scrap metal hauling;



- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering **and surveying** services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor; and
- Contract administration of **this Agreement** ~~any and all contracts associated with this Request for Proposals.~~

...

7. Appendix H: Staffing Plan to Exhibit B of the Agreement is hereby replaced with the following:

APPENDIX H: STAFFING PLAN

The Contractor shall always have at least a minimum number of personnel on site during operating hours, as listed below:

Weekdays March 1 through November: 4 operators
 Weekdays December 1 to March 1: 3 operators
 Saturdays March 1 to December 1: 2 operators
 Saturdays December 1 to March 1: 1 operator

- The operating face is never to be left unattended when customers are present.
- Staff person at dumping area must be attentive, working on equipment is not watching for loads of illegal dumping.
- In the event these staffing levels cannot be met, Enterprise must be notified in advance.

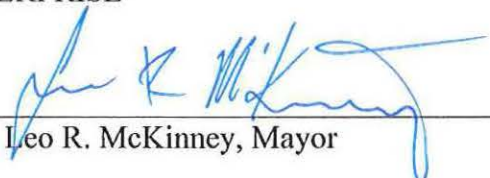
8. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15th day of May, 2014.

ATTEST:


 Ann Green, Deputy City Clerk

GLENWOOD SPRINGS LANDFILL
 ENTERPRISE

By: 
 Leo R. McKinney, Mayor



APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

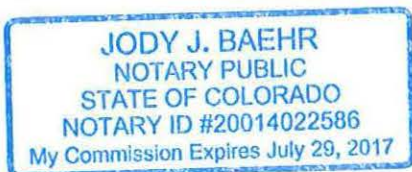
By: Larry Giroux
Larry Giroux, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 12 day of May, 2014 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7-29-2017



Jody J. Baehr
Notary Public

LJ



APPENDIX A-1: PRICING

Section 1-A Landfill Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$165,417	\$1,985,000	See Note 1
2015-2016	\$165,417	\$1,985,000	
2016-2017	\$165,417	\$1,985,000	
2017-2018	\$165,417	\$1,985,000	
2018-2019	\$165,417	\$1,985,000	

Section 1-B Composting Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$.144/gallon		Priced on all non-hazardous water received
2015-2016	\$.147/gallon		No charge for incoming yard waste
2016-2017	\$.150/gallon		See Note 1
2017-2018	\$.153/gallon		
2018-2019	\$.156/gallon		

Section 1-C Aggregate/Topsoil Recovery and Blending Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$6.35/ton		Unit price/ton for premium crushing is \$7.98/ton and escalates at the same rate as standard crushing
2015-2016	\$6.48/ton		See notes 1, 2
2016-2017	\$6.61/ton		
2017-2018	\$6.74/ton		
2018-2019	\$6.88/ton		

Notes

1. Fuel surcharge will be implemented when off-road unit fuel prices exceed \$3.50 per gallon.
2. Aggregate loading equipment will be equipped with scales for City billing purposes.



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item:	Additional Contract Services for the US EPA Brownsfield Area-Wide Planning Services Contract/Stromberg/Garrigan & Associates, Inc.
Action Requested:	Approve a proposal for a supplemental scope of work with Stromberg/Garrigan & Associates, Inc. for the US EPA Brownfields Area-Wide Planning effort for \$26,575
Department:	Economic and Community Development
Presented By:	Jennifer Ooton, Assistant City Manager
Background Info:	Attached please find a proposal for supplemental services from Stromberg/Garrigan & Associates, Inc. (SGA) to finalize the Glenwood: Moving Forward Together Area-Wide Plan. The Moving Forward Together Plan is funded by a \$200,000 EPA Brownfield Area-Wide Planning grant. SGA is currently contracted for \$188,500 worth of services. Over the past several months, additional site constraints in the Confluence Area have been identified, including setbacks related to the railroad Right-of-Way and constraints related to the Civic Complex. This additional information has delayed the final draft of the plan, which was originally anticipated to be completed this summer. These technical constraints have impacts on the development yield for the Confluence, and SGA is proposing to show several alternatives that are feasible options for the site, depending on the future status of the railroad ROW. The proposal includes an additional \$25,000 for drafting the alternatives and \$1,575 for one additional in-person meeting (beyond the one remaining trip for the final Area Wide Plan presentation). City staff will work with the EPA to move \$5,000 that is remaining in the grant that was originally budgeted for supplies to this item, if it is possible, and then would need to allocate the remainder of the increase from fund balance. The line-item budget for this project is 01-141-7190 in the Community Development – Administration and Planning Budget.
Issues:	This is an unbudgeted expense for 2018.
Staff Recommendation:	Staff recommends approval for the supplemental scope of work with Stromberg/Garrigan & Associates, Inc. for the US EPA Brownfields Area-Wide Planning effort.



STROMBERG/GARRIGAN & ASSOCIATES, INC.
102 E. Main Street – The Penn Building
Suite 300
Somerset, PA 15501
Tele: 814.443.1073
Fax: 814.444.0484

October 8th, 2018

Ms. Debra Figueroa, City Manager
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

RE: Scope of Work Addendum #2 to U.S. EPA Brownfields Area-Wide Planning Services Contract

Dear Ms. Figueroa:

As we discussed during my recent meetings with you and City staff, we have spent a significant amount of time and effort working out several critical and nuanced issues related to development feasibility at the Confluence. All of these items have come to light after our data queries at the beginning of the planning process and since the March 2018 series of meetings. Specifically, critical information related to the RFTA Right-Of-Way (ROW) has surfaced in several follow-up discussions that occurred since March, including with RFTA's legal counsel, with the most critical information being related to the modifications to the existing ROW lines as a part of the railbanking and ROW and easements acquisitions. Furthermore, additional new details that greatly complicate a key principle of the planning effort, ensuring development continuity and connectivity along 7th Street, between the core of downtown and the Confluence, arose from a series of meetings with Garfield County elected officials and staff, including those from the Sheriff's Department and the Courts/Judicial Branch.

We feel it is critically important at this point in the process to not create a conceptual reuse plan for the Confluence Area that potentially has major limiting constraints or flaws. The only way for us to overcome this possibility was to significantly delve into the technical details to determine exactly how each element could fundamentally influence and shape the reuse potential for the study area. This includes determining where and how development could occur, but also how much can be supported, specifically related to the functional realities of the parking needs for each proposed building and use. All of these factors are dramatically impacted by the information we gleaned since March. Again, since significant information that impacts the overall development feasibility, yield, and potential phasing, has come to light since the March 2018 Conceptual Plan was presented, the notion of creating a single "preferred" plan would not appear to be possible nor prudent since there are several distinct future routes to overcome, based on the factor identified. Instead, we are proposing that three plan alternatives be prepared with very clear and distinct parameters for each alternative. The three plan alternatives will provide the City with flexibility based on the future status of the RFTA ROW, with one specifically (Alternative B) being the most far reaching yet the one with the greatest potential outcome and benefit.

Alternative A – This alternative will be based on the pre-RFTA agreement ROW width of 55' and zero residential setback from the RFTA ROW. This would be a refinement of the Conceptual Master Plan presented at the March 2018 public meetings. This alternative could be considered the "middle ground" alternative in terms of development yield and achieving the overall community-desired character for the area.

Alternative B – This alternative will consider the potential future elimination of the RFTA ROW, i.e. removal of the berm entirely from 8th Street to the UPRR ROW. This plan is anticipated to have the maximum amount of developable area for private development.

Alternative C – This alternative will show the RFTA ROA at 100' wide and again with the assumption of a zero setback from the RFTA ROW for residential development. This plan is anticipated to have the least amount of developable area for private development.

In order to include all of the above elements into the AWP document, we estimated it will require an additional \$32,000 in effort. Since we feel we should have been more proactive in engaging the City in addressing our concerns about multiple iterations of disclosures regarding new factors that significantly impacted the development of a viable reuse plan that was substantially completed, we have decided to only request an additional \$25,000 to complete the work defined in this addendum. We feel this amount is fair and will allow us to create a final document that meets the U.S. EPA requirements and provides the City with a greatly enhanced set of plans and supporting documentation to aid in decision-making moving forward. We realize the number of moving factors related to how the Confluence area ultimately undergoes redevelopment will likely continue, so having feasible yet flexible plan options, based on the detailed technical realities as we have been able to define them to-date, will make the final AWP report the most useful for the City.

We have one remaining trip to Glenwood Springs to present the final AWP plan recommendations budgeted in our base contract scope of work. Presentation and review of the alternatives described in this scope of work addendum are proposed and budgeted as video conference presentations. If the City desires additional in-person meetings, they would require an additional \$1,575.00 per trip to cover travel expenses.

Best Regards,



Sean C. Garrigan, RLA, AICP, ASLA
Principal
Stromberg/Garrigan & Associates, Inc.



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: Downtown Parking

Action Requested:

1. Direct staff to bring back suggested changes in the residential parking regulations;
2. Direct staff to further research paid parking on a small or larger scale. Implementing paid parking throughout the entire downtown will be challenging next year due to the 7th Street Project.

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: **History of Downtown Parking:**

In 1980, the City of Glenwood Springs approved the General Improvement District (GID). The GID is a redevelopment tool that has allowed downtown Glenwood Springs to thrive by eliminating the requirement for parking for businesses located within it. The map of the GID is included as Attachment A.

At the time the GID was created, it was to help provide:

1. Parking and off-street parking facilities including, but not limited to structures;
2. Acquisition or lease of necessary land or interests therein, and improvements thereto in connection with said facilities;
3. Other incidental and appurtenance facilities and improvements designed to provide parking and improve the convenience of the District area; and,
4. Landscaping, beautification and pedestrian improvements.

The mill levy for 2018 was 2.1380 and the estimated revenue for 2019 was \$42,500. The estimated fund balance for 2019 is \$70,000, though it may be closer to \$100,000. The City has used these funds to cover part of the cost for landscaping and beautification in the GID area, such as purchasing and watering flowers. In 2017, it was determined that these funds should be reserved for parking as the costs to maintain downtown grew larger than the GID could support.

While the GID has greatly assisted in the revitalization, parking assets for downtown residents and businesses have fallen behind demand. Downtown businesses and residents feel acutely the lack of convenient parking, though there is sufficient parking a few blocks from the core of downtown.

In order to help residents that live in the core of downtown park near their homes, the City of Glenwood Springs does have a downtown residential parking permit. The areas eligible for issuance of residential parking permits are:

- Pitkin Avenue – 800 and 900 blocks

- Colorado Avenue – 700, 800, and 900 blocks
- Grand Avenue – 700, 800, and 900 blocks
- Cooper Avenue – 700, 800, and North half of 900 block (addresses 900 thru 916)
- Blake Avenue – 700 block
- 7th St – 200, 300, and 400 blocks
- 8th St – 100, 200, 300, and 400 blocks
- 9th St – 100, 200, 300, and 400 blocks
- 10th St – 200 block

Attachment B maps the areas allowed for residential parking permits. Residents who live in these areas can currently apply for up to two residential permits and one guest permit. Permittees can only use this permit for parking in the block in which they reside, unless staff determines there is an extenuating circumstance that does not allow parking in the block of the residence. Permittees are exempt from two-hour parking regulations but are unable to park in 15-minute or 30-minute parking zones or in handicap parking spaces. Attachment C are the current guidelines for residential parking.

Problems with Downtown Parking:

While the GID did spur redevelopment downtown and added to the overall vibrancy of our community by encouraging housing options in the downtown core, it has shrunk the available parking for residents and visitors. As the number of visitors and residents grow, vehicles either get pushed further into residential neighborhoods or remain parked for days in prime parking. If Council wants to ensure that parking remains open for businesses, then changes to the current system will have to take place.

Possible Solutions:

1. Limiting Residential Parking Permits

Offering up to three residential parking permits per household in the downtown area for free is an excellent benefit we provide to our core downtown residents. However, as the downtown has grown this practice should be reexamined. Possible solutions could be:

- a. Charging a nominal fee for parking passes (up to \$20 per pass). This would create revenue for a future parking fund and encourage households to park further from the downtown core.
- b. Eliminating the option of a guest parking pass.
- c. Providing only one permit per household.

1. **Paid Parking**

- a. The City could implement paid parking throughout the entire downtown core. This could be done using a combination of pay stations and parking apps such as [Passport Parking](#). Modest hourly fees of up to \$2-3 an hour would encourage turnover. Council could decide to exempt residential passholders from this cost if desired, but that would encourage residents to park in prime retail locations.
- b. The City could decide to limit paid parking in specific parking assets only to encourage turnover in high traffic areas, i.e. parking along streets or in parking lots such as Grand Avenue, Cooper Avenue, or the City controlled area of the parking lot at 7th and Colorado Avenue (Attachment D.)
- c. The City could identify specific parking assets and not allow the use of a residential parking pass.

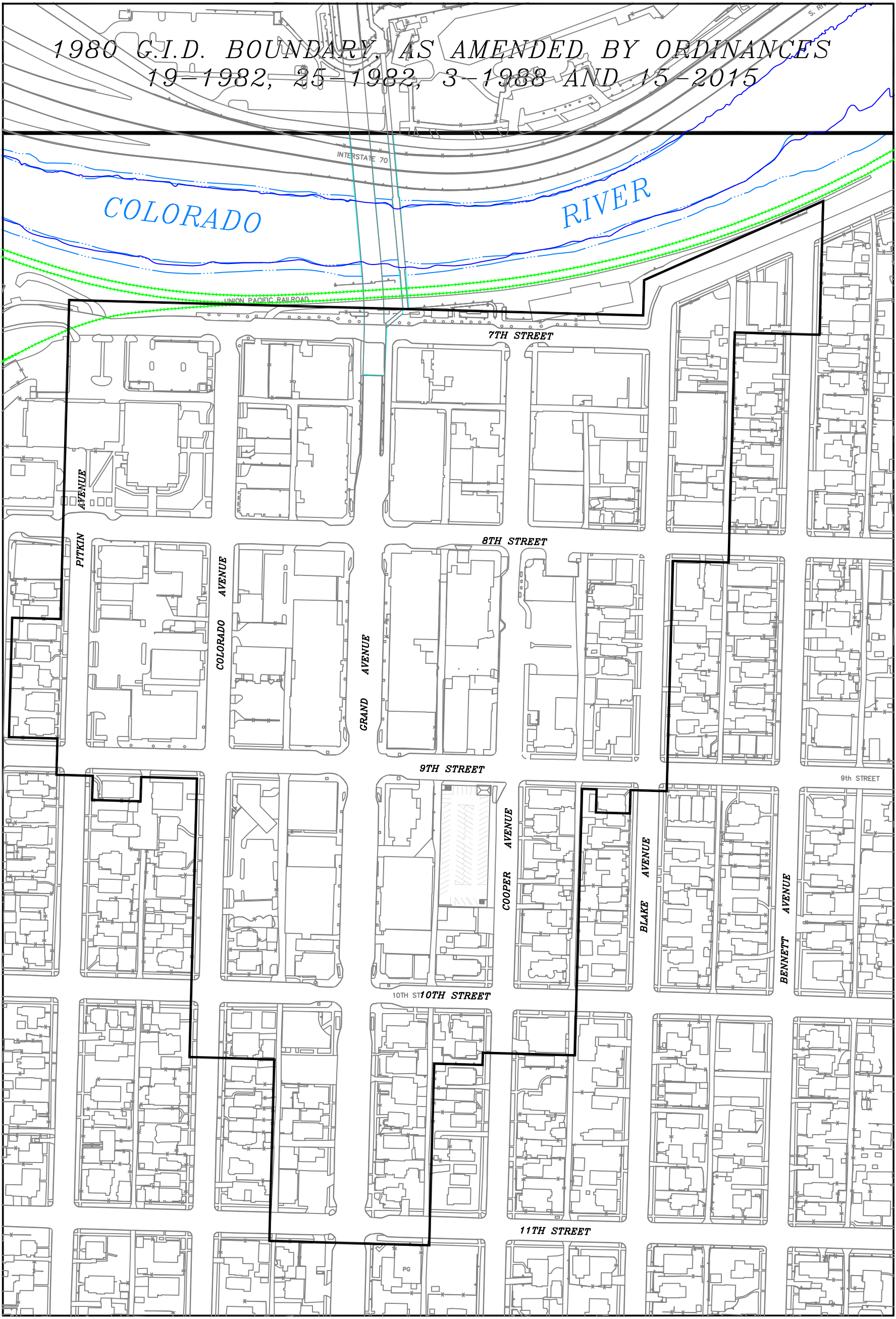
Parking fees would be dedicated to a parking fund to cover the costs of enforcement, maintenance for parking garages, and for planning for future parking.

Council should keep in mind that many of our downtown residents either purchased or rented their homes in these areas with an understanding that they could have free, unlimited parking on their block on a first come first served basis and they will likely be dissatisfied with any changes.

Issues:

Staff Recommendation:

1980 G.I.D. BOUNDARY, AS AMENDED BY ORDINANCES
19-1982, 25-1982, 3-1988 AND 15-2015





Eligible Residential Parking Permit Areas



0 120 240 Feet

This map was produced by the Engineering Department.
 Use of this map should be for general purposes only.
 City of Glenwood Springs does not warrant the accuracy
 of the data contained herein.
 Phone - 970-384-6439 <http://www.gwsco.gov/>
 Author: JKoenig, Date: 10/25/18

N:\GIS\GIS_Projects\Engineering\Transportation\Parking\ResidentialParkingPermits_102518.pdf

CITY OF GLENWOOD SPRINGS POLICE DEPARTMENT

101 W. 8th Street, Glenwood Springs, CO 81601
Phone (970) 384-6500 Fax (970) 928-0162
www.glenwoodpolice.com

Policies for Issuance and Use of Free Residential Parking Permits

1. The areas eligible for issuance of residential parking permits will be as follows:
 - Pitkin Avenue – 800 and 900 blocks
 - Colorado Avenue – 700, 800, and 900 blocks
 - Grand Avenue – 700, 800, and 900 blocks
 - Cooper Avenue – 700, 800, and North half of 900 block (addresses 900 thru 916)
 - Blake Avenue – 700 block
 - 7th St – 200, 300, and 400 blocks
 - 8th St – 100, 200, 300, and 400 blocks
 - 9th St – 100, 200, 300, and 400 blocks
 - 10th St – 200 block
2. Up to two (2) resident permits and one (1) guest permits will be issued to each legal dwelling unit with an address within the eligible area. (Permits will not be issued to business owners or employees who do not live at the place of business.)
3. A legal dwelling unit can be a single family residence, townhome, residential condominium, apartment unit, duplex/triplex unit, or accessory dwelling unit.
4. Parking permits will be valid for a time period specified on the permit. Initial parking permits will be valid for a period between 6 and 12 months, depending upon the location. Renewal permits will be issued for the subsequent 12-month period. Permits may be renewed anytime within 30 days prior to the expiration of the permit. Old permits must be turned in to the City concurrently with the issuance of a new permit. (This idea is intended to stagger the renewal time so that not all permits are up for renewal at the same time.)
5. A database of addresses eligible for a parking permit will be developed. Applicants for a residential parking permit (including renewal of a permit) will be required to present proof of residency within the permit area by presenting documentation verifying their place of residence, such as a current drivers license, current lease agreement, utility (water, sewer, gas, etc.) bill, etc. Applicants will also be required to furnish a copy of the vehicle registration(s) indicating the license plate number(s) of the vehicle(s) on which the residential permit will be displayed. Permits will not be issued for improperly licensed vehicles.
6. Parking permits will be designated for use only in the block in which the resident lives (for example: someone who lives at 888 Pitkin Ave will receive a permit to

CITY OF GLENWOOD SPRINGS POLICE DEPARTMENT

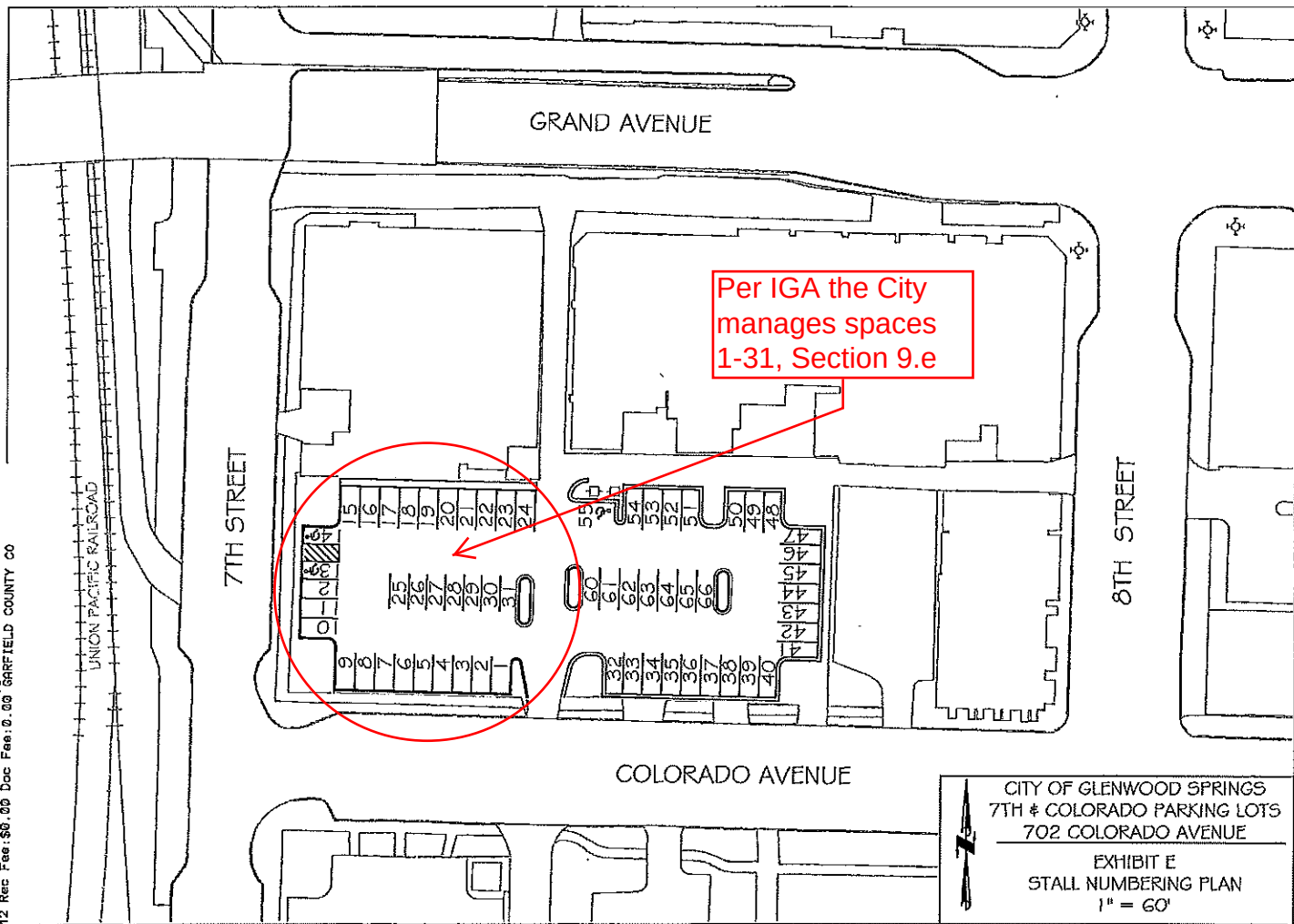
101 W. 8th Street, Glenwood Springs, CO 81601
Phone (970) 384-6500 Fax (970) 928-0162
www.glenwoodpolice.com

park anywhere in the 800 block of Pitkin Ave). The valid block will be indicated on the permit. Parking permits will not be issued for specific parking spaces, but instead will be valid for any space in the designated block. Specific parking spaces will not be reserved.

7. Where extenuating circumstances make it infeasible for a resident to park within the block in which they live, a permit may be issued for use in a designated adjoining block of parking lot.
8. A \$10.00 fee will be charged for replacement of a lost residential or guest parking permit.
9. Parking permits shall be displayed on the rearview mirror (or other prominent location as near as possible to such location) clearly visible to parking enforcement officers. Display of residential parking permit will exempt a vehicle from 2-hour parking restrictions. Permits are not valid in 15-minute or 30-minute parking zones or in handicap parking spaces.
10. Parking permits shall not be sold or leased. Residential parking permits may be used only by the residents of dwelling units within the eligible area.
11. Parking permits remain the property of the City and shall be returned to the City upon request. When a resident moves from the parking permit area, the permit shall be returned to the City.
12. Guest permits shall not be sold or leased. Guest permits may be loaned to visitors for use only while the guest is visiting the host address. Guest permits may be used for no more than 5 consecutive days and for no more than 10 days total in any given month.
13. Permits will be available from the Police Dept at City Hall (Garden Level, 101 W 8th St), or through the Police Website at www.glenwoodpolice.com.
14. Improper use of parking permits will be grounds for revocation of the permit. Vehicles displaying revoked permits will be subject to issuance of a citation as if no parking permit were displayed.

For any questions not answered by this document, please contact the City's Transportation Manager in the Engineering Department by calling (970) 384-6437, or contact the Police Department's front desk staff during normal business hours by calling (970) 384-6500 or email: pdclerk@glenwoodpolice.com.

Reception#: 902169
01/10/2018 02:29:16 PM Jean.Riberico
11 of 12 Rec Fee: \$0.00 Doc Fee: \$0.00 GARFIELD COUNTY CO





City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item:	Tourism and Promotion Board
Action Requested:	The Tourism Board will attend to discuss the implication of the transfer of funds from Tourism to A&I that is under consideration.
Department:	City Administration
Presented By:	Debra Figueroa, City Manager Lisa Langer
Background Info:	The current budget draft has \$60,000 being transferred out of Tourism and into A&I to help fund maintenance in our downtown area. This is an opportunity to discuss it in further detail so Council can make a final determination in the evening meeting during the budget adoption agenda item.
Issues:	City Charter requires that Council adopt the budget no later than the first meeting in November. If Council would like to direct staff to reverse the transfer in the 2019 budget we need to know that tonight. Any decision made can be changed by Council with a re-appropriation resolution during 2019.
Staff Recommendation:	Staff defers to Council.

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

DATE: October 26, 2018
TO: Mayor and Council, City of Glenwood Springs
FROM: Karl Hanlon, City Attorney
RE: Use of Tourism Fund/Accommodation Tax

This memo and attachments is to address is the uses of the Accommodations Tax originally passed in 1985 and which is held in the Tourism Promotion Fund by the City. In 2006, I opined on the same subject and I'm attaching that memo which contains the crux of the legal analysis that Council has broad discretion in how it uses the accommodation tax funds.

In 2006 via Resolution 2006-18 the City Council adopted a policy whereby 80% (but not less than \$500,000) of revenue would be used for tourism promotion, 20% for Tourism Grants, and that there would be a 30% reserve. Categories of eligible Grants included Tourism Promotion, Special Events, Beautification, and Capital projects. That Resolution was subsequently amended in 2007 via Resolutions 2007-14, 2009-21, 2010-21, and 2012-2. The 2012 resolution amended the split to 92.5% and 7.5%. (Copies of Resolution 2006-18 and amendments attached).

Again, my opinion has not changed since 2006. Council has broad discretion on how to use the tourism accommodation funds and that the current proposed use for downtown maintenance is well within the auspice is of the language contained in Glenwood Springs Municipal Code Section 040.010.040 (c) (2) e. 5. which provides: "*Contracting for those services and materials as may be incidental, necessary and appropriate to the accomplishment of the purposes of the Fund, including but not limited to administrative, secretarial, clerical or professional services deemed necessary*", and the terms of Resolution 2006-18, as amended.

Enclosures: Memo dated 3/16/2006
Reso. 2006-18
Reso. 2007-14
Reso. 2009-21
Reso. 2010-21
Reso. 2012-28



CITY OF GLENWOOD SPRINGS

OFFICE OF THE CITY ATTORNEY

DATE: MARCH 16, 2006

TO: CITY COUNCIL

FROM: KARL J. HANLON

RE: ACCOMMODATIONS TAX/ TOURISM PROMOTION FUND

Issue: What are the permissible uses of the Accommodations Tax?

Answer: Pursuant to Ordinance 10, Series of 1985 as amended in 1987, 1994 and 2000 the permissible uses of the Accommodations Tax are very broad ranging from advertising to capital construction provided that whatever City Council determines the tax revenue is to be spent on is reasonably related to promoting tourism within Glenwood Springs.

Analysis:

A. History of the Accommodations Tax

On December 18, 1984 an Initiative Petition was filed with the City of Glenwood Springs (City) to hold an election on the issue of establishing an accommodation tax and fixing the use of the revenues from that tax. On January 24, 1985 City Council accepted the initiative petition and by Resolution 85-4 set the matter for a special election on February 26, 1985. The election was successful and by Ordinance 10, Series of 1985 Council adopted by reference the text from the initiative into the Municipal Code.

Subsequently the tax was renewed in 1987 and 1994. An initiative petition to extend the tax to attractions failed in 1992. Most recently the tax was renewed and increased to 2.5% in 2000. The following is the current code language related to the use of the tax revenues:

(c) Accommodations tax.

(1) Receipts; disposition. All accommodations tax monies collected or remitted shall be credited to the separate Tourism Promotion Fund (as described in Paragraph 2 below), and shall be kept separate and distinct from the General Fund or any other separate funds maintained by the City.

(2) Tourism Promotion Fund; creation, nature, purpose.

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

b. The Fund shall consist of:

1. All monies deposited or transferred thereto in accordance with Paragraph (1) above;
2. Contributions of money, property or services received for use in carrying out the purposes of the Fund from any state, state agency, county, municipality, federal agency, person, corporation or association; and
3. All monies otherwise made available to the Fund from whatever source.

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

d. All appropriation of monies of the fund shall be made by the City Council. (A 19-89 §4)

e. The monies of the Fund may be budgeted, appropriated and expended only for the following purposes:

1. Planning and implementing the advertisement, promotion and development of tourism in the City;
2. Tourism advertising, written and graphic materials and cooperative and matching promotional programs;
3. Gathering and disseminating information on the tourist industries and attractions of the City;
4. Purchasing such equipment, materials and supplies as shall be necessary to be used solely for tourist promotion;
5. Contracting for those services and materials as may be incidental, necessary and appropriate to the accomplishment of the purposes of the Fund, including but not limited to administrative, secretarial, clerical or professional services deemed necessary;
6. Attracting conferences, conventions and meetings of a commercial, cultural, educational or social nature to the Glenwood Springs area; and
7. Defraying administrative and clerical costs of collecting and administering the tax. (Ad 10-85 §2[D])

(GSMC 040.010.040(c) Purpose of tax; use of proceeds)

The above is the same language as in the 1984 Initiative Petition with the exception of a change made to C.2.d in 1989 removing a reference to a Tourism Board, which had been created in 1984 and was originally charged with making recommendations to Council regarding the use of the tax revenues. (See 1984 Initiative Petition). Subsequent renewals have only extended or increased the Accommodations Tax. Also, since the original tax was the subject of an initiative petition there is no legislative history.

The 1984 Initiative Petition contained the following statement of intent:

- (A) Tourism is vital to the general welfare, economic well being, and employment opportunities of the citizens of Glenwood Springs. The continued health and expansion of tourism as an industry in Glenwood Springs requires a continuing investment in the planning, promotion, and development of Glenwood Springs as a quality tourist and travel destination.

- (B) It is declared to be the policy of this City to guide, stimulate and promote the coordinated, efficient, and beneficial development of tourism in Glenwood Springs. It is further the policy of this City to provide a long-term, continuing investment in tourism and to support such investment by a separate fund financed by an accommodation tax as provided for herein.
- (C) The legislative intent in enacting this Ordinance is to impose a tax upon the leasing or renting of rooms or other accommodations in commercial lodging accommodations by transient persons. Such tax shall be paid by the person to whom the accommodations are rented and shall be collected by the person from whom the accommodations are rented.

(1984 Initiative Petition, Section 2)

Finally, on occasion both Council and members of the tourism industry have remarked that the money generated by the Accommodations Tax is “their” (the tourists industry’s) money. If this is the case then by the same logic those generators of sales tax revenue should determine the use those funds, i.e., Glenwood Meadows, the Glenwood Mall etc., should be submitting budgets for Council’s approval for the use of sales tax dollars. If the industry believes that it should have absolute control over the funds spent on tourism within the community then they have the ability to form a business association and collect dues and spend the money as they wish. The City Council always has the power to repeal the Accommodations Tax and leave tourism planning, promotion and development in the hands of the industry.

B. Permitted Uses

The list of seven categories of permitted uses for the tax revenues identified in subsection C.2.e has both specific and broad direction. C.2.e.2 and 3 are specific regarding advertising materials both gathering the necessary data and disseminating that information is a permissible use of the tax revenue. Similarly, C.2.e.7 is specific regarding administrative costs incurred by the City.

C.2.e.1, 4, 5 and 6 are far broader in scope. For example C.2.e.1 purposes include “Planning and implementing the advertising, promotion and development of tourism.” The terms are not defined in the Municipal Code or the 1984 Initiative accordingly other sources need to be used to ascertain the scope the terms include. Clearly all monies spent must be related to tourism but the inclusion of “advertising, promotion and development” implicates that while advertisement is a permitted it is not the exclusive permitted use of the tax revenue. Promotion and development are far greater in scope than advertising.

Historically, the tax revenue has been used for a variety of purposes beyond simple advertising. Special event grants have regularly been part of the budget, as has the use of the tax revenue for the annual City fireworks display. Tourism is the only defined term applicable to this section. Tourism is defined as “*Tourism* means the guidance, management, promotion, encouragement or accommodation of persons who are traveling for recreation, pleasure or culture.” GSMC 040.010.010. The generally accepted definitions of promotion and development also bear this out. Promotion is defined as:

1. The act of promoting or the fact of being promoted; advancement. 2. Encouragement of the progress, growth, or acceptance of something; furtherance. 3. Advertising; publicity.

Promote is defined as:

1a. To raise to a more important or responsible job or rank. b. To advance (a student) to the next higher grade. 2. To contribute to the progress or growth of; further. See synonyms at **advance** 3. To urge the adoption of; advocate: *promote a constitutional amendment*. 4. To attempt to sell or popularize by advertising or publicity: *commercials promoting a new product*. 5. To help establish or organize (a new enterprise), as by securing financial backing: *promote a Broadway show*.

Development is defined as:

1. The act of developing. 2. The state of being developed. 3. A significant event, occurrence, or change. 4. A group of dwellings built by the same contractor. 5. Determination of the best techniques for applying a new device or process to production of goods or services.

Develop is defined as:

1. To bring from latency to or toward fulfillment: *an instructor who develops the capabilities of each student*. 2a. To expand or enlarge: *developed a national corporation into a worldwide business*. b. To aid in the growth of; strengthen: *exercises that develop muscles*. c. To improve the quality of; refine: *develops his recipes to perfection; an extra year of study to develop virtuosic technique*. 3a. To cause to become more complex or intricate; add detail and fullness to; elaborate: *began with a good premise but developed it without imagination*. b. Music To elaborate (a theme) with rhythmic and harmonic variations. 4a. To bring into being gradually: *develop a new cottage industry*. b. To set forth or clarify by degrees: *developed her thesis in a series of articles*. 5a. To come to have gradually; acquire: *develop a taste for opera; develop a friendship*. b. To become affected with; contract; *developed a rash; developed agoraphobia*. 6. To cause gradually to acquire a specific role, function, or form, as: a. To influence the behavior of toward a specific end: *an investigator who develops witnesses through flattery and intimidation*. b. To cause (a tract of land) to serve a particular purpose: *developed the site as a community of condominiums*. c. To make available and effective to fulfill a particular end or need: *develop the state's water resources to serve a growing population*. d. To convert or transform: *developed the play into a movie*. 7. Games To move (a chess piece) to or toward a more strategic position. 8a. To process (a photosensitive material), especially with chemicals, in order to render a recorded image visible. b. To render (an image) visible by this means.

The above definitions were taken from the American Heritage Dictionary of the English Language, Fourth Edition. The definitions help to clarify what is intuitive regarding the intent of C.2.2.1 that the tax revenue is to be used to increase tourism. While promotion tends to implicate the use of publicity this is not a limiting term. Development is the most expansive of the three operative words the best fit being to “expand or enlarge.” Accordingly, any use of the tax revenues intended to expand or enlarge tourism is permissible.

Subsections C.2.e.4 and 5 open up a wide range of permitted uses including equipment, materials and services which are in furtherance of the purposes of the tax. Subsection C.2.e.5 is particularly broad in scope in that it lists use as “including but not limited to.” Again, the intent developing tourism is the guiding factor in the uses identified. This is also consistent with the expression of intent contained in Section 2 of the 1984 Initiative Petition.

Conclusion:

Based on the above it is my opinion that Council has broad discretion and pursuant to Subsection C.2.d a responsibility to determine what are appropriate uses of the tax revenue generated by the Accommodations Tax. This would include but not be limited to capital

improvements, property acquisitions, professional services, equipment, and advertising provided that Council made a finding that the expenditure was for “the planning, promotion and development of Glenwood Springs as a quality tourist and travel destination.” (See 1984 Initiative Petition Section 2.) Examples of uses might include master planning the Highway 6 & 24 corridor for redevelopment, funding signage for historic sites, acquiring historic sites for preservation, acquiring property to develop tourist amenities on, developing those amenities, contracting for cleaning services in the downtown, downtown or city wide beautification, and special event funding as well as dedicated advertising campaigns. The foregoing is intended to demonstrate the wide range of permitted uses and is not intended to suggest any specific use, as that is Council’s decision.

① recd 1/7/85 PS OK (19)

Exhibit A

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign any initiative or referendum petition with a name other than his or her own, or to knowingly sign his or her name more than once for the same measure or to knowingly sign such petition when not a qualified elector.

DO NOT SIGN THIS PETITION UNLESS YOU ARE A
QUALIFIED ELECTOR

TO BE A QUALIFIED ELECTOR, YOU MUST BE A RESIDENT OF THE
CITY OF GLENWOOD SPRINGS AND BE REGISTERED TO VOTE.

Do not sign this petition unless you have read or had read to you the proposed initiative measure or the summary of an initiated measure in its entirety and understand its meaning.

SUMMARY OF PROPOSED ORDINANCE

This is an Ordinance of the City of Glenwood Springs, Colorado, to provide for the imposition of a 1½% (One-and-one-half percent) Accommodations Tax upon the leasing or renting of rooms or other accommodations in commercial lodging establishments by transient persons, to provide for the creation of a separate fund for deposit of said Accommodation Tax receipts, and to provide that said Fund may be expended only for the purpose of promoting tourism, as set forth in the Ordinance. This Ordinance also provides that the City Council of Glenwood Springs shall, by separate Ordinance, provide for the appropriate administrative and enforcement provisions for the proposed tax, consistent with the existing scheme of the City Sales Tax. The tax imposed by this Ordinance shall be automatically repealed effective 12:01 A.M., January 1st, 1988.

INITIATIVE PETITION

TO THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS:

We, the undersigned citizens and qualified electors of the City of Glenwood Springs, Colorado, do hereby request that the following proposed Ordinance be submitted to the qualified electors of the City of Glenwood Springs, Colorado, for their approval or rejection at the next regular or special election of the City of Glenwood Springs pursuant to Article V of the Charter of the City of Glenwood Springs:

"THE CITY COUNCIL OF GLENWOOD SPRINGS, COLORADO, ORDAINS:

"Section 1. TITLE: This Chapter shall be known and may be cited as "The Accommodations Tax Ordinance."

"Section 2. POLICY- INTENT OF CHAPTER: (A) Tourism is vital to the general welfare, economic well-being, and employment opportunities of the citizens of Glenwood Springs. The continued health and expansion of tourism as an industry in Glenwood Springs requires continuing investment in the planning, promotion, and development of Glenwood Springs as a quality tourist and travel destination.

(B) It is declared to be the policy of this City to guide, stimulate and promote the coordinated, efficient, and beneficial development of tourism in Glenwood Springs. It is further the policy of this City to provide a long-term, continuing investment in tourism and to support such investment by a separate fund financed by an accommodation tax as provided for herein.

(C) The legislative intent in enacting this Ordinance is to impose a tax upon the leasing or renting of rooms or other accommodations in commercial lodging accommodations by transient persons. Such tax shall be paid by the person to whom the accommodations are rented and shall be collected by the person from whom the accommodations are rented.

"Section 3. DEFINITIONS: As used in this Chapter, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(A) "Accommodation" means the providing of a room, space, lodging service, or other accommodations at a taxable premises to any person who, for consideration, uses or possesses such room, space, lodging service, or other accommodation for a total continuous duration of less than thirty consecutive calendar days.

(B) "Fund" means the Glenwood Springs Tourism Promotion Fund created in Section 6.

(C) "Purchaser" means any natural person, or legal entity acting through a natural person, to whom accommodations are provided.

(D) "Rent" means the consideration received, or compensation charged, for the providing of accommodations.

(E) "Taxable premises" means any hotel, apartment-hotel, motel, guest home, condominium, townhome, trailer court, campground, lodge, or motor lodge, or bed and breakfast establishment.

(F) "Tourism" means the guidance, management, promotion, encouragement, or accommodation of persons who are traveling for recreation, pleasure, or culture.

(G) "Vendor" means any natural person or business entity that provides accommodations for rent at a taxable premise.

"Section 4. IMPOSITION OF TAX: (A) There is hereby imposed an accommodations tax of $1\frac{1}{2}\%$ (one and one-half percent) upon the rent paid or charged for accommodations as defined in Section 3 (A) provided by a vendor to a purchaser at a taxable premises.

(B) The tax imposed by this Ordinance shall be automatically repealed at 12:01 A.M. on January 1st, 1988.

"Section 5. RECEIPTS; DISPOSITION: All monies collected or remitted in accordance with this Ordinance shall be credited to the separate fund created by Section 6, and shall be kept separate and distinct from the General Fund or any other separate funds maintained by the City.

"Section 6. TOURISM PROMOTION FUND--CREATION-NATURE-PURPOSE: (A) There is hereby created a special separate fund to be known as the Glenwood Springs Tourism Promotion Fund. Said fund shall be separate and distinct from any other funds or accounts used or maintained by the City for any other purposes. The monies of said fund shall be expended only for the purposes set forth herein and no others, and shall be expended as provided for herein.

(B) The Fund shall consist of:

- (1) all monies deposited or transferred thereto in accordance with Section 5 of this Ordinance;
- (2) contributions of money, property, or services received for use in carrying out the purposes of the Fund from any state, state agency, county, municipality, federal agency, person, corporation, or association;
- (3) all monies otherwise made available to the Fund from

whatever source.

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

(D) All appropriation of monies of the Fund shall be made by the City Council. The City Council shall be advised and guided in its appropriations by an annual budget prepared by the Glenwood Springs Tourism Board in accordance with Section 020.020.030 of the Glenwood Springs Municipal Code, 1983 Edition.

(E) The monies of the Fund may be budgeted, appropriated, and expended only for the following purposes:

(1) planning and implementing the advertisement, promotion, and development of tourism in Glenwood Springs;

(2) tourism advertising, written and graphic materials, and cooperative and matching promotional programs;

(3) gathering and disseminating information on the tourism industries and attractions of Glenwood Springs;

(4) purchasing such equipment, materials, and supplies as shall be necessary, to be used solely for tourist promotion;

(5) contracting for those services and materials as may be incidental, necessary, and appropriate to the accomplishment of the purposes of the Fund, including but not limited to administrative, secretarial, clerical, or professional services deemed necessary;

(6) attracting conferences, conventions, and meetings of commercial, cultural, educational, or social nature to the Glenwood Springs area;

(7) defraying administrative and clerical costs of collecting and administering the tax.

"Section 7. IMPLEMENTATION: The specific procedures for collection, reporting, enforcement, violations, penalties, and other matters incident to the administration of the tax imposed by this Ordinance shall be established by a separate ordinance enacted by the City Council upon the passage of this Ordinance by the voters. Such separate ordinance shall provide for administrative procedures which shall conform to existing City sales tax procedures.

"Section 8. EFFECTIVE DATE: This Ordinance shall become effective, and the tax imposed by this Ordinance shall be imposed and collected immediately upon the approval of this Ordinance by the voters."

STATE OF COLORADO)
COUNTY OF GARFIELD) ss. AFFIDAVIT OF CIRCULATOR

Samuel W. Cox, hereinafter called the Affiant, being first duly cautioned and sworn according to law, deposes and swears as follows:

1) Affiant is a qualified elector of the City of Glenwood Springs, residing at 3316 S. Grand Ave., and that he is registered to vote in the City of Glenwood Springs;

2) Affiant circulated the petition to which this Affidavit is attached;

3) Each signature on said Petition was affixed in the presence of Affiant;

4) Each signature on said petition is the signature of the person whose name it purports to be;

5) To the best of the knowledge and belief of Affiant each of the persons signing said petition was, at the time of the signing, a qualified elector of the City of Glenwood Springs;

6) Affiant has neither received nor entered into any contract whereby in the future he will receive any money or thing of value in consideration of or as an inducement to the circulation of such petition by Affiant;

7) Affiant has not paid or will not in the future pay and that he believes that no other person has so paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix his/her signature to such petition.

FURTHER AFFIANT SAYETH NAUGHT.

Samuel W. Cox
AFFIANT

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing AFFIDAVIT OF CIRCULATOR was acknowledged before me this 7th day of January, 1985, by

Witness my hand and seal.

My commission expires: _____

Lamona Harris-Scott
Notary Public

✓ Angela Torozzi
Signature
Angela Torozzi
Printed Name

12-21-84
Date

3405 SO. Grand
Address
G.W.S.
City

✓ Donald A. Buchholz
Signature
DONALD A. BUCHHOLZ
Printed Name

12/21/84
Date

3405 S. Grand Ave
Address
GWS
City

✓ Edward E. Gibson
Signature
EDWARD E. GIBSON
Printed Name

12-24-84
Date

1210 MIDLAND #15
Address
G.W.S.
City

✓ James Carl Setters
Signature
JAMES CARL SETTERS
Printed Name

12-24-84
Date

2422 N. 24th Ln #25 GWS
Address
G.W.S.
City

✓ Nicholas J. Newton
Signature
NICHOLAS J. NEWTON
Printed Name

12-25-84
Date

PO Box 1792
Address
2510 BLAKE AVE
GLENWOOD SP CO
City

✓ James E. Golden
Signature
JAMES E. GOLDER
Printed Name

12-25-84
Date

6968 Hwy. 82 #11 G.S. CO.
Address
G.S.
City

✓ RM Buckmaster
Signature
RM Buckmaster
Printed Name

12/25/84
Date

1210 Midland Ave Glenw. 1577
Address
City

✓ John C. Oulund
Signature
JOHN C. OULUND
Printed Name

12-26-84
Date

910 BENNETT AVE
Address
G.S.
City

✓ Joan Dunbar
Signature
Joan Dunbar
Printed Name

12-26-84
Date

51413 Hwy 6 #11
Address GWS/CO-8
City

✓ Sheryl L. Brake
Signature
Sheryl L. Brake
Printed Name

12-27-84
Date

823 N. TOWER TRAIL
Address
G.S.
City

RESOLUTION NO. 85-4

A RESOLUTION OF THE CITY COUNCIL ACCEPTING
AN INITIATIVE PETITION FOR THE ESTABLISHMENT
OF AN ACCOMMODATIONS TAX AND TOURISM FUND
AND SUBMITTING THE INITIATED ORDINANCE TO
THE VOTERS.

WHEREAS, an initiative petition proposing an accommodations tax and tourism fund was submitted to the City Clerk on January 7, 1985, a copy of which petition is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Clerk has duly canvassed the signatures contained on the petition; and

WHEREAS, the City Clerk has determined that 115 signatures are necessary on the petition and that the petition contains 147 valid signatures, all of which were affixed to the petition within 21 days of the submission of the petition to the City; and

WHEREAS, the City Clerk submitted the petition to the City Council on January 17, 1985; and

WHEREAS, City Council has determined the petition to be in compliance with all requirements of the City Charter and laws; and

WHEREAS, the City Council acknowledges that, because the petition proposes a new form of sales taxation, it is necessary that this matter be submitted for the approval of the voters in accordance with Charter Section 11.1.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS RESOLVES:

Section 1. The initiative petition attached hereto as Exhibit A is hereby accepted by the City Council.

Section 2. The initiated ordinance shall be submitted to a vote of the people on February 26, 1985, which vote shall be conducted as a special election pursuant to Section 2.4 of the City Charter and the Colorado Municipal Election Code of 1965.

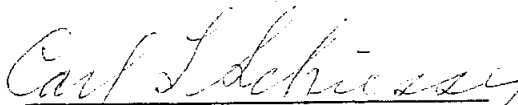
Section 3. The wording to be included on the ballot at said election shall be as follows:

Shall the City of Glenwood Springs, Colorado adopt an ordinance to provide for the imposition of a 1½% accommodations tax upon the leasing or renting of rooms or other accommodations in commercial lodging establishments by transient persons, to provide for the creation of a separate fund for deposit of said accommodation

tax receipts, and to provide that said fund may be expended only for the purpose of promoting tourism. The ordinance shall also provide that the City Council of Glenwood Springs shall, by separate ordinance, provide the appropriate administrative and enforcement provisions for the proposed tax, consistent with the existing scheme of the City sales tax. The tax imposed by the ordinance shall be effective immediately upon approval by the voters and automatically repealed effective 12:01 a.m. January 1, 1988.

INTRODUCED, READ AND PASSED THIS 24TH DAY OF JANUARY, 1985.

CITY OF GLENWOOD SPRINGS


Carl L. Schiesser, Mayor

ATTEST:


Pamela K. Smith, City Clerk

④ recd 11/7/85 PS 11/19/85

Exhibit A

WARNING:

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DO NOT SIGN THIS PETITION UNLESS YOU ARE A
QUALIFIED ELECTOR

TO BE A QUALIFIED ELECTOR, YOU MUST BE A RESIDENT OF THE
CITY OF GLENWOOD SPRINGS AND BE REGISTERED TO VOTE.

Do not sign this petition unless you have read or had read to you the proposed initiative measure or the summary of an initiated measure in its entirety and understand its meaning.

SUMMARY OF PROPOSED ORDINANCE

This is an Ordinance of the City of Glenwood Springs, Colorado, to provide for the imposition of a 1½% (One-and-one-half percent) Accommodations Tax upon the leasing or renting of rooms or other accommodations in commercial lodging establishments by transient persons, to provide for the creation of a separate fund for deposit of said Accommodation Tax receipts, and to provide that said Fund may be expended only for the purpose of promoting tourism, as set forth in the Ordinance. This Ordinance also provides that the City Council of Glenwood Springs shall, by separate Ordinance, provide for the appropriate administrative and enforcement provisions for the proposed tax, consistent with the existing scheme of the City Sales Tax. The tax imposed by this Ordinance shall be automatically repealed effective 12:01 A.M., January 1st, 1988.

INITIATIVE PETITION

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"THE CITY COUNCIL OF GLENWOOD SPRINGS, COLORADO, ORDAINS:

"Section 1. TITLE: This Chapter shall be known and may be cited as "The Accommodations Tax Ordinance."

"Section 2. POLICY- INTENT OF CHAPTER: (A) Tourism is vital to the general welfare, economic well-being, and employment opportunities of the citizens of Glenwood Springs. The continued health and expansion of tourism as an industry in Glenwood Springs requires continuing investment in the planning, promotion, and development of Glenwood Springs as a quality tourist and travel destination.

(B) It is declared to be the policy of this City to guide, stimulate and promote the coordinated, efficient, and beneficial development of tourism in Glenwood Springs. It is further the policy of this City to provide a long-term, continuing investment in tourism and to support such investment by a separate fund financed by an accommodation tax as provided for herein.

(C) The legislative intent in enacting this Ordinance is to impose a tax upon the leasing or renting of rooms or other accommodations in commercial lodging accommodations by transient persons. Such tax shall be paid by the person to whom the accommodations are rented and shall be collected by the person from whom the accommodations are rented.

"Section 3. DEFINITIONS: As used in this Chapter, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(A) "Accommodation" means the providing of a room, space, lodging service, or other accommodations at a taxable premises to any person who, for consideration, uses or possesses such room, space, lodging service, or other accommodation for a total continuous duration of less than thirty consecutive calendar days.

(B) "Fund" means the Glenwood Springs Tourism Promotion Fund created in Section 6.

(C) "Purchaser" means any natural person, or legal entity acting through a natural person, to whom accommodations are provided.

(D) "Rent" means the consideration received, or compensation charged, for the providing of accommodations.

(E) "Taxable premises" means any hotel, apartment-hotel, motel, guest home, condominium, townhome, trailer court, campground, lodge, or motor lodge, or bed and breakfast establishment.

(F) "Tourism" means the guidance, management, promotion, encouragement, or accommodation of persons who are traveling for recreation, pleasure, or culture.

(G) "Vendor" means any natural person or business entity that provides accommodations for rent at a taxable premise.

"Section 4. IMPOSITION OF TAX: (A) There is hereby imposed an accommodations tax of $1\frac{1}{2}\%$ (one and one-half percent) upon the rent paid or charged for accommodations as defined in Section 3 (A) provided by a vendor to a purchaser at a taxable premises.

(B) The tax imposed by this Ordinance shall be automatically repealed at 12:01 A.M. on January 1st, 1988.

"Section 5. RECEIPTS; DISPOSITION: All monies collected or remitted in accordance with this Ordinance shall be credited to the separate fund created by Section 6, and shall be kept separate and distinct from the General Fund or any other separate funds maintained by the City.

"Section 6. TOURISM PROMOTION FUND--CREATION-NATURE-PURPOSE: (A) There is hereby created a special separate fund to be known as the Glenwood Springs Tourism Promotion Fund. Said fund shall be separate and distinct from any other funds or accounts used or maintained by the City for any other purposes. The monies of said fund shall be expended only for the purposes set forth herein and no others, and shall be expended as provided for herein.

(B) The Fund shall consist of:

- (1) all monies deposited or transferred thereto in accordance with Section 5 of this Ordinance;
- (2) contributions of money, property, or services received for use in carrying out the purposes of the Fund from any state, state agency, county, municipality, federal agency, person, corporation, or association;
- (3) all monies otherwise made available to the Fund from

whatever source.

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

(D) All appropriation of monies of the Fund shall be made by the City Council. The City Council shall be advised and guided in its appropriations by an annual budget prepared by the Glenwood Springs Tourism Board in accordance with Section 020.020.030 of the Glenwood Springs Municipal Code, 1983 Edition.

(E) The monies of the Fund may be budgeted, appropriated, and expended only for the following purposes:

- (1) planning and implementing the advertisement, promotion, and development of tourism in Glenwood Springs;
- (2) tourism advertising, written and graphic materials, and cooperative and matching promotional programs;
- (3) gathering and disseminating information on the tourism industries and attractions of Glenwood Springs;
- (4) purchasing such equipment, materials, and supplies as shall be necessary, to be used solely for tourist promotion;
- (5) contracting for those services and materials as may be incidental, necessary, and appropriate to the accomplishment of the purposes of the Fund, including but not limited to administrative, secretarial, clerical, or professional services deemed necessary;
- (6) attracting conferences, conventions, and meetings of commercial, cultural, educational, or social nature to the Glenwood Springs area;
- (7) defraying administrative and clerical costs of collecting and administering the tax.

"Section 7. IMPLEMENTATION: The specific procedures for collection, reporting, enforcement, violations, penalties, and other matters incident to the administration of the tax imposed by this Ordinance shall be established by a separate ordinance enacted by the City Council upon the passage of this Ordinance by the voters. Such separate ordinance shall provide for administrative procedures which shall conform to existing City sales tax procedures.

"Section 8. EFFECTIVE DATE: This Ordinance shall become effective, and the tax imposed by this Ordinance shall be imposed and collected immediately upon the approval of this Ordinance by the voters."

STATE OF COLORADO)
COUNTY OF GARFIELD)

ss. AFFIDAVIT OF CIRCULATOR

Samuel W. Cox, hereinafter called the Affiant, being first duly cautioned and sworn according to law, deposes and swears as follows:

1) Affiant is a qualified elector of the City of Glenwood Springs, residing at 3316 S. Grand Ave., and that he is registered to vote in the City of Glenwood Springs;

2) Affiant circulated the petition to which this Affidavit is attached;

3) Each signature on said Petition was affixed in the presence of Affiant;

4) Each signature on said petition is the signature of the person whose name it purports to be;

5) To the best of the knowledge and belief of Affiant each of the persons signing said petition was, at the time of the signing, a qualified elector of the City of Glenwood Springs;

6) Affiant has neither received nor entered into any contract whereby in the future he will receive any money or thing of value in consideration of or as an inducement to the circulation of such petition by Affiant;

7) Affiant has not paid or will not in the future pay and that he believes that no other person has so paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix his/her signature to such petition.

FURTHER AFFIANT SAYETH NAUGHT.

Samuel W. Cox
AFFIANT

STATE OF COLORADO)
COUNTY OF GARFIELD)

ss.

The foregoing AFFIDAVIT OF CIRCULATOR was acknowledged before me this 7th day of January, 1985, by

Witness my hand and seal.

My commission expires: _____

Lamona Harris-Scott
Notary Public

Angela Torozzi
Signature

Angela Torozzi
Printed Name

12-21-84
Date

3405 SO. Grand
Address
G.W.S.
City

Donald A. Buchholz
Signature

Donald A. Buchholz
Printed Name

12/21/84
Date

3405 S. Grand Ave
Address
GWS
City

Edward E. Gibson
Signature

Edward E. Gibson
Printed Name

12-24-84
Date

1210 MIDLAND #1E
Address
G.W.S.
City

James Carl Setterberg
Signature

James Carl Setterberg
Printed Name

12-24-84
Date

2022 HAZEL LN #25 #88
Address
G.W.S.
City

Nicholas J. Newton
Signature

Nicholas J. Newton
Printed Name

12-25-84
Date

PO Box 1492
Address
2510 Blake Ave
GLENWOOD SP CO
City

James E. Golden
Signature

JAMES E. GOLDEN
Printed Name

12-25-84
Date

6968 Hwy. 82 #11 G.S. CO.
Address
G.S.
City

R M Buckmaster
Signature

~~JOHN C. OULUND~~
Printed Name

12/25/84
Date

1210 Midland Ave Glenw. Spgs
Address
City

John C. Oulund
Signature

JOHN C. OULUND
Printed Name

12-26-84
Date

910 BENNETT AVE
Address
G.S.
City

JOAN DUNBAR
Signature

Joan Dunbar
Printed Name

12-26-84
Date

51413 Hwy 6th
Address GWS/CO. 8
City

Sheryl L. Brake
Signature

Sheryl L. Brake
Printed Name

12-27-84
Date

523 N TOWER TRAIL
Address
G.S.
City

ORDINANCE NO. 10

SERIES OF 1985

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO PROVIDING ADMINISTRATIVE PROCEDURES
FOR THE IMPLEMENTATION OF AN ACCOMMODATIONS TAX

WHEREAS, on December 18, 1984, the City of Glenwood Springs received an initiative petition for the establishment of an Accommodations Tax and Tourism Fund; and

WHEREAS, the question of the creation of said Tax and Fund has been submitted to a vote of the people on February 26, 1985; and

WHEREAS, if approved by the voters, said Tax and Fund shall be effective immediately according to the terms of the petition; and

WHEREAS, Section 7 of the petition requires that procedures for implementation of the Accommodations Tax shall be established by separate ordinance, in the event said Tax is approved by the voters; and

WHEREAS, Section 7 of the petition requires that administrative procedures for collection and enforcement of the Accommodations Tax shall conform to existing City sales tax procedures.

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

Section 1

This Ordinance shall be effective March 1, 1985 if and only if the aforementioned Accommodations Tax Ordinance is approved by the voters on February 26, 1985. If the Accommodations Tax Ordinance is defeated by the voters, this Ordinance shall be null and void and of no effect.

Section 2

The Accommodations Tax Ordinance shall be codified as follows:

A. Section 3 Definitions shall be integrated in alphabetical order in Code section 040.010.010. as necessary to supplement existing definitions.

B. Section 4A Imposition of Tax shall be inserted as the second sentence of Code subsection 040.010.030.A.

C. Section 4B Imposition of Tax shall be inserted as Code subsection 040.010.030.D.

D. Section 5 Receipts; Disposition and Section 6 Tourism Promotion Fund--Creation-Nature-Purpose shall be inserted as Code subsection 040.010.040.C.

Section 3

Section 040.020.010.F shall be amended to read as follows:

F. On the entire amount charged to any person or persons for accommodations as defined in Section 040.010.010.

Section 4

Subsection 040.020.030A shall be amended to read as follows:

A. Retailer or Vendor Responsible for Collection; Returns Filed. Every retailer or vendor shall be liable and responsible for the payment of an amount equivalent to two and seventy-five hundredths percent (2.75%) of all sales made by him of commodities or services specified in section 040.020.010. Vendors of accommodations shall be liable and responsible for payment of an additional amount equivalent to one and one-half percent (1½%) of the rent collected for accommodations. The retailer or vendor shall, before the 20th day of each month, make a return to the Director of Finance for the preceding calendar month and remit an amount as required in this subsection, less the collection expense allowance set forth in subsection 040.020.030.B.

At the end of subsection 040.020.030.A, the following parenthetical phrase shall be added:

(Note: the one and one-half percent accommodations tax imposed by this subsection shall automatically be repealed at 12:01 a.m. on January 1, 1988.)

Section 5

Subsection 040.020.050 shall be amended to read as follows:

A. Retailers or Vendors to Add Tax to Sales Price. Retailers or vendors shall add the tax imposed by subsection 040.010.030.A, or the average equivalent thereof, to the sale price, charge or rent, showing such tax as a separate and distinct item. When thus added, such tax shall constitute a part of such price, charge or rent and shall be a debt from the consumer or purchaser to the retailer or vendor until paid and shall be recoverable at law in the same manner as other debts. The retailer or vendor shall be entitled, as collecting agent of the City, to apply and credit tax sums payable to him against amounts to be paid by the retailer or vendor to the City under the provisions of subsection 040.010.030.A, remitting said sums payable, less the two percent collection expense allowance, to the Director of Finance as said sums are actually collected by the retailer or vendor.

Section 6

The first sentence of Section 040.020.110 shall be amended to read as follows:

If any vendor shall, during any reporting period, collect

as a tax an amount in excess of the tax required by sub-section 040.010.030.A, he shall remit to the Director of Finance the full net amount of said tax and also such excess.

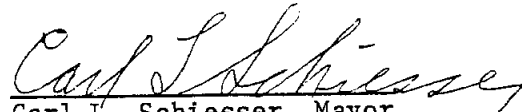
The parenthetical note at the end of Section 040.020.110 shall be eliminated.

Section 7

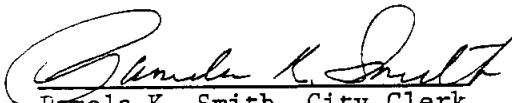
The City Council deems it necessary to set the effective date of this Ordinance less than ten days after publication on second reading in order to immediately supplement the aforementioned Accommodations Tax Ordinance, thereby protecting the public peace and general welfare.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED IN FULL THIS 7 DAY OF FEBRUARY, 1985.

CITY OF GLENWOOD SPRINGS

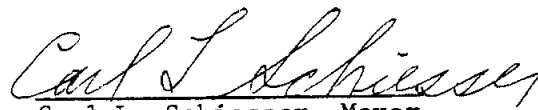

Carl L. Schiesser, Mayor

ATTEST:

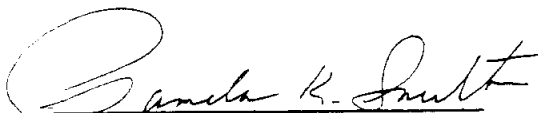

Pamela K. Smith, City Clerk

INTRODUCED, READ AND PASSED BY A VOTE OF 7 MEMBERS OF COUNCIL AND ORDERED PUBLISHED BY TITLE ONLY, TO BE EFFECTIVE MARCH 1, 1985.

CITY OF GLENWOOD SPRINGS


Carl L. Schiesser, Mayor

ATTEST:


Pamela K. Smith, City Clerk

ABSTRACT OF VOTES CAST

GLENWOOD SPRINGS SPECIAL MUNICIPAL ELECTION

FEBRUARY 26, 1985

BALLOT QUESTION: Approval of the Establishment of an Accommodations Tax and Tourism Fund.

Shall the City of Glenwood Springs, Colorado adopt an ordinance to provide for the imposition of 1½% accommodations tax upon the leasing or renting of rooms or other accommodations in commercial lodging establishments by transient persons, to provide for the creation of a separate fund for deposit of said accommodation tax receipts, and to provide that said fund may be expended only for the purpose of promoting tourism. The Council of Glenwood Springs shall, by separate ordinance, provide the appropriate administrative and enforcement provisions for the proposed tax, consistent with the existing scheme of the City Sales Tax. The Tax imposed by the ordinance shall be effective immediately upon approval by the voters and automatically repealed effective 12:01 a.m., January 1, 1988.

	<u>FOR</u>	<u>AGAINST</u>	<u>TOTAL</u>
WARDS - ONE, TWO & THREE: (Polling place at Bilitho Elementary School)	282	227	509
WARDS - FOUR AND FIVE (Good Shephard Lutheran Church)	275	135	410
ABSENTEE VOTES:	8	4	12
TOTALS:	565	366	931

We the undersigned Election Officials of a special election held in the City of Glenwood Springs, County of Garfield, in the State of Colorado, on the 26th day of February, A.D. 1985, do hereby certify that the above and foregoing is a true and correct abstract of votes cast, as shown by the total recorded in the poll books in the above named wards and absentee votes in said election in said City.

Carl L. Schiesser
Carl L. Schiesser, Mayor

Pamela K. Smith
Pamela K. Smith, City Clerk

Bob Standerfer
Bob Standerfer, Deputy Clerk

Anne Hamilton Gambrel
Anne Hamilton Gambrel, Deputy
Clerk

ABSTRACT OF VOTES CAST
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	<u>FOR</u>	<u>AGAINST</u>	<u>TOTAL</u>
WARDS - ONE, TWO & THREE: (Polling place at Bilitho Elementary School)	282	227	509
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TOTALS:	565	366	931

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Carl L. Schiesser
Carl L. Schiesser, Mayor

Pamela K. Smith
Pamela K. Smith, City Clerk

Bob Standerfer
Bob Standerfer, Deputy Clerk

Anne Hamilton Gambrell
Anne Hamilton Gambrell, Deputy
Clerk

ORDINANCE NO. 51

Series of 1987

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO,
EXTENDING THE ACCOMMODATION TAX AN ADDITIONAL SEVEN YEARS
IF APPROVED BY THE VOTERS AT THE NOVEMBER 3, 1987 GENERAL
ELECTION.

WHEREAS, on or before September 17, 1987, there were submitted to the City of Glenwood Springs Initiative Petitions proposing the extension of the City's one and one-half percent (1½%) accommodations tax for an additional seven (7) years; and

WHEREAS, the City Council received said Petitions on September 17, 1987 upon a finding that the Petitions were in proper form and contained a sufficient number of valid signatures as required by Article V of the Glenwood Springs Municipal Charter; and

WHEREAS, the extension of the accommodations tax for an additional seven years requires voter approval pursuant to Section 11.1 of the Glenwood Springs Municipal Charter.

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

Section 1. Submission of Accommodations Tax Issue to the Voters.

The following question shall be submitted to the voters at the November 3, 1987 general municipal election:

"Shall the City of Glenwood Springs, Colorado continue to impose a one and one-half percent (1½%) accommodations tax, the proceeds from which shall be deposited in and expended from the tourism promotion fund, for the period from 12:01 a.m. January 1, 1988, to 12:01 a.m. January 1, 1995?"

Section 2. Amendments to Title 040 of the Municipal Code.

If, and only if, a majority of the voters voting at the November 3, 1987 general election approve the foregoing question, the Glenwood Springs Municipal Code shall be amended in the following manner:

- A. Subsection 040.010.030(D) of the Glenwood Springs Municipal Code shall be amended to read as follows:
 - D. Accommodations Tax Automatically Repealed. The accommodations tax imposed in subsection "A" of this section shall be automatically repealed at 12:01 a.m. on January 1, 1995.
- B. The second footnote to Subsection 040.020.030(A) of the Glenwood Springs Municipal Code shall be amended to read as follows:

(Note: The one and one-half percent accommodations tax imposed by this subsection shall automatically be repealed at 12:01 a.m. on January 1, 1995.)

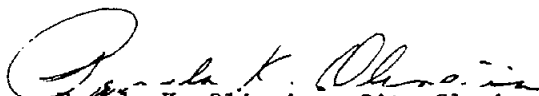
Section 3. Except as specifically set forth herein the procedures for collection of the accommodations tax and administration of the tourism promotion fund as previously adopted in Ordinance No. 10, Series of 1985, shall not be affected by this Ordinance.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED IN FULL THIS 24 DAY OF SEPTEMBER, 1987.

CITY OF GLENWOOD SPRINGS


Dennis D. Pretti, Mayor

ATTEST:

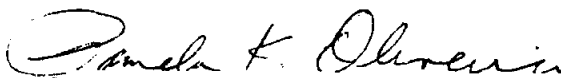

Pamela K. Oliveira, City Clerk

INTRODUCED, READ ON SECOND READING, ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IF THE QUESTION SET FORTH IN SECTION 1 OF THE ORDINANCE IS APPROVED BY A MAJORITY OF THE VOTERS VOTING THEREON AT THE GENERAL ELECTION ON NOVEMBER 3, 1987.

CITY OF GLENWOOD SPRINGS


~~Dennis D. Pretti, Mayor~~
Kent Benham, Mayor Pro-tem

ATTEST:


Pamela K. Oliveira, City Clerk

ORDINANCE NO. 9

Series of 1992

INITIATIVE DEFEATED
AT ELECTION

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REPEALING AND RE-ENACTING THE ACCOMMODATION TAX ORDINANCE HERETOFORE IN EFFECT, ESTABLISHING A 1½% TOURISM PROMOTION TAX UPON THE SALES OF CERTAIN TOURISM-RELATED PRODUCTS AND SERVICES, AND ESTABLISHING A TOURISM PROMOTION FUND AND SPECIFYING THE PURPOSES THEREFOR, SUBJECT TO APPROVAL OF THE VOTERS AT THE SPECIAL ELECTION TO BE HELD ON MAY 19, 1992.

WHEREAS, the City Council is in receipt of initiative petitions calling for the adoption of this ordinance; and

WHEREAS, the City Council has found the initiative petitions to be in compliance with Article V of the Glenwood Springs Municipal Charter; and

WHEREAS, Section 11.1 of the Glenwood Springs Municipal Charter provides that no sales tax shall be levied by the City until it shall have been approved by a majority of the electorate at a regular or special election, and, accordingly, the City Council has called for an election upon this ordinance pursuant to Resolution No. 92-5.

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

Section 1. Repeal and Re-enactment.

The Accommodations Tax Ordinance as approved by the voters on February 26, 1985 (Ordinance No. 10, Series of 1985), and as extended by the voters on November 3, 1987 (Ordinance No. 51, Series of 1987), is repealed and re-enacted as provided herein.

Section 2. Title.

This Chapter shall be known and may be cited as "The Tourism Promotion Fund Tax Ordinance."

Section 3. Policy - Intent of Chapter.

- A. Tourism is vital to the general welfare, economic well-being, and employment opportunities of the citizens of Glenwood Springs. The continued health and expansion of tourism as an industry in Glenwood Springs requires a continuing investment in the planning, promotion, and development of Glenwood Springs as a quality tourist and travel destination.
- B. It is declared to be the policy of this City to guide, stimulate, and promote the coordinated, efficient, and beneficial development of tourism in Glenwood Springs. It is further the policy of this City to provide a long-term, continuing investment in tourism and to support such investment by a separate fund financed by a tourism tax as provided for herein.

- C. The legislative intent in enacting this ordinance is to impose a tax upon the sale, renting, or leasing of tourism-related products and services to the public. Such tax shall be paid by the person to whom the tourism-related product or service is sold, rented, or leased, and shall be collected by the person from whom the tourism-related product or service is bought, rented, or leased.

Section 4. Definitions.

As used in this Chapter, unless the context otherwise requires, the following words and phrases shall have the following meanings:

- A. "Admission" means the purchase price paid by a purchaser to a vendor by which the purchaser is allowed to enter into or participate in a private tourist attraction for a total continuous period of less than thirty consecutive calendar days.
- B. "Fund" means the Glenwood Springs Tourism Promotion Fund created in Section 7.
- C. "Lodging Services" means the furnishing of rooms or accommodations by any person, partnership, association, corporation, estate, representative capacity or any other combination of individuals by whatever name known to a person who for a consideration uses, possesses, or has the right to use or possess any room in a hotel, apartment hotel, lodging house, motor hotel, guest house, guest ranch, trailer coach, mobile home, auto camp, or trailer court and park, for a period of less than thirty days under any concession, permit, right or access, license to use, or other agreement, or otherwise.
- D. "Prepared Food or Food for Immediate Consumption" means food or drink served or furnished in or by restaurants, cafes, lunch counters, cafeterias, hotels, drug stores, social clubs, nightclubs, cabarets, resorts, snack bars, caterers, carryout shops and other places of business at which prepared food or drink, prepared salads in salad bars, cold sandwiches, deli trays are regularly sold, including sales from grocery stores and delicatessens, from pushcarts, motor vehicles and other mobile facilities and vending machines.
- E. "Private Tourist Attraction" means any commercial entity which appeals to the recreational desires and tastes of the traveling public through the presentation of services or devices designed to entertain or educate visitors, including by way of illustration and not limitation amusement parks; alpine and water slides; golf courses of all types; carnivals; aerial tramways; commercial animal exhibits; commercial beaches, hot springs and pools; boat, raft, and kayak rentals and tours; caves, waterfalls, observation towers, and other scenic and natural wonders; historic structures; horse shows and rodeos; rides on airplanes, balloons, gliders, and scenic railroads; and automobile, bicycle, dog and horse racing exhibits.
- F. "Purchaser" means any natural person, or legal entity acting through a natural person, to whom tourism-related products or services are provided.

- G. "Tourism" means the guidance, management, promotion, encouragement, or accommodation of persons who are traveling for recreation, pleasure, or culture.
- H. "Vendor" means any natural person or business entity that provides tourism-related products or services for sale, rent, or lease at a taxable premise.

Section 5. Imposition of Tax.

A. There is hereby imposed a tourism promotion tax of $1\frac{1}{2}\%$ (one and one-half percent) upon the purchase price paid or charged for:

1. The purchase or sale of lodging services;
2. Food and drink sales;
3. Each admission allowing a purchaser to ride lifts, trams, gondolas, and other conveyances or utilize slopes, trails, and other facilities for the purpose of skiing;
4. Each admission to or participation in any private tourist attraction;
5. The price of rental of a passenger automobile;
6. The price of passage on tour buses.

B. Any other provision to the contrary notwithstanding, the tax imposed in Section 5(A) above shall not apply to:

1. Meals provided to employees of vendors of prepared food or food for immediate consumption, when such meals are provided by said vendor at no charge or a reduced charge and are considered as part of the employee's salary, wages, or income;
2. Attractions owned or operated by the federal, state, or units of local government;
3. Attractions operated on an occasional or intermittent basis for fund raising purposes by charitable organizations.

Section 6. Receipts; Disposition.

All monies collected or remitted in accordance with this ordinance shall be credited to the separate fund created by Section 7, and shall be kept separate and distinct from the General Fund or any other separate funds maintained by the City.

Section 7. Tourism Promotion Fund - Creation - Nature - Purpose.

A. There is hereby created a special separate fund to be known as the Glenwood Springs Tourism Promotion Fund. Said fund shall be separate and distinct from any other funds or accounts used or maintained by the City for any other purposes. The monies of said fund shall be expended only for the purposes

set forth herein and no others, and shall be expended as provided for herein.

B. The Fund shall consist of:

1. All monies deposited or transferred thereto in accordance with Section 6 of this Ordinance;
2. Contributions of money, property, or services received for use in carrying out the purposes of the Fund from any state, state agency, county, municipality, federal agency, person, corporation, or association;
3. All monies otherwise made available to the Fund from whatever source.

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

D. All appropriation of monies of the Fund shall be made by the City Council.

E. The monies of the Fund may be budgeted, appropriated, and expended only for the following purposes:

1. Planning and implementing the advertisement, promotion, and development of tourism in Glenwood Springs;
2. Tourism advertising, written and graphic materials, and cooperate and matching promotional programs;
3. Gathering and disseminating information on the tourist industries and attractions of Glenwood Springs;
4. Purchasing such equipment, materials, and supplies as shall be necessary, to be used for tourist promotion;
5. Contracting for those services and materials as may be incidental, necessary, and appropriate to the accomplishment of the purposes of the Fund, including but not limited to administrative, secretarial, clerical, or professional services deemed necessary;
6. Attracting conferences, conventions, and meetings of a commercial, cultural, educational, or social nature the the Glenwood Springs area;
7. Defraying administrative and clerical costs of collecting and administering the tax.

Section 8. Implementation.

The specific procedures for collecting, reporting, enforcing violations and penalties, and other matters incident to the administration of the tax imposed

by this ordinance shall be the same as the procedures provided for other City sales taxes.

Section 9. Effective Date.

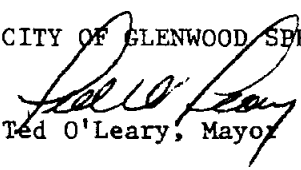
This ordinance shall become effective, and the tax imposed by this ordinance shall be imposed and collected effective 12:01 a.m. on July 1, 1992.

Section 10. Voter Approval Required.

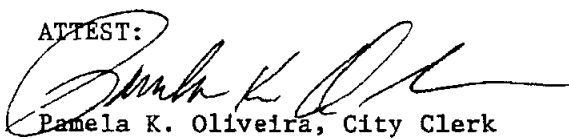
This ordinance shall become effective if, and only if, it is approved by majority of the voters at the special election to occur May 19, 1992.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED IN FULL THIS 16TH DAY OF APRIL, 1992.

CITY OF GLENWOOD SPRINGS, COLORADO

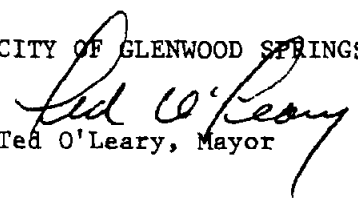

Ted O'Leary, Mayor

ATTEST:

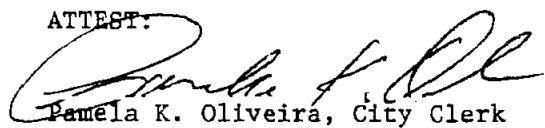

Pamela K. Oliveira, City Clerk

INTRODUCED, READ ON SECOND READING, ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE ON JULY 1, 1992 IF APPROVED BY THE VOTERS AT THE SPECIAL ELECTION TO OCCUR ON MAY 19, 1992.

CITY OF GLENWOOD SPRINGS


Ted O'Leary, Mayor

ATTEST:


Pamela K. Oliveira, City Clerk

ORDINANCE NO. 31

Series of 1994

PASSED AT
ELECTION

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, EXTENDING THE IMPOSITION OF THE 1-
1/2% ACCOMMODATIONS TAX UNTIL JANUARY 1, 2002,
SUBJECT TO VOTER APPROVAL.

WHEREAS, on June 13, 1994, there were submitted to the City of Glenwood Springs Initiative Petitions proposing the extension of the City's one and one-half (1-1/2%) Accommodations Tax for an additional seven (7) years; and

WHEREAS, the City Council received said Petitions on June 16, 1994, upon a finding that the Petitions were in proper form and contained a sufficient number of valid signatures as required by Article V of the Glenwood Springs Municipal Charter; and

WHEREAS, the extension of the Accommodations Tax for an additional seven years requires voter approval pursuant to Section 11.1 of the Glenwood Springs Municipal Charter and Colorado Constitution.

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

Section 1. Submission of Accommodations Tax Issue to the
 Voters.

The following question shall be submitted to the voters at the November 8, 1994 general election:

Shall the City Council of the City of Glenwood Springs adopt an ordinance to extend the imposition of the 1-1/2% accommodations tax until January 1, 2002, upon the renting of rooms or other accommodations in commercial lodging establishments, to provide for the creation of a separate fund for deposit of said accommodation tax receipts, and to provide that said fund may be expended only for the purpose of promoting tourism and shall the city be permitted to receive, retain and expend the revenues of the accommodation tax, notwithstanding any state restriction,

including Article X, Section 20 of the
Colorado Constitution?

YES _____ NO _____

Section 2. Amendments to Title 040 of the Municipal Code.

If, and only if, a majority of the voters voting at the November 8, 1994 general election approve the foregoing question, the Glenwood Springs Municipal Code shall be amended in the following manner:

A. Subsection 040.010.030(D) of the Glenwood Springs Municipal Code shall be amended to read as follows:

D. Accommodations Tax Automatically Repealed. The Accommodations tax imposed in Subsection "A" of this Section shall be automatically repealed at 12:01 a.m. on January 1, 2002.

B. The footnote to Subsection 040.020.030(A) of the Glenwood Springs Municipal Code shall be amended to read as follows:

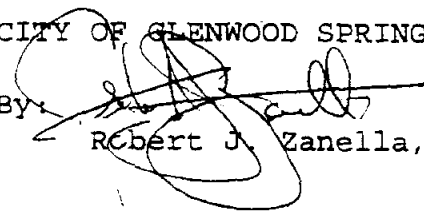
(Note: The one and one-half percent accommodations tax imposed by this Subsection shall automatically be repealed as 12:01 a.m. on January 1, 2002.)

Section 3.

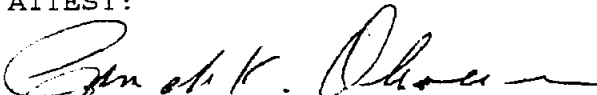
Except as specifically set forth herein the procedures for collection of the Accommodations Tax and administration of the tourism promotion fund as previously adopted in Ordinance No. 10, Series of 1985, and extended in Ordinance No. 51, 1987, shall not be affected by this Ordinance.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED IN FULL THIS 16 DAY OF JUNE, 1994.

CITY OF GLENWOOD SPRINGS, COLORADO

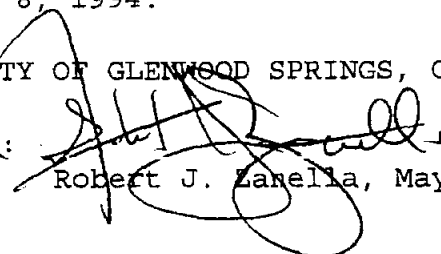
BY: 
Robert J. Zanella, Mayor

ATTEST:


City Clerk

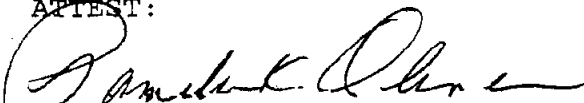
INTRODUCED, READ ON SECOND READING THIS 7 DAY OF July, 1994, ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IF THE QUESTION SET FORTH IN SECTION 1 OF THE ORDINANCE IS APPROVED BY A MAJORITY OF THE VOTERS VOTING THEREON AT THE GENERAL ELECTION ON NOVEMBER 8, 1994.

CITY OF GLENWOOD SPRINGS, COLORADO

By: 

Robert J. Lanella, Mayor

ATTEST:


City Clerk

ORDINANCE NO. 29

Series of 2000

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, INCREASING AND EXTENDING THE
ACCOMMODATIONS SALES AND USE TAX TO 2.50%; SPECIFYING
THE PURPOSES OF SAID TAX; AND SUBMITTING THE INCREASE
AND EXTENSION TO THE VOTERS AT THE GENERAL ELECTION
ON NOVEMBER 7, 2000.**

WHEREAS, voters approved the adoption of Ordinance No. 10, Series of 1985, Ordinance No. 51, Series of 1987, and Ordinance No. 31, Series of 1994, each providing for and extending the collection of an accommodations tax at \$0.015; and

WHEREAS, the accommodations tax was levied upon the rent paid or charged for accommodations provided by a vendor to a purchaser at a taxable premises; and

WHEREAS, the tax is currently scheduled to be automatically repealed at 12:01 A.M. on January 1, 2002; and

WHEREAS, City Council has been requested to consider adopting an ordinance increasing the current accommodations tax rate to \$0.025 and repealing the current provisions for the repeal of the tax in 2002; and

WHEREAS, City Council has determined it in the best interest of the City and its citizens to consider the amendments to the accommodations tax, as requested.

WHEREAS, Article X, Section 20 of the Colorado Constitution requires voter approval of any proposed additional taxes.

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

Section 1. Portions of Section 040.010.030 of the Municipal Code are hereby amended to read as follows:

040.010.030. Amount of Sales and Use Tax Levied.

- A. Sales Tax. There is hereby imposed upon all sales of commodities and services specified in Article 040.020 a three and one-quarter percent (3.25%) sales tax in accordance with schedules set forth in the Rules and Regulations of the Department of Revenue of the State of Colorado. There is hereby imposed an accommodations tax of one and one-half percent (1.50%) two and one-half percent (2.5%) upon the rent paid or charged for accommodations as defined in

Article 040.010.010 provided by a vendor to a purchaser at a taxable premises.

*
*
*

- D. (Repealed) Accommodations Tax Automatically Repealed. The accommodations tax imposed in Subsection A of this Section shall be automatically repealed at 12:01 A.M. on January 1, 2002.

Section 2. This ordinance is hereby submitted to the electors of the City and shall become effective on January 1, 2001, if and only if it is approved by a majority of the voters voting at the general election on November 7, 2000. The form of the ballot shall be as follows:

"SHALL THE CITY OF GLENWOOD SPRINGS' TAXES BE INCREASED (\$193,713.00 IN THE FIRST FULL FISCAL YEAR AND THEREAFTER BY WHATEVER ANNUAL AMOUNT FUTURE COLLECTIONS TOTAL) ANNUALLY BY THE IMPLEMENTATION OF AN ADDITIONAL ONE CENT (\$0.01) ACCOMMODATIONS TAX, UPON THE RENTING OF ROOMS OR OTHER ACCOMMODATIONS IN COMMERCIAL LODGING ESTABLISHMENTS, COMMENCING JANUARY 1, 2001; THE REVENUES FROM SUCH ADDITIONAL TAX TO BE DEPOSITED IN A SPECIAL FUND AND USED EXCLUSIVELY FOR THE PURPOSES OF PROMOTING TOURISM; AND SHALL GLENWOOD SPRINGS BE AUTHORIZED TO COLLECT, PLEDGE, AND SPEND THE FULL REVENUES FROM SUCH ACCOMMODATIONS TAX INCREASE IN ANY YEAR AFTER THE FIRST FULL YEAR IN WHICH THEY EXCEED THE ESTIMATED DOLLAR AMOUNT STATED ABOVE AND WITHOUT ANY OTHER LIMITATIONS OR CONDITIONS, AND WITHOUT LIMITING THE COLLECTION AND SPENDING OF ANY OTHER REVENUES OR FUNDS BY GLENWOOD SPRINGS UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?"

☐ YES
☐ NO"

Section 3. Except as to the rate of tax and use of the proceeds thereof, which may be amended only by an ordinance approved by a majority of the qualified electors of the City, the

City Council may, by ordinance, make such amendments as may be required from time to time for the administration and enforcement of the accommodations tax.

Section 4. If any section, paragraph, clause or provision of this ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of each section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this ordinance.

Section 5. Any ordinance or parts of ordinance in conflict herewith shall be repealed to the extent of the conflict only upon the approval of this ordinance by a majority of the voters at the general election on November 7, 2000.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED IN FULL THIS THE 12th DAY OF August, 2000.

CITY OF GLENWOOD SPRINGS, COLORADO



Sam Skramstad, Mayor

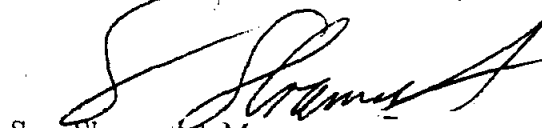
ATTEST:



Robin S. Clemons, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED IN
FULL ON THIS THE 2nd DAY OF SEPTEMBER, 2000, TO BE EFFECTIVE
AS MORE FULLY SET FORTH IN THIS ORDINANCE.

CITY OF GLENWOOD SPRINGS, COLORADO



Sam Skramstad, Mayor

ATTEST:



Robin S. Clemons, City Clerk

RESOLUTION 2006-18

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF GLENWOOD SPRINGS,
COLORADO, ESTABLISHING A POLICY FOR
THE EXPENDITURE OF REVENUES FROM
THE ACCOMMODATIONS TAX.**

WHEREAS, by Special Election on February 25, 1985 the voters of the City of Glenwood Springs approved an accommodations tax; and

WHEREAS, said tax was renewed by election in 1987 and 1994; and

WHEREAS, said tax was extended and increased by election to 2.5% in 2000; and

WHEREAS, the allowable uses of the revenues of the tax were adopted by Ordinance 10, Series 1985; and

WHEREAS, City Council desires to establish a policy for the expenditure of revenues from the tax; and

WHEREAS, City Council finds that establishing such a policy is in the best interests of the whole community.

NOW, THEREFORE, IT IS RESOLVED THAT:

Section 1: The City Council of the City of Glenwood Springs hereby adopts as findings the recitals above.

Section 2: The total amount of accommodations tax collected by the City in the calendar year shall be split into two different program areas. Eighty percent (80%) shall be used for development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitors center, and twenty percent (20%) shall be used for tourism promotion grants. Provided, however, that the amount available for a development of a marketing plan, related administrative expenses and operation of a visitor's center, shall not be less than \$500,000.00 adjusted annually commencing in 2007 by the increase in the consumer price index (Denver Boulder Annual CPI for the previous year) unless the total accommodations tax collected is less than \$500,000.00. In the event that the total accommodations tax collected is less than \$500,000.00, the entire amount collected will be assigned to the development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitor's center. The amount available for the development of a marketing plan for Glenwood Springs' advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitor's center, and tourism promotion grants shall be based on the

subsequent year's estimated lodging tax proceeds. Estimate to be done by the City Manager or his designee.

Section 3: Tourism Promotion Grants.

(a) Tourism promotion grants will be awarded on an annual basis through a competitive application process. Applications will be made available the first week of January each year and are due by the end of the first week in March of each year.

(b) Eligible projects shall provide for the development of tourism within the City or the promotion of tourism within the City. Categories of award may include:

Special Events. This includes events to draw visitors to Glenwood Springs, encourage longer visits or extend the length of the tourism season.

Beautification. This includes projects that increase the aesthetic experience of visitors to Glenwood Springs.

Capital Projects. This includes projects to build improvements to attract visitors to Glenwood Springs.

Tourism promotion grants are not meant to provide ongoing administrative or operational revenue for any individual, group or entity.

(c) Each grant recipient will be required to sign a grant contract, and will be required to provide a report to the City at completion of the project or event verifying the project/event has been completed.

Section 4: To provide for adequate cash flow and to cover costs associated with special needs, the City shall keep a Lodging Tax reserve fund balance of thirty percent (30%) of the preceding years accommodations Lodging Tax proceeds. Lodging Tax proceeds in excess of the required reserve fund balance will be added to the following year's budget and divide according to Section 2 of this Resolution. In the event the Lodging Tax does not bring in revenue to cover budgeted expenses for the development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses, operation of a visitor's center and the grant fund, the shortage will be taken from the reserve fund up to the budgeted amount for the year in which the shortfall occurs.

INTRODUCED, READ AND PASSED THIS 15th DAY OF JUNE 2006.

CITY OF GLENWOOD SPRINGS, COLORADO



Bruce Christensen, Mayor

ATTEST:



Robin S. Unsworth, City Clerk

RESOLUTION 2007-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, AMENDING
RESOLUTION NO. 2006-18 TO REMOVE RESTRICTION
ON UTILIZATION OF TOURISM PROMOTION GRANTS.**

WHEREAS, City Council established a policy for the expenditure of revenues from the accommodations tax, through the Tourism Promotion Grant Fund, in Resolution No. 2006-18; and

WHEREAS, under Section 3 of Resolution No. 2006-18, the City Council stated that the tourism promotion grants were not to be used for ongoing administrative or operational revenue; and

WHEREAS, the City Council has determined that this restriction on the utilization of tourism promotion grant funds should be removed from the evaluation criteria created in Resolution 2006-18.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD
SPRINGS, COLORADO, RESOLVES THAT:**

Resolution 2006-18, at Section 3: Tourism Promotion Grants, is amended to read as set forth on Exhibit A, attached hereto and incorporated herein.

INTRODUCED, READ AND PASSED THIS 5th DAY OF APRIL 2007.

CITY OF GLENWOOD SPRINGS, COLORADO


Bruce Christensen, Mayor

ATTEST:

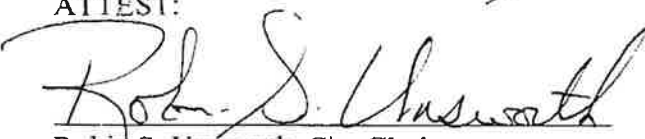

Robin S. Unsworth, City Clerk

EXHIBIT A

~~Strike through language is deleted.~~

Section 3: Tourism Promotion Grants.

(a) Tourism promotion grants will be awarded on an annual basis through a competitive application process. Applications will be made available the first week of January each year.

(b) Eligible projects shall provide for the development of tourism within the City or the promotion of tourism within the City. Categories of award may include:

Special Events. This includes events to draw visitors to Glenwood Springs, encourage longer visits or extend the length of the tourism season.

Beautification. This includes projects that increase the aesthetic experience of visitors to Glenwood Springs.

Capital Projects. This includes projects to build improvements to attract visitors to Glenwood Springs.

~~Tourism promotion grants are not meant to provide ongoing administrative or operational revenue for any individual, group or entity.~~

(c) Each grant recipient will be required to sign a grant contract, and will be required to provide a report to the City at completion of the project or event verifying the project/event has been completed.

RESOLUTION 2009-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, AMENDING
THE POLICY FOR THE EXPENDITURE OF 2009
RECEIPTS FROM THE ACCOMMODATIONS TAX FOR
TOURISM PROMOTION GRANTS.**

WHEREAS, Resolution No. 2006-18 sets forth the policy for expenditure of receipts from the accommodations tax collected in any calendar year to be split eighty percent (80%) for development of a marketing plan and twenty percent (20%) to be utilized for tourism promotion grants; and

WHEREAS, at the end of 2009 an unallocated balance for tourism grants of Twenty-Two Thousand Nine Hundred Forty-Six Dollars (\$22,946.00) occurred; and

WHEREAS, the Glenwood Springs Financial Advisory Board has requested an allowance be made to carry forward the balance of tourism grant funds remaining from the end of 2009 to 2010; and

WHEREAS, the City Council of the City of Glenwood Springs desires to amend the policy to allow the remaining balance of 2009 tourism promotion grant funds from the accommodations tax to be carried forward to be appropriated and spent in 2010; and

WHEREAS, City Council finds that amending the policy as to its application to 2009 accommodations tax receipts is in the best interests of the City.

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

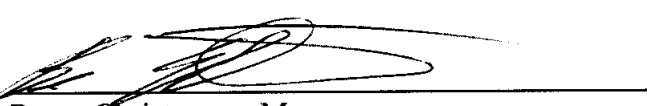
The City Council of the City of Glenwood Springs hereby authorizes Twenty-Two Thousand Nine Hundred Forty-Six Dollars (\$22,946.00), equaling the remaining balance of the twenty percent (20%) of the 2009 ending fund balance from the Tourism Promotion Grant Fund, to be carried forward for use in 2010.

INTRODUCED, READ AND PASSED THIS 19th DAY OF NOVEMBER, 2009.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:


Robin S. Unsworth, City Clerk


Bruce Christensen, Mayor

RESOLUTION 2010-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING RESOLUTION NO. 2006-18 TO ALLOW FOR A FIFTEEN PERCENT (15%) ACCOMMODATIONS TAX RESERVE THROUGH THE END OF 2011.

WHEREAS, City Council established a policy for the expenditure of revenues from the accommodations tax, through the Tourism Promotion Grant Fund, in Resolution No. 2006-18; and

WHEREAS, City Council has previously amended Resolution 2006-18 through Resolution 2007-6 and 2007-14; and

WHEREAS, under Section 4 of Resolution No. 2006-18, the City Council stated that the City shall keep a lodging tax reserve fund in the amount of thirty percent (30%) of the preceding year's lodging tax proceeds; and

WHEREAS, due to declining Accommodations Tax revenues the reserve fund was used in 2010 to cover the shortfall in the Glenwood Springs Chamber Resort Association's tourism marketing budget; and

WHEREAS, the City Council has determined that it is likely the Accommodations Tax revenues will not recover sufficiently in 2011 to fund the tourism marketing budget and refund the reserve to the full thirty percent (30%).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, RESOLVES THAT:

Resolution 2006-18, at Section 4, is amended to read as set forth on **Exhibit A**, attached hereto and incorporated herein.

INTRODUCED, READ AND PASSED THIS 19th DAY OF August 2010.

CITY OF GLENWOOD SPRINGS, COLORADO


Bruce Christensen, Mayor

ATTEST:


Robin S. Unsworth, City Clerk

EXHIBIT A

Bold text is added language.

~~Strike through language is deleted.~~

Section 4: To provide for adequate cash flow and to cover costs associated with special needs, the City shall keep **an Accommodations** ~~Lodging~~ Tax reserve fund balance of thirty percent (30%) of the preceding year's **Accommodations** ~~Lodging~~ Tax proceeds. **Until December 31, 2011 and as necessary due to declining Accommodations Tax proceeds, the Accommodations Tax reserve fund balance shall be allowed to be maintained as low as fifteen percent (15%).** ~~Accommodations Lodging~~ Tax proceeds in excess of the required reserve fund balance will be added to the following year's budget and divided according to Section 2 of this Resolution. In the event the **Accommodations** ~~Lodging~~ Tax does not bring in revenue to cover budgeted expenses for the development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses, operation of a visitor's center and the grant fund, the shortage will be taken from the reserve fund up to the budgeted amount for the year in which the shortfall occurs.

RESOLUTION 2012-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING RESOLUTION NO. 2006-18 TO INCREASE THE ALLOCATION OF ACCOMMODATIONS TAX PROCEEDS FOR THE MARKETING PLAN, TO CHANGE THE FISCAL YEAR UPON WHICH THE MARKETING BUDGET SHALL BE BASED, AND TO ALLOW FOR A PERMANENT FIFTEEN PERCENT (15%) ACCOMMODATIONS TAX RESERVE FUND.

WHEREAS, City Council established a policy for the expenditure of revenues from the accommodations tax through the Tourism Promotion Grant Fund and for the establishment of a reserve fund balance, in Resolution No. 2006-18; and

WHEREAS, City Council has previously amended Resolution 2006-18 through Resolution 2007-6, 2007-14, 2009-16, 2009-21, and 2010-21; and

WHEREAS, under Section 2 of Resolution No. 2006-18, the City Council stated that the accommodations tax proceeds would be split between a marketing plan and tourism promotion grants; and

WHEREAS, under Section 4 of Resolution No. 2006-18, the City Council stated that the City shall keep an accommodations tax reserve fund in the amount of thirty percent (30%) of the preceding year's lodging tax proceeds which was allowed to be maintained at fifteen percent (15%) through December 31, 2011; and

WHEREAS, the City Council has determined that increasing the amount of the accommodations tax proceeds allocated for the marketing plan is appropriate; and

WHEREAS, the City Council has determined accommodations tax revenues actually received during the preceding period of September 1 through August 31 shall be used in setting the current year's budget; and

WHEREAS, the City Council has determined that permanently changing the accommodations tax reserve fund to fifteen percent (15%) is adequate.

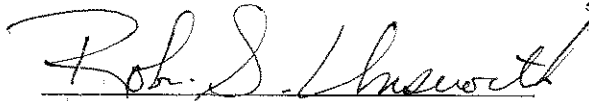
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, RESOLVES THAT:

Resolution 2006-18, at Section 2 and Section 4, is amended to read as set forth on **Exhibit A**, attached hereto and incorporated herein.

INTRODUCED, READ AND PASSED THIS 20th DAY OF DECEMBER, 2012.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:


Robin S. Unsworth, City Clerk


Matthew A. Steckler, Mayor

EXHIBIT A

Bold text is added language.

~~Strike through language is deleted.~~

Section 2: The total amount of accommodations tax collected by the City in the calendar-year **preceding September 1 through August 31** shall be split into two different program areas. **Ninety-two and one-half percent (92.5%)** ~~Eighty percent (80%)~~ shall be used for development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitors center, and **seven and one-half percent (7.5%)** ~~twenty percent (20%)~~ shall be used for tourism promotion grants. ~~Provided, however, that the amount available for a development of a marketing plan, related administrative expenses and operation of a visitor's center, shall not be less than \$500,000.00 adjusted annually commencing in 2007 by the increase in the consumer price index (Denver Boulder Annual CPI for the previous year) unless the total accommodations tax collected is less than \$500,000.00. In the event that the total accommodations tax collected is less than \$500,000.00, the entire amount collected will be assigned to the development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitor's center. The amount available for the development of a marketing plan for Glenwood Springs' advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitor's center, and tourism promotion grants shall be based on the subsequent year's estimated lodging tax proceeds. Estimate to be done by the City Manager or his designee.~~

...

Section 4: To provide for adequate cash flow and to cover costs associated with special needs, the City shall keep an Accommodations Tax reserve fund balance of **fifteen percent (15%)** ~~thirty percent (30%)~~ of the ~~preceding year's~~ Accommodations Tax proceeds **from September 1 to August 31 of the preceding year.** ~~Until December 31, 2011 and as necessary due to declining Accommodations Tax proceeds, the Accommodations Tax reserve fund balance shall be allowed to be maintained as low as fifteen percent (15%). Accommodations Tax proceeds in excess of the required reserve fund balance will be added to the following year's budget and divided according to Section 2 of this Resolution. In the event the Accommodations Tax does not bring in revenue to cover budgeted expenses for the development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses, operation of a visitor's center and the grant fund, the shortage will be taken from the reserve fund up to the budgeted amount for the year in which the shortfall occurs.~~

Resolution 06-18, incorporating all amendments including Resolution 12-27

Section 1: The City Council of the City of Glenwood Springs hereby adopts as findings the recitals above.

Section 2: The total amount of accommodations tax collected by the City in the preceding September 1 through August 31 shall be split into two different program areas. Ninety-two and one-half percent (92.5%) shall be used for development of a marketing plan for Glenwood Springs, advertising related to implementation of the marketing plan, related administrative expenses and operation of a visitors center, and seven and one-half percent (7.5%) shall be used for tourism promotion grants.

Section 3: Tourism Promotion Grants.

(a) Tourism promotion grants will be awarded on an annual basis through a competitive application process. Applications will be made available the first week of January each year.

(b) Eligible projects shall provide for the development of tourism within the City or the promotion of tourism within the City. Categories of award may include:

Special Events. This includes events to draw visitors to Glenwood Springs, encourage longer visits or extend the length of the tourism season.

Beautification. This includes projects that increase the aesthetic experience of visitors to Glenwood Springs.

Capital Projects. This includes projects to build improvements to attract visitors to Glenwood Springs.

(c) Each grant recipient will be required to sign a grant contract, and will be required to provide a report to the City at completion of the project or event verifying the project/event has been completed.

Section 4: To provide for adequate cash flow and to cover costs associated with special needs, the City shall keep an Accommodations Tax reserve fund balance of fifteen percent (15%) of the Accommodations Tax proceeds from September 1 to August 31 of the preceding year.

DOWNTOWN BUSINESS DISTRICT MAINTENANCE

A&I FUND 2019

Downtown Maintenance Services	
Downtown Corridor Daily Monitoring and Cleaning	\$ 77,250
Pedestrian Bridge Daily Monitoring and Cleaning	\$ 23,160
Parking Garage Daily Monitoring and Cleaning	\$ 10,720
Monthly Power Washing	\$ 17,050
Total Downtown Maintenance Services	\$ 128,180

7th Street Project Maintenance	
Snow Removal	\$ 21,250
Landscape Maintenance	\$ 33,000
Trash Services	\$ 2,000
Power Washing	\$ 5,600
Maintenance	\$ 24,300
Water Feature/Splash Pad Maintenance	\$ 28,500
Total 7th Street Project Maintenance	\$ 114,650

Downtown Trash Services	
Trash Removal, Compactors, Cigarette Receptacles	\$ 70,000
Total Downtown Trash Services	\$ 70,000

Downtown Lights	
Pedestrian Bridge, Tree Lights, Christmas Lights	\$ 15,000
Total Downtown Lights	\$ 15,000

Pedestrian Bridge Elevators	
Elevator Maintenance Agreement	\$ 6,565
Elevator Extra Service Calls	\$ 4,665
Elevator Alarm Monitoring	\$ 1,080
Communications	\$ 1,380
Generator	\$ 330
Total Pedestrian Bridge Elevators	\$ 14,020

Downtown Snow Removal	
Snow Removal Downtown & City Hall@ \$50/hr. * 21 Avg	\$ 8,400
Snow removal Equipment Use @ \$150/hr. *21 Avg.	\$ 12,600
Total Downtown Snow Removal	\$ 21,000

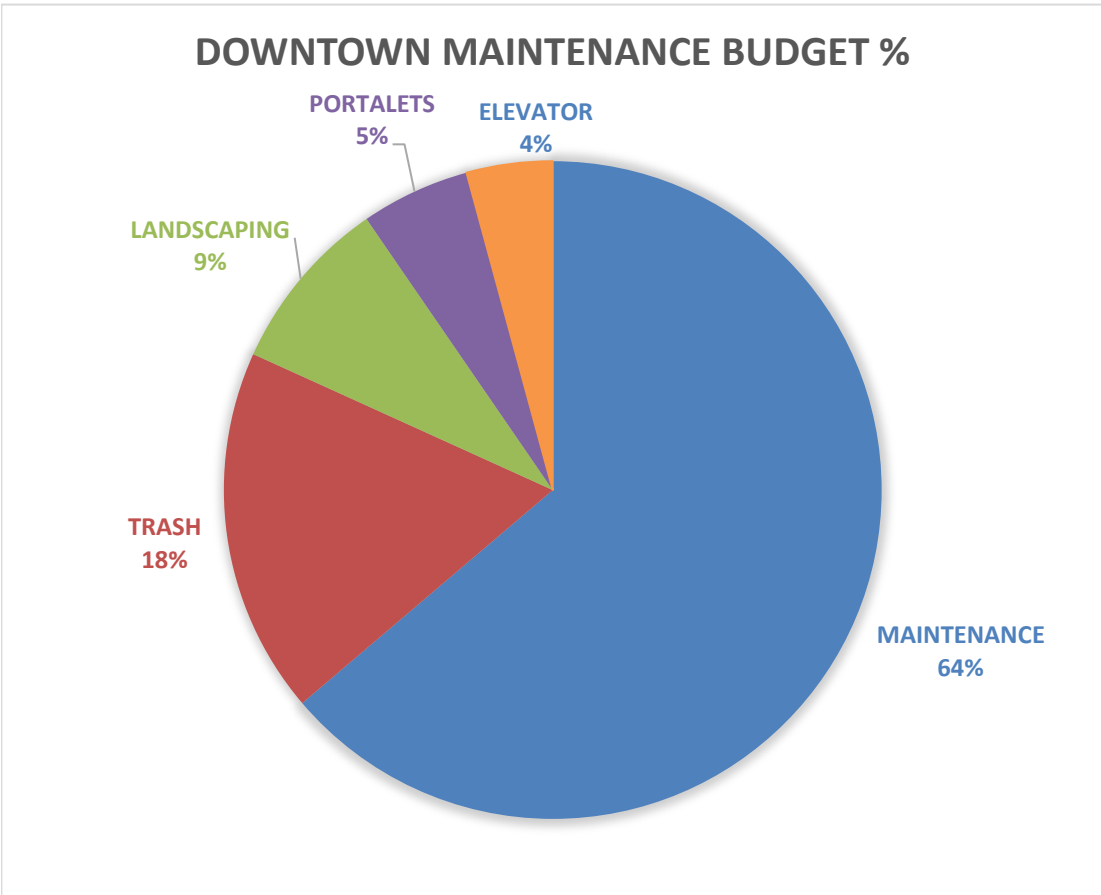
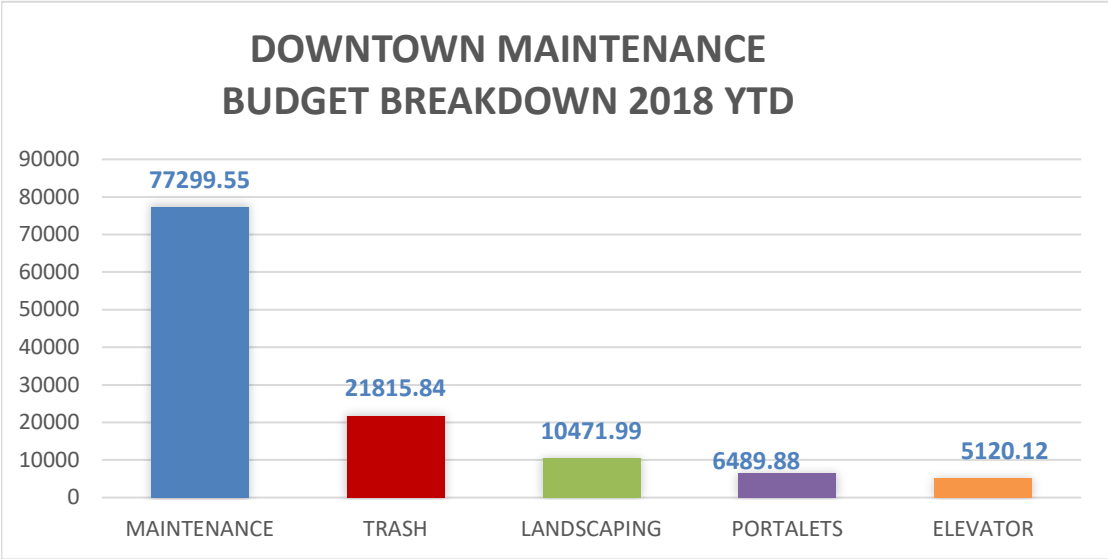
Restrooms (Portalets)	
6 units @ \$309.36 ea./Mo. (21 total City)	\$ 22,275
Additional Services	\$ 2,360
Total Restrooms (Portalets)	\$ 24,635

Downtown Landscaping	
Contractor/Grower Services	\$ 16,540
Total Downtown Landscaping	\$ 16,540

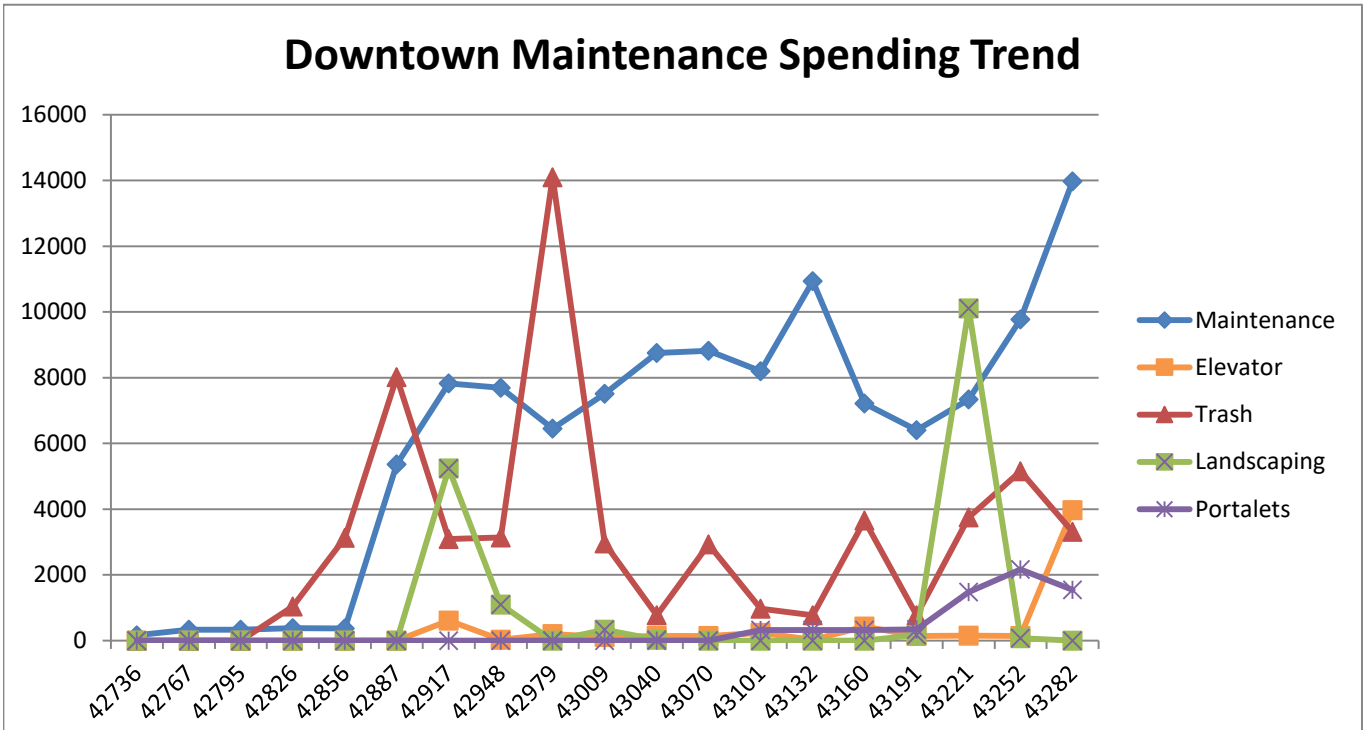
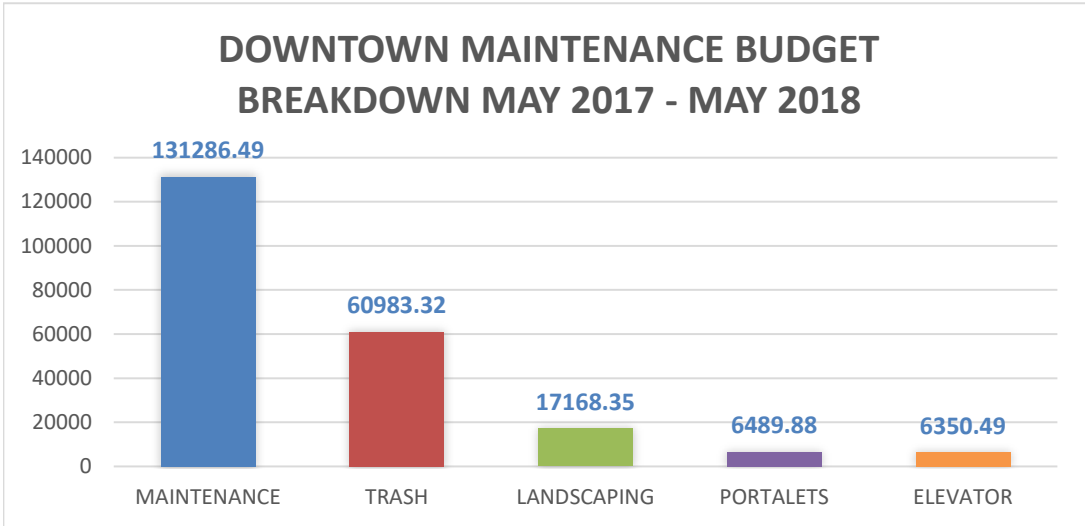
6th Street Area	
Daily Monitoring and Cleaning	\$ 32,500
Trash Services	\$ 4,200
Snow Removal	\$ 3,215
Mowing	\$ 3,600
Irrigation and Water	\$ 1,640
Lighting	\$ 500
Landscaping	\$ 320
Total 6th Street Area	\$ 45,975

TOTAL BUDGET REQUIRED	\$ 450,000
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Downtown Maintenance 2018 YTD Jan-Aug					
MAINTENANCE	TRASH	LANDSCAPING	PORTALETTS	ELEVATOR	TOTAL
\$ 77,299.55	\$ 21,815.84	\$ 10,471.99	\$ 6,489.88	\$ 5,120.12	\$ 121,197.38



Downtown Maintenance 1 Year Lookback					
MAINTENANCE	TRASH	LANDSCAPING	PORTALETS	ELEVATOR	TOTAL
\$ 131,286.49	\$ 60,983.32	\$ 17,168.35	\$ 6,489.88	\$ 6,350.49	\$ 222,278.53



DOWNTOWN MAINTENANCE 2017

Month	Amount	Vendor	Item	Area
June	\$ 5,365.00	Birds Beware	Downtown Maintenance	MAINTENANCE
July	\$ 7,047.50	Birds Beware	Downtown Maintenance	MAINTENANCE
August	\$ 7,695.00	Birds Beware	Downtown Maintenance	MAINTENANCE
September	\$ 6,355.00	Birds Beware	Downtown Maintenance	MAINTENANCE
October	\$ 6,615.00	Birds Beware	Downtown Maintenance	MAINTENANCE
November	\$ 6,605.00	Birds Beware	Downtown Maintenance	MAINTENANCE
December	\$ 6,997.50	Birds Beware	Downtown Maintenance	MAINTENANCE
December	\$ 1,798.80	Pcard	Downtown Maintenance	MAINTENANCE
December	\$ 22.36	Pcard	Downtown Maintenance	MAINTENANCE
October	\$ 890.92	R&A	Downtown Tree Lights	MAINTENANCE
November	\$ 1,400.00	Aspen Lawn	Downtown Tree Lights	MAINTENANCE
November	\$ 751.20	United Rentals	Lift rental for Downtown	MAINTENANCE
January	\$ 165.00	Summit Sweeping	Parking Garage downtown	MAINTENANCE
February	\$ 330.00	Summit Sweeping	Parking Garage downtown	MAINTENANCE
March	\$ 330.00	Summit Sweeping	Parking Garage downtown	MAINTENANCE
April	\$ 330.00	Summit Sweeping	Parking Garage downtown	MAINTENANCE
May	\$ 330.00	Summit Sweeping	Parking Garage downtown	MAINTENANCE
July	\$ 576.95	R & A	Parking Garage downtown	MAINTENANCE
September	\$ 93.80	Conserve a Watt	Parking Garage downtown	MAINTENANCE
July	\$ 200.00	Clean Right	Remove grafitti downtown	MAINTENANCE
April	\$ 45.45	Colorado Mtn News	RFP for Downtown Maint	MAINTENANCE
May	\$ 42.46	Colorado Mtn News	RFP for Downtown Maint	MAINTENANCE
December	\$ 767.05	Intermountain Waste	Trash	TRASH
November	\$ 767.05	Intermountain Waste	Trash	TRASH
April	\$ 762.88	Intermountain Waste	Trash + hi volume	TRASH
April	\$ 279.53	Intermountain Waste	Trash + hi volume	TRASH
May	\$ 1,561.60	Intermountain Waste	Trash + hi volume	TRASH
May	\$ 1,571.72	Intermountain Waste	Trash + hi volume	TRASH
June	\$ 1,602.26	Intermountain Waste	Trash + hi volume	TRASH
June	\$ 1,486.34	Intermountain Waste	Trash + hi volume	TRASH
July	\$ 1,602.26	Intermountain Waste	Trash + hi volume	TRASH
July	\$ 1,486.34	Intermountain Waste	Trash + hi volume	TRASH
August	\$ 1,649.54	Intermountain Waste	Trash + hi volume	TRASH
August	\$ 1,486.34	Intermountain Waste	Trash + hi volume	TRASH
September	\$ 1,554.96	Intermountain Waste	Trash + hi volume	TRASH
September	\$ 1,402.30	Intermountain Waste	Trash + hi volume	TRASH
October	\$ 1,402.30	Intermountain Waste	Trash + hi volume	TRASH
October	\$ 1,554.96	Intermountain Waste	Trash + hi volume	TRASH
June	\$ 4,924.30	RJ Thomas Mfg	Bearproof Trash Cans	TRASH
September	\$ 11,143.70	RJ Thomas Mfg	Bearproof Trash Cans	TRASH
December	\$ 2,162.05	RJ Thomas Mfg	Bearproof Trash Cans	TRASH
July	\$ 490.00	Pcard	Landscaping plants	LANDSCAPING
August	\$ 124.20	Pcard	Landscaping plants	LANDSCAPING
August	\$ 17.47	Pcard	Landscaping plants	LANDSCAPING

August	\$	392.54	Pcard	Landscaping plants	LANDSCAPING
August	\$	42.48	Pcard	Landscaping plants	LANDSCAPING
August	\$	5.15	Pcard	Landscaping plants	LANDSCAPING
August	\$	50.29	Pcard	Landscaping plants	LANDSCAPING
August	\$	29.30	Pcard	Landscaping plants	LANDSCAPING
August	\$	169.73	Pcard	Landscaping plants	LANDSCAPING
August	\$	268.42	Pcard	Landscaping plants	LANDSCAPING
November	\$	22.58	Pcard	Landscaping plants	LANDSCAPING
July	\$	1,251.70	Dwyer	Plants	LANDSCAPING
October	\$	332.50	Dwyer	Plants	LANDSCAPING
July	\$	1,400.00	Mountain Valley	Pots for Plants	LANDSCAPING
July	\$	1,400.00	Mountain Valley	Pots for Plants	LANDSCAPING
July	\$	700.00	Mountain Valley	Pots for Plants	LANDSCAPING
July	\$	122.60	ComCast	Elevator Communications	ELEVATOR
July	\$	434.87	ComCast	Elevator Communications	ELEVATOR
September	\$	107.00	ComCast	Elevator Communications	ELEVATOR
October	\$	81.49	ComCast	Elevator Communications	ELEVATOR
November	\$	114.75	ComCast	Elevator Communications	ELEVATOR
December	\$	115.19	ComCast	Elevator Communications	ELEVATOR
July	\$	55.20	Black Hills	Elevator Generator	ELEVATOR
August	\$	28.31	Black Hills	Elevator Generator	ELEVATOR
September	\$	27.51	Black Hills	Elevator Generator	ELEVATOR
October	\$	27.51	Black Hills	Elevator Generator	ELEVATOR
November	\$	27.53	Black Hills	Elevator Generator	ELEVATOR
December	\$	28.41	Black Hills	Elevator Generator	ELEVATOR
September	\$	60.00	ACME	Elevator Monitoring	ELEVATOR
TOTAL	\$	101,081.15			

DOWNTOWN MAINTENANCE 2018 YTD Jan-Aug

Month	Amount	Vendor	Item	Area
July	\$ 510.00	Aspen Lawn & Holiday	Lights Downtown	MAINTENANCE
March	\$ 313.20	Birds Beware	Deicer for March downtown	MAINTENANCE
April	\$ 6,405.00	Birds Beware	Downtown Corridor Contract	MAINTENANCE
February	\$ 10,900.00	Birds Beware	Downtown Corridor Contract	MAINTENANCE
January	\$ 8,196.85	Birds Beware	Downtown Corridor Contract	MAINTENANCE
July	\$ 13,465.00	Birds Beware	Downtown Corridor Contract	MAINTENANCE
June	\$ 9,777.50	Birds Beware	Downtown Corridor Contract	MAINTENANCE
March	\$ 6,665.00	Birds Beware	Downtown Corridor Contract	MAINTENANCE
May	\$ 7,335.00	Birds Beware	Downtown Corridor Contract	MAINTENANCE
February	\$ 35.00	Birds Beware	Graffiti Removal downtown	MAINTENANCE
September	\$ 13,465.00	Birds Beware	Downtown Corridor Contract	MAINTENANCE
March	\$ 232.00	Rifle Equipment	Scissor Lift/ Downtown Banner	MAINTENANCE
January	\$ 204.52	Grainger	Cigarette Receptacle trash	TRASH
April	\$ 767.05	Intermountain Waste	Trash	TRASH
February	\$ 767.05	Intermountain Waste	Trash	TRASH
January	\$ 767.05	Intermountain Waste	Trash	TRASH
July	\$ 1,684.96	Intermountain Waste	Trash	TRASH
July	\$ 1,625.01	Intermountain Waste	Trash	TRASH
June	\$ 1,625.01	Intermountain Waste	Trash	TRASH
June	\$ 1,684.96	Intermountain Waste	Trash	TRASH
March	\$ 767.05	Intermountain Waste	Trash	TRASH
May	\$ 1,554.98	Intermountain Waste	Trash	TRASH
May	\$ 1,612.40	Intermountain Waste	Trash	TRASH
August	\$ 3,446.10	Mountain Waste	6th Street Alley Trash	TRASH
June	\$ 1,846.05	Mountain Waste	6th Street Alley Trash	TRASH
March	\$ 794.95	Mountain Waste	6th Street Alley Trash	TRASH
March	\$ 591.50	Mountain Waste	6th Street Alley Trash	TRASH
March	\$ 1,496.10	Mountain Waste	6th Street Alley Trash	TRASH
May	\$ 581.10	Mountain Waste	6th Street Alley Trash	TRASH
June	\$ 77.18	DWF Grower Supply	Fertilizer for Plants	LANDSCAPING
May	\$ 10,103.00	Dwyer	Baskets/Fiber Pots for Plants	LANDSCAPING
August	\$ 120.00	Dwyer Greens	Plants Delivery	LANDSCAPING
April	\$ 171.81		Pcard Charge?? Plants	LANDSCAPING
April	\$ 338.68	Mountain Waste	Portables	PORTALET
February	\$ 319.50	Mountain Waste	Portables	PORTALET
January	\$ 319.50	Mountain Waste	Portables	PORTALET
July	\$ 1,546.80	Mountain Waste	Portables	PORTALET
June	\$ 2,165.52	Mountain Waste	Portables	PORTALET
March	\$ 319.50	Mountain Waste	Portables	PORTALET
May	\$ 1,480.38	Mountain Waste	Portables	PORTALET
June	\$ 497.00	Taylor Fence	Fence Rent/2 Pottys	PORTALET
July	\$ 450.00	Northwest Colorado Council	Elevator Inspection	ELEVATOR
July	\$ 3,282.50	Thyssenkrupp	Elevator Evaluation	ELEVATOR
August	\$ 53.25	Tri County Fire	Annual Maint Elevator	ELEVATOR
July	\$ 90.00	ACME	Elevator Alarm Monitoring	ELEVATOR
March	\$ 90.00	ACME	Elevator Alarm Monitoring	ELEVATOR
January	\$ 90.00	ACME	Elevator Alarm Monitoring	ELEVATOR
April	\$ 25.02	Black Hills	Elevator Generator	ELEVATOR

August	\$	28.44	Black Hills	Elevator Generator	ELEVATOR
February	\$	27.05	Black Hills	Elevator Generator	ELEVATOR
January	\$	32.57	Black Hills	Elevator Generator	ELEVATOR
July	\$	27.42	Black Hills	Elevator Generator	ELEVATOR
June	\$	27.05	Black Hills	Elevator Generator	ELEVATOR
March	\$	27.85	Black Hills	Elevator Generator	ELEVATOR
May	\$	27.05	Black Hills	Elevator Generator	ELEVATOR
April	\$	114.85	ComCast	Elevator Communications	ELEVATOR
January	\$	114.75	ComCast	Elevator Communications	ELEVATOR
July	\$	115.18	ComCast	Elevator Communications	ELEVATOR
June	\$	115.54	ComCast	Elevator Communications	ELEVATOR
March	\$	114.75	ComCast	Elevator Communications	ELEVATOR
March	\$	114.75	ComCast	Elevator Communications	ELEVATOR
May	\$	124.85	ComCast	Elevator Communications	ELEVATOR
March	\$	80.50	Genes Lock and Key	Elevator Equip Room	ELEVATOR
TOTAL	\$	121,747.63			

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
TOURISM PROMOTION FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
1130 Accommodations Tax	1,067.7	1,034.1	1,112.0	1,112.0
3120 Interest Income	1.2	1.3	1.3	1.3
3130 Miscellaneous Income				
Total Revenues	\$1,068.9	\$1,035.4	\$1,113.3	\$1,113.3
EXPENDITURES				
EXPENDITURES				
7190 Salary - Marketing Director	78.8	81.2	83.6	83.6
7193 Marketing Project Manager	57.8	59.5	57.0	57.0
7194 Payroll Tax & Benefits	30.0	30.9	28.1	28.1
7196 Visitor Services	100.0	115.0	115.0	115.0
7220 Public Relations	40.0	44.0	15.0	15.0
7230 Printing/Distribution (Brochures, etc.)	30.8	27.0	30.6	30.6
7280 Advertising (Print/Online/Radio/TV/Agency Fees/Creative)	491.3	481.0	553.4	553.4
7282 Hosting (Website/Video/Domains/Email/Booking Engine)	24.0	36.4	36.7	36.7
7283 Internet Management	10.0	10.0	15.0	15.0
7285 Direct Mail and Fulfillment	9.9	11.5	7.5	7.5
7286 Trade Shows	6.0	7.8	9.2	9.2
7287 Organizations & Education	7.4	9.1	7.2	7.2
7289 Miscellaneous Expense	27.1	2.5	2.3	2.3
7291 Travel	17.1	18.9	18.3	18.3
7292 Group and International Marketing	24.8	23.1	25.0	25.0
7420 Bookkeeping Services	9.0	10.4	10.4	10.4
7900 Interfund Cost of Service	10.5	10.7	10.7	10.7
8090 Other Expenses	1.8			
8200 Consultants	.5	5.0	5.0	5.0
8400 Community Promotion	73.9	29.8	33.4	33.4
Total Expenditures	\$1,050.8	\$1,013.7	\$1,063.2	\$1,063.2
EXCESS REVENUES OVER (UNDER) EXPENDITURES				
Excess Revenue Over (Under) Expenditures	\$18.1	\$21.6	\$50.1	\$50.1
TRANSFERS				
Transfers In (Out):				
(Out) to General Fund for community events		(50.0)	(50.0)	(50.0)
Excess Revenues Over (Under) Expenditures & Transfers	\$18.1	(\$28.4)	\$1	\$1
FUND BALANCE				
Fund Balance - Beginning	\$604.2	\$622.2	\$593.9	\$593.9
Fund Balance - Ending	622.2	593.9	594.0	594.0
Less: Restricted - Tabor Reserve	(32.1)	(31.1)	(33.4)	(33.4)
Less: Committed 15% - Resolution #2012-24	(160.3)	(155.3)	(167.0)	(167.0)
Less: Assigned - Hanging Lake Shuttle Contingency				(60.0)
Fund Balance - Unreserved	\$429.8	\$407.5	\$393.6	\$333.6

1. Introductions
2. Tourism Promotion Board position statement
 - a. History and Purpose of the Tourism Promotion Fund.
 - b. Funds to be used for Destination Marketing.
 - c. Tourism Promotion Board's responsibility to the citizens to ensure funds are allocated in accordance with the TP Fund as was voted upon.
 - d. Tourism Promotion Fund is the only fund that is dedicated to generating economic growth for GWS.
3. Reducing Funds by \$60k will potentially lead to loss of \$8M in gross revenues for GWS which equates to \$295k in lost tax revenue for the City.
 - a. Accommodations tax of 2.5% generates \$1.1M per year. This represents \$44M in gross revenues for lodging properties within City limits. ($\$1.1\text{M}/.025=\44M)
 - b. Approx. 30% of total amount of what a family spends on vacation is spent on lodging. 70% is spent on attractions, restaurants, retail, etc.
 - c. \$146M is the gross revenue generated by guests staying in lodges within city limits. ($\$44\text{M}/.30=\146M)
 - d. City of GWS collects \$5.4M with the 3.7% city tax ($\$146\text{M} \times .037 = \5.4M)
 - e. Every dollar spent by TPF generates \$133 ($\$146\text{M}/\$1.1\text{M}=\133).
 - f. \$60k in TP funding will potentially generate \$8M in gross revenues for GWS. ($\$60\text{k} \times \$133=\$8\text{M}$)
 - g. Lodges would have to collect an additional \$2.4M in gross revenues for TP Fund to recoup the \$60k.
 - h. The market will need to add an additional \$8M in gross revenue to make up for these funds if they are not spent on destination marketing. It would be a \$295k loss in city tax revenue. ($\$8\text{M} \times .037=\295k)
4. Tourism Promotion Board Sub-Committee regarding Reserve spending
 - a. TPB purposely protected the reserves until the bridge was completed.
 - b. As neighboring resort competition grows, TPB recognizes that **additional** funding is needed to **maintain** our position in the market.
 - c. TPB feels that a **significant and ongoing** investment is needed in order to grow our markets. Reference CTO report and Xuma recommendations.
5. The TPB is supportive of contributing funds that are more directly in line with the fund's intent.
 - a. The TPB has contributed to such things as Hanging Lake crowd management and Fireworks.
 - b. The TPB would support funding for other things such as a new Visitor Center.
5. Concerns if Tourism Promotion Funds are used outside the spirit of the TP fund.
 - a. We understand that Council has had discussions on increasing the Accommodations tax as well as implementing an Attractions tax. If tax money spent is not in line with the spirit of what it was intended and in line with what citizens voted, the City will lose credibility and trust with business partners and citizens. This action contributes to the narrative that the City raises taxes that don't go toward its intended usage.
This will hinder the City's ability to develop or enhance future tourism tax.

Summary. The TPB respectfully asks the Council to reconsider the decision to appropriate \$60k from the TPF to the A&I tax for downtown maintenance. To go forward with this action at this time will bring criticism from business partners and citizens.



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
OCTOBER 4, 2018
101 W. 8TH STREET
6:00 P.M.

8 Roll Call

Mayor Mike Gamba called the meeting to order at 6:00 p.m. Present at roll call: Shelley Kaup, Rick Voorhees, Todd Leahy, Mike Gamba, Steve Davis, Jonathan Godes, and Jim Ingraham.

Also present were Debra Figueroa, City Manager; Karl Hanlon, City Manager; Steve Boyd, Chief Operating Officer; Jenn Ooton, Assistant City Manager, Economic and Community Development Director; Catherine Mythen Fletcher, City Clerk; Jessica Bowser, Assistant City Engineer; Brian Smith, Parks and Recreation Director; Gretchen Ricehill, Economic and Community Development Assistant Director; Terri Partch, City Engineer; Yvette Gustad, Finance Director;

9 Pledge of Allegiance

Mayor Gamba led in the Pledge of Allegiance.

10 Citizens Appearing Before Council. (For items NOT on Agenda - comments limited to 3 minutes)

Steve Spangler-Expressed his concern about parking spaces being eliminated downtown and the vagrants in downtown as well.

11 Agenda Changes

Mayor Gamba announced the following agenda changes:

- Item 13C: Resolution 2018-44; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Opposing Amendment 74 was moved from consent agenda to be considered separately.
- Item 15: Historical Society Annual Report was moved to the next regular meeting agenda.

12 Council Comments

Shelly Kaup- Stated that on July 5, 2018 council had voted on a motion for discretionary grants. Council placed a contingency on three of the applicants, Lift-Up, Salvation Army, and Catholic Charities, asking to meet with them and discuss their role when dealing with the homeless. Her understanding was that Mayor Gamba and Councilor Ingraham had met with these applicants and found their work to be satisfactory. Councilor Kaup was requesting that the council give the go ahead to release the grants that were withheld.

Jim Ingraham- Added to the discretionary grants discussion summarizing his meeting and discussion with Deb Wilde of Lift-Up. Deb had reassured Jim that the efforts of Lift-Up and the other organizations mentioned were there to help residents who were in need and had fallen on hard times. Councilor

Ingraham also requested from Ms. Wilde that those organizations come to a council meeting and assure council of their intentions.

Councilor Ingraham moved, seconded by Mayor Pro-Tem Leahy, to release \$2,500 dollars to each of the three organizations that had previously withheld discretionary grants, and to ask that those organizations come before Council to discuss their programs and give us reassurances that the funds are not being spent to create more problems in the community before the release of further funds

Motion passed unanimously

Vacation Rentals:

Jonathan Godes-Asked for staff to bring back an ordinance for a one year moratorium for any new vacation rental permits.

Mayor Gamba opened the item for public comment.

Chris Clark-spoke about his concern on vacation rentals and a need for better regulations in order to keep the character of the city.

Christian Henny-stated that there were several comments that council had made that he agreed with, first and foremost he wanted council to think about the community of Glenwood and maintaining that sense of community.

Mayor Gamba closed public comment.

13 Consent Agenda

- A. Urban Renewal Legal Services
- B. Letter of Support for RFSD's Grant Application of Colorado Safe Routes to School
- ~~C. Resolution 2018-44; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Opposing Amendment 74~~
- D. Ordinance No 22, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Powers and Administration of the Glenwood Springs Downtown Development Authority. (SECOND READING)
- E. Amendment to Meadows Tax Incentive Agreement

Councilor Voorhees moved, seconded by Councilor Kaup, to approve the consent agenda.

Motion passed unanimously

13C Resolution 2018-44; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Opposing Amendment 74

Councilor Davis stated that he had requested resolution 2018-44 be pulled from the consent agenda. Karl Hanlon explained briefly what Amendment 74 would do if it was passed.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Kaup moved, seconded by Councilor Ingraham, to approve Resolution 2018-44

Motion passed unanimously

14 Hanging Lake Contract

Debra Figueroa explained that staff had been working with the Forest Service for several months to design an operational reservation system and shuttle service that leaves from one or more locations in Glenwood Springs. To ensure staff had as many options as possible and everyone had an opportunity to participate staff prepared a Request for Qualifications, expected to be released the next week and responses would be due in mid-November.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Ingraham moved, Seconded by Councilor Godes, to approve the contract between the City of Glenwood Springs and the USDA Forest Service White River National Forest with respect to hanging lake.

Motion passed unanimously

15 Historical Society Annual Report

This item was moved to the October 18, 2018 regular meeting

16 27th Street Bridge Replacement Notice to Award

Jessica Bowser presented to council the bids that were received by the City at the September 21, 2018 public bid opening for the 27th Street Bridge Replacement. The apparent low bid came from Ralph L. Wadsworth with a bid of \$9,835,123.35. The City could jeopardize almost \$2.6 million dollars in grant funding if this project is delayed or cancelled. The rejection of this funding could potentially jeopardize future grant application eligibility with DOLA and FHWA Off-System Bridge.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Godes moved, seconded by councilor Kaup, to approve the 27th Street Bridge Construction Contract as recommended by staff with CDOT concurrence to the apparent low bid to Ralph L. Wadsworth

Motion passed unanimously

17 Resolution 2018-43; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adoption Parks Rules and Regulations

Brian Smith spoke to council about the new rules and regulations for the City's parks. There has not been a formal adoption of a general set of governing rules and regulations beyond a few prohibited acts as stated in 090.030.050 of the code. Seeing inconsistent information among various rule signs posted at the City's Parks and the difficulty in which the Police Department is tasked with enforcing these non-codified rules, staff have worked with the Parks and Recreation Commission to review and formulate general rules and regulations for formal adoption by the City Council.

Mayor Gamba opened the item for public comment.

Pat Gratis-Spoke to council expressing that the address on the sign for Veltus Park was incorrect and wanted the address updated.

Mayor Gamba closed public comment.

Councilor Kaup moved, seconded by councilor Davis, to approve Resolution 2018-43; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting Parks Rules and Regulations.

Motion passed unanimously

18 Resolution 2018-41; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting the Garfield County Hazard Mitigation Plan

Gretchen Ricehill and Terri Partch explained to council that in 2000, US Congress passed the Disaster Mitigation Act which requires that state and local governments develop a hazard mitigation plan to be eligible for Federal Emergency Management pre- and post-disaster mitigation funding. Garfield County took the lead and, in consultation with the county's jurisdictions and fire districts, prepared a multi-jurisdictional Hazard Mitigation Plan, which the Board of County Commissioners adopted in late fall 2017. The City is required to adopt the plan by resolution to qualify for Federal pre- and post-disaster mitigation funding. Funding sources include FEMA's Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and the Flood Mitigation Assistance Program.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Ingraham moved, seconded by councilor Davis, to approve Resolution 2018-41 to adopt the Garfield County Hazard Mitigation Plan

Motion passed unanimously

19 Budget Discussion

Steve Boyd spoke to council about the budget for 2019. Council attended its 3rd and final work session concerning the budget for next year and Mr. Boyd believed that staff had a firm understanding on where council stood. He explained the next step would be to submit the budget and they allow for public inspection starting the following day and a public hearing would be held two weeks from this meeting for any public to speak on the budget. After this hearing Council can make changes to the budget as they see fit, after which Council would adopt the budget at the first meeting in November.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Kaup moved, seconded by councilor Godes, to shift \$60,000 from the Tourism and Promotion to the A and I budget to go towards the maintenance of downtown and make a request to the DDA to ask them to designate \$40,000 for the same use

Motion passed

Ayes: Kaup, Voorhees, Gamba, Godes, Ingraham

Nays: Leahy, Davis

Councilor Godes moved to fund the Historical Society for \$50,000 as council has done, and that any additional that they see fit to request they go through the normal grant process and any other non-profit has to do to keep council from having to make decisions on a one-off basis

The motion died for lack of a second

20 Plan of Finance Resolution; Resolution 2018-42; A Resolution of the City of Glenwood Springs, Colorado, Declaring the Intent of the City Council to Proceed with the Plan of Finance Authorized at an Election Held on November 8, 2016, and Directing City Staff, Agents and Advisors to Proceed with Preparation of an Ordinance for Consideration by the City Council and to Undertake Such Actions as may be Necessary to Put Such Plan into Effect Following Final Direction By the City Council.

The 2016 election held on November 8th provided the City with the ability to issue up to approximately \$54 million in debt. Council has identified infrastructure projects, including the replacement of the 27th Street Bridge and reconstruction of South Midland, that will require debt financing to complete. In summary the transaction includes a total bond amount of \$22,180,000 which provides the City with a \$20,000,000 project account, pays the closing feed of approximately \$202,100 and establishes a debt service reserve as required by the bank. The instrument carries an estimated fixed interest rate of 3.20% (All-in True Interest Cost and as of September 27, 2018, subject to change between now and closing).

Mayor Gamba opened the item for public comment and no comments were noted. Mayor Gamba closed public comment.

Councilor Ingraham moved, seconded by Councilor Davis, to adopt Resolution 2018-42; A Resolution of the City of Glenwood Springs, Colorado, Declaring the Intent of the City Council to Proceed with the Plan of Finance Authorized at an Election Held on November 8, 2016, and Directing City Staff, Agents and Advisors to Proceed with Preparation of an Ordinance for Consideration by the City Council and to Undertake Such Actions as may be Necessary to Put Such Plan into Effect Following Final Direction By the City Council

Motion Passed unanimously

21 Report From City Administration:

- A. City Manager
 - i. E-Agenda System
 - ii. Requests from Council on ballot issues they would like support or oppose
- B. City Attorney
 - i. Reminded Council he would absent during the next regular meeting
- C. Correspondence: Incoming/Outgoing

25 Adjournment

The meeting was adjourned at 10:00pm



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
OCTOBER 18, 2018
101 W. 8TH STREET
6:00 P.M.

11 Roll Call

Mayor Mike Gamba called the meeting to order at 6:00 p.m. Present at roll call: Shelley Kaup, Todd Leahy, Jonathan Godes, and Jim Ingraham. Absent: Rick Voorhees and Steve Davis.

Also present were Debra Figueroa, City Manager; Anna Itenberg, Assistant City Attorney; Steve Boyd, Chief Operating Officer; Jennifer Ooton, Assistant City Manager, Economic and Community Development Director; Roxanna Peskuski, Deputy City Clerk; Terri Partch, City Engineer; Josh Blythe, Assistant City Engineer; Trent Hyatt, Senior Planner;

12 Pledge of Allegiance

Mayor Gamba led in the Pledge of Allegiance.

13 Citizens Appearing Before Council. (For items NOT on Agenda - comments limited to 3 minutes)

Dan Sullivan-Asked for Council to consider allowing the closing time for retail marijuana businesses be extended.

Anthony Hershey-Expressed his concern that some council members had a conflict of interest on certain items on the agenda.

14 Agenda Changes

Mayor Gamba announced the following agenda changes:

- Consent Agenda Item 17C would be considered separately
- Item 25 Resolution 2018-28; A Resolution of the City Council of Glenwood Springs, Colorado, Supporting Colorado Mountain College's Issue 7D has been removed
- Item 20 Resolution 2018-45; A Resolution of the City Council of Glenwood Springs, Colorado, Supporting the Roaring Fork Transportation Authority's Ballot Issue 7A was moved to just after the Consent Agenda

15 Council Comments

Jim Ingraham-expressed his concerns about the health of the community, he explained how he felt about the City's grant process, and that he may be abstaining from some of the items on this agenda.

Jonathan Godes-address the comments made by Dan Sullivan, he clarified that although he does not like the grant process at the City the people who help with the process from boards and the City are not why he has that opinion.

16 Proclamation – Leslie Bethel

Mayor Gamba read the Proclamation recognizing Leslie Bethel. Her son Jack accepted the proclamation and thanked council.

17 Consent Agenda:

- A. Receipt of Minutes of the September 20, 2018 Regular Meeting
- B. Resolution 2018-49; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting and Authorizing Implementation of an Interim Procurement Policy
- C. ~~BD 2018-47 – Grand Avenue Pedestrian Bridge Epoxy Overlay Project~~

Councilor Voorhees moved, seconded by Councilor Kaup, to approve the consent agenda.

Motion passed unanimously

17C BD 2018-047 – Grand Avenue Pedestrian Bridge Epoxy Overlay

Terri Partch and Josh Blythe spoke to council about the epoxy overlay project for the Grand Avenue Pedestrian Bridge. The City Engineering Department has been working to develop a solution to the cracking occurring on the Grand Avenue Pedestrian Bridge. With the help of WJE Associates, Inc. the City has put together a plan that combines the application of joint sealant and an epoxy broadcast overlay to mitigate the current surface conditions.

Councilor Godes moved, seconded by Councilor Kaup to approve BD 2018-047 – Grand Avenue Pedestrian Bridge Epoxy Overlay

Motion passed unanimously

20 Resolution 2018-45; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Supporting the Roaring Fork Transportation Authority's Ballot Issue 7A

Pitkin County Commissioner George Newman and chair for RFTA explained to council what this ballot issue would fund.

Mayor Gamba opened the item for public comment:

Heather McGregor-spoke in support of ballot issue 7A

Mayor Gamba closed public comment.

Councilor Kaup moved, seconded by Councilor Voorhees to approve Resolution 2018-45; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Supporting the Roaring Fork Transportation Authority's Ballot Issue 7A

Ayes: Godes, Davis, Gamba, Voorhees, Kaup

Nays: Leahy

Abstained: Ingraham

Motion passes

18 Historical Society Annual Report

Bill Kight, Director of the Frontier Historical Museum, presented to council the annual report for the Historical Society including the Museum. In his presentation he explained why the ghost walk was cancelled and the Society's need for addition funding this year.

19 Planning Item #12-18: Consideration of Rezoning 1304 Grand Avenue from RT Residential Transitional to M1 Mixed Use and an amendment to the 2011 Glenwood Springs Comprehensive Plan Future Land Use Map from Multi-Family Residential to Commercial

Action 1 – Comprehensive Plan Future Land Use Map Amendment – to revise the classification of the subject property from Multi-family Residential to Commercial. The Planning and Zoning Commission voted 5-1 to recommend approval of the Comprehensive Plan Future Land Use Map amendment.

Action 2 – Rezoning – of the subject property from RT Residential Transitional to M1 Mixed Use. The Planning and Zoning Commission voted 5-1 to recommend approval with conditions of the rezoning amendment.

Mayor Gamba opened the item for public comment:

Kirk Swallow-expressed his support in this zoning change.

Mayor Gamba closed public comment.

Mayor Pro-Tem Leahy moved, seconded by Councilor Davis on Action Item No. 1 to affirm the recommendation of the Planning and Zoning Commission and approve the Com Plan Amendment with the recommended findings listed on page 1 of the suggested motions attachment to the staff report

Motion passed unanimously

Mayor Pro-Tem Leahy moved, seconded by Councilor Voorhees on Action Item No. 2 to affirm the recommendation of the Planning and Zoning Commission and grant the rezoning with the recommended findings and conditions listed on pages 1-2 of the suggested motions attachment to the staff report.

Motion passed unanimously

21 Public Hearing – Proposed Budget

Steve Boyd summarized the final steps for adopting the 2019 budget. On November 1, Council is required to adopt a budget. Further changes to the budget after that are done via resolution. Staff needs to know what changes, if any, to make in the attached budget prior to its vote for adoption on November 1.

Mayor Gamba opened the item for public comment:

Nancy Heard -spoke on behalf of the Tourism and Promotion Board to ask that council reconsider their decision on take \$60,000 out of the boards fund to help with maintenance of downtown.

Ian Exelbert-spoke on behalf of the Glenwood Springs Chamber Resort Association and asked Council to reconsider its decision of the reallocation of funds.

Barbara Hille-supported the Tourism and Promotion Board and the fund that they oversee.

Lindsey Lewis-supported the Tourism and Promotion Board and suggested that if the City cannot maintain what it has built or will built they should wait on it for now.

Mayor Gamba closed public comment.

Councilor Davis moved, seconded by Councilor Ingraham to increase the budget for the Historical Society by \$10,000 for the 2019 budget cycle

Motion passed unanimously

Mayor-Pro-Tem Leahy moved, seconded by Councilor Davis to not take \$60,000 from the Tourism and Promotion Board reserve fund to place in the A and I fund

Ayes: Godes, Davis, Leahy

Nays: Ingraham, Gamba, Voorhees, Kaup

Motion failed

Mayor Gamba called for a brief break at 9:27pm

The meeting reconvened at 9:35pm

22 Ordinance No 23, Series 2018, An Ordinance of the City of Glenwood Springs, Colorado Temporary Moratorium on the Acceptance and Processing of New Vacation Rental Permit and Business License Applications (FIRST READING)

Anna Itenberg spoke to council about the moratorium explaining the intent is to put a brief hold on vacation rental permits in light of complaints that have been received to allow the city council to receive public comment and discuss whether there are any regulations that need to be implemented. The moratorium would not apply to permits issued prior to the effective date.

Mayor Gamba opened the item for public comment:

The following people were in support of the Moratorium:

Linda Holloway, David Fulton, Lindy Clarke, Bill Coleman, Mike Blair, Chris Clarke, Les Selzer

The following people were against the Moratorium:

Natalie Callum, Rachel Winn, Marco Dehm, Kristine Del Rio, Luis Del Rio, Dan Kellogg

Mayor Gamba closed public comment.

Councilor Godes moved, seconded by Councilor Kaup to adopt Ordinance No 23, Series 2018 with a revision to the term of the Moratorium to be 4 months and for there to be a robust public process

Ayes: Ingraham, Godes, Davis, Voorhees, Kaup

Nays: Gamba, Leahy

Motion passed

23 School Street-Project Overruns and Additional Funding Needed for Trees

Terri Partch explained that in the Spring of this year the City applied for a joint grant with the Roaring Fork School District to reconfigure the Glenwood Springs Elementary School Entrance and rebuild School Street to widen to Two lanes and improve drainage. The school district has stated that the cost of the project had overrun and is requesting that we split the project overrun cost in the amount of an additional \$18,000.

Another issue that has developed on the project is the replacement of street trees on 11th street. Mature trees on 11th street were removed to allow for the placement of a sidewalk. Replacement trees were anticipated and included with the project. However, an irrigation system and water tap were not included with the design. It was determined that the cheapest way to provide irrigation to the planned tree would be to work with the property owner to provide private water to the trees.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Ingraham moved, seconded by Councilor Davis to approve sharing overrun costs with the school district in the amount of \$13,600 and approve reimbursing the homeowner for the additional irrigation costs in the amount of \$8,810

Ayes: Ingraham, Davis, Gamba, Leahy, Voorhees

Nays: Godes, Kaup

Motion passed

Mayor Pro-Tem Leahy excused himself for the rest of the meeting at 10:54pm

Councilor moved Ingraham, seconded by Councilor Voorhees to extend the meeting to 11:15pm

Motion Passed Unanimously (Leahy Absent)

24 Resolution 2018-46; A Resolution of the City Council of the City of Glenwood Springs, Colorado, in Opposition to Proposition 112 Setting Statutory Setback Requirement for Oil and Gas Development on the November 2018 General Election Ballot

Mayor Gamba talked about this ballot question and realizes that this question is controversial however, the Garfield County Commissioners explained prior that if this ballot question passes the County would not be contributing funding to the South Bridge project. This resolution would show the commissioners the City's support.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

Councilor Ingraham moved, seconded by Councilor Davis to adopt Resolution 2018-46

Ayes: Ingraham, Godes, Davis, Gamba

Nays: Kaup

Abstain: Voorhees

Motion passed

~~25 Resolution 2018-48; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Supporting Colorado Mountain College's Ballot Issue 7D~~

26 Resolution 2018-50; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Supporting Proposition 110 Increasing Statewide Sales Tax for Transportation on the 2018 General Election Ballot

Mayor Gamba combine item number 26 and 27.

27 Resolution 2018-51; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Opposing Proposition 110 Increasing Statewide Sales Tax for Transportation on the 2018 General Election Ballot

Mayor Gamba briefly explained Proposition 110.

Councilor Ingraham moved, seconded by Councilor Voorhees, to approve Resolution 2018-51; the resolution to oppose Proposition 110

Ayes: Ingraham, Godes, Davis, Gamba, Voorhees

Nays: Kaup

Motion passed

28 Resolution 2018-52; A resolution of the City Council of the City of Glenwood Springs, Colorado, Opposing Proposition 109 ("Fix Our Damn Roads") on the 2018 General Election Ballot

This item was tabled

29 Resolution 2018-47; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting a Policy and Authorizing Implementation of an Updated Neighborhood Traffic Calming Policy

This item was continued to the next regular city council meeting

30 Call for Art Award

Jenn Ooton explained that the City of Glenwood Springs received a \$20,000 grant from the National Endowment for the Arts (NEA) for public art on a future plaza area west of the touchdown site of the new pedestrian bridge, known as the North Landing. In July, City Council authorized the release a national Request for Proposals (RFP)/Call for Art to choose an artist or artist team with artistic merit, as well as experience with community engagement in the placemaking process, for this project.

Seventeen responses to the Call for Art were competitively reviewed by the Art and Culture Board, and then a panel comprising representation from the Arts and Culture Board, the City of Glenwood Springs,

the Downtown Development Authority, and the Chamber narrowed the recommendation to one artist. Madeline Wiener has been “the founder, director, and instructor of the annual MARBLE/marble symposium in Marble, CO since 1989” and has extensive experience in creating public art.

Councilor Voorhees moved, seconded by Councilor Kaup to select artist Madeline Wiener to develop conceptual plans and designs for an original 3-dimensional work of art for the North Landing

Ayes: Godes, Davis, Gamba, Voorhees, Kaup

Nays: Ingraham

Motion passed

31 Additional Contract Services for the US EPA Brownsfield Area-Wide Planning Services Contract/Stromberg/Garrigan & Associates, Inc.

Jenn Ooton spoke to council about the additional contract services. The Moving Forward Together Plan is funded by a \$200,000 EPA Brownfield Area-Wide Planning grant. SGA is currently contracted for \$188,500 worth of services. Over the past several months, additional site constraints in the Confluence Area have been identified, including setbacks related to the railroad Right-of-Way and constraints related to the Civic Complex. This additional information has delayed the final draft of the plan, which was originally anticipated to be completed this summer. These technical constraints have impacts on the development yield for the Confluence, and SGA is proposing to show several alternatives that are feasible options for the site, depending on the future status of the railroad ROW. The proposal includes an additional \$25,000 for drafting the alternatives and \$1,575 for one additional in-person meeting (beyond the one remaining trip for the final Area Wide Plan presentation).

Council continued this item to the next regular council meeting.

32 Report From City Administration:

- A. City Manager
- B. City Attorney
- C. Correspondence: Incoming/Outgoing

33 Council Reports on Boards, Committee and Commission Meetings

34 Adjournment

The meeting was adjourned at 11:15pm



MINUTES
CITY OF GLENWOOD SPRINGS
SPECIAL CITY COUNCIL MEETING
October 22, 2018
101 W. 8TH STREET
4:00 P.M.

1 Roll Call

Mayor Gamba called the meeting to order at 6:00 p.m. Present at roll call: Shelley Kaup, Rick Voorhees, Mike Gamba, Jonathan Godes, and Jim Ingraham. Absent: Todd Leahy

Also present were Debra Figueroa, City Manager; Karl Hanlon, City Attorney; Jennifer Ooton, Assistant City Manager and Community and Economic Development; Catherine Mythen Fletcher, City Clerk; Roxanna Peskuski, Deputy City Clerk; Eric Arnette, IT Director; Gary Tillotson, Fire Chief; Robin Millyard, Public Works Director;

2 Pledge of Allegiance

Mayor Gamba led in the Pledge of Allegiance.

3 Work Session: Civic Clerk Agenda Review

Mayor Gamba adjourned the meeting for a work session with the IT Department at 6:05pm

The Regular Session was reconvened at 5:00pm

4 Resolution 2018-53; A Resolution of the City Council or the City of Glenwood Springs, Colorado, Accepting a Mini Grant From the Garfield County Federal Mineral Lease District for the Fire Department to Purchase Unmanned Aerial Vehicle(s) and for Training and Pilot Licensing

Chief Tillotson explained that the City of Glenwood Springs Fire Department ("Department") applied for a Garfield County Federal Mineral Lease District ("GCFMLD") Mini Grant to initiate a "Firefighting, Imaging Rescue, and Emergency Drone Unmanned Pilot" (FIRED UP) Program. This grant will fully fund two drones totaling \$24,630. The drones will be complete with thermal imaging/zoom lens. The Department's commitment is to develop a training program for six staff members estimated at \$6,480.

FIRED UP will provide new and enhanced capabilities for the Department. Quickly maneuvering adverse conditions and surveying challenging terrain by drone will reduce risks to fire fighters and increasing efficacy and efficiency of our rapid response to fire and rescue calls.

Councilor Voorhees moved, seconded by Councilor Kaup, to approve Resolution 2018-53; A Resolution of the City Council or the City of Glenwood Springs, Colorado, Accepting a Mini Grant From the Garfield County Federal Mineral Lease District for the Fire Department to Purchase Unmanned Aerial Vehicle(s) and for Training and Pilot Licensing

Ayes: Ingraham, Davis, Gamba, Voorhees, Kaup
Abstained: Godes

Motion passed (Absent: Leahy)

5 Work Session: North Landing

Mayor Gamba adjourned the meeting for a work session with the Community Development Department at 5:20pm

6 Work Session: Blue Ridge Services Presentation for South Canyon Landfill

There being no further business, the meeting was adjourned at 7:30pm



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item:	Resolution 2018-54; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Local Parks and Outdoor Recreation (LPOR) Grant to Improve Access and Amenities at Two Rivers Park
Action Requested:	Approve Resolution 2018-54 supporting the application for the GOCO Local Parks and Outdoor Recreation Grant to construct improvements along the Two Rivers Park shoreline.
Department:	Parks & Recreation
Presented By:	Brian Smith, Recreation Director
Background Info:	This Resolution supports a grant application for the Great Outdoors Colorado Local Park & Outdoor Recreation (LPOR) Grant programs, which is designed to assist with outdoor recreation capital improvement projects. The grant request is for \$350,000 for Two Rivers Park Improvements. There is no cap on the total project cost for LPOR. A pre-application draft has been submitted to GOCO for review and feedback. Grant is awarded in March 2019. The LPOR grant programs require a minimum match of 25% of the total project cost, a minimum of 10% of which must be cash. For the purposes of this grant request the project phases incorporated are the Pedestrian Bridge, Excavation and Removal of Industrial Debris, CDOT Class D 3 Lane Boat Ramp, River Trail, and Riparian Vegetation Plantings for a project phase total of \$662,540. The grant request is for \$350,000 matched with \$312,540 in local contributions.
Issues:	None.
Staff Recommendation:	Approve Resolution 2018-54.

RESOLUTION 2018-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING AND SUPPORTING THE APPLICATION FOR A GREAT OUTDOORS COLORADO (GOCO) LOCAL PARK AND OUTDOOR RECREATION (LPOR) GRANT TO IMPROVE ACCESS AND AMENITIES AT TWO RIVERS PARK.

WHEREAS, the City of Glenwood Springs is a political subdivision of the State of Colorado, and therefore an eligible applicant for a Great Outdoors Colorado (GOCO) Local Park and Outdoor Recreation (LPOR) grant (the “Grant”); and

WHEREAS, the City of Glenwood Springs is submitting a Grant application requesting a total award of \$350,000 to implement the community’s vision for enhanced outdoor recreation amenities and access to the shoreline at Two Rivers Park, located along the Colorado River in the downtown area; and

WHEREAS, public surveys and visioning workshops have revealed that aging park facilities are insufficient for current users and access to the river is limited; and

WHEREAS, the Grant will allow the City to improve river access, construct a new trail, and upgrade amenities to accommodate users of all types, including boaters, rafters, kayakers, angler, and park-going families; and

WHEREAS, the City Council supports the completion of the project if the Grant is awarded by GOCO.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, RESOLVES THAT:

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

Section 2. The City Council of the City of Glenwood Springs strongly supports the application for the Grant to improve river access, construct a new trail, and upgrade amenities to accommodate users of all types, and has appropriated \$312,540 in matching funds for a grant.

Section 3. The City Council of the City of Glenwood Springs will authorize the expenditure of funds necessary to meet the terms and obligations of any Grant awarded pursuant to a Grant Agreement with GOCO.

Section 4. If the Grant is awarded, the City of Glenwood Springs hereby authorizes the Mayor or Mayor Pro-Tem to sign the Grant agreement with GOCO.

INTRODUCED, READ, AND PASSED THIS 1ST DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item:	Resolution 2018-55; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Grant to Develop a Plan for Parkland in the South Canyon Area
Action Requested:	Authorize Resolution 2018-55 supporting the application for a Great Outdoors Colorado (GOCO) Grant to Develop a Plan for Parkland in the South Canyon Area.
Department:	Parks & Recreation
Presented By:	Brian Smith, Recreation Director
Background Info:	This Resolution supports a grant application for the Great Outdoors Colorado Planning Grant, which is designed to assist Local Governments plan for future outdoor recreation projects. The grant request is for \$75,000 for South Canyon Improvements. The Planning program requires a minimum match of 25% of the total project cost, a minimum of 10% of which must be cash. The plan will provide recommendations for improving and protecting the canyon's ecosystem while enhancing public access to recreation and historical resources in the area. The plan will also build upon recent studies and public outreach to address a variety of proposed upgrades to existing outdoor recreation areas as well as the development of new recreational opportunities in the area.
Issues:	None.
Staff Recommendation:	Approve Resolution 2018-55.

RESOLUTION 2018-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING AND SUPPORTING THE APPLICATION FOR A GREAT OUTDOORS COLORADO (GOCO) GRANT TO DEVELOP A PLAN FOR PARKLAND IN THE SOUTH CANYON AREA.

WHEREAS, the City of Glenwood Springs is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by Great Outdoors Colorado (GOCO) (the “Grant”); and

WHEREAS, the City of Glenwood Springs is submitting a Grant application requesting a total award of \$75,000 to develop an area plan for the approximately 3,000 acres of designated parkland in the South Canyon area, west of downtown Glenwood Springs; and

WHEREAS, the City Council supports the completion of the project if the Grant is awarded by GOCO.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, RESOLVES THAT:

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

Section 2. The City Council of the City of Glenwood Springs strongly supports the application for the Grant to develop an area plan for the approximately 3,000 acres of designated parkland in the South Canyon area, west of downtown Glenwood Springs, and has appropriated \$25,000 in matching funds for the Grant.

Section 3. The City Council of the City of Glenwood Springs will authorize the expenditure of funds necessary to meet the terms and obligations of any Grant awarded pursuant to a Grant Agreement with GOCO.

Section 4. If the Grant is awarded, the City of Glenwood Springs hereby authorizes the Mayor or Mayor Pro-Tem to sign the Grant Agreement with GOCO.

INTRODUCED, READ, AND PASSED THIS 1ST DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item:	Resolution 2018-56; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Mini Grant to Make Improvements to Axtell Park.
Action Requested:	Approval by City Council of this Resolution to allow the City of Glenwood Springs Parks Department to apply for a \$30,000 GOCO Mini Grant to make improvements to Axtell Park.
Department:	Parks & Recreation
Presented By:	Brian Smith, Recreation Director
Background Info:	The current restrooms at Axtell Park at 37 years old and are not Americans with Disabilities Act (ADA) compliant. Costs to improve these restrooms and bring them up to ADA standards are estimated at \$60,000. The City of Glenwood Springs Parks Department is seeking approval to apply for \$30,000 in GOCO Mini Grant funding toward this project. The City will commit a \$30,000 local match to cover project expenses. These improvements will not only bring the park's restrooms into complacency with federal regulations, they will also provide an improved guest experience for all who visit Axtell Park. Being situated in a neighborhood close to residences, schools, and churches, Axtell Park provides space for a diverse community.
Issues:	None.
Staff Recommendation:	Approve Resolution 2018-56.

RESOLUTION 2018-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING AND SUPPORTING THE APPLICATION FOR A GREAT OUTDOORS COLORADO (GOCO) MINI GRANT TO RENOVATE RESTROOM FACILITIES IN AXTELL PARK.

WHEREAS, the City of Glenwood Springs is a political subdivision of the State of Colorado, and therefore an eligible applicant for a Great Outdoors Colorado (GOCO) mini grant (the “Grant”); and

WHEREAS, the City of Glenwood Springs is submitting a Grant application requesting a total award of \$30,000 to renovate the restroom in Axtell Park for compliance with the Americans With Disabilities Act (ADA); and

WHEREAS, the City Council supports the completion of the project if the Grant is awarded by GOCO.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, RESOLVES THAT:

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

Section 2. The City Council of the City of Glenwood Springs strongly supports the application for the Grant to renovate the restroom in Axtell Park for ADA compliance, and has appropriated \$30,000 in matching funds for the grant.

Section 3. The City Council of the City of Glenwood Springs will authorize the expenditure of funds necessary to meet the terms and obligations of any Grant awarded pursuant to a Grant Agreement with GOCO.

Section 4. If the Grant is awarded, the City of Glenwood Springs hereby authorizes the Mayor or Mayor Pro-Tem to sign the Grant agreement with GOCO.

INTRODUCED, READ, AND PASSED THIS 1ST DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: Appointment Downtown Development Authority - Jon Zalinski

Action Requested: Appoint Jon Zalinski to the newly created seat on the DDA.

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: On October 4, 2018, City Council approved an ordinance amending the powers and administration of the Downtown Development Authority Board to increase the number of regular voting members to seven (7) appointed from the general public. Ordinance 22, Series 2018 also retained one seat for a City Councilor appointed by the Mayor to serve as a liaison between the Council and the Authority. The City Councilor on the Board votes only when there would not otherwise be a quorum or when there is a tie vote amongst the members of the Authority Board.

In September, Council appointed Christian Henny to the Downtown Development Authority to fill a vacancy and Jon Zalinski to an alternate position, with the intent of appointing Mr. Zalinski to the newly created seat once that process was finalized.

Issues:

Staff Recommendation: Appoint Jon Zalinski to the newly created seat on the DDA.



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: Vacation Rental Public Engagement Timeline

Action Requested: Staff has prepared a timeline and work plan to create a thorough public engagement process / develop and implement updated vacation rental regulations during the temporary moratorium.

Staff is requesting that Council proceed with the proposed timeline and work plan to create a thorough public engagement process / develop and implement updated vacation rental regulations during the temporary moratorium.

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info:

City Council at its October 18, 2018 meeting, voted on first reading to enact a 4-month moratorium on new vacation rental applications and directed staff to develop a robust public engagement process to gather information on the topic. City Council also asked staff to bring information to the next Council meeting regarding the proposed timeline and work plan for the next four months. Per the language in Ordinance 23-Series 2018, the intent of this timeout for new applications is to develop and implement updated vacation rental regulations during the temporary moratorium.

If the moratorium is approved on second reading on Nov. 1, 2018, the moratorium would end on March 14, 2019.

Staff proposes the following approach:

October-December

- Look back in tax collection software and see if we can isolate vacation rentals from other accommodation taxpayers
- Compile and analyze information about other Colorado jurisdictions' approach to vacation rentals (special focus on other resort communities) and industry best practices
- Develop map of existing vacation rentals within Glenwood Springs
- Compile information about complaints (Police Department and Community Development)
- Advertise openings on reformulated Housing Commission

Week of November 5

- Send out inquiry letters to the following entities (see attached letter):
 - § Chamber Resort Association Board
 - § Tourism Promotion Board
 - § Downtown Development Authority
 - § Housing Commission (existing ad hoc membership or wait until formal membership)
 - § Imagine Glenwood
 - § North Glenwood Caucus
- Develop a SurveyMonkey about vacation rental practices to send out to the public

January

- Hold one or more Special Meeting(s)/Open House(s)

February

- Public Hearing before Planning Commission

Any amendment to Title 070 of the Code of Ordinances requires public hearings before both the Planning Commission and City Council.

A Code amendment is a legislative decision by the City Council. Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment:

Is consistent with the Comprehensive Plan and other City policies;

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

Is necessary to address a demonstrated community need;

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

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

March

- City Council Public Hearing

Issues:

None.

Staff Recommendation:

Proceed with the staff recommended timeline and work plan.



CITY OF GLENWOOD SPRINGS

Department of Community Development

October 19, 2018

RE: Short Term Rental Public Input

On November 1st, 2018 City Council instituted a moratorium on Short Term Rentals within the boundaries of the City of Glenwood Springs in order to be better informed on regulatory tools, current program specifics, and community opinion and input.

In order to achieve important public input, the City is looking for insight from community groups and organizations on their thoughts, concerns, and recommendations. Here is a list of questions we would like your consideration and feedback on, in addition to anything else you would like to add to the conversation.

1. Do you think vacation rentals should be allowed in Glenwood Springs?	Yes	No	Unsure
2. Do you think a license should be required to operate a vacation rental?	Yes	No	Unsure
3. Do you think the City should limit the number of short term rentals that can occur or should it be open to any number that want to operate?	Yes	No	Unsure
4. Do you agree with regulations that would require an owner to occupy the residence for a minimum amount of time annually in order to operate a short term rental?	Yes	No	Unsure
5. Do you agree or disagree that only Primary Residences should be eligible for vacation rentals? This would mean that second homes would not be eligible.	Yes	No	Unsure
6. Do you think Neighbors should be notified for public comment when an applicant in their immediate area applies for a vacation rental permit?	Yes	No	Unsure
7. Do you believe that vacation rentals should be limited to certain zoning districts within the City, or available in all zone districts commercial and residential?	Limited	All Zones	Unsure
8. Do you believe there should be a concentration limit for multi-family buildings such as apartment buildings?	Yes	No	Unsure
9. Do you think a \$110 one time permit application fee is appropriate for vacation rental licenses? Would you increase it, decrease it, or remain the same.	Increase	Decrease	Remain

Please feel free to add comments and elaborate on any of the above questions and add any other concerns or recommendations you feel would be helpful in informing Council on this matter. Please share this information with your organization members. Thank you and please let us know if you have any questions regarding this matter.

Sincerely,

Hannah Klausman
Planner II
970.384.6407
hannah.klausman@cogs.us



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: Ordinance No 23, Series 2018, An Ordinance of the City of Glenwood Springs, Colorado Temporary Moratorium on the Acceptance and Processing of New Vacation Rental Permit and Business License Applications (SECOND READING)

Action Requested: Consideration of Ordinance 2018-23 - Moratorium on New Vacation Rentals.

Department: City Administration

Presented By:

Background Info: City Council directed staff to prepare an Ordinance for a temporary moratorium on the acceptance and processing of new vacation rental permits and associated business license applications.

Issues:

Staff Recommendation: Staff defers to Council.

Ordinance No. 23

Series of 2018

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO TEMPORARY MORATORIUM ON THE ACCEPTANCE
AND PROCESSING OF NEW VACATION RENTAL PERMIT AND
BUSINESS LICENSE APPLICATIONS.**

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

WHEREAS, The City Council of the City of Glenwood Springs recognizes there are increasing impacts to the community as a result of a rise in vacation rentals; and

WHEREAS, the City Council has determined it is in the best interests of the City to impose a temporary moratorium on new vacation rental permits and associated business licenses to allow the City time to receive public comment and develop and implement updated vacation rental regulations.

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

Section 1. The recitals hereinabove are hereby adopted as findings and incorporated herein.

Section 2. The City Council of the City of Glenwood Springs hereby imposes a temporary moratorium on the acceptance and processing of new vacation rental permits and associated business license applications for a period not to exceed four months from the effective date of this Ordinance as set forth below. An application prior to the effective date will be deemed complete if both permit and license applications plus fees are submitted. This moratorium shall not apply to renewals of permits and licenses applied for or issued prior to the effective date.

Section 3. This moratorium shall apply to all vacation rentals as defined in GSMC 070.030.030(e)(7) (Accessory Tourist Rentals) and 070.030.030(e)(9) (Short Term Rentals).

Section 4. During the Temporary Moratorium the City Council and the City Staff shall take public input and develop new and/or updated vacation rental regulations.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 18TH DAY OF OCTOBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE
OF SECOND PUBLICATION THIS ____ DAY OF _____, 201____.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen Fletcher, City Clerk



Neighborhood Traffic Calming Policy (Updated October 2018)

Purpose

Maximizing accessibility and balancing the needs of all road users is at the heart of the City of Glenwood Springs' planning and engineering efforts.

The City of Glenwood Springs' Long Range Transportation Plan, adopted in 2015, envisions *“a multi-modal transportation system that safely and efficiently moves people and goods, enhances the quality of life, promotes economic vitality, and exemplifies the historic community character that is Glenwood Springs.”* Safety, accessibility, and livability are among the goals included in the plan.

This plan is translated into action via the City's Street Design Standards, revised in August of 2018, which call for the creation of a transportation system that “encourage[s] alternate mode use, especially walking and bicycling, by working toward a safe balance of all street users, including automobiles, trucks, bicycles and pedestrians.”

The City of Glenwood Springs recognizes that neighborhood traffic conditions can negatively impact our community's livability and economic vitality. Failure to obey posted speed limits, missing or substandard pedestrian and bicycle infrastructure, and increased traffic volumes on historically residential streets are among the issues that we aim to identify and address via our Neighborhood Traffic Calming Program.

About the Traffic Calming Program

“Traffic calming” refers to targeted efforts to reduce automobile speeds or volumes, through physical, educational, and enforcement measures, as a means to improve the quality of life in both residential and commercial areas and increase the safety and comfort of walking and bicycling.

The City is committed to proactively identifying existing roadways where traffic calming may be desirable, incorporating appropriate traffic calming elements into City street projects, and ensuring potential traffic calming needs are identified as a component of the Development Review process. In addition, we have created a petition-based process that allows concerned residents and business owners to bring additional potential traffic calming projects to the City's attention.

Traffic calming is context sensitive, and effective traffic calming solutions vary from neighborhood to neighborhood. Local residents and business owners are uniquely positioned to identify problems and propose context-sensitive solutions for their area. For this reason, all traffic calming projects will include

neighborhood consultations that allow affected residents to participate in identifying the most effective approach for their unique needs.

Implementation of the Neighborhood Traffic Calming Policy will be overseen by a designated Traffic Calming Project Manager in the Engineering Department. Specific funds for traffic calming projects will be included in the Engineering Department's annual budget request.

This Neighborhood Traffic Calming Policy replaces the policy adopted in 2005. It strengthens the City's role in identifying and addressing traffic calming problems and streamlines the citizen-driven request process.

Phase 1 - Identifying Projects for the Neighborhood Traffic Calming Program

Staff Initiated Projects

As part of its annual review of transportation priorities, the Engineering Department will identify specific traffic calming projects and recommend them for inclusion on the Transportation Commission's Small Projects list. In general, Staff decision to initiate projects will be informed by:

- Documented issues with vehicle speeds/volumes.
- Crash / accident history.
- Observed or anticipated changes in local traffic patterns due to development or roadway projects.
- Ineffectiveness of prior pertinent motor vehicle enforcement/education efforts.
- Proximity to schools, public buildings, and additional bicycle/pedestrian trip generators.
- Bicycle/pedestrian infrastructure needs identified in existing transportation plans.
- On-site observations.

Potential projects identified by Staff shall proceed with the neighborhood consultation process outlined in Phase 2 – Physical Modifications before formally being added to the Small Projects list.

Citizen Initiated Projects

While the City will make every effort to identify the need for traffic calming projects, residents and other interested parties may also recommend projects for consideration via a petition process. The petition-based process includes the following steps:

Step 1.1 - Initiation of Request

A request for traffic calming on a specific street or streets may be made (a) by any five (5) individuals (i) owning or occupying a residence or (ii) owning, managing or employed by a business with an office physically located within 1000 feet of any proposed calming measure, (b) by the Board of Directors of any registered Homeowners' Association governing property within the City of Glenwood Springs, (c) by the Transportation Commission or (d) by any City Department (hereinafter the "Requestor"). All requests must be made in writing or using the online form located on the City's website. Each request should include a narrative description of the problem (one page or less) that identifies the specific street(s) or area of concern.

Within 5 business days of receiving a request, the Traffic Calming Program Manager will review new requests for basic eligibility. To be eligible, a request must:

- 1) Pertain to a City-owned street.
- 2) Concern an issue that can be addressed by traffic calming.
- 3) Not have been the subject of a same or similar request made within the preceding calendar year.

All requests should include a designated Point of Contact (POC) for all further official communication. This POC will be used for the duration of the project unless the Traffic Calming Program Manager is informed otherwise.

Step 1.2 - Preliminary Assessment

Once an eligible request is received, the Engineering Department will define the Project Area Boundary and conduct a preliminary assessment to confirm the nature/severity of the problem and identify a range of possible measures that might be implemented.

The Project Area Boundary will be set based on the following guidelines:

- The Project Area Boundary should include all properties directly abutting a street or portion of a street where traffic calming is proposed. The Project Area Boundary should also include properties abutting the street for 250 feet beyond the last proposed traffic calming measure.
- The Project Area Boundary should include all properties directly abutting a street or a section of a street significantly impacted by proposed traffic calming on another street. A street may be considered significantly impacted if proposed traffic calming measures can be expected to cause an increase of greater than 20 percent in traffic volumes on the adjacent street.

- The Project Area Boundary may include properties along the side streets if they are located within 250 feet of a potential traffic calming measure.
- In cases where a street classified as an arterial on the City's Street Classification Map is affected, the Project Area Boundary may be expanded at the discretion of the Engineering Department.

The preliminary assessment will include consultation with the Police, Fire, Streets, and Community Development departments as necessary, and generally involve review of:

- Available speed and volume data for motor vehicles, bicycles and pedestrians.
- Available crash / accident history data.
- Prior pertinent motor vehicle enforcement/education efforts.
- Schools, public buildings, and additional bicycle/pedestrian trip generators in the affected area.
- Bicycle/pedestrian infrastructure needs in the affected area.
- Any other evidence submitted by the Requestor (i.e., anecdotal, photographic, etc.).

Site visits by City Staff to locations that are the focus of eligible requests are encouraged. To help direct next steps, the Engineering Department will complete a project scorecard. This scorecard is included as Appendix B. A sample shall be posted online.

The majority of projects will be referred to Step 1.3, education and enforcement, before any physical calming measures are considered. However, if a project's score exceeds 75 or the area has already been identified by the Police Department as a problematic enforcement area, or the Engineering Department agrees the area is a clear candidate for physical modifications, projects may move immediately to Phase 2. The Engineering Department will make a determination and share these results with the Requestor within 30 days.

Step 1.3 - Education and Enforcement ("Passive Measures")

If the project is referred to Step 1.3, the Engineering Department will identify one or more passive traffic calming measures that might help with the specific problems. These may include:

- *Speed Trailer Deployment:* A mobile speed-detection unit may be placed in the neighborhood to warn motorists when they exceed the posted speed limit.
- *Traditional speed enforcement:* Targeted enforcement may be recommended after consultation with the Police Department.

- *Traffic Signing and Pavement Markings:* The Engineering Department may conclude additional signage, striping, or other pavement markings are warranted based on the preliminary assessment.

A neighborhood meeting will be held to discuss these recommendations and the neighborhood's role in implementation. For the purpose of this consultation and evaluation, "neighborhood" refers to all residents, property owners, and business owners within the Project Area Boundary, as defined in Step 1.2.

The time and date of this meeting will be announced on the City's website and posted on the Public Notice board in City Hall a minimum of one week in advance.

Step 1.4 – Evaluation and Follow Up

Once implemented, Step 1.3 measures shall remain in place for three (3) months. At the end of the three (3) month period, a neighborhood evaluation meeting will be held to discuss the results of these efforts. The time and date of this meeting will be announced on the City's website and posted on the Public Notice board in City Hall a minimum of one week in advance. Evaluation will include visual observations by residents and City Staff. City staff may also provide empirical data such as a follow-up speed survey prior to the evaluation meeting. If the evaluation meeting concludes the results of these education and enforcement efforts have been unsatisfactory, physical modifications (Phase 2) may be recommended by the Engineering Department or requested by neighborhood petition.

In cases where the Engineering Department concludes physical modifications may be warranted no petition is necessary. In other cases a neighborhood petition is required. To move forward by petition, twenty-five (25) percent of the "neighborhood" as defined in Step 1.3 is required to sign a petition requesting Phase 2 consideration.

A sample petition is included as Appendix C. The neighborhood POC will be expected to complete and submit the petition to the Engineering Department. The petition with original signatures should be submitted in person or by mail to the Engineering Department.

Phase 2 – Physical Modifications

In Phase 2, the Engineering Department will develop one or more infrastructure-based solutions to identified traffic calming problems and work with the neighborhood to identify a preferred

alternative. Infrastructure-based solutions may include physical modifications to the street intended to control speed and/or volume such as bulb-outs or traffic circles, additional bike/pedestrian modifications such as bike lanes or additional sidewalks, or other traffic calming measures consistent with the City's Engineering Standards. The Phase 2 consultation process applies to both projects identified by City staff and those advanced to Phase 2 via the petition process.

Step 2.1 – Development of Alternatives

If not already defined during a petition process, the Engineering Department will define a Project Area Boundary as outlined in step 1.2.

One or more infrastructure-based solutions will be developed that could address the problem. Planning level costs will be assigned to each alternative. Prior to public presentation, the list of proposals will be reviewed by the Police Department, Fire Department, and Streets Department to identify any potentially adverse impacts on emergency response or street maintenance operations. These concerns will be noted in public presentation of alternatives.

A neighborhood meeting will be held to present physical modification options, including estimated costs, possible design and construction time frames, and temporary installation options, if applicable. During this process of consultation and evaluation, "neighborhood" refers to all residents, property owners, and business owners within the Project Area Boundary. If multiple options are presented, the preferred option will be identified at the meeting or in a follow-up manner agreed to at the meeting. A preferred solution shall not move forward without comments from the neighborhood, the Police Department, Fire Department and Streets Department.

Once a preferred alternative is identified, the Engineering Department will prepare a petition describing the proposed implementation plan, cost estimates, financing or budget options, and an explanation of the implications of the petition. The petition will provide the opportunity to vote yes, no, or not return the petition, along with instructions on where and when to return the petition. The petition shall be mailed, e-mailed, or hand-delivered by the traffic calming proponents to residents and businesses within the Project Area Boundary. No more than four weeks will be allowed for the return of a petition. For the traffic calming proposal to advance, the proposal must be supported by at least 67 percent of those returning petitions.

Step 2.2 –Approval and Ranking

Projects with successful petitions will be added to the Small Projects List maintained by the Transportation Commission. The Transportation Commission will review the Small Projects list in advance of each budget cycle and recommend priority projects to Council. The Transportation Commission will consider a project's scores and the length of time a project has been on the list in its recommendations.

Step 2.3 – Implementation

A specific traffic calming line item will be included in the Engineering Department's annual budget. The recommended level is \$50,000; however, this amount may vary from year to year and is subject to annual budget approval. This line item will be used exclusively to fund neighborhood initiated traffic calming projects, including required matches for local, State, and Federal grants for large projects. Where possible, City staff will apply for other local, State, and Federal funding sources as a means of leveraging limited City funds.

Projects will be implemented as funding becomes available. In general, approved traffic calming projects should be implemented in the order they appear on the Small Projects list. Exceptions may be made for projects where targeted grant funding is available (e.g. Safe Routes to School), projects located on a street where other capital improvements have already been planned and programmed, or projects where the cost exceeds available funding and grants/partnerships are necessary to move forward.

To expedite implementation, any Requestor may choose to pay or orchestrate payment of 100 percent of the project cost, or petition to form a Local Improvement District to fund the traffic calming project. With approval by the Council, projects funded 100 percent by the neighborhood may be initiated ahead of other funded projects, subject to availability of the City resources required for the project. A neighborhood may choose this option at any point in the process. Projects funded by the neighborhood must still follow the same consultation and listing process as other projects. Project costs include the cost of construction, design, inspection, project management and (if needed) the cost of right-of-way acquisition. Self-funded projects must be approved by a separate Council Resolution and may include specific provisions regarding costs of future removal, if needed.

Step 2.4 – Evaluation and Follow Up

Once a project has been implemented, City staff and neighborhood residents will monitor results to assess whether the desired results have been achieved. Monitoring may include follow-up speed surveys, accident results, etc. as appropriate.

Twelve (12) months after the implementation, City staff will prepare a report on the results of the plan, including any data collected, neighborhood and other public comment received, etc., to determine if the project's goals were met. Neighborhood traffic calming proponents will have an opportunity to review data and provide comments.

Step 2.5 – Removal

In some cases, the neighborhood may conclude traffic calming measures are not having the intended benefit. In such cases, the Engineering Department will authorize removal of improvements upon receiving a petition showing 67 percent support of the neighborhood as defined. In cases where a project was self-funded, costs of future removal may be assessed to the funding entity if such provisions were included in the authorizing Council resolution.

Appendix A
(TO BE MADE AVAILABLE ONLINE)

Request for Neighborhood Traffic Calming Study

1. Neighborhood Point of Contact (POC):

Name:

Address:

Phone Number:

Email:

2. Primary area(s) of concern:

- ☐ Speeding
- ☐ Cut-Through Traffic
- ☐ Commercial Vehicle Restriction
- ☐ Bike and/or Pedestrian Safety
- ☐ Parking Issues
- ☐ Other (please specify):

3. Please attach a narrative description of the problem (maximum one page). Include the following in your description:

- Nature of problem
- Boundaries of area affected
- Length of time the problem has been observed
- History of neighborhood-based education or enforcement efforts, if applicable

Acknowledgement and Signature Sheet

We, the petitioners, request a traffic calming study be undertaken to address the issues as presented in this application. We understand that the study involves active participation of our neighborhood. The decision making process may require us to set and attend neighborhood meetings and conduct further petition campaigns. We have identified a neighborhood POC to receive and distribute further communication from the City.

Signature Sheet

	Name	Address	Phone/Email	Signature
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Please note: One signature per household only. Add an additional page if necessary.

Please return all forms and supporting documentation to:

City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601
Attn: Traffic Calming Program Manager

Appendix B

Project Scorecard

Criteria	Points	Basis Point Assignment
Speed data (48 hour)	30	Extent by which the 85 th percentile traffic speed exceeds the posted speed limit (2 points per 1 mph)
Volume data (48 hour)	25	Average daily traffic volumes (1 point per 100 vehicles, minimum of 50 vpd)
Accident data (12 month)	20	Accident caused by speeding (8 points per accident) Accident caused by stop sign violations should be identified
Proximity to schools or other active public venues	10	Points assigned if within 300 feet of a school or other active public venue
Pedestrian crossing, bicycle routes, & proximity of pedestrian generators	20	Up to 20 points assigned based on retail, commercial, and other pedestrian generators.
Driveway spacing	5	For the study area, if large spaces occur between driveways, 5 points will be awarded. If more than three driveways fall within a 100 foot section of the study area, no points will be provided.
No sidewalks	10	Total points assigned if there is no continuous sidewalk on either side of the road.
History of targeted speed enforcement or other education/enforcement efforts	5	Points assigned if area has been targeted previously by Police for speed enforcement or speed trailer deployment
Total points possible	125	Maximum points available.

RESOLUTION 2018-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, ADOPTING A
POLICY AND AUTHORIZING IMPLEMENTATION OF AN
UPDATED NEIGHBORHOOD TRAFFIC CALMING
POLICY.**

WHEREAS, the City Council first adopted a Traffic Calming Policy in September of 2005. Since then, the City has strengthened its commitment to multimodal transportation and community livability via the Comprehensive Plan in 2011, the Long Range Transportation Plan in 2015, and revised Engineering Standards in 2018; and

WHEREAS, the 2005 Traffic Calming Policy requires revision to correspond with the subsequently adopted Comprehensive Plan, Long Range Transportation Plan, and revised Engineering Standards; and

WHEREAS, the Glenwood Springs City Council, after consideration of the revised Traffic Calming Policy, desires to approve adoption of the same.

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

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

Section 2. The Neighborhood Traffic Calming Policy as set forth in **Exhibit A**, attached hereto, is hereby adopted and approved.

INTRODUCED, READ AND PASSED THIS 18TH DAY OF OCTOBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: Resolution 2018-57; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Budget for Fiscal Year 2019

Action Requested: Adoption of 2019 City budget

Department: City Administration

Presented By: Steve Boyd, COO

Background Info: The 2019 budget document is attached.

Issues: The only outstanding issue staff is aware of is whether to transfer \$60,000 from the Tourism Promotion Fund to the A&I Fund for downtown maintenance. The transfer is included in this budget draft.

Staff Recommendation: Staff supports the adoption of the budget.

RESOLUTION 2018-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, APPROVING
THE BUDGET FOR FISCAL YEAR 2019.**

WHEREAS, on October 4, 2018 the City Manager of the City of Glenwood Springs submitted to the City Council a proposed budget for fiscal year 2019, in compliance with Section 9.2 of the Municipal Charter; and

WHEREAS, pursuant to Section 9.4 of the Municipal Charter, on October 18, 2018 the City Council held a public hearing on the 2019 budget after publishing notice of such hearing; and

WHEREAS, City Council has conducted a public meeting to discuss the budget and make amendments, if any, thereto.

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

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

Section 2. Pursuant to Section 9.5 of the Municipal Charter, the budget for fiscal year 2019 is hereby adopted.

INTRODUCED, READ, AND PASSED THIS 1ST DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



2019

BUDGET

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CITY OF GLENWOOD SPRINGS - 2019 BUDGET					
Summary of General Fund Revenues, Expenditures and Fund Balance (in '000s)					
GENERAL FUND	2017 Actual	2018 Budget	2019 Budget		
			Manager Recommend	Council Approved	
REVENUES					
REVENUES					
Taxes					
1100	Property Taxes - General	885.7	915.0	1,055.7	1,055.7
1102	Property Taxes - Fire Bonds	250.4	250.7	250.7	250.7
1104	Property Taxes - Fire Capital Improvement	186.6	184.4	184.4	184.4
1110	Specific Ownership	102.6	90.3	92.1	92.1
1120	Special Assessment	37.9	40.1	40.9	40.9
1130	General Sales Tax	6,923.9	7,367.4	7,514.7	7,514.7
1140	Use Tax	245.7	439.4	175.0	175.0
1145	Audit Revenue	69.0	30.0	45.0	45.0
1150	Franchise Tax	168.9	200.9	206.9	206.9
Total Taxes		8,870.5	\$9,518.2	\$9,565.5	\$9,565.5
Permits and Licenses					
1200	Contractors Licenses	24.5	22.8	25.1	25.1
1220	Liquor Licenses	40.3	68.8	70.0	70.0
1250	Sales Tax Licenses	88.1	33.0	33.0	33.0
1230	Dog Licenses	.1	.3	.3	.3
1240	Building Permits	132.6	216.2	125.0	125.0
1260	Vendor Permits	1.9	2.4	2.5	2.5
Total Permits and Licenses		287.5	\$343.5	\$255.9	\$255.9
Intergovernmental					
1310	Cigarette Tax	70.0	74.2	75.6	75.6
1320	County Road and Bridge			158.5	158.5
1160	County Sales Tax	307.2	260.1	315.0	315.0
1340	Highway Use Tax	296.9	311.4	417.6	417.6
1380	Severance Tax	72.5	75.0	75.0	75.0
1395	Other Grants	246.1	150.0	127.5	127.5
1396	Grants - Federal HIDTA	82.5	87.5	89.2	89.2
Total Intergovernmental		1,075.2	\$958.1	\$1,258.4	\$1,258.4
Charges for Services					
1410	Plan Check and Record Fees	110.6	70.0	75.0	75.0
1415	Planning Fees	24.8	98.6	30.0	30.0
1430	Cemetery Fees	20.6	6.0	3.0	3.0
1440	Police Fines	162.4	175.0	175.0	175.0
1443	DUI Reimbursement	.0	.0	.0	.0
1445	Vehicle Inspection Fees	1.3	.6	.6	.6
1450	Impoundment Fees	3.6	4.5	4.5	4.5
1470	Court Fees	53.5	51.0	51.0	51.0
1480	Parking Fees and Fines	44.0	50.0	50.0	50.0
1490	Recreation Fees		.0	.0	.0
1500	Community Center Fees	1,215.7	1,500.0	1,500.0	1,500.0
xx01	Arts Program Fees		281.7	347.0	347.0
	Legal fees		40.0	30.0	30.0
	Engineering fees		30.0	30.0	30.0
3147	Park User Fees	47.8	60.0	60.0	60.0
3340	Affordable Housing and Airport Road Fees				
Total Charges for Services		1,684.4	\$2,367.4	\$2,356.1	\$2,356.1
Other Revenue					
4210	Allocated Organizational Costs - Electric	429.5	469.5	478.8	478.8
4220	Allocated Organizational Costs - Water/Sewer	180.8	185.3	189.0	189.0
4310	Interfund Franchise Fees - Electric	429.5	469.5	478.8	478.8
4320	Interfund Franchise Fees - Water/Sewer	180.8	185.3	189.0	189.0
3110	Interfund Cost of Service Allocation	2,384.7	2,411.5	2,501.8	2,501.8
3120	Interest	41.9	25.0	50.0	50.0
3136	Donations/Contributions	61.0	60.0	.0	.0
3131	Miscellaneous	18.6	25.0	30.0	30.0
1460	Police Confiscated Assets	.4			.0
3137	Mineral Lease	233.3	233.0	233.0	233.0
3138	Other Leases	51.8	55.0	57.4	57.4
3115	Reimbursement from Other Entities	205.8	30.0	40.0	40.0
3118	Insurance Reimbursement	1.8			.0
3122	Sale of Assets	21.4	10.0	20.0	20.0
Total Other Revenue		4,241.2	\$4,159.1	\$4,267.9	\$4,267.9
Total General Fund Revenue		16,158.8	\$17,346.2	\$17,703.8	\$17,703.8

GENERAL FUND		2017 Actual	2018 Budget	2019 Budget	
				Manager Recommend	Council Approved
EXPENDITURES					
EXPENDITURES					
General Government					
112	Administration	719.8	688.5	803.3	803.3
115	Human Resources	324.2	350.4	354.4	354.4
114	City Clerk/Elections	463.0	468.9	460.1	460.1
116	Finance/Purchasing	1,185.7	1,400.1	1,220.3	1,220.3
117	Information Technology	520.9	725.3	746.3	746.3
118	Judicial	184.8	246.7	208.1	208.1
119	Legal	511.9	380.0	325.0	325.0
120	Non-departmental Expenses	700.3	764.5	845.3	845.3
Total General Government		4,861.5	\$5,024.4	\$4,962.8	\$4,962.8
Public Safety					
131	Police Department	3,725.9	3,928.0	4,271.8	4,271.8
Total Public Safety		3,725.9	\$3,928.0	\$4,271.8	\$4,271.8
Community Development					
141	Community Development Administration/Planning	582.9	724.5	739.5	739.5
145	Building Inspection	275.6	285.3	287.9	287.9
Total Community Development		858.6	\$1,009.8	\$1,027.3	\$1,027.3
Public Works					
144	Engineering/Administration	591.2	629.6	740.8	740.8
153	Streets and Alleys	1,042.9	1,135.2	1,189.6	1,189.6
Total Public Works		1,634.1	\$1,764.8	\$1,930.3	\$1,930.3
Parks and Recreation					
154	Parks and Cemetery Maintenance	1,072.6	1,139.1	1,110.1	1,110.1
113	Recreation and Community Center	2,377.4	2,637.0	2,649.9	2,649.9
121	Facilities		170.5	176.3	176.3
122	Arts Programs		360.9	332.0	332.0
Total Parks and Recreation		3,450.0	\$4,307.5	\$4,268.3	\$4,268.3
Total General Fund Expenditures		14,530.0	\$16,034.4	\$16,460.5	\$16,460.5
EXCESS REVENUES OVER (UNDER) EXPENDITURES					
Excess Revenues Over (Under) Expenditures		1,628.8	\$1,311.7	\$1,243.3	\$1,243.3
TRANSFERS					
Transfers In					
559	DDA Fund - Non GAAP loan repayment		30.0		.0
5130	Acquisition & Improvement Fund for EHOP funding	80.0	100.0	110.0	110.0
5130	Acquisition & Improvement Fund for CC	1,161.6	1,137.0	1,154.9	1,154.9
5200	Transfer in from Tourism Fund		50.0	50.0	50.0
	Marijuana Tax Fund; Police Officer & Youth Education		200.0	175.0	175.0
Transfers (Out)					.0
7078	To Fire Equipment Replacement Fund	(186.6)	(184.4)	(184.4)	(184.4)
7043	To Fire and EMS Fund	(2,525.2)	(2,590.2)	(2,447.6)	(2,447.6)
Total Transfers in and (out)		(1,470.1)	(\$1,257.6)	(\$1,142.1)	(\$1,142.1)
Excess Revenues Over (Under) Expenditures and Transfers		158.7	\$54.1	\$101.1	\$101.1
FUND BALANCE					
Fund Balance - Beginning		6,810.6	6,969.3	7,023.4	7,023.4
Fund Balance - Ending		6,969.3	7,023.4	7,124.5	7,124.5
Less: Non-Spendable		(589.3)	(559.3)	(589.3)	(589.3)
Less: Restricted		(705.9)	(705.9)	(705.9)	(705.9)
Less: Committed		(205.7)	(205.7)	(195.7)	(195.7)
*Less: Assigned 10% MOC Replacement Reserve				(1,653.1)	(1,653.1)
*Less: Unassigned 20% Contingency Reserve		(2,906.0)	(3,159.4)	(3,262.8)	(3,262.8)
*Fund Balance - Unreserved		2,562.4	\$2,393.1	\$717.8	\$717.8
Available reserves		5,468.4	\$5,552.5	\$5,633.6	\$5,633.6
Available reserves / expenditures		38.5%	35.1%	34.7%	34.7%

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION				ACTIVITY			DEPARTMENT HEAD		FUND	
GENERAL CITY ADMINISTRATION				ADMINISTRATION			DEBRA FIGUEROA		GENERAL	
SUMMARY							2017 Actual	2018 Budget	2019 Budget	
									Manager Recommend	Council Approved
Personal Services							561.2	583.0	651.4	651.4
Current Expenses							158.6	105.5	151.9	151.9
Capital Outlay									.0	.0
Total							\$719.8	\$688.5	\$803.3	\$803.3
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position	Grade				
City Manager	1.00	1.00	1.00	1.00						
COO	0.00	1.00	1.00	1.00						
Assistant City Manager	0.75	0.75	0.75	0.75						
Assistant to the City Manager	0.00	0.00	0.00	0.00						
Museum Director	1.00	0.00	0.00	0.00						
Contracts Coordinator	0.00	0.00	0.00	0.00						
Intern	1.00	0.00	0.00	0.00						
Administrative Assist I	0.00	0.00	0.00	0.00						
Executive Admin Assistant	1.00	1.00	1.00	1.00						
Mayor	1.00	1.00	1.00	1.00						
Council Members	6.00	6.00	6.00	6.00						
Total Personnel		11.75	10.75	10.75	10.75					
6110	Full-Time Salaries						442.3	454.3	512.3	512.3
6120	Overtime						1.2	.0	.0	.0
6130	Part-Time						.0	.0	.0	.0
6210	Retirement Contribution						19.9	25.8	29.7	29.7
6240	FICA						32.2	34.8	39.2	39.2
6250	Worker's Compensation						.6	.7	.7	.7
6260	Health and Life Insurance						63.6	66.1	67.9	67.9
6270	Unemployment Insurance						1.4	1.4	1.5	1.5
Total Personal Services							\$561.2	\$583.0	\$651.4	\$651.4
CURRENT EXPENSES										
7190	Other Professional Services						56.5	10.0	40.0	40.0
7220	Telephone						.0	1.5	1.5	1.5
7280	Advertising, publication						.7	6.0	7.0	7.0
7410	Travel and Subsistence						9.1	8.0	15.0	15.0
7420	(Out) to General Fund for community events						6.5	10.0	12.5	12.5
7540	Maintenance and Repair - Equipment						3.9	2.0	2.0	2.0
7810	Subscriptions and Memberships						42.0	34.8	36.0	36.0
7857	Channel 12, Valley T.V.						20.4	20.4	20.4	20.4
8060	Office Supplies						2.3	1.8	2.5	2.5
8080	Gas, Oil, Lubricants						.4	.0	.0	.0
8090	Other Operating Expense						16.8	11.0	15.0	15.0
Total Current Expenses							\$158.6	\$105.5	\$151.9	\$151.9
CAPITAL OUTLAY										
9530	Other Equipment						.0	.0	.0	.0
Total Capital Outlay							\$0	\$0	\$0	\$0
							Change from 2018 Budget		\$114.7	\$114.7
									16.7%	16.7%

CITY OF GLENWOOD SPRINGS - 2019 BUDGET											
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND		
GENERAL GOVERNMENT			NON-DEPARTMENTAL EXPENSES				DEBRA FIGUEROA		GENERAL		
SUMMARY							2017 Actual	2018 Budget	2019 Budget		
									Manager Recommend	Council Approved	
Personal Services							700.3	764.5	845.3	845.3	
Current Expenses											
Capital Outlay											
Total							\$700.3	\$764.5	\$845.3	\$845.3	
PERSONAL SERVICES											
Personnel Schedule											
Position Title		Employees									
		2018	19-D	19-M	19-C	Position					Grade
Total Personnel		0	0	0	0						
6110	Full-Time Salaries										
6120	Overtime										
6130	Part-Time										
6210	Retirement Contribution										
6240	FICA										
6250	Worker's Compensation										
6260	Health and Life Insurance										
6270	Unemployment Insurance										
Total Personal Services							\$0	\$0	\$0	\$0	
CURRENT EXPENSES											
7142	Taxes and Fees Rebates						.1	1.5	1.5	1.5	
7143	Bad Debt Write-off						6.2			.0	
7144	Sales & Use Tax Refunds						7.2	2.0	2.0	2.0	
7145	Sales Tax TIF to DDA						259.3	175.0	245.8	245.8	
7160	Economic Incentive Rebate						17.9	24.0	24.0	24.0	
7190	Grant Writer Professional Services						15.2	.0	.0	.0	
7200	Discretionary Appropriation Pool						5.5	200.0	250.0	250.0	
7210	Summer of Music						55.5			.0	
7220	Telephone						19.4	19.0	19.0	19.0	
7250	4th of July and Special Events						141.8	50.0		.0	
7310	Electricity						72.8	73.0	73.0	73.0	
7320	Gas						4.5	9.0	9.0	9.0	
7330	Water						7.2	6.0	6.0	6.0	
7350	(Out) to General Fund for community events						2.7	3.0	3.0	3.0	
7540	Machinery/Equipment/Vehicle Maintenance							2.0	2.0	2.0	
9999	Non-GAAP-Contribution to EHOP						80.0	100.0	110.0	110.0	
xx01	Ruedi Aquatics Nuisance Program						5.0			.0	
xx02	Youth Educational Programming							100.0	100.0	100.0	
							.0				
Total Current Expenses							\$700.3	\$764.5	\$845.3	\$845.3	
CAPITAL OUTLAY											
Total Capital Outlay							0	0	0	0	
							Change from 2018 Budget		\$80.8	\$80.8	
									10.6%	10.6%	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION			ACTIVITY			DEPARTMENT HEAD		FUND		
GENERAL GOVERNMENT			HUMAN RESOURCES			BETH STEWARDSON		GENERAL		
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						252.2	275.4	283.9	283.9	
Current Expenses						72.0	75.0	70.5	70.5	
Capital Outlay										
Total						\$324.2	\$350.4	\$354.4	\$354.4	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position					Grade
HR Director	0.0	0.0	0.0	0.0						
HR Manager	1.0	1.0	1.0	1.0						
HR Analyst	1.0	1.0	1.0	1.0						
Admin. Assistant	1.0	1.0	1.0	1.0						
Total Personnel						3.0	3.0	3.0	3.0	
6110	Full-Time Salaries					179.5	181.7	189.8	189.8	
6120	Overtime						.0	.0	.0	
6130	Part-Time						.0	.0	.0	
6210	Retirement Contribution					10.6	12.7	13.3	13.3	
6240	FICA					12.8	13.9	14.5	14.5	
6250	Worker's Compensation					.4	.5	.3	.3	
6260	Health and Life Insurance					48.4	66.0	65.5	65.5	
6270	Unemployment Insurance					.5	.5	.6	.6	
Total Personal Services						\$252.2	\$275.4	\$283.9	\$283.9	
CURRENT EXPENSES										
7190	Other Professional Services					64.4	43.3	42.1	42.1	
7230	Printing and Binding					1.4	1.7	1.4	1.4	
7280	Advertising, Publication					.3	.3	.5	.5	
7410	Travel and Subsistence					.0	2.3	2.0	2.0	
7420	Business Conferences					.3	1.7	2.0	2.0	
7430	Training					.4		1.5	1.5	
7540	Maintenance and Repair - Machinery/Equipment					1.0	1.8	1.3	1.3	
7740	Equipment Lease						.5	.5	.5	
7810	Subscriptions and Memberships					.9	7.2	7.2	7.2	
8060	Office Supplies					1.7	3.3	2.0	2.0	
8090	(Out) to General Fund for community events					.8	4.6	3.0	3.0	
8091	Citywide Training					.3	5.5	4.0	4.0	
8094	Wellness Program					.6	3.0	3.0	3.0	
									.0	
Total Current Expenses						\$72.0	\$75.0	\$70.5	\$70.5	
CAPITAL OUTLAY										
9520 Office Equipment						.0	.0			
Total Capital Outlay						\$0	\$0	\$0	\$0	
						Change from 2018 Budget		\$4.0	\$4.0	
								1.1%	1.1%	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
		ACTIVITY					DEPARTMENT HEAD		FUND	
GENERAL GOVERNMENT		CITY CLERK					CATHERINE MYTHEN FLETCHER		GENERAL	
SUMMARY							2017 Actual	2018 Budget	2018 Budget	
									Manager Recommend	Council Approved
Personal Services							196.4	184.4	180.1	180.1
Current Expenses							266.6	281.0	278.0	278.0
Capital Outlay							.0	3.5	2.0	2.0
Total							\$463.0	\$468.9	\$460.1	\$460.1
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position	Grade				
City Clerk	1.0	1.0	1.0	1.0						
Deputy City Clerk	1.0	1.0	1.0	1.0						
Total Personnel							2.0	2.0	2.0	2.0
6110	Full-Time Salaries						154.6	139.0	144.2	144.2
6120	Overtime						.3	.5	.0	.0
6130	Part-Time						.0	.0	.0	.0
6210	Retirement Contribution						9.3	9.8	10.1	10.1
6240	FICA						9.7	10.7	11.0	11.0
6250	Worker's Compensation						.3	.3	.2	.2
6260	Health and Life Insurance						21.8	23.7	14.1	14.1
6270	Unemployment Insurance						.4	.4	.4	.4
Total Personal Services							\$196.4	\$184.4	\$180.1	\$180.1
CURRENT EXPENSES										
7190	Professional Services						16.0	15.0	15.0	15.0
7220	Telephone						.5	.7	.7	.7
7280	Advertising, Publication						10.8	8.0	8.0	8.0
7410	Travel and Subsistence						1.4	1.5	1.5	1.5
7420	Business Conferences						1.5	1.7	1.0	1.0
7430	Training						1.0	2.5	3.0	3.0
7530	Maintenance - Office Equipment						1.0	3.0	3.0	3.0
7610	Liability and Casualty Insurance						158.4	160.0	165.0	165.0
7620	Property Insurance						36.9	45.0	40.0	40.0
7640	Other Insurance						10.3	13.0	11.0	11.0
7650	(Out) to General Fund for community events						8.2	12.0	10.0	10.0
7810	Subscriptions and Memberships						.4	.6	.6	.6
8060	Office Supplies						2.3	1.5	1.5	1.5
8063	Election Expense						10.3	6.5	10.5	10.5
8071	Document Management & Storage						2.6	5.9	3.2	3.2
8090	Other Operating Expense						4.6	3.5	3.5	3.5
8091	Recording Fees						.3	.5	.5	.5
Total Current Expenses							\$266.6	\$281.0	\$278.0	\$278.0
CAPITAL OUTLAY										
9520	Equipment							3.5	2.0	2.0
Total Capital Outlay							\$0	\$3.5	\$2.0	\$2.0
							Change from 2018 Budget		(\$8.9)	(\$8.9)
									(1.9%)	(1.9%)

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION			ACTIVITY			DEPARTMENT HEAD		FUND		
GENERAL GOVERNMENT			INFORMATION TECHNOLOGY			ERIC ARNETTE		GENERAL		
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						319.0	506.1	462.6	462.6	
Current Expenses						201.9	217.7	283.7	283.7	
Capital Outlay							1.5		.0	
Total						\$520.9	\$725.3	\$746.3	\$746.3	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position					Grade
IS Director	0.5	0.5	0.5	0.5						
Assistant Computer Tech	1.0	1.0	1.0	1.0						
Assistant IT Director	1.0	1.0	1.0	1.0						
Technical Specialist/Pub Sfty	1.0	1.0	1.0	1.0						
Applications Specialist	1.0	1.0	1.0	1.0						
Total Personnel	4.5	4.5	4.5	4.5						
6110 Full-Time Salaries										233.6
6120 Overtime						.1	.0	.5	.5	
6130 Part-Time						.0	.0	.0	.0	
6210 Retirement Contribution						13.6	25.4	24.0	24.0	
6240 FICA						17.2	27.8	26.3	26.3	
6250 Worker's Compensation						.3	.3	.5	.5	
6260 Health and Life Insurance						53.6	88.6	67.7	67.7	
6270 Unemployment Insurance						.7	1.1	1.0	1.0	
Total Personal Services						\$319.0	\$506.1	\$462.6	\$462.6	
CURRENT EXPENSES										
7120 Internet Fees						55.7	57.8	58.3	58.3	
7190 Other Professional Services						45.1	25.2	46.2	46.2	
7200 Software Modifications						76.0	95.5	122.9	122.9	
7410 Travel and Subsistence						1.3	4.5	5.5	5.5	
7430 Training						8.6	14.0	30.0	30.0	
7530 Maintenance and Repair - Office Equipment						1.0	3.4	3.4	3.4	
8062 Computer Supplies						7.3	8.9	9.3	9.3	
8064 Printer Supplies						6.4	7.5	7.0	7.0	
8090 Other Operating Expense						.6	1.0	1.0	1.0	
Total Current Expenses						\$201.9	\$217.7	\$283.7	\$283.7	
CAPITAL OUTLAY										
City Hall Signage							1.5			
Total Capital Outlay						\$0	\$1.5	\$0	\$0	
						Change from 2018 Budget		\$21.0	\$21.0	
								2.9%	2.9%	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND	
GENERAL GOVERNMENT		FINANCE				YVETTE GUSTAD		GENERAL	
SUMMARY						2017 Actual	2018 Budget	2019	
								Manager Recommend	Council Approved
Personal Services						895.8	870.3	745.6	745.6
Current Expenses						537.4	528.8	471.7	471.7
Capital Outlay						3.4	1.0	3.0	3.0
Total						\$1,436.6	\$1,400.1	\$1,220.3	\$1,220.3
PERSONAL SERVICES									
Personnel Schedule									
Position Title	Employees				Position	Grade			
	2018	19-D	19-M	19-C					
Finance Director	1.0	1.0	1.0	1.0					
Assistant Finance Director	1.0	0.0	0.0	0.0					
Contracts Coordinator	1.0	1.0	1.0	1.0					
Senior Accounting Tech	4.0	4.0	4.0	4.0					
Staff Accountant	1.0	1.0	1.0	1.0					
Purchasing Manager	1.0	1.0	1.0	1.0					
Total Personnel	9.0	8.0	8.0	8.0					
6110 Full-Time Salaries						654.8	625.7	516.9	516.9
6120 Overtime						.3	.3	2.0	2.0
6130 Part-Time						.0	.0	.0	.0
6210 Retirement Contribution						31.3	43.8	36.3	36.3
6240 FICA						45.5	47.9	39.7	39.7
6250 Worker's Compensation						3.7	4.8	.7	.7
6260 Health and Life Insurance						158.3	145.9	148.4	148.4
6270 Unemployment Insurance						1.9	1.9	1.6	1.6
Total Personal Services						\$895.8	\$870.3	\$745.6	\$745.6
CURRENT EXPENSES									
7020 Bond Interest						20.9	20.9	10.7	10.7
7040 Bond Principal						230.0	230.0	240.0	240.0
7143 Treasurer's Fees						26.2	37.8	30.0	30.0
7151 Credit Card/ACH Check Fees						2.7	3.5	3.0	3.0
7160 Auditing/Accounting						46.8	35.0	52.0	52.0
7190 Other Professional Services						37.8	65.0	5.0	5.0
7210 Postage						69.9	74.0	72.0	72.0
7230 Printing and Binding						9.7	10.0	10.0	10.0
7260 Copying						3.8	8.0	5.0	5.0
7410 Travel and Subsistence						2.3	6.5	3.0	3.0
7430 Training						2.8	4.1	5.0	5.0
7530 (Out) to General Fund for community events						5.1	3.0	5.5	5.5
7740 Equipment Lease						7.6	7.5	7.5	7.5
8060 Office Supplies						2.9	2.8	3.0	3.0
8090 Other Operating Expense						17.2	19.2	19.0	19.0
7510 Janitorial						8.9			.0
7520 Maintenance and Repair - Building						41.9			.0
Total Current Expenses						\$537.4	\$528.8	\$471.7	\$471.7
CAPITAL OUTLAY									
9520 Office Equipment						3.4	1.0	3.0	3.0
9520 Copier									
Total Capital Outlay						\$3.4	\$1.0	\$3.0	\$3.0
						Change from 2018		(\$179.7)	(\$179.7)
						Budget		(12.8%)	(12.8%)

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND	
GENERAL GOVERNMENT		MUNICIPAL COURT				STEVE BOYD		GENERAL	
SUMMARY						2017 Actual	2018 Budget	2019 Budget	
								Manager Recommend	Council Approved
Personal Services						101.8	138.0	102.6	102.6
Current Expenses						82.0	108.7	105.5	105.5
Capital Outlay						.9	.0	.0	.0
Total						\$184.8	\$246.7	\$208.1	\$208.1
PERSONAL SERVICES									
Personnel Schedule									
Position Title	Employees				Position	Grade			
	2018	19-D	19-M	19-C					
Court Administrator	1.0	1.0	1.0	1.0					
Court Clerk	1.0	0.0	0.0	0.0					
Municipal Court Judge	0.0	0.0	0.0	0.0					
Total Personnel	2.0	1.0	1.0	1.0					
6110	Full-Time Salaries					82.9	111.2	63.3	63.3
6120	Overtime					.4	.0	.0	.0
6130	Part-Time					.0	.0	.0	.0
6210	Retirement Contribution					2.7	7.8	4.4	4.4
6240	FICA					6.2	8.5	4.8	4.8
6250	Worker's Compensation					.2	.2	.1	.1
6260	Health and Life Insurance					9.1	9.9	29.8	29.8
6270	Unemployment Insurance					.3	.3	.2	.2
Total Personal Services						\$101.8	\$138.0	\$102.6	\$102.6
CURRENT EXPENSES									
7140	Legal Services					.3	5.0	3.0	3.0
7150	Credit Card Fees					2.7	2.1	2.7	2.7
7170	Court Reporters					.1	.3	.3	.3
7190	Professional Services					58.9	60.0	60.0	60.0
7193	Post-Sentence Jail Fees					.5	1.0	1.0	1.0
7230	Printing and Binding					1.1	1.0	1.0	1.0
7410	Travel and Subsistence					.6	1.0	1.0	1.0
7430	Training					.0	1.5	5.0	5.0
7450	Tuition Reimbursement						.1		.0
7530	Maintenance and Repair - Office Equipment						.6	.6	.6
7550	(Out) to General Fund for community events						2.0	1.0	1.0
7810	Subscriptions and Memberships					.1	.3	.3	.3
8020	Educational Supplies						.1	.1	.1
8060	Office Supplies					2.4	3.0	3.0	3.0
8090	Other Operating Expense					.4	1.2	1.5	1.5
									.0
Total Current Expenses						\$82.0	\$108.7	\$105.5	\$105.5
CAPITAL OUTLAY									
9520 Office Equipment						.9			
Total Capital Outlay						\$.9	\$.0	\$.0	\$.0
						Change from 2018		(\$38.6)	(\$38.6)
						Budget		(15.6%)	(15.6%)

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND	
PUBLIC SAFETY			POLICE				TERRY WILSON		GENERAL	
SUMMARY							2017 Actual	2018 Budget	2019 BUDGET	
									Manager Recommend	Council Approved
Personal Services							3,272.1	3,467.1	3,803.4	3,803.4
Current Expenses							442.5	459.4	468.4	468.4
Capital Outlay							11.2	1.5	.0	.0
Total							\$3,725.9	\$3,928.0	\$4,271.8	\$4,271.8
PERSONAL SERVICES										
Personnel Schedule										
Position Title		Employees								
		2018	19-D	19-M	19-C	Position				Grade
Chief of Police		1.0	1.0	1.0	1.0					
Police Lieutenant		2.0	2.0	2.0	2.0					
Patrol Sergeant		4.0	4.0	4.0	4.0					
Detective Sergeant		1.0	1.0	1.0	1.0					
Police Officer II		7.0	2.0	2.0	2.0					
Police Officer I		7.0	9.0	9.0	9.0					
Code Enforcement Officer		2.0	2.0	2.0	2.0					
Parking Enforcement Off.		1.0	1.0	1.0	1.0					
Police Officer III		5.0	9.0	9.0	9.0					
Police Admin. Assist. II		1.0	1.0	1.0	1.0					
Sr. Police Records Tech.		1.0	3.0	3.0	3.0					
Police Records Clerk		2.0	0.0	0.0	0.0					
Total Personnel		34.0	35.0	35.0	35.0					
6110 Full-Time Salaries							2,188.3	2,279.8	2,404.3	2,404.3
6120 Overtime							167.8	125.0	150.0	150.0
6140 Standby							.0	.0	25.0	25.0
6130 Part-Time							.0	.0	.0	.0
6210 Retirement Contribution							146.2	168.3	180.6	180.6
6220 Police/Fire Retirement							180.2	180.4	193.4	193.4
6240 FICA							32.0	32.8	46.2	46.2
6250 Worker's Compensation							58.5	77.2	75.9	75.9
6260 FPPA Disability							.0	41.0	46.8	46.8
6260 Health and Life Insurance							491.5	555.4	673.5	673.5
6270 Unemployment Insurance							7.6	7.2	7.7	7.7
Total Personal Services							\$3,272.1	\$3,467.1	\$3,803.4	\$3,803.4
CURRENT EXPENSES										
7190 Other Professional Services							29.2	45.0	45.0	45.0
7220 Telephone							1.5	1.6	1.6	1.6
7230 Printing and Binding							4.5	4.0	4.0	4.0
7410 Travel and Subsistence							24.9	20.0	20.0	20.0
7430 (Out) to General Fund for community events							20.9	31.0	31.0	31.0
7530 Maintenance and Repair - Office Equipment								.8	.8	.8
7550 Maintenance and Repair - Miscellaneous							1.2	1.0	1.0	1.0
7740 Lease Payments							5.1	6.3	6.3	6.3
7810 Subscriptions and Memberships							1.4	1.5	2.0	2.0
8030 Chemical and Laboratory							14.9	11.0	9.0	9.0
8040 Uniforms							24.2	30.0	30.0	30.0
8060 Office Supplies							7.0	9.0	9.0	9.0
8080 Gas, Oil, Lubricants							43.9	35.0	35.0	35.0
8090 Other Operating Expense							33.7	15.0	15.0	15.0
8135 Youth Activities							12.3	2.0	5.0	5.0
8145 Communication							25.4	35.0	35.0	35.0
8210 Crime Prevention							.0	1.0	.0	.0
8220 Investigations							5.8	15.0	15.0	15.0
8310 Animal Control							13.4	25.0	25.0	25.0
8460 Confiscated Funds Expenditures							3.8	10.0	10.0	10.0
8470 HIDTA Grant Operations							86.4	86.2	84.7	84.7
8480 Trident Grant Operations							10.0	11.0	11.0	11.0
8490 Firearms Program							23.2	33.0	33.0	33.0
Total Current Expenses							\$442.5	\$459.4	\$468.4	\$468.4
							Change from 2018		\$343.8	\$343.8
							Budget		8.8%	8.8%

CITY OF GLENWOOD SPRINGS - BUDGET 2018											
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND			
PUBLIC WORKS		ENGINEERING & ADMINISTRATION				TERRI PARTCH		GENERAL			
SUMMARY						2017 Actual	2018 Budget	2019 Budget			
								Manager Recommend	Council Approved		
Personal Services						509.4	553.3	579.6	579.6		
Current Expenses						81.8	74.8	161.2	161.2		
Capital Outlay							1.5	.0	.0		
Total						\$591.2	\$629.6	\$740.8	\$740.8		
PERSONAL SERVICES											
Personnel Schedule											
Position Title	Employees									Position	Grade
	2018	19-D	19-M	19-C							
City Engineer	1.0	1.0	1.0	1.0							
Assistant City Engineer	2.0	2.0	2.0	2.0							
Transportation Manager	1.0	1.0	1.0	1.0							
Admin Asst. II - Eng.	1.0	1.0	1.0	1.0							
Asst. Dir. PW	0.0	0.0	0.0	0.0							
GIS Administrator	0.5	0.5	0.5	0.5							
Total Personnel	5.5	5.5	5.5	5.5							
6110 Full-Time Salaries						398.7	423.5	452.3	452.3		
6120 Overtime						.0	.0	.0	.0		
6130 Part-Time						.0	.0	.0	.0		
6210 Retirement Contribution						21.7	29.6	31.7	31.7		
6240 FICA						29.4	32.4	34.6	34.6		
6250 Worker's Compensation						1.9	2.6	1.4	1.4		
6260 Health and Life Insurance						56.4	64.0	58.2	58.2		
6270 Unemployment Insurance						1.2	1.3	1.4	1.4		
Total Personal Services						\$509.4	\$553.3	\$579.6	\$579.6		
CURRENT EXPENSES											
7190 Other Professional Services						44.4	25.0	110.0	110.0		
7200 Software						17.2	27.4	15.0	15.0		
7220 Telephone						1.4	.5	2.5	2.5		
7280 Advertising and Publications						.1	1.0	1.0	1.0		
7410 Travel and Subsistence						6.9	3.0	7.5	7.5		
7430 Training						.3	3.0	4.3	4.3		
7540 Maintenance and Repairs - Vehicles						.8	1.2	1.2	1.2		
8060 Office Supplies						1.2	2.0	1.5	1.5		
8070 (Out) to General Fund for community events						7.8	9.0	9.0	9.0		
8080 Gas, Oil, Lubricants						.5	.5	.5	.5		
9520 Equipment						.3			.0		
Total Current Expenses						\$81.8	\$74.8	\$161.2	\$161.2		
CAPITAL OUTLAY											
GPS street data							1.5				
Total Capital Outlay						\$0	\$1.5	\$0	\$0		
						Change from 2018		\$141.2	\$141.2		
						Budget		22.4%	22.4%		

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
FUNCTION			ACTIVITY			DEPARTMENT HEAD		FUND	
PUBLIC WORKS			STREETS AND ALLEYS			ROBIN MILLYARD		GENERAL	
SUMMARY						2017 Actual	2018 Budget	2018 Budget	
								Manager Recommend	Council Approved
Personal Services						629.7	666.0	713.7	713.7
Current Expenses						413.2	469.1	475.9	475.9
Capital Outlay						.0	.0	.0	.0
Total						\$1,042.9	\$1,135.2	\$1,189.6	\$1,189.6
PERSONAL SERVICES									
Personnel Schedule									
Position Title	Employees								
	2018	19-D	19-M	19-C	Position	Grade			
Streets Superintendent	1.0	1.0	1.0	1.0					
Equip. Operator II - PW	2.0	2.0	2.0	2.0					
Equip. Operator I - PW	1.0	1.0	1.0	1.0					
Maint Worker I / St. Sweep	4.0	4.0	4.0	4.0					
Street Crew Leader	1.0	1.0	1.0	1.0					
Maint Worker II / St. Sweep	0.0	0.0	0.0	0.0					
Total Personnel	9.0	9.0	9.0	9.0					
6110 Full-Time Salaries						432.6	421.1	434.0	434.0
6120 Overtime						3.8	11.0	6.0	6.0
6140 Standby						.0	.0	20.0	20.0
6210 Retirement Contribution						25.2	30.2	32.2	32.2
6240 FICA						33.9	33.1	35.2	35.2
6250 Worker's Compensation						18.2	24.0	22.7	22.7
6260 Health and Life Insurance						114.5	145.4	162.1	162.1
6270 Unemployment Insurance						1.5	1.3	1.4	1.4
Total Personal Services						\$629.7	\$666.0	\$713.7	\$713.7
CURRENT EXPENSES									
7220 Telephone						4.1	6.0	6.5	6.5
7230 Printing and Binding							.3		.0
7280 Advertising and Publications						1.1	2.0	2.0	2.0
7310 Electricity						137.3	170.0	170.0	170.0
7320 Gas						2.9	5.4	5.4	5.4
7330 Water						.5	1.4	1.4	1.4
7410 Travel and Subsistence						1.5	2.5	2.5	2.5
7430 Training						1.7	2.5	3.0	3.0
7520 Maintenance - Building						7.9	7.5	10.0	10.0
7530 Maintenance - Office Equipment						.2	.2	.3	.3
7540 Maintenance - Vehicles						101.8	115.5	115.6	115.6
7740 Equipment Rental - Snow Removal						72.6	.0	2.5	2.5
7810 Subscriptions and Memberships						.1	.2	.2	.2
7830 Landfill Expense						25.6	50.0	50.0	50.0
8020 (Out) to General Fund for community events						.2	.2	.1	.1
8040 Uniforms						3.3	3.2	3.3	3.3
8080 Gas, Oil, Lubricants						31.2	60.8	61.0	61.0
8090 Other Operating Expenses						8.5	14.0	14.0	14.0
8120 Small Tools and Equipment						3.3	6.0	6.0	6.0
8130 Material to Maintain Buildings						.0	.4	.4	.4
8150 Street Maintenance Materials						.5		.0	.0
8160 Other Materials						4.9	7.0	4.0	4.0
8170 Signs						3.2	13.0		.0
8190 Flood Control/Hazardous Waste							.5	3.5	3.5
BIW Safety								7.5	7.5
BIW Technology and Software								6.2	6.2
									.0
Total Current Expenses						\$413.2	\$469.1	\$475.9	\$475.9
CAPITAL OUTLAY									
9530 Other Machinery and Equipment									
Total Capital Outlay						\$0	\$0	\$0	\$0
						Change from 2018 Budget		\$54.4	\$54.4
								4.8%	4.8%

CITY OF GLENWOOD SPRINGS - BUDGET 2018											
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND			
COMMUNITY DEVELOPMENT		ADMINISTRATION AND PLANNING				JENNIFER OOTON		GENERAL			
SUMMARY						2017 Actual	2018 Budget	2019 Budget			
								Manager Recommend	Council Approved		
Personal Services						368.0	460.1	480.1	480.1		
Current Expenses						212.8	264.4	259.4	259.4		
Capital Outlay						2.6	.0	.0	.0		
Total						\$583.4	\$724.5	\$739.5	\$739.5		
PERSONAL SERVICES											
Personnel Schedule											
Position Title		Employees									
		2018	19-D	19-M	19-C					Position	Grade
Admin Assistant I - CD		0.50	0.50	0.50	0.50						
Planner II		1.00	0.00	0.00	0.00						
Senior Planner		1.00	2.00	2.00	2.00						
Community/Eco Dev Dir		0.25	0.25	0.25	0.25						
Assist Community/Eco Dev Dir		1.00	1.00	1.00	1.00						
Planner I		1.00	1.00	1.00	1.00						
Total Personnel		4.75	4.75	4.75	4.75						
6110 Full-Time Salaries						277.5	329.2	347.2	347.2		
6120 Overtime						.1	.0	.0	.0		
6130 Part-Time						.0	.0	.0	.0		
6210 Retirement Contribution						15.4	23.0	24.3	24.3		
6240 FICA						19.9	25.2	26.6	26.6		
6250 Worker's Compensation						.6	.7	.5	.5		
6260 Health and Life Insurance						53.7	80.9	80.5	80.5		
6270 Unemployment Insurance						.8	1.0	1.0	1.0		
Total Personal Services						\$368.0	\$460.1	\$480.1	\$480.1		
CURRENT EXPENSES											
6272 Temporary Services						.0	1.0	1.0	1.0		
7150 Credit Card Fees						4.9	3.0	3.0	3.0		
7190 Other Professional Services						182.6	180.0	160.0	160.0		
7230 Printing and Binding						.0	1.5	1.5	1.5		
7280 Advertising and Publications						5.1	4.0	4.0	4.0		
7410 Travel and Subsistence						1.9	3.5	3.5	3.5		
7420 Business Conferences						.1	1.5	1.5	1.5		
7430 Training						.0	5.0	5.0	5.0		
7530 Maintenance and Repair - Office Equipment						5.9	7.0	7.0	7.0		
7810 Subscriptions and Memberships						2.2	3.5	3.5	3.5		
8020 (Out) to General Fund for community events						.6	.6	.6	.6		
8060 Office Supplies						4.4	4.8	4.8	4.8		
8200 Historic Preservation Commission						.2	4.0	4.0	4.0		
8310 CHS Grant						.0	30.0	35.0	35.0		
8400 Affordable Housing						.0	.0	10.0	10.0		
									.0		
Total Current Expenses						\$212.8	\$264.4	\$259.4	\$259.4		
CAPITAL OUTLAY											
9520 Other Machinery and Equipment						2.6					
Total Capital Outlay						\$2.6	\$0	\$0	\$0		
						Change from 2018 Budget		\$15.0	\$15.0		
								2.1%	2.1%		

CITY OF GLENWOOD SPRINGS - BUDGET 2018										
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND	
COMMUNITY DEVELOPMENT			BUILDING INSPECTION				JENNIFER OOTON		GENERAL	
SUMMARY							2017 Actual	2018 Budget	2019 Budget	
									Manager Recommend	Council Approved
Personal Services							216.2	233.3	235.9	235.9
Current Expenses							59.4	52.0	52.0	52.0
Capital Outlay									.0	.0
Total							\$275.6	\$285.3	\$287.9	\$287.9
PERSONAL SERVICES										
Personnel Schedule										
Position Title		Employees								
		2018	19-D	19-M	19-C	Position				Grade
Building Official		1.0	1.0	1.0	1.0					
Building Inspector I		0.0	0.0	0.0	0.0					
Building Inspector II		1.0	1.0	1.0	1.0					
Admin Assistant I - CD		0.5	0.5	0.5	0.5					
Total Personnel		2.5	2.5	2.5	2.5					
6110 Full-Time Salaries							147.0	154.7	157.7	157.7
6120 Overtime							.1	.0	.0	.0
6130 Part-Time							.0	.0	.0	.0
6210 Retirement Contribution							8.1	10.8	11.0	11.0
6240 FICA							10.2	11.8	12.1	12.1
6250 Worker's Compensation							.5	.6	1.9	1.9
6260 Health and Life Insurance							49.9	54.9	52.6	52.6
6270 Unemployment Insurance							.4	.5	.5	.5
Total Personal Services							\$216.2	\$233.3	\$235.9	\$235.9
CURRENT EXPENSES										
7130 Consultant Fees							52.1	30.0	30.0	30.0
7230 Printing and Binding							.0	.5	.5	.5
7410 Travel and Subsistence							.8	2.5	2.5	2.5
7430 Training							.7	2.0	2.0	2.0
7450 Tuition Reimbursement							.2			.0
7530 Maintenance and Repair - Office Equip							.0	2.0	2.0	2.0
7540 Maintenance and Repair - Vehicles							1.8	1.5	1.5	1.5
7810 Subscriptions and Memberships							.0	1.0	1.0	1.0
8020 Educational Supplies							1.9	7.0	7.0	7.0
8060 Office Supplies							.3	1.5	1.5	1.5
8080 Gas, Oil, Lubricants							.8	2.0	2.0	2.0
8090 Other Operating Expense							.9	2.0	2.0	2.0
										.0
Total Current Expenses							\$59.4	\$52.0	\$52.0	\$52.0
CAPITAL OUTLAY										
9520 Other Machinery and Equipment (Out) to General Fund for community events										
Total Capital Outlay							\$0	\$0	\$0	\$0
							Change from 2018 Budget		\$2.6	\$2.6
									0.9%	0.9%

CITY OF GLENWOOD SPRINGS - 2019 BUDGET											
FUNCTION					ACTIVITY			DEPARTMENT HEAD		FUND	
PARKS AND RECREATION					RECREATION PROGRAMS			BRIAN SMITH		GENERAL	
SUMMARY								2017 Actual	2018 Budget	2019 Budget	
										Manager Recommend	Council Approved
Personal Services								1,717.9	1,936.2	1,930.8	1,930.8
Current Expenses								659.5	700.8	719.1	719.1
Capital Outlay								.0	.0	.0	.0
Total								\$2,377.4	\$2,637.0	\$2,649.9	\$2,649.9
PERSONAL SERVICES											
Personnel Schedule											
Position Title		Employees									
		2018	19-D	19-M	19-C	Position	Grade				
Parks and Recreation Dir.		1.0	1.0	1.0	1.0						
Community Rec Coord.		1.0	1.0	1.0	1.0						
Office Coordinator		1.0	0.0	0.0	0.0						
Athletics Coordinator		1.0	1.0	1.0	1.0						
Ice Rink/Programs Coord.		0.0	0.0	0.0	0.0						
Facility Coordinator		1.0	1.0	1.0	1.0						
Community Center Manager		0.0	1.0	1.0	1.0						
Aquatics Coordinator		1.0	1.0	1.0	1.0						
Recreation Supervisor		1.0	1.0	1.0	1.0						
CSR II		2.0	2.0	2.0	2.0						
Bldg Mtn I/Janitorial Staff		1.0	1.0	1.0	1.0						
Building Maint II		2.0	3.0	3.0	3.0						
Facility Maint Supt		1.0	1.0	1.0	1.0						
Building Maint III		1.0	0.0	0.0	0.0						
Total Personnel		14.0	14.0	14.0	14.0						
6110	Full-Time Salaries							751.7	784.4	798.9	798.9
6120	Overtime							3.5	2.9	3.5	3.5
6130	Part-Time							589.6	701.5	675.0	675.0
6210	Retirement Contribution							38.9	55.1	56.2	56.2
6240	FICA							100.7	113.9	113.0	113.0
6250	Worker's Compensation							35.3	42.4	30.2	30.2
6260	Health and Life Insurance							194.0	231.5	250.6	250.6
6270	Unemployment Insurance							4.3	4.5	3.5	3.5
Total Personal Services								\$1,717.9	\$1,936.2	\$1,930.8	\$1,930.8
CURRENT EXPENSES											
Operating Expenses											
7190	Professional Services							44.9	35.0	47.0	47.0
7220	Telephone							9.3	8.5	11.0	11.0
7221	Postage							.3	.2	.2	.2
7230	Printing and Binding							5.4	5.1	5.1	5.1
7280	Advertising							8.7	9.0	9.0	9.0
7310	(Out) to General Fund for community events							127.7	130.0	130.0	130.0
7320	Natural Gas							60.8	80.0	80.0	80.0
7350	Disposal Costs							7.4	7.5	7.5	7.5
7410	Travel and Subsistence							.6	2.0	2.0	2.0
7430	Training							6.5	10.0	10.0	10.0
7520	Maintenance - Building							116.6	130.0	130.0	130.0
7530	Maintenance - Ice Rink							27.6	33.0	33.0	33.0
7540	Maintenance and Repair - Vehicles							8.4	14.0	14.0	14.0
7740	Equipment Rent/Lease							3.9	5.0	5.0	5.0
7750	Security							.2			.0
7810	Subscriptions and Memberships							4.6	4.2	4.2	4.2
7840	Bank Services							43.2	40.0	40.0	40.0
7960	Sale and Rental Items							19.0	17.0	17.0	17.0
7964	Food Items							1.9	2.0	2.0	2.0
8040	Uniforms							1.4	3.8	3.8	3.8
8060	Office Supplies							6.2	5.0	5.0	5.0
8061	Background checks/Ads/Drug Test							12.8	8.0	8.0	8.0
8063	Recreation Program Supplies							8.3	12.0	2.0	2.0
8064	Fitness/Enrichment programs							9.7	8.0	12.0	12.0
8067	Community Rooms							5.5	2.0	4.0	4.0
8068	Subcontractor Programs							5.1	10.0	10.0	10.0
8080	Gas, Oil Lubricants							1.9	3.0	3.0	3.0
8090	Other Operating Expense							5.8	6.0	6.0	6.0
8263	Pool Maintenance Equipment & Supply							37.1	38.0	33.3	33.3
8264	Aquatics Program Supplies									7.5	7.5
Total Operating Expenses								\$621.6	\$664.3	\$677.6	\$677.6
Youth Programs											
Community Program Supplies										5.0	5.0
8103	Kid Kamp - Summer							10.0	13.0	13.0	13.0
8109	Scholarships							1.5	1.5	1.5	1.5
Sports											.0
8200	Adult Leagues							4.4	7.0	7.0	7.0
8210	Youth Leagues							4.6	6.5	6.5	6.5
8240	Tennis							5.3	1.0	1.0	1.0
Adults and Seniors											.0
8310	Senior Programming								.5	.5	.5
8320	Special Events							12.2	7.0	7.0	7.0
Total Current Expenses								\$659.5	\$700.8	\$719.1	\$719.1
								Change from 2018		\$17.9	\$17.9
								Budget		0.7%	0.7%

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND	
GENERAL GOVERNMENT		ARTS PROGRAMS				BRIAN SMITH		GENERAL	
SUMMARY						2017 Actual	2018 Budget	2019 Budget	
								Manager Recommend	Council Approved
Personal Services						.0	199.0	185.1	185.1
Current Expenses						.0	82.7	116.9	116.9
Capital Outlay						.0	79.2	30.0	30.0
Total						\$.0	\$360.9	\$332.0	\$332.0
PERSONAL SERVICES									
Personnel Schedule									
Position Title	Employees								
	2018	19-D	19-M	19-C	Position				
Event Coordinator	1.0	1.0	1.0	1.0					
Total Personnel	1.0	1.0	1.0	1.0					
6110 Full-Time Salaries							58.6	59.0	59.0
6120 Overtime							.0	.0	.0
6130 Part-Time							96.0	96.0	96.0
6210 Retirement Contribution							4.1	4.1	4.1
6240 FICA							11.8	11.9	11.9
6250 Worker's Compensation							.4	3.5	3.5
6260 Health and Life Insurance							27.6	10.3	10.3
6270 Unemployment Insurance							.5	.3	.3
Total Personal Services						\$.0	\$199.0	\$185.1	\$185.1
CURRENT EXPENSES									
7190 Professional Services							6.0	6.0	6.0
7220 Telephone							.6	.6	.6
7230 Printing and Binding							.1	.1	.1
7280 Advertising							2.5	2.5	2.5
7310 Electrical							2.0	2.0	2.0
7320 Natural Gas							1.2	1.2	1.2
7330 Water and Sewer								1.2	1.2
7350 Disposal Costs								3.0	3.0
7410 Travel and Subsistence							.5	.5	.5
7430 Training							1.5	1.5	1.5
7520 Maintenance and Repair - Building							20.0	.0	.0
7540 Maintenance and Repair - Vehicles							2.5	2.5	2.5
7740 Equipment Rent/Lease							5.6	5.6	5.6
7810 Subscriptions and Memberships							.5	.5	.5
7840 Bank Services							5.0	5.0	5.0
7960 Sale and Rental Items							1.5	1.5	1.5
7964 (Out) to General Fund for community events							.5	.5	.5
8010 Landscaping							.5	.5	.5
8060 Office Supplies							.7	.7	.7
8061 Background Checks/Ads/Drug Tests							1.0	1.0	1.0
8063 Program Supplies							25.0	25.0	25.0
8067 Facility Rental Expense							2.0	2.0	2.0
8090 Other Operating Expense							3.0	3.0	3.0
8320 Special Events								50.0	50.0
Total Current Expenses						\$.0	\$82.7	\$116.9	\$116.9
CAPITAL OUTLAY									
Furnishings and Equipment							79.2	30.0	30.0
Total Capital Outlay						\$.0	\$79.2	\$30.0	\$30.0
						Change from 2018 Budget		\$36.1	\$36.1
								10.0%	10.0%

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION				ACTIVITY			DEPARTMENT HEAD		FUND	
GENERAL ADMINISTRATION				FACILITIES			BRIAN SMITH		GENERAL	
SUMMARY							2017 Actual	2018 Budget	2019 Budget	
									Manager Recommend	Council Approved
Personal Services							.0	135.0	139.8	139.8
Current Expenses							.0	35.6	36.6	36.6
Capital Outlay							.0	.0	.0	.0
Total							\$0	\$170.5	\$176.3	\$176.3
PERSONAL SERVICES										
Personnel Schedule										
Position Title		Employees								
		2018	19-D	19-M	19-C	Position				Grade
Janitorial Staff Supervisor		1.0	1.0	1.0	1.0					
Janitorial Staff		1.0	1.0	1.0	1.0					
		2.0	2.0	2.0	2.0					
6110 Full-Time Salaries								81.2	83.5	83.5
6120 Overtime								.0	.0	.0
6130 Part-Time								.0	.0	.0
6210 Retirement Contribution								5.7	5.8	5.8
6240 FICA								6.2	6.4	6.4
6250 Worker's Compensation								4.2	3.3	3.3
6260 Health and Life Insurance								37.5	40.5	40.5
6270 Unemployment Insurance								.2	.3	.3
Total Personal Services							\$0	\$135.0	\$139.8	\$139.8
CURRENT EXPENSES										
7510 City Hall Janitorial Supplies								8.5	9.5	9.5
7520 City Hall Building Maintenance								27.1	27.1	27.1
										.0
Total Current Expenses							\$0	\$35.6	\$36.6	\$36.6
CAPITAL OUTLAY										
9530 Other Equipment										
(Out) to General Fund for community events							\$0	\$0	\$0	\$0
							Change from 2018 Budget		\$5.8	\$5.8
									3.4%	3.4%

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION			ACTIVITY			DEPARTMENT HEAD		FUND		
PARKS AND RECREATION			PARKS AND CEMETERY			BRIAN SMITH		GENERAL		
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						674.5	751.4	709.5	709.5	
Current Expenses						398.1	387.7	400.6	400.6	
Capital Outlay								.0	.0	
Total						\$1,072.6	\$1,139.1	\$1,110.1	\$1,110.1	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position					Grade
Parks/Cemetery Superint.	1.0	1.0	1.0	1.0						
Maint. Worker II - Parks	3.0	3.0	3.0	3.0						
Maint. Worker I - Parks	3.0	3.0	3.0	3.0						
Crew Lead	1.0	1.0	1.0	1.0						
PT Seasonal Maint. Wrkr I	4.2	4.2	4.2	4.2						
Total Personnel						12.2	12.2	12.2	12.2	
6110 Full-Time Salaries						359.4	382.8	396.2	396.2	
6120 Overtime						1.8	2.0	2.0	2.0	
6130 Part-Time						120.0	140.0	110.0	110.0	
6210 Retirement Contribution						21.2	26.9	27.9	27.9	
6240 FICA						35.9	40.2	38.9	38.9	
6250 Worker's Compensation						24.7	32.7	17.1	17.1	
6260 Health and Life Insurance						109.9	125.3	116.1	116.1	
6270 Unemployment Insurance						1.5	1.6	1.4	1.4	
Total Personal Services						\$674.5	\$751.4	\$709.5	\$709.5	
CURRENT EXPENSES										
7190 Professional Services - Spraying Contract						38.1	60.0	60.0	60.0	
7220 Telephone						5.2	5.0	7.0	7.0	
7310 Electricity						16.6	15.5	15.5	15.5	
7320 Gas						3.0	5.0	5.0	5.0	
7330 Water						132.1	115.0	115.0	115.0	
7350 Trash Pickup						7.6	12.0	12.0	12.0	
7410 Travel and Subsistence						.7	1.2	1.2	1.2	
7430 Training						3.3	4.0	4.0	4.0	
7540 Maintenance and Repair - Vehicles						52.5	50.0	50.0	50.0	
7560 Maintenance - Trails						8.9	8.0	8.0	8.0	
7710 Land Rent/Lease						17.2	.7		.0	
7740 (Out) to General Fund for community events						.6	13.0	14.5	14.5	
7810 Subscriptions and Memberships						.3	.3	.3	.3	
8010 Agricultural and Horticultural Supplies						32.6	20.0	30.0	30.0	
8040 Uniforms						3.5	3.8	3.8	3.8	
8060 Office Supplies						.4	.3	.3	.3	
8080 Gas, Oil Lubricants						16.6	20.0	20.0	20.0	
8090 Other Operating Expense						32.6	28.0	28.0	28.0	
8120 Small Tools and Equipment						4.4	3.5	3.5	3.5	
8130 Material to Maintain Buildings						18.3	20.0	20.0	20.0	
8600 Repurchase Cemetery Lots						1.8	1.0	1.0	1.0	
Total Current Expenses						\$398.1	\$387.7	\$400.6	\$400.6	
						Change from 2018		(\$29.0)	(\$29.0)	
						Budget		(2.5%)	(2.5%)	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
TOURISM PROMOTION FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
1130 Accommodations Tax	1,067.7	1,034.1	1,112.0	1,112.0
3120 Interest Income	1.2	1.3	1.3	1.3
3130 Miscellaneous Income				.0
Total Revenues	\$1,068.9	\$1,035.4	\$1,113.3	\$1,113.3
EXPENDITURES				
EXPENDITURES				
7190 Salary - Marketing Director	78.8	81.2	83.6	83.6
7193 Marketing Project Manager	57.8	59.5	57.0	57.0
7194 Payroll Tax & Benefits	30.0	30.9	28.1	28.1
7196 Visitor Services	100.0	115.0	115.0	115.0
7220 Public Relations	40.0	44.0	15.0	15.0
7230 Printing/Distribution (Brochures, etc.)	30.8	27.0	30.6	30.6
7280 Advertising (Print/Online/Radio/TV/Agency Fees/Creative)	491.3	481.0	553.4	553.4
7282 Hosting (Website/Video/Domains/Email/Booking Engine)	24.0	36.4	36.7	36.7
7283 Internet Management	10.0	10.0	15.0	15.0
7285 Direct Mail and Fulfillment	9.9	11.5	7.5	7.5
7286 Trade Shows	6.0	7.8	9.2	9.2
7287 Organizations & Education	7.4	9.1	7.2	7.2
7289 Miscellaneous Expense	27.1	2.5	2.3	2.3
7291 Travel	17.1	18.9	18.3	18.3
7292 Group and International Marketing	24.8	23.1	25.0	25.0
7420 Bookkeeping Services	9.0	10.4	10.4	10.4
7900 Interfund Cost of Service	10.5	10.7	10.7	10.7
8090 Other Expenses	1.8			.0
8200 Consultants	.5	5.0	5.0	5.0
8400 Community Promotion	73.9	29.8	33.4	33.4
Total Expenditures	\$1,050.8	\$1,013.7	\$1,063.2	\$1,063.2
EXCESS REVENUES OVER (UNDER) EXPENDITURES				
Excess Revenue Over (Under) Expenditures	\$18.1	\$21.6	\$50.1	\$50.1
TRANSFERS				
Transfers In (Out):				
(Out) to General Fund for community events		(50.0)	(50.0)	(50.0)
(Out) to A&I for Downtown Maintenance			.0	(60.0)
Excess Revenues Over (Under) Expenditures & Transfers	\$18.1	(\$28.4)	\$1	(\$59.9)
FUND BALANCE				
Fund Balance - Beginning	\$604.2	\$622.2	\$593.9	\$593.9
Fund Balance - Ending	622.2	593.9	594.0	534.0
Less: Restricted - Tabor Reserve	(32.1)	(31.1)	(33.4)	(33.4)
Less: Committed 15% - Resolution #2012-24	(160.3)	(155.3)	(167.0)	(167.0)
Fund Balance - Unreserved	\$429.8	\$407.5	\$393.6	\$333.6

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
Victims Assistance and Law Enforcement (V.A.L.E.) Fund	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
V.A.L.E. Assessment	43.6	37.0	35.0	35.0
Interest	.9	1.0	1.0	1.0
Miscellaneous Income				
Total Revenues	\$44.5	\$38.0	\$36.0	\$36.0
EXPENDITURES				
EXPENDITURES				
7190 Professional Fees		.5		.0
7194 Victim/Witness Assistance	52.0	45.0	40.0	40.0
7411 Board Expense				
7430 Training				
7900 Interfund Cost of Service				
8060 Office Supplies		.5	.5	.5
9530 Police Equipment		5.0	5.0	5.0
Total Expenditures	\$52.0	\$51.0	\$45.5	\$45.5
EXCESS REVENUES OVER (UNDER) EXPENDITURES				
Excess Revenues Over (Under) Expenditures	(\$7.5)	(\$13.0)	(\$9.5)	(\$9.5)
FUND BALANCE				
Fund Balance - Beginning	\$62.8	\$55.4	\$42.4	\$42.4
Fund Balance - Ending	55.4	42.4	32.9	32.9
Less: Restricted - Tabor Reserve	(1.3)	(1.1)	(1.1)	(1.1)
Fund Balance - Unreserved	\$54.0	\$41.2	\$31.8	\$31.8

CITY OF GLENWOOD SPRINGS - 2019 BUDGET					
Summary of Revenues, Expenditures and Fund Balance (000's)					
CONSERVATION TRUST FUND		2017 Actual	2018 Budget	2019 Budget	
				Manager Recommend	Council Approved
REVENUES					
REVENUES					
1391	Colorado State Lottery	98.2	110.0	112.2	112.2
3120	Interest Income	1.0	.8	.8	.8
3130	Other Income		.0	.0	.0
Total Revenues		\$99.2	\$110.8	\$113.0	\$113.0
EXPENDITURES					
EXPENDITURES					
0	Unallocated - 48.500.0000				
9400	Parks and Recreation Master Plan 48.154.9400				
9437	WhiteWater Park - 48.154.9437		5.0	50.0	.0
9445	Ice Rink mechanical and structural	18.7	25.0		
9445	Pool mechanical and structural	42.1			
9530	Park Improvements and Equipment - 48.154.9530	9.0	23.0		
xx01	Playground resurfacing (BIW36)		23.5		
xx02	Roaring Fork Mtn Bike - South Canyon Trails	30.0	.0		
	Red Mountain Trail Improvements	50.0			
xx03	ADA Compliant Water Fountains (BIW44)		4.5		
xx04	To City of New Castle for LoVa Trail match		15.0	100.0	100.0
	Park Signage (BIW45)		8.5		
	Water slide restoration (BIW66)		10.0		
	Veltus Park Restoration		80.0		
	Parks Master Plan			40.0	.0
Total Expenditures		\$149.8	\$194.5	\$190.0	\$100.0
EXCESS REVENUES OVER (UNDER) EXPENDITURES					
Excess Revenues Over (Under) Expenditures		(\$50.5)	(\$83.7)	(\$77.0)	\$13.0
FUND BALANCE					
Fund Balance - Beginning		\$412.0	\$361.5	\$277.8	\$277.8
Fund Balance - Ending		361.5	277.8	200.8	290.8
Less: Restricted - Tabor Reserve		(3.0)	(3.3)	(3.4)	(3.4)
Less: 25% Contingency Reserve		(37.4)	(48.6)	(47.5)	(47.5)
Fund Balance - Unreserved		\$321.1	\$225.9	\$149.9	\$239.9
				\$0.0	287.4

\$0.0 287.4

CITY OF GLENWOOD SPRINGS - 2019 BUDGET					
Summary of Revenues, Expenditures and Fund Balance (000's)					
BUS TAX FUND		2017 Actual	2018 Budget	2018 Budget	
				Manager Recommend	Council Approved
REVENUES					
REVENUES					
1130	Sales Tax	923.1	982.2	1,001.9	1,001.9
1140	Use Tax	32.8	19.4	19.8	19.8
1145	Audit Revenue	9.2	2.0	2.0	2.0
1390	Grants	277.3	711.3	1,204.8	1,204.8
1510	Bus Fares	10.6	100.0	95.0	95.0
1500	Advertising Fees	74.8	9.0	9.0	9.0
3120	Interest Income	1.2	.8	.8	.8
3122	Sale of Assets	1.4		.0	.0
3130/40	Credit Card Convenience Fees	.2	1.0	1.0	1.0
Total Revenues		\$1,330.5	\$1,825.7	\$2,334.2	\$2,334.2
EXPENDITURES					
EXPENDITURES					
6310	Fixed Labor Costs	368.9	372.1	386.8	386.8
6410	Direct Labor Costs	404.6	386.9	409.1	409.1
7144	Sales & Use Tax Refund	1.6	1.0	1.0	1.0
7145	Sales Tax TIF to DDA	34.6	24.6	25.0	25.0
7150	Audit Fees	2.0	1.0	1.0	1.0
7151	Credit Card/ACH Fees	.4	.4	.3	.3
7160	Economic Incentive Rebate	11.9	9.0	9.2	9.2
7190	Other Professional Services	2.8	11.0	6.0	6.0
7210	Employee Bus Passes	2.7	1.5	1.0	1.0
7270	TDM Program	5.0	7.5	5.0	5.0
7410	Direct Mileage Costs	183.2	199.2	231.2	231.2
7430	Allocated Training	68.5	71.4	76.8	76.8
7540	City Van Pool expense (Van Maintenance)	5.3	10.0	7.5	7.5
7560	Para-Transit Service	30.0	30.0	30.0	30.0
7620	Property Insurance	6.8	6.9	6.9	6.9
7870	Transit Operations Plan	47.7		40.0	40.0
7900	Interfund Cost of Service	121.6	125.3	127.8	127.8
8090	Other Operating Expense	16.6	15.9	19.9	19.9
9430	Allocated Capital	47.2	56.5	56.5	56.5
	Ride Hailing Pilot			60.0	60.0
9540	Bus Wraps		10.0	20.0	20.0
9541	Grant Costs/Ride Glenwood Buses		573.0	1,146.0	1,146.0
Total Expenditures		\$1,361.4	\$1,913.0	\$2,667.0	\$2,667.0
EXCESS REVENUES OVER (UNDER) EXPENDITURES					
(Out) to General Fund for community events		(\$30.9)	(\$87.3)	(\$332.8)	(\$332.8)
TRANSFERS					
7079 Transfer to DDA Fund for Annual Settlement					
Excess Revenues Over (Under) Expenditures and Transfers		(\$30.9)	(\$87.3)	(\$332.8)	(\$332.8)
FUND BALANCE					
Fund Balance - Beginning		\$700.7	\$669.8	\$582.5	\$582.5
Fund Balance - Ending		669.8	582.5	249.7	249.7
Less: Non-Spendable - Prepaid RFTA passes		(2.1)	(2.1)	(2.1)	(2.1)
Less: Restricted - Tabor Reserve		(31.6)	(33.4)	(33.9)	(33.9)
Less: 25% Contingency Reserve		(340.4)	(478.3)	(666.8)	(666.8)
Fund Balance - Unreserved		\$295.8	\$68.7	(\$453.0)	(\$453.0)
Available reserves=>		636.2	547.0	213.7	213.7

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
MARIJUANA TAX FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
1130 Sales Tax	113.2	266.0	226.5	226.5
1140 Excise Tax	18.2	134.0	75.0	75.0
1145 Audit Revenue				
3120 Interest Income				
3130 Miscellaneous Income				
Total Revenues	\$131.4	\$400.0	\$301.5	\$301.5
EXPENDITURES				
EXPENDITURES				
7144 Sales & Use Tax Refund				
7145 Sales Tax TIF to DDA				
7150 Audit Fees		1.0		
7151 Credit Card/ACH Fees				
7160 Economic Incentive Rebate				
7190 Other Professional Services	.1		.3	.3
7900 Interfund Cost of Service				
Total Expenditures	\$.1	\$1.0	\$.3	\$.3
EXCESS REVENUES OVER (UNDER) EXPENDITURES				
Excess Revenues Over (Under) Expenditures	\$131.3	\$399.0	\$301.2	\$301.2
TRANSFERS				
TRANSFERS IN (OUT)				
xx01 Transfer to Gen Fund for Educational Programming		(100.0)	(100.0)	(100.0)
xx02 Transfer to Fire and EMS for public safety		(199.0)	(75.0)	(75.0)
xx03 Transfer to General Fund for Police for public safety		(100.0)	(75.0)	(75.0)
Excess Revenues Over (Under) Expenditures and Transfers	\$131.3	\$0	\$51.2	\$51.2
FUND BALANCE				
Fund Balance - Beginning	\$0	\$131.3	\$131.3	\$131.3
Fund Balance - Ending	131.3	131.3	182.5	182.5
Less: Unallocated 10% Contingency Reserve	(13.1)	(40.0)	(30.1)	(30.1)
Fund Balance - Unreserved	(\$13.1)	\$91.3	\$101.1	\$101.1

CITY OF GLENWOOD SPRINGS - 2019 BUDGET					
Summary of Revenues, Expenditures and Fund Balance (000's)					
FIRE AND EMS FUND		2017 Actual	2018 Budget	2019 Budget	
				Manager Recommend	Council Approved
REVENUES					
REVENUES					
SERVICE CHARGES					
1500	Glenwood Springs Rural Fire Protection District	680.3	781.3	642.4	642.4
1425	Medicare/Medicaid adjustments				
OTHER INCOME					
3120	Interest	.6	.1	.5	.5
3130	Miscellaneous Income	8.5	1.0	1.0	1.0
1390	Grants	83.2			
1420	Ambulance Fees (Net of Insurance Adjustments)	474.9	400.0	400.0	400.0
3115	Reimbursement - Others				
1530	Fire Permit Fees	15.2	10.0	15.0	15.0
3139	Bad Debt Recovery	15.9	10.0	15.0	15.0
3136	Donations	12.8	.1		
Total Revenues		\$1,291.4	\$1,202.5	\$1,073.9	\$1,073.9
EXPENDITURES					
EXPENDITURES					
xx01	Fire and EMS Operational Costs	3,866.7	3,991.6	4,054.7	4,054.7
Total Expenditures		\$3,866.7	\$3,991.6	\$4,054.7	\$4,054.7
EXCESS REVENUES OVER (UNDER) EXPENDITURES					
Excess Revenues Over (Under) Expenditures		(\$2,575.2)	(\$2,789.2)	(\$2,980.8)	(\$2,980.8)
TRANSFERS					
TRANSFERS					
From City of Glenwood Springs General Fund per IGA					
5140	Amount from five year 2 mills for Fire & EMS Operations	398.8	458.3	458.3	458.3
5140	Balance from General Fund revenues	2,525.2	2,131.9	2,447.6	2,447.6
xx02	From Marijuana Fund for public safety		199.0	75.0	75.0
Excess Revenues Over (Under) Expenditures & Transfers		\$348.7	\$0	\$0	\$0
FUND BALANCE					
Fund Balance - Beginning		\$50.1	\$50.1	\$170.5	\$170.5
Fund Balance - Ending			170.5	170.5	170.5
Less: Restricted - Tabor and Grant Proceeds		(38.7)	(36.1)	(32.2)	(32.2)
Less: Unassigned - Negative Residual		38.7	(134.5)	(138.3)	(138.3)
Fund Balance - Unreserved		\$0	\$0	\$0	\$0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET											
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND			
SPECIAL REVENUE		FIRE & EMS				GARY TILLOTSON		FIRE & EMS			
SUMMARY						2017 Actual	2018 Budget	2019 Budget			
								Manager Recommend	Council Approved		
Personal Services						3,025.5	3,102.5	3,197.3	3,197.3		
Current Expenses						814.1	889.1	857.5	857.5		
Capital Outlay						27.2	.0	.0	.0		
Total						\$3,866.7	\$3,991.6	\$4,054.7	\$4,054.7		
PERSONAL SERVICES											
Personnel Schedule											
Position Title		Employees									
		2018	19-D	19-M	19-C					Position	Grade
Fire Chief		1.0	1.0	1.0	1.0						
Fire Battalion Chief		3.0	3.0	3.0	3.0						
Fire Lieutenant		3.0	3.0	3.0	3.0						
Fire Marshal		1.0	1.0	1.0	1.0						
Firefighter II/Engineer		5.0	5.0	5.0	5.0						
Firefighter II/EMT-P		7.0	7.0	7.0	7.0						
Firefighter II/EMT-B		3.0	3.0	3.0	3.0						
Firefighter I/EMT-B		1.0	1.0	1.0	1.0						
Firefighter I/EMT-P		2.0	2.0	2.0	2.0						
PT Reserve Firefighters		3.7	3.7	3.7	3.7						
Admin Assistant I - Fire		0.0	0.0	0.0	0.0						
Admin Assistant II - Fire		1.0	1.0	1.0	1.0						
Total Personnel		30.7	30.7	30.7	30.7						
6110 Total Base Salaries						1,842.5	1,877.0	1,881.7	1,881.7		
6120 Overtime						168.4	102.6	150.0	150.0		
6130 Part-Time						185.3	190.0	200.0	200.0		
6210 Retirement Contribution						123.3	138.6	142.2	142.2		
6220 Police/Fire Retirement						145.2	148.5	152.4	152.4		
6240 FICA						41.6	43.2	54.1	54.1		
6250 Worker's Compensation						78.0	103.0	78.1	78.1		
6260 FPPA Disability						.0	45.5	47.8	47.8		
6260 Health and Life Insurance						434.3	447.1	484.5	484.5		
6270 Unemployment Insurance						6.8	6.9	6.5	6.5		
Total Personal Services						\$3,025.5	\$3,102.5	\$3,197.3	\$3,197.3		
CURRENT EXPENSES											
6280 Other Pensions - Volunteer Fire						30.0	33.0	30.0	30.0		
7060 Bad Debts						146.4	175.0	160.0	160.0		
7190 Other Professional Services						25.5	30.5	25.5	25.5		
7195 Collection Expense						23.3	25.0	25.0	25.0		
7220 Telephone						9.4	14.6	10.5	10.5		
7310 Electric						16.5	19.0	17.5	17.5		
7320 (Out) to General Fund for community events						12.5	15.0	14.0	14.0		
7330 Water						2.8	3.0	3.0	3.0		
7430 Training						25.0	26.5	27.0	27.0		
7520 Maintenance and Repair - Building						20.9	23.5	25.9	25.9		
7540 Maintenance and Repair - Vehicles						81.0	75.0	75.0	75.0		
7550 Maintenance and Repair - Equipment						11.4	16.5	16.5	16.5		
7910 Liability and Casualty Insurance						24.8	29.6	30.0	30.0		
7620 Property Insurance						5.2	6.0	6.0	6.0		
7810 Subscriptions and Memberships						4.0	4.3	4.3	4.3		
7900 Interfund Cost of Service						200.6	204.6	212.8	212.8		
8020 Educational Supplies						1.9	3.9	2.0	2.0		
8030 Chemicals						2.4	3.0	3.0	3.0		
8040 Uniforms						14.6	20.0	20.0	20.0		
8045 Personal Protective Equipment						20.3	22.0	22.0	22.0		
8050 Medical Supplies						30.4	30.4	33.4	33.4		
8060 Office Supplies						2.7	4.6	4.6	4.6		
8080 Gas, Oil, Lubricants						17.6	26.0	26.0	26.0		
8090 Other Operating Expense						8.8	15.0	15.0	15.0		
8120 Small Tools and Equipment						4.0	9.0	10.0	10.0		
8140 Communications Equipment/Repair						.7	18.0	8.0	8.0		
8160 Miscellaneous Maintenance Supplies						9.6	12.0	12.0	12.0		
8470 Grant Costs						53.6	10.0	10.0	10.0		
Total Current Expenses						\$814.1	\$889.1	\$857.5	\$857.5		
CAPITAL OUTLAY											
9530 Equipment						27.2	.0	.0	.0		
Total Capital Outlay						\$27.2	\$0	\$0	\$0		

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
CEMETERY TRUST FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
Perpetual Care Fees	7.8	1.0	1.0	1.0
Interest Income	.1	.1	.1	.1
Miscellaneous Income				
Total Revenues	\$7.8	\$1.1	\$1.1	\$1.1
EXPENDITURES				
Repurchase Cemetery Lots	.0	.0	.0	.0
Capital Outlay - Mower				
Total Expenditures	\$0.0	\$0.0	\$0.0	\$0.0
Excess Revenues Over (Under) Expenditures	\$7.8	\$1.1	\$1.1	\$1.1
FUND BALANCE				
Fund Balance - Beginning	\$39.5	\$47.3	\$48.3	\$48.3
Fund Balance - Ending	\$47.3	\$48.3	\$49.4	\$49.4

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
GENERAL IMPROVEMENT DISTRICT 1980 FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
1100 Property Taxes	38.6	40.3	40.3	40.3
1110 Specific Ownership Tax	3.1	2.0	2.0	2.0
3120 Interest Income	.2	.2	.2	.2
Total Revenues	\$41.8	\$42.5	\$42.5	\$42.5
EXPENDITURES				
EXPENDITURES				
7143 Treasurer's Fees	.8	.8	.8	.8
8090 Other Expense	2.0			
Downtown Lights		25.0		
7900 Interfund Cost of Service		12.5	12.8	12.8
Total Expenditures	\$2.8	\$38.3	\$13.6	\$13.6
EXCESS REVENUES				
Excess Revenues Over (Under) Expenditures	\$39.0	\$4.1	\$28.9	\$28.9
FUND BALANCE				
Fund Balance - Beginning	(\$2.1)	\$36.9	\$41.0	\$41.0
Fund Balance - Ending	\$36.9	\$41.0	\$70.0	\$70.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Retained Earnings Balance (000's)				
DOWNTOWN DEVELOPMENT AUTHORITY FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
Revenues				
1100 Property Taxes				
1120 TIF Property Taxes	56.2	55.7	55.7	55.7
1130 TIF Sales Taxes	639.6	497.6	652.4	652.4
1395 Grants	25.0			
3120 Interest	9.8	2.5	5.0	5.0
3130 Other Income	1.8			
4100 Financing Proceeds				
5160 Transfer from Other Funds (Tourism Grant DDA Flowerpots)				
Total Revenues	\$732.4	\$555.9	\$713.1	\$713.1
EXPENSES				
Expenditures				
Administration	.0	.0	.0	.0
Operations	191.0	199.7	199.7	199.7
Capital Outlay	329.9	25.0	500.0	500.0
Total Expenditures	\$520.9	\$224.7	\$699.7	\$699.7
EXCESS REVENUES				
Excess Revenues Over (Under) Expenditures	\$211.5	\$331.1	\$13.4	\$13.4
TRANSFERS				
Other Additions (Deductions)				
Transfer Out - To General Fund for loan payment		(30.0)	(1.3)	(1.3)
Transfer Out - To Landfill Fund for 917 Cooper Loan payment - Principal	(29.3)	(29.3)	(31.1)	(31.1)
Transfer Out - To Landfill Fund for 5 year Loan payment - Principal	(102.0)			
Transfer Out - To Landfill Fund for 10 year Loan payment - Principal	(49.9)	(50.4)	(51.4)	(51.4)
Transfer Out - To A&I for Downtown Improvements		(300.0)		
Excess Revenues Over (Under) Expenditures and Transfers	\$30.3	(\$78.6)	(\$70.4)	(\$70.4)
FUND BALANCE				
Fund Balance - Beginning	(\$920.5)	(\$709.0)	(\$677.8)	(\$677.8)
Fund Balance - Before Non-GAAP Adjustments	(\$890.2)	(\$787.6)	(\$748.2)	(\$748.2)
Non-GAAP Adjustments:				
Transfer Out - To General Fund for a Loan payment - Principal		30.0	1.3	1.3
Transfer Out - To Landfill Fund for a Loan payments - Principal	181.3	79.7	82.5	82.5
Fund Balance After Non-GAAP Adjustments	(\$709.0)	(\$677.8)	(\$664.4)	(\$664.4)
Less: Restricted - Tabor Reserve	(22.0)	(16.7)	(21.4)	(21.4)
XX01 Add: Unassigned - Negative Residual	730.9	694.5	685.8	685.8
Fund Balance - Assigned	0	0	0	0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
FUNCTION	ACTIVITY			FUND
DOWNTOWN DEVELOPMENT AUTHORITY FUND		2017 Actual	2018 Budget	2019 Budget
				Manager Recommend Council Approved
Current Expenses		191.0	199.7	199.7
Capital Outlay		329.9	85.0	500.0
Total		\$520.9	\$284.7	\$699.7
CURRENT EXPENSES				
7030 Interest		14.6	12.5	12.5
7143 Treasurer's Fees		1.1	1.1	1.1
7190 Other Professional Services		147.2	160.0	160.0
7260 Copying		1.4	1.0	1.0
7410 Travel and Subsistence		3.8	2.3	2.3
7610 Liability and Casualty Insurance		1.3	1.3	1.3
7900 Interfund Cost of Service		20.5	21.1	21.1
8060 Office Supplies		.3	.5	.5
Total Current Expenses		\$191.0	\$199.7	\$199.7
CAPITAL OUTLAY				
9601 7th Streetscape Project		.1		
Façade Fund Grants			25.0	
9608 Wayfinding Implementation		2.4		
9609 Banners at 9th & Cooper parking structure				
9611 7th Street Promenade		205.5		
9614 GAB 6th and Laurel		14.5		
9615 GAB Restrooms		.1		
9616 Grand Ave. Bridge On-site Improvements		.8		
9630 Façade Improvements		1.9		
9639 Kiosks		10.2		
9644 7th Street Stormwater		46.1		
9645 Grand Avenue Lights		48.5		
Under Bridge and Wing Street Furnishings				50.0
Rest Rooms				250.0
Trash Compactor Enclosure at County Site				100.0
Downtown Maintenance Contribution				
Contingency				100.0
Total Capital Outlay		\$329.9	\$85.0	\$500.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
STREET TAX FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
1130 Sales Tax	2,307.9	2,455.8	2,504.9	2,504.9
1140 Use Tax	81.9	148.7	48.6	48.6
1145 Audit Revenue	23.0	5.0	5.0	5.0
1390 Grants	560.0		.0	.0
1400 Traffic Impact Fees		25.0	25.0	25.0
Traffic Impact Fees - Springbridge	20.1		.0	.0
3110 Cost Reimbursement		3.0	3.0	3.0
3120 Interest Income	38.5	16.0	25.0	25.0
3130 Miscellaneous Income	2.3			.0
Credit Card Convenience Fees	.4			.0
4100 Bond Proceeds				.0
Total Revenues	\$3,034.2	\$2,653.4	\$2,611.4	\$2,611.4
EXPENDITURES				
EXPENDITURES				
Sales and Use Tax Refund	2.1			
7145 Sales Tax TIF to DDA	86.4	67.2	89.9	89.9
7150 Audit Fees	4.9	2.5	5.1	5.1
7151 Credit Card/ACH Check	.9		.9	.9
7160 Economic Incentive Rebate	6.0	20.0	6.2	6.2
7900 Interfund Cost of Service	280.5	286.1	291.8	291.8
8090 Other Expenditures	4.0			
Street Projects:				
3620 Grand Avenue Bridge	1.7			
27th Street Bridge design (in A&I after 2016)				
Downtown alley reconstruction project	56.7			
Ped. & Bicycle Path Improv. (W. Midland	739.6			
W. 10th & Red Mountain Drive Design	56.1			
Grand Ave Pedestrian Bridge at 14th St.	173.3			
Midland/Devereaux bridge design	84.4			
South Midland Design	150.7			
Grand Ave Bridge Mitigation	211.7			
8th Street Connection	209.2	500.0	100.0	100.0
Chip Seal Donegan and Devereaux Roads	191.6	12.5		
Pavement Mgmt Software and Data Collection	35.1		50.0	50.0
Crack seal/patching - city-wide as needed		50.0	50.0	50.0
Street Maintenance - city-wide as needed	87.6	825.0	875.0	875.0
Street Striping	10.4	75.0	80.0	80.0
Safe Routes to Schools Improvements	27.1	25.0	25.0	25.0
Sidewalk or ADA ramp replacement		10.0	10.0	10.0
GAB 7th Street Port-a-potties	3.6	4.0	.0	.0
Maintenance - Traffic Signals		7.5	7.5	7.5
Equipment Rental/Snow Removal		130.0	120.0	120.0
Traffic Calming			50.0	50.0
Signs			13.0	13.0
Traffic Control Devices			15.0	15.0
Stormwater Maintenance			3.0	3.0
Guardrail Maintenance Material			5.0	5.0
Street Patching Material			45.0	45.0
Ice Removal - Deicer			33.0	33.0
Street Striping -Thermoplastic			15.0	15.0
Alley Maintenance			100.0	100.0
Debt Service				
2015 Sales & Use Tax Bond - I	255.0	255.0	255.0	255.0
2015 Sales & Use Tax Bond - P	64.3	64.3	64.3	64.3
Bond Admin Fee	.6	.0	.0	.0
Total Expenditures	\$2,747.3	\$2,334.1	\$2,709.8	\$2,709.8

STREET TAX FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
EXCESS REVENUES OVER (UNDER) EXPENDITURES				
Excess Revenues Over (Under) Expenditures	\$286.9	\$319.3	(\$98.3)	(\$98.3)
TRANSFERS				
Transfers In (Out)	266.9			
Transfer from Capital Projects Fund		(90.0)	(74.0)	(74.0)
Transfer to A&I for 27th Street Bridge				
Total Transfers In and Out	\$266.9	(\$90.0)	(\$74.0)	(\$74.0)
EXCESS REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS				
Excess Revenues Over (Under) Expenditures and Transfers	\$553.8	\$229.3	(\$172.3)	(\$172.3)
FUND BALANCE				
Fund Balance - Beginning	\$2,892.0	\$3,445.8	\$3,675.1	\$3,675.1
Fund Balance - Ending	3,445.8	3,675.1	3,502.7	3,502.7
Less: Restricted - Tabor Reserve	(74.2)	(79.6)	(78.3)	(78.3)
Less: Restricted - Bond Proceeds	(2,294.5)	(1,794.5)	(194.5)	(194.5)
Less: Committed - Various	(145.4)	(145.4)	(226.9)	(226.9)
Less: Contingency Reserve (25%)	(686.8)	(583.5)	(677.4)	(677.4)
Fund Balance - Unallocated	\$244.9	\$1,072.1	\$2,325.6	\$2,325.6
Reserves Available to Council=>				
	931.7	1,655.6	3,003.0	3,003.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
Summary of Revenues, Expenditures and Equipment (000's)									
CAPITAL PROJECTS FUND	2017 Actual	2018 Budget	Manager Recommend	Council Approved	Five-Year Projection				
			2019	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	
REVENUES									
1130 Sales Tax	2,307.9	2,455.8	2,504.9	2,504.9	2,555.0	2,606.1	2,658.2	2,711.4	2,765.6
1140 Use Tax	81.9	153.6	85.2	85.2	86.9	87.8	88.6	89.5	90.4
1145 Audit Revenue	23.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
1390 Grants	.0			.0					
2220 Park Land Fees - Springridge	45.1			.0					
2250 Park Land Fees	51.9	238.1		.0					
3120 Interest Income	28.6	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
3130 Miscellaneous	2.0	.3	.3	.3	.3	.3	.3	.3	.3
3140 Credit Card Convenience Fees	.4			.0					
Total Revenues	\$2,540.7	\$2,866.7	\$2,609.4	\$2,609.4	\$2,661.2	\$2,713.1	\$2,766.1	\$2,820.2	\$2,875.3
EXPENDITURES									
EXPENDITURES									
Capital Expenditures	1,120.4	2,257.5	2,352.9	2,352.9	1,293.0	619.9	509.9	624.9	564.9
0390 Special Work Activities Team (SWAT)	416.9	452.8	498.8	498.8	508.8	519.0	529.4	540.0	550.8
7900 Interfund Cost of Service	79.0	80.5	82.1	82.1	83.8	85.5	87.2	88.9	
Total Expenditures	\$1,616.2	\$2,790.8	\$2,933.8	\$2,933.8	\$1,885.6	\$1,224.3	\$1,126.4	\$1,253.7	\$1,115.6
Excess Revenues Over (Under Expenditures)	\$924.5	\$75.9	(\$324.5)	(\$324.5)	\$775.5	\$1,488.8	\$1,639.7	\$1,566.4	\$1,759.7
TRANSFERS									
Transfers In (Out):									
7500 Water / Sewer Fund	(480.0)								
7510 Fleet Service Fund	(473.5)		(447.0)	(447.0)	(500.0)	(500.0)	(500.0)	(500.0)	(500.0)
XX01 A&I Fund		(500.0)							
Transfer in from Enterprise Funds for ERP			100.0	100.0					
Excess Revenues Over (Under) Expenditures and Transfers	(\$29.0)	(\$424.1)	(\$671.5)	(\$671.5)	\$275.5	\$988.8	\$1,139.7	\$1,066.4	\$1,259.7
FUND BALANCE									
Fund Balance - Beginning	\$4,700.1	\$4,671.1	\$4,247.1	\$4,247.1	\$3,575.6	\$3,851.1	\$4,839.9	\$5,979.7	\$7,046.1
Fund Balance - Ending	4,671.1	4,247.1	3,575.6	3,575.6	3,851.1	4,839.9	5,979.7	7,046.1	8,305.8
xx02 Restricted - TABOR Reserve	(76.2)	(86.0)	(78.3)	(78.3)	(79.8)	(81.4)	(83.0)	(84.6)	(86.3)
xx03 Committed	(425.2)	(462.9)	(522.9)	(522.9)	(522.9)	(522.9)	(522.9)	(522.9)	(522.9)
xx04 Assigned - Contingency Reserve (25%)	(403.6)	(697.6)	(733.4)	(733.4)	(471.4)	(306.1)	(281.6)	(313.4)	(278.9)
Fund Balance - Unassigned	\$3,766.2	\$3,000.5	\$2,241.0	\$2,241.0	\$2,777.0	\$3,929.6	\$5,092.2	\$6,125.2	\$7,417.8
Reserves Available to Council=>	4,169.8	3,698.2	2,974.4	2,974.4	3,248.4	4,235.7	5,373.8	6,438.6	7,696.7
Capital Expenditure:									
Parks - Irrigation system upgrades	.4								
Bicycle Parking Infrastructure/We Cycle (same as	2.5								
Pool Boiler Room Replacement	116.1								
Community Center Concrete Floor Repair	2.5								
Acitivity Pool Repair and Resurface	53.3								
City Hall Access Control	95.2								
IT Equipment	65.0								
Roof, Carpet, etc	363.0								
Shoreline Restoration at Two Rivers Park	66.9								
Raymond Property Clean-up	219.8								
Arts Center Building	23.1								
8th Street Connection	18.6								
cp3 Police Radios	38.0	58.0							
cp2 City Hall Windows Reseal		75.0							
cp8 Irrigation Pump - Parks and Recreation		7.0							
cp9 Traffic Counters		5.0							
cp10 Asset Management software		50.0							
cp11 Roaring Fork Mtn Bike - South Canyon Trails		60.0							
cp4 Trail System Fire Mitigation	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
cp5 Enterprise Resource Program (ERP) Upgrade		760.0	725.0	725.0	650.0	300.0	200.0	250.0	250.0
cp1 MOC Structural Repairs	46.0	550.0	225.0	225.0	125.0	125.0	125.0	125.0	125.0
Arts Programs Upgrades			12.0	12.0	15.0				
Facilities Improvements			88.5	88.5	100.0				
cp6 Comm Center Improvements		268.0	437.5	437.5	8.5	8.5	8.5	8.5	8.5
Parks and Rec Department Upgrades			115.0	115.0					
Engineering Department Initiatives			220.0	220.0	100.0				
cp7 IT Software and Equipment	214.7	214.7	161.0	161.0	167.0	120.0	120.0	120.0	120.0
Police Department Equipment Upgrages			95.0	95.0					
Streets Department Equipment			50.0	50.0					
cp17 Project contingency (10%)		199.8	213.9	213.9	117.5	56.4	46.4	51.4	51.4
Total Capital Expenditures	\$1,120.4	\$2,257.5	\$2,352.9	\$2,352.9	\$1,293.0	\$619.9	\$509.9	\$624.9	\$564.9

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
FUNCTION			ACTIVITY			DEPARTMENT HEAD		FUND	
MISCELLANEOUS CAPITAL PROJECTS			SPECIAL WORKS ACTIVITIES			ROBIN MILLYARD		CAPITAL PROJECTS	
SUMMARY						2017 Actual	2018 Budget	2019 Budget	
								Manager Recommend	Council Approved
Personal Services						242.0	223.6	243.1	243.1
Current Expenses						174.9	219.2	245.8	245.8
Capital Outlay						.0	10.0	10.0	10.0
Total						\$416.9	\$452.8	\$498.8	\$498.8
PERSONAL SERVICES									
Personnel Schedule									
Position Title	Employees								
	2018	19-D	19-M	19-C	Position	Grade			
SWAT Superintendent	1.0	1.0	1.0	1.0	3601	55			
SWAT Maint. Specialist	1.0	1.0	1.0	1.0	3604	40			
SWAT Maint. Worker	1.0	1.0	1.0	1.0	3606	30			
Asst. Dir. PW.	0.0	0.0	0.0	0.0	3104				
Total Personnel	3.0	3.0	3.0	3.0					
6110 Full-Time Salaries						175.0	146.5	161.1	161.1
6120 Overtime						.0	.0	.0	.0
6130 Part-Time						.0	.0	.0	.0
6210 Retirement Contribution						7.8	10.3	11.3	11.3
6240 FICA						12.9	11.2	12.3	12.3
6250 Worker's Compensation						5.6	7.4	6.3	6.3
6260 Health and Life Insurance						40.2	47.8	51.6	51.6
6270 Unemployment Insurance						.4	.4	.5	.5
Total Personal Services						\$242.0	\$223.6	\$243.1	\$243.1
CURRENT EXPENSES									
7144 Sales & Use Tax Refund						2.1		3.0	3.0
7145 Sales Tax TIF to DDA						86.4	67.9	88.2	88.2
7150 Audit Fees						4.9	3.0	5.0	5.0
7151 Credit Card/ACH Check Fees						.9	1.0	1.2	1.2
7160 Economic Incentive Rebate						6.0	20.0	20.0	20.0
7190 Other Professional Services						19.9	25.5	25.0	25.0
7220 Telephone						.3	1.5		.0
7320 Gas						7.8	12.1	10.0	10.0
7410 Travel and Subsistence						.4	1.0	1.5	1.5
7430 Training						1.1	3.0	3.0	3.0
7540 Maintenance and Repair - Vehicle						8.6	10.0	10.0	10.0
7740 Equipment Rental						.1	2.5	2.0	2.0
7550 Misc Maintenance						4.9	2.1	5.0	5.0
7610 Liability Insurance						2.6	3.1	3.1	3.1
8040 (Out) to General Fund for community events						1.3	1.1	1.3	1.3
8080 Gas, Oil, Lubricants						2.7	4.0	6.0	6.0
8090 Other Operating Expense						5.8	5.0	5.0	5.0
8120 Small Tools and Equipment						4.5	4.0	4.0	4.0
8130 Material to Maint. Bldg						.0	2.0	2.0	2.0
9310 Material Costs						14.8	49.0	49.0	49.0
Total Current Expenses						\$174.9	\$219.2	\$245.8	\$245.8
CAPITAL OUTLAY									
9530 Other Machinery/Equipment							10.0	10.0	10.0
Total Capital Outlay						\$0	\$10.0	\$10.0	\$10.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET									
Summary of Revenues, Expenditures and Equipment (000's)									
A&I FUND	2017 Actual	2018 Budget	Manager Recommend	Council Approved	5 Year Forecast				
			2019	2020	2021	2022	2023	2024	
				Estimate	Estimate	Estimate	Estimate	Estimate	
REVENUES									
Sales Tax	4,615.9	4,911.5	5,009.7	5,009.7	5,109.9	5,212.1	5,316.4	5,422.7	5,531.2
Use Tax	163.8	297.1	100.0	100.0	98.8	100.8	102.8	104.9	107.0
Audit Revenue	46.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Other Grants	636.0	800.0	.0	.0					
Interest Income	52.7	40.0	120.0	120.0	50.0	40.0	40.0	40.0	40.0
DOLA and FMLD (27th Street Bridge)			1,450.0	1,450.0					
CML (27th Street Bridge)			1,116.1	1,116.1					
DOLA, FMLD, CML (South Midland Reconstruction)			1,000.0	1,000.0					
South Bridge Reimbursement (80%)			320.0	320.0					
County Match - S Midland			.0	.0					
County Match - 27th Street Bridge			.0	.0					
FMLD for 2 Rivers Park			25.0	25.0					
River District Grant for 2 Rivers			9.2	9.2					
6th Street Art Grant			20.0	20.0					
Other Income - Sale of Library Bldg/9th & Cooper		1,000.0	.0	.0					
Bond proceeds from 2018 issue			22,180.0	22,180.0					
Total Revenues	\$5,515.7	\$7,053.6	\$31,355.1	\$31,355.1	\$5,263.8	\$5,358.0	\$5,464.2	\$5,572.6	\$5,683.1
CAPITAL EXPENDITURES									
Capital Expenditure:									
Debt Service from 2018 issue	.2		465.0	465.0	1,940.0	1,940.0	1,940.0	1,940.0	1,940.0
Bond closing costs and reimbursements			202.1	202.1					
Discretionary Grant Awards	153.0	167.0	173.7	173.7	177.2	180.8	184.4	188.1	191.8
Sales Tax TIF to DDA	172.9	(60.0)	180.0	180.0	183.6	187.3	191.0	194.8	198.7
Credit Card/ACH Check Fees	1.8	1.5	1.5	1.5	1.5	1.6	1.6	1.6	1.7
Economic Incentive Rebate	2.4	50.0	50.0	50.0	50.0	50.0	50.0	50.0	50.0
Arbitrage Compliance		1.0	1.0	1.0					
Grant Writer	15.2	22.5	22.5	22.5	22.5	23.0	23.4	23.9	24.4
Rental Property Expense	22.3	.5			.0	.0	.0	.0	.0
Interfund Cost of Service	283.4	299.4	305.4	305.4	311.5	317.7	324.1	330.6	337.2
WhiteWater Park RICD		300.0	300.0	300.0	300.0	300.0	300.0	300.0	300.0
Trail System	28.1	50.0	50.0	50.0	50.0	50.0	50.0	50.0	50.0
Tree Replacement Projects		10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Debris Flow Mitigation WRAP	20.1	15.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0
River Commission for cleanup		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Reudi Aquatics Nuisance Program		12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5
Historical Museum			50.0	60.0					
Downtown Business District Maintenance	120.7	200.0	450.0	450.0	450.0	495.0	544.5	599.0	658.8
Economic Development			50.0	50.0					
6th Street Artwork			45.0	45.0					
Raymond Property Clean-up			20.0	20.0					
River Trail Retaining Wall			45.0	45.0					
Chatfield Property / LoVA Trail			25.0	25.0		25.0	25.0	25.0	25.0
South Bridge Design/right of way			400.0	400.0	400.0	400.0	400.0	400.0	400.0
6th Street Roundabout Landscaping			600.0	600.0					
27th Street Bridge - from Project Fund			7,719.5	7,719.5					
27th Street Bridge - from Grants and Utilities			3,528.0	3,528.0					
South Midland Reconstruction - From Project Fund			4,000.0	4,000.0	4,000.0				
South Midland Reconstruction - From Grants			1,000.0	1,000.0					
Remaining Project Fund Balance					4,280.5				
7th Street Phases 3-6			4,064.0	4,064.0					
Infrastructure and Improvement Projects	1,503.3	4,610.0							
Total Expenditures	\$4,131.9	\$8,473.6	\$23,797.7	\$23,807.7	\$12,316.8	\$4,320.4	\$4,084.2	\$4,153.3	\$4,228.0
EXCESS REVENUES OVER (UNDER) EXPENDITURES									
Excess Revenues Over (Under) Expenditures	\$1,383.8	(\$1,420.0)	\$7,557.3	\$7,547.3	(\$7,053.1)	\$1,037.6	\$1,380.0	\$1,419.3	\$1,455.1
TRANSFERS									
Transfers In - (Out)									
To General Fund for EHOP funding	(80.0)	(100.0)	(110.0)	(110.0)	(110.0)	(110.0)	(110.0)	(110.0)	(110.0)
To General Fund for CC operations	(1,428.5)	(1,137.0)	(1,154.9)	(1,154.9)	(1,200.0)	(1,000.0)	(1,000.0)	(1,000.0)	(1,000.0)
From DDA Fund for Downtown Improvements		300.0							
From Cap Proj for Infrastructure/Improvements		500.0							
From Utilities for 27th Street Bridge			929.0	929.0					
Loan from Fleet Fund		500.0							
Transfer in from Tourism for Downtown Maint.				60.0					
Excess Revenues Over (Under) Expenditures & Transfers	(\$124.8)	(\$1,357.0)	\$7,221.4	\$7,271.4	(\$8,363.1)	(\$72.4)	\$270.0	\$309.3	\$345.1
FUND BALANCE									
Fund Balance - Beginning	\$5,422.8	\$5,079.3	\$3,722.3	\$3,722.3	\$10,943.8	\$2,580.7	\$2,508.3	\$2,778.3	\$3,087.6
Fund Balance - Ending	\$5,079.3	\$3,722.3	\$10,943.8	\$10,993.8	\$2,580.7	\$2,508.3	\$2,778.3	\$3,087.6	\$3,432.7
Reserves:									
Restricted - Tabor Reserve		(187.6)	(48.5)	(48.8)	(157.9)	(160.7)	(163.9)	(167.2)	(170.5)
Restricted - Bond Reserve			(1,978.0)	(1,978.0)					
Assigned - Theater		(721.7)	(704.1)	(704.1)	(704.1)	(704.1)	(704.1)	(704.1)	(704.1)
Contingency Reserve	(413.2)	(866.8)	(1,000.0)	(1,000.0)	(1,231.7)	(432.0)	(408.4)	(415.3)	(422.8)
Fund Balance - Unreserved	\$4,666.1	\$1,946.2	\$7,213.1	\$7,262.8	\$487.0	\$1,211.4	\$1,501.8	\$1,801.0	\$2,135.3
Reserves Available to Council=>	5,079.3	3,534.7	8,917.2	8,966.9	2,422.8	2,347.5	2,614.4	2,920.5	3,262.2

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
Summary of Expenditures and Rural Fire District's Share of Costs (000's)								
FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND	2018 Budget	Request	Approved	Five-Year Projection				
		2019	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	
REVENUES								
Revenue								
Capital Improvement Mill Levy Proceeds								
City of Glenwood Springs	184.4	184.4	184.4	184.4	184.4	184.4	184.4	184.4
Glenwood Springs Rural Fire District	65.5	65.2	65.2	65.2	65.2	65.2	65.2	65.2
Interest	4.5	4.5	4.5	2.5	2.5	2.5	2.5	2.5
1400 Impact Fees	249.8	10.0	10.0	3.0	3.0	3.0	3.0	3.0
Total Revenues	\$504.2	\$264.1	\$264.1	\$255.1	\$255.1	\$255.1	\$255.1	\$255.1
EXPENDITURES								
Expenditures								
Fire Engine Refurbishment				270.0		300.0		
Ambulance Re-chassis		130.0	130.0	125.0	125.0		135.0	135.0
Brush Engine	135.0							
ty events Aerial Truck	1,200.0							
Command Vehicle				(60.0)	50.0			
Utility/Staff Vehicle		47.3	47.3	47.3		50.0		
Lighting/misc upgrades		10.0	10.0		10.3		10.6	10.6
SCBA Equipment					150.0			
Power Load/power Cots								
Extrication Equipment replacement								
Radio Equipment Replacement								
Miscellaneous Hose and Equipment	30.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
Total Expenditures	\$1,410.0	\$212.3	\$212.3	\$407.3	\$360.3	\$375.0	\$170.6	\$170.6
EXCESS REVENUES OVER (UNDER) EXPENDITURES								
Excess Revenues Over (Under) Expenditures	(\$905.8)	\$51.9	\$51.9	(\$152.1)	(\$105.2)	(\$119.9)	\$84.5	\$84.5
FUND BALANCE								
Fund Balance - Beginning	\$1,248.2	\$342.5	\$342.5	\$342.5	\$190.3	\$85.1	(\$34.8)	\$49.7
Fund Balance - Ending	\$342.5	\$394.3	\$394.3	\$190.3	\$85.1	(\$34.8)	\$49.7	\$134.2
Less: Restricted - Tabor Reserve	(15.1)	(7.9)	(7.9)	(7.7)	(7.7)	(7.7)	(7.7)	(7.7)
Fund Balance - Unreserved	\$327.3	\$386.4	\$386.4	\$182.7	\$77.5	(\$42.4)	\$42.1	\$126.6

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Fund Balance (000's)				
FLEET SERVICE FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
SERVICE CHARGES				
General Government	1.8	4.2	4.2	4.2
Public Transportation	5.3	7.2	7.2	7.2
Public Safety	180.4	127.7	127.7	127.7
Community and Ecomonic Development	2.4	1.8	1.8	1.8
Public Works	144.7	184.9	184.9	184.9
Culture and Recreation	77.2	84.7	84.7	84.7
Water/Sewer Enterprise Fund	73.0	158.0	158.0	158.0
Electric Enterprise Fund	56.9	55.2	55.2	55.2
Airport Enterprise Fund	2.4	2.7	2.7	2.7
Landfill Enterprise Fund	17.7	14.5	14.5	14.5
EQUIPMENT REPLACEMENT CHARGES				
General Government	7.5	7.6	.0	.0
Public Transportation				
Public Safety	143.1	146.0	258.0	258.0
Community and Economic Development				
Public Works	225.6	230.1	189.0	189.0
Culture and Recreation	97.3	99.2	.0	.0
Water/Sewer Enterprise Fund	131.3	133.9	238.0	238.0
Electric Enterprise Fund	116.5	118.9	133.0	133.0
Airport Enterprise Fund				
Landfill Enterprise Fund	5.9	6.1	.0	.0
OTHER REVENUES				
Grants				
Insurance Reimbursement	1.5			
Interest	22.1	47.0	45.0	45.0
Sale of Assets	54.6	30.0	30.0	30.0
Miscellaneous Income	.0	.1	.1	.1
Total Revenues	\$1,367.2	\$1,459.9	\$1,534.1	\$1,534.1
EXPENDITURES				
Fleet Maintenance Operations	1,324.3	1,445.6	1,423.2	1,423.2
Equipment Needs	.0	967.3	846.0	846.0
Total Expenditures	\$1,324.3	\$2,412.9	\$2,269.2	\$2,269.2
EXCESS REVENUES OVER (UNDER) EXPENDITURES				
Excess Revenues Over (Under) Expenditures	\$43.0	(\$953.0)	(\$735.1)	(\$735.1)
TRANSFERS				
(Out) to General Fund for community events				
From Capital Projects Fund			447.0	447.0
From Electric			133.0	133.0
From W/WW			238.0	238.0
Transfer to Other funds - A&I (MOC)				
Loan to A&I for Infrastructure and Improvements		(500.0)		
From Other Funds				
Excess Revenues Over (Under) Expenditures & Transfers	\$43.0	(\$1,453.0)	\$82.9	\$82.9
Fund Balance - Beginning	\$5,523.9	\$5,566.8	\$4,113.9	\$4,113.9
Fund Balance - Ending	\$5,566.8	\$4,113.9	\$4,196.8	\$4,196.8

CITY OF GLENWOOD SPRINGS - 2019 BUDGET												
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND			
INTERNAL SERVICE			FLEET MAINTENANCE				ROBIN MILLIYARD		GENERAL			
SUMMARY							2017 Actual	2018 Budget	2019 Budget			
									Manager Recommend	Council Approved		
Personal Services							322.1	345.7	401.3	401.3		
Current Expenses							961.5	1,070.0	1,010.6	1,010.6		
Capital Outlay							40.7	29.8	11.3	11.3		
Total							\$1,324.3	\$1,445.6	\$1,423.2	\$1,423.2		
PERSONAL SERVICES												
Personnel Schedule												
Position Title	Employees											
	2018	19-D	19-M	19-C	Position	Grade						
Fleet Maint. Superintendent	1	1	1	1	3501	96						
Tech/Welder IV	0	0	0	0	3505	89						
Tech/Welder III	1	1	1	1	3506	81						
Tech/Welder II	2	2	2	2	3506	80						
Asst. Dir. PW	0	0.5	0.5	0.5	3104	108						
Total Personnel	4.00	4.50	4.50	4.50								
6110 Full-Time Salaries							212.2	219.3	264.8	264.8		
6120 Overtime							.4		.0	.0		
6130 Part-Time							.0		.0	.0		
6210 Retirement Contribution							13.2	15.3	18.6	18.6		
6240 FICA							15.4	16.8	20.3	20.3		
6250 Worker's Compensation							4.2	5.6	5.3	5.3		
6260 Health and Life Insurance							76.0	88.1	91.5	91.5		
6270 Unemployment Insurance							.7	.7	.8	.8		
Total Personal Services							\$322.1	\$345.7	\$401.3	\$401.3		
CURRENT EXPENSES												
7190 Other Professional Services							9.6	11.0	10.0	10.0		
7220 Telephone							.2	1.5	1.0	1.0		
7310 Electricity							5.2	11.0	6.0	6.0		
7320 Gas							2.6	6.6	6.0	6.0		
7330 Water							.2	.7	.6	.6		
7350 Disposal Costs							2.1	2.5	2.5	2.5		
7410 Travel and Subsistence							2.7	5.5	6.0	6.0		
7430 Training							1.8	5.0	7.0	7.0		
7520 Maintenance & Repair - Building							6.5	10.0	15.0	15.0		
7540 Maintenance and Repair - Machinery and Equipment							3.9	5.0	5.0	5.0		
7570 Depreciation							517.9	517.0	520.0	520.0		
7572 Loss on Asset Disposal							18.1	.0	.0	.0		
7610 Liability Insurance							2.6	3.1	3.4	3.4		
7620 Property Insurance							4.6	5.3	5.8	5.8		
7650 Deductibles Paid							3.0	.0	.0	.0		
7810 (Out) to General Fund for community events							2.0	1.5	1.5	1.5		
7900 Interfund Cost of Service							45.9	45.9	46.8	46.8		
8040 Uniforms							5.7	7.5	7.5	7.5		
8060 Office Supplies							.2	1.2	1.2	1.2		
8080 Gas, Oil, Lubricants Supplies							2.1	2.8	2.5	2.5		
8090 Other Operating Supplies							3.5	3.5	3.8	3.8		
8120 Small Tools and Equipment							1.0	2.0	2.5	2.5		
8140 Material - Vehicle Maintenance							.0	.5	.5	.5		
8160 Other Materials and Supplies							150.2	150.0	155.0	155.0		
8170 Gas, Oil, Lubricants Parts							169.6	270.0	200.0	200.0		
9400 Shop Tools									.0	.0		
Total Current Expenses							\$961.5	\$1,070.0	\$1,010.6	\$1,010.6		
CAPITAL OUTLAY												
9400 Equipment												
Shop Tools							1.4	8.8	8.8	8.8		
Non-capitalizable items							39.2	9.0	.0	.0		
Truck diagnostic equipment								9.5	.0	.0		
Transmission flush/refill equipment								2.5	2.5	2.5		
9400 Total Capital Outlay							\$40.7	\$29.8	\$11.3	\$11.3		

FLEET SERVICE EQUIPMENT ACQUISITION NEEDS								
FLEET SERVICE EQUIPMENT ACQUISITION NEEDS	2018 Budget	Request	Approved	Five-Year Projection				
		2019		2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate
Total Equipment	\$967.3	\$846.0	\$782.0	\$1,411.0	\$1,184.0	\$749.0	\$63.0	\$0
EQUIPMENT NEEDS								
2002 Dodge Dakota 4x4						35.0		
2009 Dodge 2500 (welding Truck)						75.0		
Water Admin. 3/4 T 4x4 X-cab w/plow	59.0							
2015 Chevrolet Tahoe				77.0				
2015 Chevrolet Tahoe				77.0				
2014 Ford Interceptor (SUV)		77.0	77.0					
2008 Ford F550 Bucket Truck						180.0		
2015 Chevrolet Tahoe				77.0				
2012 Ford Taurus SEL		52.0	52.0					
2013 Ford Taurus interceptor	75.0							
2008 Ford F-250 w/util body & plow					49.0			
2008 Ford F-250 w/util body & plow					49.0			
2007 Ford Econoline Van E-350					40.0			
(Out) to General Fund for community events		52.0	52.0					
1991 Grimmer Schmidt 125Q Air Comp.		22.0	22.0		(60.0)			
2007 JD 35D Mini-Excavator								
2012 Ford Taurus SEL		52.0	52.0					
2014 Ford Explorer	75.0							
2014 Ford Explorer	75.0							
2002 Chevrolet 3500 w/plow		49.0	49.0					
2015 Chevrolet Tahoe				77.0				
2014 Ford Interceptor		77.0	77.0					
2006 Chevy 1ton Dually 4x4 utility PU		75.0	75.0					
2008 JD Loader 544J	208.0							
2008 Ford F-250 4X4					49.0			
2009 Chevy Colorado					40.0			
2008 Ford F-250 4X4				49.0				
2008 Ford F-250 4X4					49.0			
2006 John Deere 777 Z-Trak Mower	15.0							
1600 Turbo mower	60.0							
2005 Dodge ¾ ton 4x4 Quad Cab Pickup				57.0				
2008 Ford F-250 4X4	59.0							
2003 Case 590SM Backhoe						135.0		
2002 Chev. ¾ ton 4x4 Utility w/Plow	59.0							
2009 Ford Escape Hybrid					39.0			
2009 Dodge Ram 2500 PU w/plow (Streets)					62.0			
2009 Bobcat S160 Skidsteer (Streets)		65.0	65.0					

Continued on next page:

FLEET SERVICE EQUIPMENT ACQUISITION NEEDS	2018 Budget	Request	Approved	Five-Year Projection				
		2019		2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate
2009 Dodge Dakota (Parks)					29.0			
2009 Dodge Dakota					29.0			
2009 Dodge 2500 w/util&plow					52.0			
2009 Chevy Colorado 4x4 PU					29.0			
2009 Dodge 2500 quad cab/plow						49.0		
2009 Chevy Express Cargo Van	40.0							
2009 Bobcat Skidsteer						35.0		
2005 International 7500 Manure Spreader (W/W)				158.0				
2009 Chevy Colorado (Electric)					30.0			
2004 Ford F-250SD 4x4 Utility (Electric)								
2009 Bobcat Skidsteer						35.0		
1999 Chev. C-7500 Dump Truck						95.0		
2004 Chev. ½ ton 4x4 Ext. Cab Pickup		47.0	47.0					
1995 Chev. Kodiak Dump Truck		155.0	155.0					
2012 Ford Expedition					59.0			
2009 IH Flatbed 4x4				210.0				
2004 John Deere 717A Mower with 48" deck				15.0				
2010 Bobcat Mini Excavator E35-M							63.0	
2011 Ford F250 4x4 supercab PU				48.0				
2005 Chev. Colorado 4x4 Ext. Cab Pickup				42.0				
2001 Freightliner FLD112SD Dump Truck				155.0				
2001 Freightliner FLD112SD Dump Truck				155.0				
2000 Case 621C Loader				139.0				
2000 Chev 1T 4X4 utility				75.0				
2000 Case 580SL Backhoe Series 2	112.0							
2011 JD 544K Wheel Loader					240.0			
2012 Ford F250 w/plow						65.0		
2012 Ford F250 w/plow						65.0		
2001 John Deere 310 SG Backhoe					140.0			
2010 Ford Escape Hybrid 4x4 SUV					49.0			
2010 Ford E350 XLT Econoline 15 psg Van						44.0		
1996 Cat CB-214-C Asphalt Roller					75.0			
2001 Freightliner FLD112SD Dump Truck						181.0		
Mower Trailer - Parks and Rec (BIW38)	7.0							
Service truck w/ plow Parks and Rec (BIW40)	52.0							
Utility vehicle - Parks and Rec (BIW42)	12.3							
Forklift		28.0	28.0					
Mid-size Pickup		.0	.0					
Flat Deck Trailer for W/WW		36.0	36.0					
Total	\$967.3	\$846.0	\$846.0	\$1,411.0	\$1,184.0	\$859.0	\$63.0	\$0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Retained Earnings Balance - Utility Enterprise Fund (000's)				
WATER AND SEWER SYSTEM	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
OPERATING REVENUE				
Grants				
Water User Fees	2,830.0	2,794.6	2,850.5	2,850.5
Sewer User Fees	3,330.1	3,382.5	3,450.1	3,450.1
Water Tap Fees	3.5	.5	.5	.5
Sewer Tap Fees		.5	.5	.5
Meter Sales	15.8	10.0	10.2	10.2
Insurance Reimbursement	4.0	.0	.0	.0
Interest Income	49.6	40.0	40.8	40.8
Other Income	.3	5.0	5.1	5.1
Service Connect Fees	3.5	3.4	3.5	3.5
4758 Water System Improvement Fees	208.6	458.7	120.0	120.0
4759 Sewer System Improvement Fees	231.1	498.6	200.0	200.0
Total Operating Revenues	\$6,676.4	\$7,193.8	\$6,681.2	\$6,681.2
EXPENSES				
OPERATING EXPENSES				
Administration	760.4	813.1	974.5	974.5
Water Treatment - Operation	615.4	736.1	749.6	749.6
Water Transmission and Distribution	430.0	573.5	747.6	747.6
Wastewater Treatment - Operation	903.6	853.1	823.1	823.1
Wastewater Collection and Transmission	249.6	454.0	439.3	439.3
Customer Accounts	177.7	181.9	183.8	183.8
Depreciation	1,754.9	1,755.2	1,790.3	1,790.3
Interfund Franchise Fees	180.8	185.3	189.0	189.0
Nonreciprocal Interfund Activity	180.8	185.3	189.0	189.0
Bond Interest	521.9	714.3	714.3	714.3
Total Operating Expenses	\$5,775.1	\$6,451.8	\$6,800.4	\$6,800.4
OPERATING INCOME (LOSS)				
Operating Income (Loss)	\$901.3	\$742.0	(\$119.1)	(\$119.1)
OTHER ADDITIONS (DEDUCTIONS)				
Other Additions (Deductions)				
5160 Transfer In - From Capital Projects Fund	480.0			
7020 Transfer Out - to Fleet Service Fund	(131.3)		(238.0)	(238.0)
7071 Transfer Out - to Capital Projects Fund ERP			(50.0)	(50.0)
Increase (Decrease) in Retained Earnings	\$1,250.0	\$742.0	(\$407.1)	(\$407.1)
RETAINED EARNINGS				
Retained Earnings (Deficit) - Beginning	\$35,982.6	\$37,232.6	\$37,974.7	\$37,974.7
Retained Earnings (Deficit) - Ending	\$37,232.6	\$37,974.7	\$37,567.5	\$37,567.5
(Out) to General Fund for community events	(1,443.8)	(1,612.9)	(1,700.1)	(1,700.1)
Retained Earnings (Deficit) - Ending Unreserved	\$35,788.9	\$36,361.7	\$35,867.5	\$35,867.5

CITY OF GLENWOOD SPRINGS - 2019 BUDGET											
FUNCTION				ACTIVITY				DEPARTMENT HEAD		FUND	
WATER AND SEWER SYSTEM				ADMINISTRATION				ROBIN MILLYARD		UTILITY ENTERPRISE FUND	
SUMMARY								2017 Actual	2018 Budget	2019 Budget	
										Manager Recommend	Council Approved
FUNCTION								232.4	250.5	399.1	399.1
Current Expenses								528.0	562.6	575.4	575.4
								.0	.0	.0	.0
Total								\$760.4	\$813.1	\$974.5	\$974.5
PERSONAL SERVICES											
Personnel Schedule											
Position Title	Employees										
	2018	19-D	19-M	19-C							
Public Works Director	0.50	0.50	0.50	0.50							
Utilities Director	0.00	0.67	0.67	0.67							
Water/Wastewater Super.	1.00	1.00	1.00	1.00							
GIS Administrator	0.25	0.25	0.25	0.25							
Admin Assist I	0.00	0.00	0.00	0.00							
Special Projects Operator	1.00	1.00	1.00	1.00							
Total Personnel	2.75	3.42	3.42	3.42							
6110	Full-Time Salaries							175.7	168.3	284.2	284.2
6120	Overtime							.1	.0	.0	.0
6130	Part-Time							.0	.0	.0	.0
6210	Retirement Contribution							10.9	16.6	19.9	19.9
6240	FICA							11.3	18.2	21.7	21.7
6250	Worker's Compensation							2.4	3.2	7.0	7.0
6260	Health and Life Insurance							31.6	43.5	65.5	65.5
6270	Unemployment Insurance							.5	.7	.9	.9
Total Personal Services								\$232.4	\$250.5	\$399.1	\$399.1
CURRENT EXPENSES											
7150	Credit Card Fees							17.2	14.0	14.0	14.0
7190	Other Professional Services							31.5	31.2	36.2	36.2
7220	Telephone							.6	.7	.7	.7
7230	Printing and Binding							.1	.1	.1	.1
7280	Advertising and Publications							1.3	1.2	1.2	1.2
7410	Travel and Subsistence							.1	.5	.6	.6
7430	Training							.7	5.0	2.5	2.5
7540	Maintenance and Repair - vehicles							5.8	15.0	12.0	12.0
7610	Liability Insurance							13.4	16.0	16.3	16.3
7620	(Out) to General Fund for community events							47.0	53.6	54.7	54.7
7810	Subscriptions and Memberships							.2	2.9	1.4	1.4
7820	Water Assessments							28.0	31.5	32.1	32.1
7900	Interfund Cost of Service							371.3	378.7	386.3	386.3
8020	Educational Supplies								.1	.1	.1
8040	Uniforms							.4	.4	.4	.4
8060	Office Supplies							.7	.5	.5	.5
8080	Gas, Oil, Lubricants							2.0	3.2	3.2	3.2
8090	Other Operating Expense							7.9	8.0	13.0	13.0
8572	Loss on Investment										.0
Total Current Expenses								\$528.0	\$562.6	\$575.4	\$575.4
CAPITAL OUTLAY											
XXXX Capital Outlay								.0	.0	.0	.0
Total Capital Outlay								\$0	\$0	\$0	\$0

CITY OF GLENWOOD SPRINGS - BUDGET 2018										
FUNCTION			ACTIVITY			DEPARTMENT HEAD		FUND		
WATER AND SEWER SYSTEM			WATER TREATMENT			ROBIN MILLYARD		UTILITY ENTERPRISE FUND		
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						342.7	382.9	373.0	373.0	
Current Expenses						272.7	336.2	363.6	363.6	
Capital Outlay						.0	17.0	12.9	12.9	
Total						\$615.4	\$736.1	\$749.6	\$749.6	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C						
W/WW Asst. Superint.	0.0	0.0	0.0	0.0						
W/WW Treatment Op. II (A)	2.0	2.0	2.0	2.0						
W/WW Treatment Op. II (C)	0.0	0.0	0.0	0.0						
W/WW Treatment Op. (D)	0.0	0.0	0.0	0.0						
W/WW Treatment Op. (B)	0.0	0.0	0.0	0.0						
W/WW Treatment Op. (I-IV)	1.0	1.0	1.0	1.0						
Chief Operater - Water Treatment	1.0	1.0	1.0	1.0						
Total Personnel		4.0	4.0	4.0	4.0					
6110 Full-Time Salaries						254.9	246.5	245.6	245.6	
6120 Overtime						4.5	5.0	6.5	6.5	
XXXX Standby Time						.0	19.4	22.0	22.0	
6130 Part-Time						17.8	.0	.0	.0	
6210 Retirement Contribution						19.0	18.2	19.2	19.2	
6240 FICA						7.0	19.9	21.0	21.0	
6250 Worker's Compensation						38.6	9.2	8.5	8.5	
6260 Health and Life Insurance						.8	64.0	49.5	49.5	
6270 Unemployment Insurance							.8	.8	.8	
Total Personal Services						\$342.7	\$382.9	\$373.0	\$373.0	
CURRENT EXPENSES										
7190 Other Professional Services						12.5	20.8	30.4	30.4	
7210 Postage						.2	1.0	.5	.5	
7220 Telephone						8.2	8.2	8.2	8.2	
7310 Electricity						67.9	71.0	71.0	71.0	
7320 Gas, Oil, Lubricants						23.0	25.0	25.0	25.0	
7330 Water/Sewer						16.7	21.0	21.0	21.0	
7350 Trash						.6	.6	.6	.6	
7410 Travel and Subsistence						.0	.9	1.9	1.9	
7430 Training						.8	2.7	4.6	4.6	
7520 Maintenance and Repair - Building and Tanks						12.8	18.0	20.0	20.0	
7540 Maintenance and Repair - Machinery and Equipment						32.6	33.5	38.5	38.5	
7660 (Out) to General Fund for community events						2.3	2.6	1.7	1.7	
7840 Equipment Rental						.0	1.0	1.0	1.0	
8030 Chemicals						78.6	106.3	112.4	112.4	
8031 Lab Supplies						3.6	5.0	7.0	7.0	
8040 Uniforms						1.4	1.4	1.4	1.4	
8060 Office Supplies						1.9	2.7	2.7	2.7	
8080 Gas, Oil, Lubricants						3.7	6.5	6.0	6.0	
8090 Other Operating Expense						5.4	6.1	7.9	7.9	
8120 Small Tools and Equipment						.4	2.0	2.0	2.0	
Total Current Expenses						\$272.7	\$336.2	\$363.6	\$363.6	
CAPITAL OUTLAY										
XXXX Capital Outlay						.0	17.0	12.9	12.9	
Total Capital Outlay						\$0	\$17.0	\$12.9	\$12.9	

CITY OF GLENWOOD SPRINGS - BUDGET 2018										
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND	
WATER AND SEWER SYSTEM			WATER TRANSMISSION AND DISTRIBUTION				ROBIN MILLYARD		UTILITY ENTERPRISE FUND	
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						290.1	300.1	467.7	467.7	
Current Expenses						139.9	259.2	265.5	265.5	
Capital Outlay						.0	14.2	14.4	14.4	
Total						\$430.0	\$573.5	\$747.6	\$747.6	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position	Grade				
W/WW Utility Maint Coor II	1.0	1.0	1.0	1.0	3310					
W/WW Utility Maint Coor I	0.0	0.0	0.0	0.0	3313					
W/WW Utility Worker	1.0	2.0	2.0	2.0	3331					
W/WW Utility Worker I	0.0	0.0	0.0	0.0	3332					
W/WW Utility Worker II	1.0	1.0	1.0	1.0	3324					
W/WW Utility Worker III (IW77)	1.0	1.0	1.0	1.0	3320					
W/WW Utility Maint Coor III										
Total Personnel		4.0	5.0	5.0	5.0					
6110	Full-Time Salaries					201.6	200.1	297.3	297.3	
6120	Overtime					10.1	4.0	9.0	9.0	
XXXX	Standby					.0	9.7	13.0	13.0	
6130	Part-Time					10.8		.0	.0	
6210	Retirement Contribution					15.4	15.0	22.4	22.4	
6240	FICA					5.1	16.4	24.4	24.4	
6250	Worker's Compensation					46.5	6.8	9.7	9.7	
6260	Health and Life Insurance					.7	47.6	91.0	91.0	
6270	Unemployment Insurance						.6	1.0	1.0	
Total Personal Services						\$290.1	\$300.1	\$467.7	\$467.7	
CURRENT EXPENSES										
7190	Other Professional Services					6.5	9.5	20.3	20.3	
7220	Telephone					3.6	7.4	4.5	4.5	
7350	Trash					.0	1.0	1.0	1.0	
7410	Travel and Subsistence					.2	1.2	1.2	1.2	
7430	Training					2.4	5.3	5.5	5.5	
7540	Maintenance and Repair - Machinery and Equipment					22.9	32.5	32.5	32.5	
7550	Maintenance and Repair - Fire Hydrants					3.6	8.0	8.0	8.0	
7651	Damage Claims					.0	3.0	3.0	3.0	
7660	Safety Program					1.7	7.4	4.2	4.2	
7740	Equipment Rental					4.5	4.0	4.0	4.0	
7903	Interfund - Force Construction					11.4	23.3	23.3	23.3	
8040	Uniforms					1.6	1.4	1.4	1.4	
8060	(Out) to General Fund for community events					.9	1.8	1.5	1.5	
8080	Gas, Oil, Lubricants					9.1	12.0	12.0	12.0	
8120	Small Tools and Equipment					3.0	4.5	4.5	4.5	
8130	Material - System Maintenance					20.5	54.0	54.0	54.0	
9120	Fire Hydrant Replacement					.0	20.0	20.0	20.0	
9130	Leak Detection					5.3	8.5	8.5	8.5	
9140	System Water Modeling					.0	.0	.0	.0	
9620	Water Meters					39.5	50.0	50.0	50.0	
Total Current Expenses						\$139.9	\$259.2	\$265.5	\$265.5	
CAPITAL OUTLAY										
XXXX Capital Outlay						.0	14.2	14.4		
Total Capital Outlay						\$0	\$14.2	\$14.4	\$0	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET													
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND				
WATER AND SEWER SYSTEM			WASTEWATER TREATMENT				ROBIN MILLYARD		UTILITY ENTERPRISE FUND				
SUMMARY							2017 Actual	2018 Budget	2019 Budget				
									Manager Recommend	Council Approved			
Personal Services							314.1	376.2	323.5	323.5			
Current Expenses							409.6	464.3	484.3	484.3			
Capital Outlay							.0	12.7	15.3	15.3			
Total							\$723.6	\$853.1	\$823.1	\$823.1			
PERSONAL SERVICES													
Personnel Schedule													
Position Title	Employees												
	2018	19-D	19-M	19-C	Position	Grade							
W/WW Treat Op II (A)/Chief	1.0	1.0	1.0	1.0	3308								
W/WW Treatment Op I (C)	1.0	1.0	1.0	1.0	3322								
W/WW Treatment Op I (D)	0.0	1.0	1.0	1.0	3326								
W/WW Treatment Op II (B)	1.0	1.0	1.0	1.0	3316								
W/WW Lab Tech	1.0	0.0	0.0	0.0	3323								
Total Personnel										4.0	4.0	4.0	4.0
6110 Full-Time Salaries										223.1	224.8	204.8	204.8
6120 Overtime							8.7	9.0	10.0	10.0			
6110 Standby							.0	19.4	19.4	19.4			
6130 Part-Time							.0		.0	.0			
6210 Retirement Contribution							13.4	17.7	16.1	16.1			
6240 FICA							17.4	19.4	17.6	17.6			
6250 Worker's Compensation							4.9	6.5	6.2	6.2			
6260 Health and Life Insurance							45.8	78.6	48.7	48.7			
6270 Unemployment Insurance							.8	.8	.7	.7			
Total Personal Services							\$314.1	\$376.2	\$323.5	\$323.5			
CURRENT EXPENSES													
7190 Other Professional Services							13.7	16.3	37.7	37.7			
7220 Telephone							4.6	5.8	5.8	5.8			
7310 Electricity							163.9	156.0	160.0	160.0			
7320 Gas							26.8	43.0	39.0	39.0			
7340 Water							17.8	17.0	17.0	17.0			
7350 Trash							2.6	3.0	3.0	3.0			
7410 Travel and Subsistence								.6	1.5	1.5			
7430 Training							1.5	4.6	5.6	5.6			
7520 Maintenance and Repair - Buildings							10.6	36.7	32.7	32.7			
7540 Maintenance and Repair - Machinery and Equipment							53.9	84.1	82.1	82.1			
7740 (Out) to General Fund for community events							3.2	2.0	2.0	2.0			
7660 Safety Program							.1	4.6	3.6	3.6			
8030 Chemicals							32.8	36.0	36.0	36.0			
8031 Lab Supplies							26.5	28.9	28.6	28.6			
8040 Uniforms							1.6	1.4	1.4	1.4			
8060 Office Supplies							3.6	4.6	4.6	4.6			
8080 Gas, Oil, Lubricants							9.2	15.0	9.0	9.0			
8090 Other Operating Expense							35.2	1.7	11.8	11.8			
8120 Small Tools and Equipment							2.0	3.0	3.0	3.0			
Total Current Expenses							\$409.6	\$464.3	\$484.3	\$484.3			
XXXX Capital Outlay							.0	12.7					
Total Capital Outlay							\$0	\$12.7	\$0	\$0			

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND	
WATER AND SEWER SYSTEM			WASTEWATER COLLECTION AND TRANSMISSION				ROBIN MILLYARD		UTILITY ENTERPRISE FUND	
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						185.7	328.9	298.8	298.8	
Current Expenses						63.9	117.6	127.9	127.9	
Capital Outlay						.0	7.5	12.5	12.5	
Total						\$249.6	\$454.0	\$439.3	\$439.3	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position					Grade
W/WW Util. Maint. Coor III	0	0	0	0	3306					88
W/WW Utility Worker IV	1	1	1	1	3311					82
W/WW Utility Worker II	0	0	0	0	3324					80
W/WW Equip Op II	1	1	1	1	3318					30
W/WW Ut Maint Cord I	1	1	1	1	3313					
New Position Request	1	1	1	1						
Total Personnel	4	4	4	4						
6110 Full-Time Salaries						124.9	192.8	197.2	197.2	
6120 Overtime						3.7	8.5	2.5	2.5	
XXXX Standby						12.2	.0	3.0	3.0	
6130 Part-Time						15.3	.0	.0	.0	
6210 Retirement Contribution						4.1	14.1	14.2	14.2	
6240 FICA						24.9	15.4	15.5	15.5	
6250 Worker's Compensation						.6	5.4	6.0	6.0	
6260 Health and Life Insurance							92.1	59.8	59.8	
6270 Unemployment Insurance							.6	.6	.6	
Total Personal Services						\$185.7	\$328.9	\$298.8	\$298.8	
CURRENT EXPENSES										
7190 Other Professional Services						5.0	6.9	13.5	13.5	
7220 Telephone						1.3	5.7	3.7	3.7	
7340 Water - Jetting						6.7	9.5	9.5	9.5	
7350 Trash							.2	.2	.2	
7410 Travel and Subsistence							1.2	1.2	1.2	
7430 Training						.6	1.9	1.9	1.9	
7540 Maintenance and Repair - Machinery and Equipment						16.6	36.0	31.0	31.0	
7572 Loss on Asset Disposal							2.0	2.0	2.0	
7651 Sewer Drainage Claims							1.0	1.0	1.0	
7660 Safety Program						.6	7.1	3.4	3.4	
7740 (Out) to General Fund for community events							1.5	1.5	1.5	
8040 Uniforms						1.1	1.4	1.4	1.4	
8060 Office Supplies						.4	1.6	1.3	1.3	
8080 Gas, Oil, Lubricants						8.1	13.0	9.0	9.0	
8090 Other Operating Expense						1.4	4.4	6.1	6.1	
8120 Small Tools and Equipment						1.3	2.0	2.0	2.0	
8130 Materials - System and Maintenance						2.1	11.0	28.0	28.0	
8460 Backflow Grant Program							5.0	5.0	5.0	
9110 Root Control						7.6	6.0	6.0	6.0	
Total Current Expenses						\$63.9	\$117.6	\$127.9	\$127.9	
CAPITAL OUTLAY										
XXXX Capital Outlay						.0	7.5	12.5	12.5	
Total Capital Outlay						\$0	\$7.5	\$12.5	\$12.5	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
Summary of Revenues, Expenditures and Improvement Fee Balances (000's)								
WATER AND SEWER EQUIPMENT ACQUISITION NEEDS	2018 Budget	Request	Approved	5 Year Projection				
		2019	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate	
EXPENDITURES SUMMARY								
Operating Cash								
EXPENDITURES SUMMARY								
Equipment	12.0	79.0		192.0	88.0	36.5	.0	.0
Water Improvement Projects	426.5	2,940.0		1,975.0	2,800.0	1,940.0	1,785.0	4,140.0
Sewer Improvement Projects	545.0	2,778.0		310.0	1,250.0	109.0	1,200.0	6,110.0
TOTAL EXPENDITURES	\$983.5	\$5,797.0	\$0	\$2,477.0	\$4,138.0	\$2,085.5	\$2,985.0	\$10,250.0
EQUIPMENT NEEDS								
EQUIPMENT NEEDS								
Turbidimeter Replacement (410)	12.0	15.0	15.0					
Clarifier Launder Covers (430)		50.0	50.0					
Hot Water Pressure Washer (430)		14.0	14.0					
Garage Door Openers (Biosolids Bldg) (430)				7.0				
Rebuild Drum Mixer Gearboxes (430)				25.0				
Blower Rebuild (430)				25.0				
Spare Pump for Lift Station 14,000 (430)				10.0				
Sodium Hydroxide Feed Pumps (410)				30.0				
Pump Station VFD Upgrade (410)				70.0				
Pump Station #1 - Replace Pumps (410)				25.0				
Vactor Truck Video Display (440)					8.0			
Pump Station #2 - Replace Pumps (410)					25.0			
Replace Control Valves (Red Mtn & West Glenwood Tanks) (420)					55.0			
Replace Line Locator (410)						9.0		
GPS unit (420 & 440)						20.0		
Sewer Camera Truck Computer Upgrade (440)						7.5		
TOTAL EQUIPMENT NEEDS	\$12.0	\$79.0	\$79.0	\$192.0	\$88.0	\$36.5	\$0	\$0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
WATER AND SEWER EQUIPMENT ACQUISITION NEEDS (CONTINUED)	2018 Budget	Request	Approved	5 Year Projection				
		2019		2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate
WATER IMPROVEMENT PROJECTS								
Water Improvement Projects								
Admin								
Subsequent Year Project Designs	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0
Water System Modeling	20.0	25.0	25.0	20.0	20.0	20.0	20.0	20.0
SCADA Master Plan (split w/ Sewer)	15.0	10.0	10.0					
Water/Wastewater System Master Plan (split w/ Sewer)					75.0			
Permanent W/WW Maint. Bldg. (split with Sewer)								3,000.0
Pump Stations								
Install/Rebuild pumps - Roaring Fork Pump Station		65.0	65.0					
Raw Water System								
Install Redundant Colorado River Crossing					100.0	1,500.0	750.0	
Raw Water Pipe Rehabilitation							70.0	1,000.0
Water Treatment Facility								
WTP/Distribution SCADA System Upgrades		40.0	40.0					
Disinfection System Improvements		350.0	350.0					
Red Mountain Service Road Repairs/Resurfacing		35.0	35.0			10.0		
Water Tanks								
Highlands Tank Rockfall Mitigation		250.0	250.0					
Telemetry Upgrades at Tank Sites		10.0	10.0	10.0				
Cardiff Glen Tank				35.0	500.0			
Oasis Tank - Re-coat Interior				175.0				
Glenwood Highlands Tank					30.0	300.0		
Install Control Valves at Tank Sites					55.0			
Water Tank Inspection and Cleaning						30.0		
Glenwood Highlands Tank - Re-coat Interior							175.0	
Water Main Repair/Replacement								
River Crossing Insulation Improvements		200.0	200.0					
Cedar Crest/Ptarmigan Area	90.0	75.0	75.0	50.0	1,300.0			
22nd Street	250.0	250.0	250.0					
Red Mtn./Riverview Area (Phases 1 through 3)	31.5	60.0	60.0	1,300.0	450.0			
27th Street Bridge		250.0	250.0					
Midland Ave Water Main replacement		1,300.0	1,300.0					
21st Street				150.0				
8th Street Waterline Relocation Loop				125.0				
9th St (Loop main b/w Pitkin to Colorado)				70.0				
S. Highland Park Dr. (Grand Ave. to Blake)				20.0	250.0			
12" Transmission Line (Ramada to Devereux)						60.0	750.0	
Bennett Ave (23rd to 24th)								100.0
Total Water Improvements	\$426.5	\$2,940.0	\$2,940.0	\$1,975.0	\$2,800.0	\$1,940.0	\$1,785.0	\$4,140.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
WATER AND SEWER EQUIPMENT ACQUISITION NEEDS	2018 Budget	Request	Approved	5 Year Projection				
		2019		2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate
SEWER IMPROVEMENT PROJECTS								
Sewer Improvement Projects								
Admin								
Subsequent Year Project Designs	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0
SCADA Master Plan (split w/ Water)	15.0	10.0	10.0					
Water/Wastewater System Master Plan (split w/ Sewer)					75.0			
Permanent W/WW Maint. Bldg. (split with Sewer)								3,000.0
Demolition of Old Wastewater Treatment Facility (ROLL OVER FROM 2018)		800.0	800.0					
Wastewater Treatment Facility								
WWTF Access Road Repairs/Resurfacing				10.0				10.0
Clarifier Weir Overflow Recoating Project				40.0				
Transient Voltage Surge Supression for Generator (430)								
Hydrogen Sulfide Mitigation				30.0	300.0			
Gravity Collection Main Repair/Replacement								
22nd St Sewer Replacement Project	250.0	250.0	250.0					
27th Street Bridge		475.0	475.0					
7th Street (Grand to Colorado)		475.0	475.0					
Safeway Line		80.0	80.0					
Red Mtn./Riverview Area (Phases 1 through 3)	260.0	50.0	50.0	100.0	260.0			
Glenwood High School Line				50.0				
Lincoln Ave				20.0	200.0			
Interceptor (near Mountain Market) (I-26-E to I-26)					30.0			
23rd St.					15.0			
S. Grand Ave					120.0			
Davis/Overlin Area					80.0			
19th St (Grand to Blake)						13.0	180.0	60.0
Hyland park						65.0		
Williams St						11.0		
Glenwood Park Interceptor								270.0
Lift Stations and Force Mains								
Lift Station 14,000 - Install Access Drive & Security Fencing		100.0	100.0					
Lift Station 16,000 Relocation		500.0	500.0					
Lift Station Control Upgrades		18.0	18.0					
14,000 Redundant Force Main at Colorado River Crossing							1,000.0	700.0
Lift Station 11,000 - Wetwell Expansion								50.0
Biosolids								
Drying Bed Expansion				40.0	150.0			
Land Acquisition								2,000.0
Total Sewer Improvements	\$545.0	\$2,778.0	\$2,778.0	\$310.0	\$1,250.0	\$109.0	\$1,200.0	\$6,110.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET						
FUNCTION		ACTIVITY	DEPARTMENT HEAD		FUND	
WATER AND SEWER SYSTEM		CUSTOMER ACCOUNTS	ROBIN MILLYARD		UTILITY ENTERPRISE FUND	
SUMMARY			2017 Actual	2018 Budget	2019 Budget	
					Manager Recommend	Council Approved
CURRENT EXPENSES						
Current Expenses:						
Meter Reading						
7197	Contract Meter Reading		10.7	9.0	10.0	10.0
8090	Other Operating Expense					
Customer Records and Collections						
7901	Interfund Billing Expense		167.0	170.4	173.8	173.8
7195	Collection Expense					
7060	Uncollectible Accounts			2.5		
8090	Other Operating Expense (Park East Stipend)					
Total Current Expenses			\$177.7	\$181.9	\$183.8	\$183.8
FUNCTION		ACTIVITY	DEPARTMENT HEAD		FUND	
WATER AND SEWER SYSTEM		OTHER DEDUCTIONS	ROBIN MILLYARD		UTILITY ENTERPRISE FUND	
SUMMARY			2017 Actual	2018 Budget	2019 Budget	
					Manager Recommend	Council Approved
CURRENT EXPENSES						
Current Expenses:						
7570 Depreciation - Water System:						
	Depreciation - Water System-Vehicles		4.9	4.9	4.9	4.9
	Depreciation - Water System - Plant		187.3	187.3	187.3	187.3
	Depreciation - Water System - Distribution		429.5	429.7	429.7	429.7
	Depreciation - Water System - Equipment		23.7	23.7	23.7	23.7
7570 Depreciation - Wastewater System						
	Depreciation - Wastewater System-Vehicles					
	Depreciation - Wastewater System-Plant		745.1	745.1	745.1	745.1
	Depreciation - Wastewater System-Distribution		350.8	350.9	350.9	350.9
	Depreciation - Wastewater System-Equipment		13.5	13.5	13.5	13.5
Total Depreciation			\$1,754.9	\$1,755.2	\$1,755.2	\$1,755.2
7500 Interfund Franchise Fee - Water System			81.8	83.8	85.5	85.5
7500 Interfund Franchise Fee - Wastewater System			99.0	101.5	103.5	103.5
Total Interfund Franchise Fees			\$180.8	\$185.3	\$189.0	\$189.0
(Out) to General Fund for community events						
7502 Allocated Organizational Costs - Water System			81.8	83.8	85.5	85.5
Total Allocated Organizational Costs			\$180.8	\$185.3	\$189.0	\$85.5
7020 Interest on Long Term Debt-Sewer			521.9	714.3	714.3	714.3
Total Interest			\$521.9	\$714.3	\$714.3	\$714.3
7580 Amortization - Bond Issuance Costs						
Total Amortization			\$0	\$0	\$0	\$0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Retained Earnings Balance - Utility Enterprise Fund (000's)				
ELECTRIC SYSTEM	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
REVENUES				
Electric Revenues:				
Commercial	9,279.2	10,694.4	10,908.3	10,908.3
Residential	3,925.7	4,310.4	4,396.6	4,396.6
Municipal	124.8	138.6	141.4	141.4
Security Lighting	12.7	14.0	14.2	14.2
Broadband Revenue	651.1	491.1	610.0	610.0
Total Electric Revenues	\$13,993.4	\$15,648.4	\$16,070.5	\$16,070.5
Other Revenues				
Grants				
Vendors Fee	6.1	8.0	8.2	8.2
Joint Pole Use	2.8	2.8	2.9	2.9
Interest Income	12.4	20.0	20.4	20.4
Sale of Assets	2.5	2.0	2.0	2.0
Other Income	172.8	25.0	25.5	25.5
Service Connect Fees	12.2	13.7	14.0	14.0
Other Lease Revenue	1.1	.2	.2	.2
Bad Debt Recovery	3.2	2.0	2.0	2.0
Developer Contributions	355.0	200.0	200.0	200.0
Total Operating Revenues	\$14,561.5	\$15,922.2	\$16,345.7	\$16,345.7
EXPENSES				
EXPENSES				
General and Administrative	902.6	1,032.5	980.7	980.7
Maintenance - Distribution	953.3	1,039.4	1,022.5	1,022.5
Community Broadband Network	608.0	1,122.7	798.4	798.4
Customer Accounts	489.2	545.9	535.7	535.7
Interest	.1	.2	.2	.2
Nonreciprocal Interfund Activity	429.5	469.5	478.8	478.8
Interfund Franchise Fee	429.5	469.5	478.8	478.8
Depreciation	970.8	970.8	997.0	997.0
Purchased Power	9,900.5	10,020.0	10,220.4	10,220.4
Total Operating Expenses	\$14,683.4	\$15,670.3	\$15,512.6	\$15,512.6
Operating Income (Loss)	(\$121.9)	\$251.8	\$833.1	\$833.1
OTHER ADDITIONS (DEDUCTIONS)				
Other Additions (Deductions)				
Transfer (Out) to Capital Funds for ERP			(25.0)	(25.0)
(Ou Transfers (Out) to Fleet Service Fund	(116.5)		(133.0)	(133.0)
Increase (Decrease) in Retained Earnings	(\$238.4)	\$251.8	\$675.1	\$675.1
Retained Earnings (Deficit) - Beginning	\$25,119.8	\$24,881.4	\$25,133.2	\$25,133.2
Retained Earnings (Deficit) - Ending	\$24,881.4	\$25,133.2	\$25,808.4	\$25,808.4
Less 25% Contingency Reserve	(3,670.8)	(3,917.6)	(3,878.1)	(3,878.1)
Retained Earnings (Deficit) - Ending	\$21,210.6	\$21,215.7	\$21,930.2	\$21,930.2

CITY OF GLENWOOD SPRINGS - 2019 BUDGET											
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND			
ELECTRIC SYSTEM		GENERAL AND ADMINISTRATION				ROBIN MILLIYARD		UTILITY ENTERPRISE FUND			
SUMMARY						2017 Actual	2018 Budget	2019 Budget			
								Manager Recommend	Council Approved		
Personal Services						181.5	180.7	193.2	193.2		
Current Expenses						721.0	851.7	787.6	787.6		
Total						\$902.6	\$1,032.5	\$980.7	\$980.7		
PERSONAL SERVICES											
Personnel Schedule											
Position Title	Employees									Position	Grade
	2018	19-D	19-M	19-C							
Public Works Director	0.5	0.5	0.5	0.5	3101						
Elec Dept. Admin Asst. II	1.0	1.0	1.0	1.0	5106						
Admin Asst II (PW)	0.0	0.0	0.0	0.0	5119						
GIS Administrator	0.25	0.25	0.25	0.25	1407						
Admin Asst I	0.0	0.0	0.0	0.0	TDB						
Asst Public Works Director	0.00	0.5	0.5	0.5							
Total Personnel	1.75	2.25	2.25	2.25							
6110 Full-Time Salaries						145.6	143.3	152.7	152.7		
6120 Overtime						.1	.0	.0	.0		
6140 Standby						.0	.0	.0	.0		
6130 Part-Time						9.3	.0	.0	.0		
6210 Retirement Contribution						10.3	10.0	10.7	10.7		
6240 FICA						.2	11.0	11.7	11.7		
6250 Worker's Compensation						15.6	.3	.3	.3		
6260 Health and Life Insurance						.4	15.6	17.4	17.4		
6270 Unemployment Insurance							.4	.5	.5		
Total Personal Services						\$181.5	\$180.7	\$193.2	\$193.2		
CURRENT EXPENSES											
7110 Architectural and Engineering							2.0	2.0	2.0		
7140 Legal and Other Professional Services						23.1	20.4	20.4	20.4		
7150 Credit Card Fees						36.6	28.6	30.0	30.0		
7190 Professional Services Contract - Geothermal						9.0	136.7	50.0	50.0		
7194 Regulatory Expenses						6.2	5.1	10.0	10.0		
7210 Postage, Printing and Reproduction						.0	.5	.5	.5		
7220 Telephone						3.9	3.3	4.0	4.0		
7280 Advertising and Publications						.4	2.0	2.0	2.0		
7310 Electricity						10.4	15.3	15.0	15.0		
7320 (Out) to General Fund for community events						2.6	6.6	6.0	6.0		
7330 Water						.2	.5	.5	.5		
7410 Travel and Subsistence						1.8	2.6	4.5	4.5		
7430 Training and Conferences						.1	1.0	6.0	6.0		
7510 Investment Costs							.2	.2	.2		
7572 Loss on Asset Disposition						91.3	5.1	5.0	5.0		
7610 Liability Insurance						13.2	16.0	16.0	16.0		
7620 Property Insurance						36.7	42.8	43.0	43.0		
7650 Deductibles Paid							1.0	1.0	1.0		
7740 Equipment Rental, Office						.8	.5	1.2	1.2		
7810 Subscriptions and Memberships						13.8	13.8	30.0	30.0		
7900 Interfund Cost of Service						312.7	319.0	320.0	320.0		
7903 Interfund - Force Construction						3.5	3.6	3.5	3.5		
8060 Office Supplies and Expenses						9.6	7.7	7.5	7.5		
8090 Other Operating Expense						.6	5.1	6.0	6.0		
8200 Energy Conservation						142.3	209.1	200.0	200.0		
8800 Refund of Electric Fees							1.0	1.0	1.0		
Total Current Expenses						\$721.0	\$851.7	\$787.6	\$787.6		
CAPITAL OUTLAY											
9520 Office Equipment											
Total Capital Outlay						\$0	\$0	\$0	\$0		

CITY OF GLENWOOD SPRINGS - 2019 BUDGET													
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND				
ELECTRIC SYSTEM			MAINTENANCE DISTRIBUTION				ROBIN MILLYARD		UTILITY ENTERPRISE FUND				
SUMMARY							2017 Actual	2018 Budget	2019 Budget				
									Manager Recommend	Council Approved			
Personal Services							770.4	723.6	710.3	710.3			
Current Expenses							182.9	315.7	312.1	312.1			
Total							\$953.3	\$1,039.4	\$1,022.5	\$1,022.5			
PERSONAL SERVICES													
Personnel Schedule													
Position Title		Employees											
		2018	19-D	19-M	19-C	Position				Grade			
Electric Line Superintendent		1.0	1.0	1.0	1.0								
Electric Crew Leader		3.0	3.0	3.0	3.0								
Electric Journeyman Lineman		1.0	1.0	2.0	2.0								
Electric Apprentice Lineman		3.0	3.0	2.0	2.0								
Total Personnel		8.0	8.0	8.0	8.0								
6110 Full-Time Salaries										605.6	655.6	684.6	684.6
6140 Standby												50.0	50.0
6120 Overtime							5.5	7.5	6.0	6.0			
Less: Capitalized Labor							.0	(115.0)	(200.0)	(200.0)			
Total Salaries and Labor							611.1	548.1	540.6	540.6			
6210 Retirement Contribution							41.3	46.4	51.8	51.8			
6240 FICA							46.7	50.7	56.7	56.7			
6250 Worker's Compensation							7.8	10.2	11.0	11.0			
6260 Health and Life Insurance							92.0	100.7	108.1	108.1			
6270 Unemployment Insurance							2.0	2.0	2.2	2.2			
6290 Less: Allocated to Capital Improvements							(30.6)	(34.5)	(60.0)	(60.0)			
Total Personal Services							\$770.4	\$723.6	\$710.3	\$710.3			
CURRENT EXPENSES													
7100 Safety and Training													
7110 Other Professional Services							.9	30.7	56.3	56.3			
7410 Travel and Subsistence							2.2	3.5	2.4	2.4			
7430 Training and Conferences							3.3	5.6	3.8	3.8			
7510 Janitorial							3.0	2.9	3.0	3.0			
7520 Building Maintenance							6.5	2.6	5.5	5.5			
7540 Maintenance and Repair of Vehicles							40.8	31.6	31.8	31.8			
7550 Miscellaneous Maintenance and Repair							.4	1.0	.9	.9			
7651 Damage Claims							.5	1.0	1.0	1.0			
7800 (Out) to General Fund for community events							.0	15.5	15.5	15.5			
7830 Landfill Fees							.3	.8	.8	.8			
8080 Gas, Oil, Lubricants							15.5	40.0	15.5	15.5			
8090 Miscellaneous Maintenance Expense							4.6	4.1	4.4	4.4			
8120 Small Tools and Equipment							4.4	11.0	10.9	10.9			
8160 Other Maintenance Material							.0	.5	.5	.5			
8215 SCADA System							.4	10.0	10.0	10.0			
8245 Transformer Testing							1.9	5.0	4.0	4.0			
8220 Substation Maintenance							9.4	20.5	21.5	21.5			
8225 Fiber System Maintenance							.3			.0			
8230 Overhead Line Maintenance							15.2	60.0	60.0	60.0			
8240 Underground Maintenance							41.1	25.0	25.0	25.0			
8250 Street Light Maintenance							18.1	25.0	20.0	20.0			
8265 Service Maintenance							7.7	5.0	5.0	5.0			
8260 Meter Maintenance							(1.2)	5.0	5.0	5.0			
Total Current Expenses							\$182.9	\$315.7	\$312.1	\$312.1			

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND	
ELECTRIC SYSTEM			CUSTOMER ACCOUNTS				ROBIN MILLYARD		UTILITY ENTERPRISE FUND	
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						146.6	172.6	178.9	178.9	
Current Expenses						342.6	373.3	356.8	356.8	
Total						\$489.2	\$545.9	\$535.7	\$535.7	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position	Grade				
Electric Meter Technician	1	1	1	1	3208	46				
Asst. Meter Technician	1	1	1	1	3210	35				
Total Personnel	2	2	2	2						
6110 Full-Time Salaries						93.8	107.6	110.6	110.6	
6120 Overtime						.8	1.0	.5	.5	
6140 Standby						.0	.0	.0	.0	
6130 Part Time						.0	.0	.0	.0	
6210 Retirement Contribution						4.7	7.6	7.8	7.8	
6240 FICA						6.5	8.3	8.5	8.5	
6250 Worker's Compensation						1.4	1.8	1.5	1.5	
6260 Health and Life Insurance						39.2	46.0	49.6	49.6	
6270 Unemployment Insurance						.3	.3	.3	.3	
Total Personal Services						\$146.6	\$172.6	\$178.9	\$178.9	
CURRENT EXPENSES										
7060 Bad Debts						14.1	15.0			
7190 Other Professional Services						8.8	29.5	29.5	29.5	
7197 Contract Meter Reading						6.8	7.3			
7901 Interfund - Billing						312.7	319.0	325.3	325.3	
8040 Uniforms						.3	2.0	2.0	2.0	
8090 Other Operating Expense							.5			
(Out) to General Fund for community events										
Total Current Expenses						\$342.6	\$373.3	\$356.8	\$356.8	
CAPITAL OUTLAY										
9520 Office Equipment										
Total Capital Outlay						\$0	\$0	\$0	\$0	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET					
FUNCTION	ACTIVITY	DEPARTMENT HEAD		FUND	
ELECTRIC SYSTEM	OTHER EXPENSES	ROBIN MILLIYARD		UTILITY ENTERPRISE FUND	
SUMMARY		2017 Actual	2018 Budget	2019 Budget	
				Manager Recommend	Council Approved
Total Other Expenses		\$11,730.3	\$11,929.9	\$12,261.1	\$12,261.1
OTHER EXPENSES					
Current Expenses:					
7022	Customer Deposit Interest	.1	.2	.2	.2
7023	Other Interest Expense				
Total Interest		\$.1	\$.2	\$.2	\$.2
7502	Nonreciprocal Interfund Activity	429.5	469.5	478.8	478.8
7510	Interfund Franchise Fee	429.5	469.5	478.8	478.8
7570	Depreciation	970.8	970.8	1,082.8	1,082.8
7580	Amortization	.0	.0	.0	.0
8050	Purchased Power	9,900.5	10,020.0	10,220.4	10,220.4

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
ELECTRIC SYSTEM EQUIPMENT AND EQUIPMENT NEEDS	2018 Budget	2019 Budget		5 Year Estimate				
		Requested	Approved	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate
REVENUES AND EXPENDITURES SUMMARY								
REVENUES (Cash Basis)								
From Operations (Net of Bond Proceeds/Dev. Contrib.) excludes Depreciation Expense	523.0	920.0	920.0	305.0	290.0	190.0	190.0	190.0
Developer Contributions	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0
Total Revenues	\$723.0	\$1,120.0	\$1,120.0	\$505.0	\$490.0	\$390.0	\$390.0	\$390.0
EXPENDITURES								
Equipment	415.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Buildings and Improvements	.0	.0	.0	.0	.0	.0	.0	.0
Capital Improvements	1,795.5	1,615.0	1,615.0	490.0	475.0	375.0	375.0	375.0
Total Expenditures	\$2,210.5	\$1,630.0	\$1,630.0	\$505.0	\$490.0	\$390.0	\$390.0	\$390.0
Excess Revenues Over (Under) Expenditures	(\$1,487.5)	(\$510.0)	(\$510.0)	\$0	\$0	\$0	\$0	\$0
EQUIPMENT NEEDS								
EQUIPMENT NEEDS								
Office Equipment	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Tools and Work Equipment	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Advanced Meter Infrastructure	400.0							
TOTAL EQUIPMENT NEEDS	\$415.0	\$15.0	\$15.0	\$15.0	\$15.0	\$15.0	\$15.0	\$15.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
Summary of Revenues, Expenditures and Improvement Fee Balances (000's)								
ELECTRIC SYSTEM EQUIPMENT AND EQUIPMENT NEEDS	2018 Budget	2019 Budget		2020 Estimate	-60000	2022 Estimate	2023 Estimate	2024 Estimate
		Department Request	Approved					
SYSTEM IMPROVEMENTS								
Upgrade & Replacement	75.0	75.0	75.0	75.0	75.0	75.0	75.0	75.0
New Aerial Spun		50.0	50.0	75.0				
Mountain Shadows Dr - Rebuild O/H	50.0							
Mel Ray Rd - Mtn Shadows Dr to Ponderosa Circle								
Red Mtn Dr - 7th to 10th St (Includes Water Plant)	75.0				100.0			
Hospital to 23rd Street	125.0							
19th St-New Spun Aerial Cable & Dead End Towers	150.0							
10th St-New Spun Aerial Cable & dead End Towers		250.0	250.0					
Downtown Conversion	75.0	75.0	75.0	75.0	75.0	75.0	75.0	75.0
Sunlight View New UG	100.0							
Downtown Cable Replacement		100.0	100.0	30.0				
Recloser upgrade	100.0	100.0	100.0					
GAB Ped Bridge to Blake	100.0	150.0	150.0					
Midland/Rock wall to 156 Rd	50.0	150.0	150.0					
GAB Ped Bridge to N.G. Substation	150.0	200.0	200.0					
130 Road West End	50.0							
Advanced Meter Infrastructure	400.0							
GPS/GIS Equipment		10.0	10.0					
27th Street Bridge Replacement		110.0	110.0					
Fourth Sub Station Design		75.0	75.0					
Total System Improvements Electric	\$1,500.0	\$1,345.0	\$1,345.0	\$255.0	\$250.0	\$150.0	\$150.0	\$150.0
BROADBAND SYSTEM IMPROVEMENTS								
SYSTEM IMPROVEMENTS BROADBAND								
Network Switches	50.0	5.0	5.0	15.0	5.0	5.0	5.0	5.0
Network Routers	15.0							
Servers	10.5							
Upgrade and Replacement	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0
CH Data Center UPS		25.0	25.0					
27th Street Bridge		20.0	20.0					
Total System Improvements Broadband	\$95.5	\$70.0	\$70.0	\$35.0	\$25.0	\$25.0	\$25.0	\$25.0
TOTAL SYSTEM IMPROVEMENTS								
TOTAL SYSTEM IMPROVEMENTS	\$1,595.5	\$1,415.0	\$1,415.0	\$290.0	\$275.0	\$175.0	\$175.0	\$175.0
CUSTOMER PROJECTS								
CUSTOMER PROJECTS								
Other Projects	200.0	200.0	200.0	200.0	200.0	200.0	200.0	200.0
TOTAL CUSTOMER PROJECTS	\$200.0	\$200.0	\$200.0	\$200.0	\$200.0	\$200.0	\$200.0	\$200.0
TOTAL PROJECTS								
TOTAL PROJECTS	\$1,795.5	\$1,615.0	\$1,615.0	\$490.0	\$475.0	\$375.0	\$375.0	\$375.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET													
FUNCTION			ACTIVITY				DEPARTMENT HEAD		FUND				
ELECTRIC SYSTEM			COMMUNITY BROADBAND NETWORK				ERIC ARNETTE		UTILITY ENTERPRISE FUND				
SUMMARY							2017 Actual	2018 Budget	2019 Budget				
									Manager Recommend	Council Approved			
Personal Services							280.1	401.7	372.6	372.6			
Current Expenses							327.9	721.0	425.8	425.8			
Total							\$608.0	\$1,122.7	\$798.4	\$798.4			
PERSONAL SERVICES													
Personnel Schedule													
Position Title	Employees												
	2018	19-D	19-M	19-C	Position	Grade							
Broadband Service Tech	1.0	1.0	1.0	1.0	TBD	94							
Broadband Systems Tech	1.0	1.0	1.0	1.0	3904	100							
Asst Director Broadband	1.0	1.0	1.0	1.0	3905	103							
IT Director	0.5	0.5	0.5	0.5	1701	108							
Total Personnel										3.5	3.5	3.5	3.5
6110	Full-Time Salaries									280.1	260.9	256.8	256.8
6120	Overtime										.0	1.0	1.0
6140	Standby							18.3	9.0	9.0			
6130	Part Time							8.0	.0	.0			
6210	Retirement Contribution							20.1	18.7	18.7			
6240	FICA							22.0	20.4	20.4			
6250	Worker's Compensation							.6	.4	.4			
6260	Health and Life Insurance							71.1	65.5	65.5			
6270	Unemployment Insurance							.9	.8	.8			
Total Personal Services							\$280.1	\$401.7	\$372.6	\$372.6			
CURRENT EXPENSES													
7110	Engineering and Consulting						70.8	27.7	31.0	31.0			
7190	Other Professional Services						1.9	1.8	2.1	2.1			
7210	Postage, Printing and Reproduction							.2		.0			
7220	Telephone						3.9	5.6	5.6	5.6			
7225	Interconnection Fees						106.1	139.1	199.0	199.0			
7280	Advertising and Publications						4.5	12.4	.0	.0			
7410	Travel and Subsistence						2.8	3.5	3.5	3.5			
7430	Training and Conferences						8.0	11.5	11.5	11.5			
7520	Maintenance- Building						.7	1.5	1.5	1.5			
7540	(Out) to General Fund for community events						2.8	1.5	1.5	1.5			
7550	Maintenance and Repair - Equipment						5.0	22.0	22.0	22.0			
7780	Fiber & Fiber Equipment						68.8	84.0	84.0	84.0			
7810	Subscriptions and Memberships						.1			.0			
7900	Interfund Cost of Service						14.8	15.0	15.3	15.3			
8060	Office Supplies and Expenses						.5	.3	.3	.3			
8080	Gas, Oil & Lube						1.0	2.1	2.1	2.1			
8090	Other Operating Expense						.7	.5	.5	.5			
8120	Small Tools & Equipment						1.5	6.0	6.0	6.0			
8160	Maintenance Contracts						33.9	39.9	39.9	39.9			
	City Hall A/C							15.0					
	Firewall Replacement							11.5					
	Broadband Strategic Plan							320.0					
Total Current Expenses							\$327.9	\$721.0	\$425.8	\$425.8			

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Retained Earnings Balance (000's)				
AIRPORT ENTERPRISE FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
OPERATING REVENUE				
State Fuel Tax Refund	1.5	.5	.5	.5
Grants	.0	.0	.0	.0
Annual User Fees	2.9	3.0	3.0	3.0
Long Term Tie Downs	9.3	7.2	7.2	7.2
Transient Tie Down Fees	3.2	.8	.8	.8
Fuel Sales	111.2	102.0	115.0	115.0
Interest Income	.2	.1	.1	.1
Building Leases	8.8	13.0	13.0	13.0
Land Leases	16.7	15.0	15.0	15.0
Total Revenues	\$153.7	\$141.6	\$154.6	\$154.6
EXPENSES				
OPERATING EXPENSES				
Administration	16.0	17.7	17.7	17.7
Operations	129.7	140.4	123.3	123.3
Depreciation	11.4	17.5	9.1	9.1
Capital Outlay				.0
Total Expenses	\$157.1	\$175.6	\$150.1	\$150.1
OPERATING INCOME (LOSS)				
Operating Income (Loss)	(\$3.4)	(\$34.0)	\$4.5	\$4.5
RETAINED EARNINGS				
Other Additions (Deductions)				
Transfer Out - to Fleet Service Fund				
Increase (Decrease) in Retained Earnings	(\$3.4)	(\$34.0)	\$4.5	\$4.5
Retained Earnings (Deficit) - Beginning	\$434.5	\$457.2	\$423.1	\$423.1
Retained Earnings (Deficit) - Ending	\$457.2	\$423.1	\$405.5	\$405.5
Less: 25% Contingency Reserve	(39.3)	(43.9)	(37.5)	(37.5)
Retained Earnings (Deficit) - Ending	\$417.9	\$379.2	\$368.0	\$368.0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET												
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND				
AIRPORT		ADMINISTRATION				TERRI PARTCH		AIRPORT ENTERPRISE FUND				
SUMMARY						2017 Actual	2018 Budget	2019 Budget				
								Manager Recommend	Council Approved			
Personal Services						16.0	17.7	17.7	17.7			
Current Expenses						129.7	140.4	132.4	132.4			
Capital Outlay						.0	.0	.0	.0			
Total						\$145.7	\$158.1	\$150.1	\$150.1			
PERSONAL SERVICES												
Personnel Schedule												
Position Title	Employees											
	2018	18-D	18-M	18-C	Position	Grade						
Airport Manager (PT)	0.15	0.15	0.15	0.15	400	55						
Asst. Dir. PW Ops	0.00	0.00	0.00	0.00	3104	71						
Total Personnel							0.15	0.15	0.15	0.15		
6110 Full-Time Salaries						.0	.0	.0	.0			
6120 Overtime						.0	.0	.0	.0			
6130 Part-Time						14.8	16.4	16.4	16.4			
6210 Retirement Contribution						.0	.0	.0	.0			
6240 FICA						1.1	1.3	1.3	1.3			
6250 Worker's Compensation						.0	.0	.0	.0			
6260 Health and Life Insurance						.0	.0	.0	.0			
6270 Unemployment Insurance						.0	.0	.0	.0			
Total Personal Services						\$16.0	\$17.7	\$17.7	\$17.7			
CURRENT EXPENSES												
7190 Other Professional Services						.5	1.0	1.0	1.0			
7220 Telephone						2.3	2.2	2.5	2.5			
7280 Advertising & Publication						.3	.6	.6	.6			
7310 Electricity						1.3	1.3	1.8	1.8			
7350 Trash						.5	1.1	1.1	1.1			
7410 Travel and Subsistence						.0		1.0	1.0			
7420 Business Conferences						.0		.6	.6			
7540 Maintenance - Machinery & Equipment						8.4	5.0	5.0	5.0			
7570 Depreciation						11.4	17.5	9.1	9.1			
7620 Liability Insurance						6.6	4.5	6.0	6.0			
7740 Rent/Lease Expense						4.4	5.0	4.4	4.4			
7900 Interfund Cost of Service						2.4	2.4	2.4	2.4			
8060 Office Supplies						.2	.4	.4	.4			
8070 Fees and Charges						2.2	2.0	2.0	2.0			
8071 (Out) to General Fund for community events						.0	8.0	5.0	5.0			
8080 Aviation Fuel						86.9	87.5	87.5	87.5			
Total Current Expenses						\$129.7	\$140.4	\$132.4	\$132.4			
CAPITAL OUTLAY												
9530 Fuel depot renovation - Grant Runway - Resurface - Grant Super UNICOM replacement grant												
Total Capital Outlay						\$0	\$0	\$0	\$0			

CITY OF GLENWOOD SPRINGS - 2019 BUDGET				
Summary of Revenues, Expenditures and Retained Earnings Balance (000's)				
LANDFILL ENTERPRISE FUND	2017 Actual	2018 Budget	2019 Budget	
			Manager Recommend	Council Approved
REVENUES				
OPERATING REVENUE				
Concrete	70.4	102.0	102.0	102.0
Recyclables	2.6	1.5	1.8	1.8
Animals	1.4	1.3	1.0	1.0
Non-friable Asbestos	.1	.9	.5	.5
Appliances	11.5	8.2	8.5	8.5
Brush & Wood	48.7	42.8	44.0	44.0
City of Glenwood Springs	46.7	46.1	46.0	46.0
Construction Waste Mixed	648.6	535.5	568.0	568.0
Contaminated Soil	37.0	20.4	21.0	21.0
Municipal Waste	884.6	1,224.0	1,225.0	1,225.0
Residential Waste	58.2	67.0	70.0	70.0
Sludge	7.3	25.5	14.0	14.0
Car Wash Sludge	83.7	64.3	77.0	77.0
Septic Sludge	459.3	331.5	332.0	332.0
Tires Cut and Uncut	17.6	15.0	15.2	15.2
Compost Fee	54.2	55.1	56.0	56.0
Scrap Metal/Recycle fee	8.0	1.0	3.0	3.0
Clean Out Fee	.7	.0	.5	.5
Electronics	43.7	45.1	45.2	45.2
Interest	53.8	53.6	53.6	53.6
Other Income	17.7	6.7	6.7	6.7
Finance Charge	5.1	58.3	2.0	2.0
Vendor Fee	1.4	1.2	1.3	1.3
Total Operating Revenues	\$2,562.4	\$2,707.1	\$2,694.3	\$2,694.3
EXPENDITURES				
OPERATING EXPENSES				
Administration	3,230.1	3,439.0	3,411.3	3,411.3
Interest	.0	.0	.0	.0
Depreciation	48.4	45.0	45.0	45.0
Landfill Closure Costs	60.6	69.0	69.0	69.0
Total Expenses	\$3,339.2	\$3,553.0	\$3,525.3	\$3,525.3
OPERATING INCOME (LOSS)				
Operating Income (Loss)	(776.8)	(845.9)	(830.9)	(830.9)
TRANSFERS				
Other Additions (Deductions)				
Transfers Out				
General Fund				
Acquisition & Improvement Fund for land acquisition			(25.0)	(25.0)
ERP				
Fleet Service Fund	(5.9)			
Increase (Decrease) in Retained Earnings	(\$782.7)	(\$845.9)	(\$855.9)	(\$855.9)
RETAINED EARNINGS				
Retained Earnings (Deficit) - Beginning	\$4,405.5	\$3,622.8	\$2,776.9	\$2,776.9
Retained Earnings (Deficit) - Ending	\$3,622.8	\$2,776.9	\$1,921.0	\$1,921.0
Less 25% Contingency Reserve	(834.8)	(888.2)	(881.3)	(881.3)
Retained Earnings (Deficit) - Ending	\$2,788.0	\$1,888.7	\$1,039.7	\$1,039.7

CITY OF GLENWOOD SPRINGS - 2019 BUDGET										
FUNCTION		ACTIVITY				DEPARTMENT HEAD		FUND		
LANDFILL		ADMINISTRATION				ROBIN MILLIYARD		LANDFILL ENTERPRISE FUND		
SUMMARY						2017 Actual	2018 Budget	2019 Budget		
								Manager Recommend	Council Approved	
Personal Services						295.5	293.0	367.2	367.2	
Current Expenses						2,934.6	3,145.9	3,044.1	3,044.1	
Interest Expense						.0	.0	.0	.0	
Depreciation						48.4	45.0	48.4	48.4	
Compliance and Closure Costs						60.6	60.6	69.0	69.0	
Total						\$3,339.2	\$3,544.6	\$3,528.7	\$3,528.7	
PERSONAL SERVICES										
Personnel Schedule										
Position Title	Employees									
	2018	19-D	19-M	19-C	Position					Grade
Landfill Superintendent	1.0	1.0	1.0	1.0	3701					96
Equip Op I - Landfill	1.0	1.0	1.0	1.0	3802					76
Acct. Tech/Cashier - Landfill	1.0	1.0	1.0	1.0	3704					74
Equip. Op II/Mech-Landfill	0.0	0.0	0.0	0.0	3801					79
Recycling Tech	1.0	1.0	1.0	1.0	600					72
Total Personnel	4.0	4.0	4.0	4.0						
6110 Full-Time Salaries										203.5
6120 Overtime						11.8	.0	15.0	15.0	
6130 Part Time						.8	.0	.0	.0	
6210 Retirement Contribution						12.0	14.3	18.0	18.0	
6240 FICA						15.8	15.6	19.7	19.7	
6250 Worker's Compensation						7.3	9.7	8.4	8.4	
6260 Health and Life Insurance						43.6	48.7	63.4	63.4	
6270 Unemployment Insurance						.7	.6	.8	.8	
Total Personal Services						\$295.5	\$293.0	\$367.2	\$367.2	
CURRENT EXPENSES										
7060 Bad Debts						8.7	5.0	5.0	5.0	
7110 Engineering Services						120.4	150.0	100.0	100.0	
7130 Professional Services/Operations Contract						1,985.0	1,985.0	1,985.0	1,985.0	
7155 Septic and Car Wash Water						384.5	410.0	400.0	400.0	
7190 Other Professional Services						54.4	60.0	50.0	50.0	
7210 Recycle/Compost						20.0	15.0	10.0	10.0	
7220 Telephone						1.2	2.0	2.0	2.0	
7280 Advertising and Publications						.8	2.0	1.0	1.0	
7310 Electricity						4.5	4.6	4.6	4.6	
7320 Gas						.1	.2	.3	.3	
7410 Travel and Subsistence						1.2	1.7	2.2	2.2	
7430 (Out) to General Fund for community events						1.7	1.2	2.2	2.2	
7540 Maintenance and Repair - Machinery and Equipment						21.3	10.0	10.0	10.0	
7610 Liability Insurance						42.8	55.0	50.5	50.5	
7620 Property Insurance						.3	.3	.3	.3	
7740 Equipment Rental						1.7	3.0	3.0	3.0	
7810 Subscriptions and Memberships						.5	.6	.8	.8	
7830 Tire Disposal						14.2	18.0	25.0	25.0	
7850 Concrete Crushing & Recycling						17.4	25.0	20.0	20.0	
7870 Weed Control							1.0	1.0	1.0	
7900 Interfund Cost of Service						130.6	133.2	135.9	135.9	
7901 Interfund Billing and Accounting						4.3	4.4	4.5	4.5	
7903 Interfund - Force Construction						.9	.9		.0	
8040 Uniforms						1.4	1.8	1.8	1.8	
8060 Office Supplies						1.6	2.0	2.0	2.0	
8080 Gas, Oil, Lubricants						1.9	5.0	3.0	3.0	
8090 Other Operating Expense						13.3	15.0	15.0	15.0	
8092 Recycle Program/VRM Membership							20.0	15.0	15.0	
8150 Road Maintenance Materials						2.8	4.0	4.0	4.0	
8170 Hazardous Household Waste						21.3	30.0	30.0	30.0	
8180 Recycle Center Operations						75.6	180.0	160.0	160.0	
Total Current Expenses						\$2,934.6	\$3,145.9	\$3,044.1	\$3,044.1	

CITY OF GLENWOOD SPRINGS - 2019 BUDGET						
FUNCTION		ACTIVITY	DEPARTMENT HEAD		FUND	
LANDFILL		OTHER DEDUCTIONS	ROBIN MILLYARD		LANDFILL ENTERPRISE FUND	
SUMMARY			2017 Actual	2018 Budget	2019 Budget	
					Manager Recommend	Council Approved
OTHER DEDUCTIONS						
7520 Interest						
Total Interest			\$0	\$0	\$0	\$0
7570 Depreciation			48.4	48.5	48.5	
Total Depreciation			\$48.4	\$48.5	\$48.5	\$0
7580 Amortization - Financing Costs						
Total Amortization			\$0	\$0	\$0	\$0
7590 Landfill Closure Costs			34.2	34.2	34.2	
7592 Landfill Post closure Costs			26.4	26.4	26.4	
Total Compliance and Closure Costs			\$60.6	\$60.6	\$60.6	\$0

CITY OF GLENWOOD SPRINGS - 2019 BUDGET								
Summary of Revenues, Expenditures and Equipment (000's)								
LANDFILL	2018 Budget	Request	Approved	Five-Year Projection				
		2019		2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	2024 Estimate
REVENUES AND CAPITAL EXPENDITURES SUMMARY								
REVENUES From Operations	2,616.8	2,712.3	2,712.3	2,766.6	2,794.3	2,822.2	2,850.4	2,878.9
Total Revenues	\$2,616.8	\$2,712.3	\$2,712.3	\$2,766.6	\$2,794.3	\$2,822.2	\$2,850.4	\$2,878.9
CAPITAL EXPENSES Equipment	.0			.0	.0	.0	.0	.0
Buildings and Improvements	1,164.0	340.0	340.0	500.0	280.0	400.0	400.0	400.0
Total Expenses	\$1,164.0	\$340.0	\$340.0	\$500.0	\$280.0	\$400.0	\$400.0	\$400.0
EXCESS REVENUES OVER (UNDER) EXPENSES								
Excess Revenues Over (Under) Expenses	\$1,452.8	\$2,372.3	\$2,372.3	\$2,266.6	\$2,514.3	\$2,422.2	\$2,450.4	\$2,478.9
EQUIPMENT NEEDS								
EQUIPMENT NEEDS								
Total Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BUILDINGS AND IMPROVEMENTS								
BUILDINGS AND IMPROVEMENTS Paved Road								
Concrete Compost Lagoon	146.0							
Recycle Center Relocation								
Electric Stormwater Pump					80.0			
Cell Expansion				100.0	100.0	400.0	400.0	400.0
Replace Septic Pond liners	390.0	60.0	60.0	100.0	100.0			
Phase 4C Cell Construction	628.0							
Compost Facility Construction		280.0	280.0					
Phase 5 Berm for Slope Correction				300.0				
Total Buildings and Improvements	\$1,164.0	\$340.0	\$340.0	\$500.0	\$280.0	\$400.0	\$400.0	\$400.0



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item:	Financing Documents for Bond Issuance Ordinance No 25, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Approving a Loan Evidenced by Sales and Use Tax Revenue Notes Issued in One of More Series, to Finance Capital Projects Authorized by City Electors in 2016; Approving the Note Form and Loan Repayment from a Pledge of Sales and Use Tax Revenues Credited to the Acquisition and Improvement Fund; and Providing Other Details and Approving Documents Related to the Loan (FIRST READING)
Action Requested:	The City is pledging revenues from the A&I Fund to secure approximately \$22.2 million in debt for infrastructure projects that may include the 27th Street Bridge, South Midland, Two Rivers Park and/or 6th Street improvements. This ordinance pledges A&I revenue sufficient to service the debt over 15 years.
Department:	City Administration
Presented By:	Steve Boyd, COO
Background Info:	This debt is being issued in two tranches. The first is scheduled to close on December 5th. The amount is \$10 million and the interest rate is fixed and locked at 3.14%. The second tranche will close in approximately June 2019 and will be approximately \$12.2 million. We will be able to lock the fixed interest rate on the second tranche on December 6th. Both tranches are amortized over a 15 year period and callable in 10 years.
Issues:	This ordinance complies with the previously adopted resolution directing staff to proceed with the financing within certain parameters. Our bond Council drafted this ordinance and it has been reviewed by our City Attorney, COO, Municipal Advisor, Placement Agent and bank. No terms are materially different than those previously presented to Council.
Staff Recommendation:	Staff supports approval of this ordinance.

ORDINANCE 25,

SERIES OF 2018

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING A LOAN EVIDENCED BY SALES AND USE TAX REVENUE NOTES ISSUED IN ONE OR MORE SERIES, TO FINANCE CAPITAL PROJECTS AUTHORIZED BY CITY ELECTORS IN 2016; APPROVING THE NOTE FORM AND LOAN REPAYMENT FROM A PLEDGE OF SALES AND USE TAX REVENUES CREDITED TO THE ACQUISITION AND IMPROVEMENT FUND; AND PROVIDING OTHER DETAILS AND APPROVING DOCUMENTS RELATING TO THE LOAN.

WHEREAS, the City of Glenwood Springs, Colorado, is a municipal corporation duly organized and operating as a home-rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, Article X, Section 20 of the Colorado Constitution provides that voter approval in advance is required for the extension of an expiring tax or the creation of any direct or indirect debt or other multiple-fiscal year financial obligation whatsoever; and

WHEREAS, pursuant to an election held on November 8, 2016, electors of the City voted in favor of the following ballot issues:

Ballot Issue 2C

WITHOUT RAISING THE CURRENT TAX RATE, SHALL THE EXISTING ONE CENT (\$0.01) CITY OF GLENWOOD SPRINGS SALES AND USE TAX THAT IS PLACED IN THE CITY'S ACQUISITION AND IMPROVEMENT FUND BE EXTENDED FOR A PERIOD OF THIRTY (30) YEARS FROM ITS CURRENT EXPIRATION DATE OF DECEMBER 31, 2018; AND SHALL ORDINANCE NO. 22, SERIES OF 2016 OF THE CITY RELATING TO DISTRIBUTION OF THE REVENUES FROM SAID TAX BE APPROVED?

Ballot Issue 2D

SHALL THE CITY OF GLENWOOD SPRINGS DEBT BE INCREASED UP TO \$54 MILLION, WITH A MAXIMUM REPAYMENT COST OF UP TO \$104 MILLION, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, REPAIR AND IMPROVEMENT OF ONE OR MORE OF THE FOLLOWING CAPITAL PROJECTS:

- IMPROVING SAFETY AND TRAFFIC CONGESTION BY CONSTRUCTING BRIDGE AND ROAD IMPROVEMENTS THAT MAY INCLUDE SOUTH BRIDGE, SOUTH MIDLAND AVENUE, AND THE 27TH STREET/SUNLIGHT BRIDGE;**

- CONSTRUCTING A RIVERWALK AND OTHER INFRASTRUCTURE AT THE CONFLUENCE OF THE ROARING FORK AND COLORADO RIVERS; AND

- CONSTRUCTING A “GATEWAY TO GLENWOOD” BY MAKING STREET-SCAPING AND OTHER IMPROVEMENTS TO THE 6TH STREET CORRIDOR;

SUCH DEBT TO CONSIST OF SALES AND USE TAX REVENUE BONDS WHICH ARE PAYABLE FROM THE CITY’S ACQUISITION AND IMPROVEMENT FUND AND ALL OR ANY PORTION THE REMAINING SALES AND USE TAX IMPOSED BY THE CITY, WITH SUCH DEBT TO BE ISSUED, DATED AND SOLD AT SUCH TIME, AND AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND TO CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE CITY COUNCIL MAY DETERMINE?

WHEREAS, the City is authorized by Section 10.6 of the City Charter to issue sales and use tax obligations payable out of the proceeds of City sales and use taxes and, to the date of this Ordinance, no bonds, notes or other obligations have been issued pursuant to the Ballot Issue 2D; and

WHEREAS, pursuant to Resolution 2018-42 passed by the City Council on October 4, 2018, the City Council was presented with a plan of finance for the funding of certain of the purposes authorized at the election held in 2016 and directed City staff, agents and advisors to proceed with preparation of an ordinance for consideration by the City Council; and

WHEREAS, the interest rate for the initial series of Notes has been locked at 3.14% provided that closing on said series occurs on or before December 5, 2018; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City and the residents thereof to issue one or more series of sales and use tax revenue notes for the purpose of funding the Project; and

WHEREAS, the Notes shall be a revenue obligation of the City payable solely from the Sales and Use Tax and moneys credited to the Acquisition and Improvement Fund; and

WHEREAS, none of the members of the City Council have any potential conflicting interests in connection with the authorization, issuance and delivery of the Notes, or the use of the proceeds thereof; and

WHEREAS, there have been presented to the City, and made available to the members of the City Council, the Loan Placement Agent Agreement, the Term Sheet for the first Note to be issued, the Paying Agent Agreement, the Rate Lock Agreement and forms of other documents relating to the Notes; and

WHEREAS, the City Council desires to authorize the sale and issuance of the Notes.

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

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

“Acquisition and Improvement Fund” means the “Acquisition and Improvement Fund” established pursuant to Section 040.010.040 of the Municipal Code and reaffirmed in this Ordinance.

“Authorized Denomination” means the outstanding principal amount of each Note issued and delivered pursuant to this Ordinance.

“Ballot Issue Authorization” means Ballot Issue 2D approved by City voters at an election held on November 2, 2016, which ballot issue is set forth in the preambles hereto.

“Bank” means UMB Bank, n.a., in Denver, Colorado, or its successor, a national banking association duly organized and existing under the laws of the United States of America, being a member of the Federal Deposit Insurance Corporation, and having full and complete trust powers.

“Business Day” means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

“Charter” means the Glenwood Springs Home Rule Charter.

“City” means the City of Glenwood Springs, Colorado.

“City Council” means the City Council of the City.

“Dated Date” means the original dated date for each Note as established in the Loan Certificate.

“Enabling Law” means collectively, the Charter, the Ballot Issue Authorization, the Supplemental Act, the Municipal Code and all other laws enabling the actions taken pursuant to this Ordinance.

“Event of Default” means any of the events specified in the section hereof entitled “Events of Default.”

“Federal Securities” means bills, certificates of indebtedness, bonds, notes or similar securities which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Interest Payment Date” means each June 1 and December 1, commencing June 1, 2019, or such other dates as established in the Loan Certificate.

“Interest Rate” means the per annum rate of interest for each Note established pursuant to the Loan Certificate or the Rate Lock Agreement.

“Interest Sub-Account” means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the interest on the Notes.

“Lender” means JPMorgan Chase Bank, NA, the initial registered owner of the Notes.

“Letter of Instructions” means the Letter of Instructions, dated the Dated Date and delivered by Note Counsel to the City, as it may be superseded or amended in accordance with its terms.

“Loan” means the loan extended by the Lender pursuant to the terms established in the Term Sheet and this Ordinance, and evidenced through the issuance and delivery of the Notes by the City.

“Loan Certificate” means collectively, the certificates executed by the Loan Delegate under the authority delegated pursuant to this Ordinance which sets forth the final terms of the Notes described in the Section hereof entitled “Delegation and Parameters.”

“Loan Delegate” means the Mayor or, in the absence of the Mayor, the Mayor Pro Tem of the City.

“Loan Placement Agent Agreement” means the agreement between the City and the Placement Agent concerning the services provided by the Placement Agent to the City in connection with the placement of the Loan with the Lender.

“Maturity Date” means December 1, 2033, or such other date established in the Loan Certificate for the final payment of the principal of and unpaid accrued interest on the Notes; provided such date shall be no later than fifteen years after the applicable Dated Date.

“Municipal Code” means the Glenwood Springs Municipal Code.

“Note Account” means the “Note Account” established in the Section hereof entitled “Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.”

“Note Counsel” means (a) as of the date of issuance of the Note, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal obligations.

“Notes” means one or more series of a Sales and Use Tax Revenue Note, dated as of the Dated Date, which were authorized pursuant to the Ballot Issue Authorization and will be issued and delivered pursuant to this Ordinance.

“Ordinance” means this ordinance which authorizes the issuance of the Notes, including any amendments properly made hereto.

“*Owner*” means the Lender as of the Dated Date, and thereafter, following a transfer and exchange of a Note, the Person in whose name such Note is registered on the registration books maintained by the Paying Agent pursuant hereto.

“*Parity Lien Obligation*” means any bond, note or other obligation (which may or may not be multiple-fiscal year financial obligations), permitted to be issued in the future pursuant to the Section hereof entitled “Conditions to the Issuance of a Parity Lien Obligation,” with a lien that is equal and on a parity with the lien of the Notes on the Pledged Revenues (excluding moneys credited to the Reserve Account.)

“*Paying Agent*” means the Bank and its successors in interest or assigns approved by the City, which shall act as paying agent, registrar, and authenticating agent for the Notes.

“*Paying Agent Agreement*” means an agreement or agreements between the City and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Notes. References to the Paying Agent Agreement shall also include, without limitation, any additional agreements or documentation which may be necessary or desirable in connection with the Reserve Account.

“*Permitted Investments*” means any lawful investment permitted for the investment of funds of the City by the Charter and the laws of the State.

“*Person*” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“*Placement Agent*” means Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado.

“*Pledged Revenues*” means all of the City’s Sales and Use Tax revenues required to be credited to the Acquisition and Improvement Fund pursuant to pursuant to Section 040.010.040 of the Municipal Code and all moneys credited from time-to-time to the Acquisition and Improvement Fund (including without limitation moneys credited to the Reserve Account.)

“*Principal Redemption Date*” means each December 1, commencing December 1, 2020 until the principal of each Note is paid in full on the Maturity Date or upon prior redemption.

“*Principal Sub-Account*” means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the principal of and premium, if any, on the Notes.

“*Project*” means any purpose for which proceeds of the Notes may be expended under the Ballot Issue Authorization and Section 040.010.040 of the Municipal Code.

“*Project Account*” means the Project Account established in the Section hereof entitled “Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.”

“*Rate Lock Agreement*” means the Rate Lock Letter Agreement between JPMorgan Chase Bank, NA and the City, to be executed shortly after the effective date of this Ordinance,

pursuant to which JPMorgan Chase Bank NA agrees to a fixed interest rate, for a period of approximately six months, for a specified dollar amount of the Loan to be funded in 2019.

“Required Reserve Amount” means, as of the Dated Date for any Note, an amount equal to the lesser of: (a) 10% of the par amount of the Notes; (b) the maximum scheduled annual payments of principal and interest on the Notes; (c) 125% of the average scheduled annual payments of principal and interest on the Notes.

“Reserve Account” means the Reserve Account established in the Section hereof entitled “Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.”

“Sales and Use Tax” means the one cent sales and use tax of the City, as imposed by the City together with the levy of other sales and use taxes pursuant to Section 040.010.030 of the Municipal Code, for credit to the Acquisition and Improvement Fund pursuant to Section 040.010.040 of the Municipal Code. The term “Sales and Use Tax” does not include the costs of collection of said tax nor does it include any of the City’s sales and use tax other than the one cent sales and use tax imposed for credit to the Acquisition and Improvement Fund, or any other legally available excise tax unless otherwise provided by the City Council.

“State” means the State of Colorado.

“Supplemental Act” means Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes.

“Tax Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Tax Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Notes or the use of proceeds thereof, unless the context clearly requires otherwise.

“Term Sheet” means collectively, one or more term sheets of JPMorgan Chase Bank, NA, the first of which is dated October 17, 2018, as supplemented or revised, which set forth the terms pursuant to which the Lender is making the Loan to the City.

Section 2. Authorization and Purpose of the Notes. Pursuant to and in accordance with the Enabling Law, the City hereby approves the Loan and, to evidence the Loan, authorizes and orders that there shall be issued, in one or more series, the “City of Glenwood Springs Sales and Use Tax Revenue Notes” for the purpose of financing the costs of the Project. The caption on each Note shall include a series reference that identifies the Note by the year of its issuance (i.e., Series 2018 for the Note issued in calendar year 2018).

Section 3. Note Details.

(a) ***Registered Form, Denomination, Dated Date and Numbering.*** The Notes shall be issued in one or more series, each as a single, fully registered Note, which shall be dated as of the Dated Date and registered in the name of the Lender, or if later transferred pursuant to the Section hereof entitled “Registration, Transfer and Exchange of the Notes,” in the name of the Person identified in the registration books of the City maintained by the Paying Agent. Each Note shall be issued in the Authorized Denomination. The Notes shall be in substantially the

form set forth in Appendix A hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the City officials executing the same (whose signatures thereon shall constitute conclusive evidence of such approval). The Notes shall be consecutively numbered (i.e., the first two Notes are “R-1” and “R-2”). Each Note shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of each Note after its deliver for value.

(b) ***Maturity Date, Interest Rate and Accrual of Interest.*** As set forth in the Loan Certificate executed in connection with each Note, each Note shall be dated as of the Dated Date, mature on the Maturity Date and bear interest payable on each Interest Payment Date at the Interest Rate per annum (calculated based on a 360-day year of twelve 30-day months) from the later of the Dated Date or the latest Interest Payment Date to which interest has been paid in full.

(c) ***Manner and Form of Payment.*** The principal of the Notes shall be payable in lawful money of the United States of America to the Owner upon prior redemption or on the Maturity Date. The interest on and principal of the Notes is payable to the Owner at its address as it appears on the registration books maintained by or on behalf of the City by the Paying Agent.

Interest and principal payments shall be paid by check or draft of the Paying Agent mailed on or before each Interest Payment Date and Principal Redemption Date to the Owner. The Paying Agent may make payments of interest and principal by alternative means, such as by wire transfer, as may be mutually agreed to between the Owner of the Notes and the Paying Agent. All payments of the principal of and interest on the Notes shall be made in lawful money of the United States of America.

The Note certificate must be presented for the final payment of the principal of a Note on the Maturity Date or date on which the principal of the Note is to be paid in full and need not be presented for mandatory scheduled redemption or optional redemption of the Note. Presentation of the Note to the Paying Agent shall be made at the principal office of the Paying Agent in Kansas City, Missouri, or at such other address as provided in writing by the Paying Agent to the Owner.

Section 4. Delegation and Parameters.

(a) ***Delegation.*** The City Council hereby delegates to the Loan Delegate, for a period of one year from the effective date of this Ordinance, the authority to determine and set forth in the Loan Certificate: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in subsection (c) of this Section; and (ii) any other matters that, in the judgment of the Loan Delegate, are necessary or convenient to be set forth in the Loan Certificate and are not inconsistent with the parameters set forth in subsection (c) of this Section or the provisions of this Ordinance.

(b) ***Loan Certificates.*** The Loan Certificate for each Note shall set forth the following matters and other matters permitted to be set forth therein pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters set forth in subsection (c) of this Section and other provisions of this Ordinance: (i) the Dated Date; (ii) the

Maturity Date; (iii) the Interest Payment Date; (iv) the principal amount of the Note; (v) the Interest Rate on the Note; (vi) the principal amount of the Note subject to mandatory scheduled redemption on each Principal Redemption Date, (vii) the dates upon which optional redemption may occur and the prices at which the Note may be optionally redeemed and (viii) the Term Sheet for Notes issued in 2019.

(c) **Parameters.** The authority delegated to the Loan Delegate by this Section shall be subject to the provisions of the Term Sheet and the following parameters: (i) the aggregate principal amount of the Notes shall not exceed \$22,500,000; (ii) the maximum net effective interest rate for any series of Notes shall not exceed 3.95% per annum; and (iii) the combined maximum repayment cost for the Notes shall not exceed the Ballot Issue Authorization.

Section 5. Redemption of Notes Prior to Maturity.

(a) **Optional Redemption.** The Notes shall be subject to redemption at the option of the City, in whole or in part, on such dates and subject to such redemption premiums, if any, as provided for in the Term Sheet and as set forth in the Loan Certificate.

(b) **Mandatory Scheduled Redemption.** The principal amount of the Notes shall be subject to mandatory scheduled redemption on each Principal Redemption Date and in the principal amounts specified in the Loan Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the scheduled Principal Redemption Date.

(c) **Redemption Procedures.** No notice shall be required for mandatory scheduled redemption to occur on each Principal Redemption Date. Notice of optional redemption of the Notes shall be given by the Paying Agent in the name of the City, not less than thirty days prior to the redemption date, by electronic means (provided that the Owner has consented to such means of notification at the address provided by the Owner to the Paying Agent), by first class mail or by such other means acknowledged by the Owner of the Notes. Such notice shall specify the principal amount to be redeemed (if redemption shall be in part) and the optional redemption date.

Section 6. Execution, Authentication and Delivery of the Notes.

(a) **Execution.** The Notes shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk, both of whom are hereby authorized and directed to prepare and execute the Notes in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Notes cease to be such officer before delivery of the Notes, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

(b) **Authentication.** When a Note has been executed, the Note shall be delivered to the Paying Agent for authentication. No executed Note shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon an executed

Note shall be conclusive evidence, and the only competent evidence, that the Note has been properly authenticated hereunder.

(c) ***Delivery.*** Upon the authentication of an executed Note, receipt of the principal amount of the Note from the Lender and issuance of the approving opinion of Note Counsel, the Paying Agent shall release the Note and deliver the same to the Lender in accordance with the directions of the Lender.

Section 7. Registration, Transfer and Exchange of the Notes.

(a) ***Registration.*** The Paying Agent shall maintain the registration book in which the ownership, transfer and exchange of the Notes shall be recorded. The Person in whose name a Note shall be registered in such registration book shall be deemed to be the absolute owner thereof for all purposes.

(b) ***Transfer and Exchange.*** The Notes may be transferred at the principal office of the Paying Agent or at such other location designated by the Paying Agent for such purpose, for a like aggregate principal amount of the same Maturity Date and Interest Rate. Upon surrender for transfer of a Note, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Note. The transferring Owner shall pay any reasonable costs of the City incurred in connection with the transfer of the Note.

Section 8. Replacement of Lost, Destroyed or Stolen Note. If a Note shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Note and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Note upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Note lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Note.

Section 9. Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts. There is hereby reaffirmed the Acquisition and Improvement Fund. Moneys credited to the Acquisition and Improvement Fund shall be appropriated and distributed in accordance with Section 040.010.040 of the Municipal Code and this Ordinance. There also are hereby established within the Acquisition and Improvement Fund the following accounts: (a) the Note Account, which shall include the Interest Sub-Account and the Principal Sub-Account; (b) the Reserve Account (which shall be held by the Paying Agent) and (c) the Project Account.

Section 10. Application of Proceeds of the Notes. Upon payment to the City of all or a portion of the Loan evidenced by a Note, the Loan proceeds received by the City shall be applied as a supplemental appropriation of the City as follows: (a) capitalized interest identified in the Loan Certificate shall be credited to the Interest Sub-Account; (b) proceeds in the amount of the Required Reserve Amount shall be credited to the Reserve Account and (c) all remaining proceeds shall be credited to the Project Account (provided however, the cost of issuance

relating to a Note may be paid on the City's behalf from proceeds of the Loan prior to the credit of such Loan proceeds into the Project Account.)

Section 11. Pledged Revenues. All revenues from the Sales and Use Tax shall continue to be credited to the Acquisition and Improvement Fund. The City shall apply the moneys credited to the Acquisition and Improvement Fund in the following order of priority (for purposes of the following, when credits to more than one account or purpose are required at any single priority level, such credits shall rank *pari passu* with each other and, in the event that Pledged Revenue is not sufficient to fully fund all amounts required at any single priority level, credits shall be made *pro rata*, in accordance with the relative amounts required to be credited to such accounts or purposes):

FIRST, to the credit of the Note Account, the amounts required by the Section hereof titled "Note Account", and to the credit of any other account established for the payment of the interest on, and thereafter the principal of, premium if any, on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

SECOND, to the credit of the Reserve Account, the amounts required by the Section hereof titled "Reserve Account", and to the credit of the any reserve account established to prevent a default in the timely payment of Parity Lien Obligations the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

THIRD, to the credit of any other fund or account hereafter established for the payment of the principal of, premium, if any, and interest on subordinate lien obligations, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the subordinate lien obligations; and

FOURTH, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose, any moneys remaining in the Acquisition and Improvement Fund after the payments and accumulations set forth in First through Third above.

Section 12. Note Account.

(a) ***Use of Moneys in the Note Account.*** Moneys credited to the Note Account shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Notes. The Interest Sub-Account shall be used to pay the interest on the Notes and the Principal Sub-Account shall be used to pay the principal of, and premium if any on, the Notes.

(b) ***Credits to the Interest Sub-Account.*** Commencing on or before the fifth Business Day of each month following the date of issuance of the Notes, and taking into consideration moneys (including capitalized interest, if any) then credited to the Interest Sub-Account, there shall be credited to the Interest Sub-Account Pledged Revenues in an amount equal to the Pro Rata Portion of the interest to come due on the Notes on the next succeeding Interest Payment Date.

(c) ***Credits to the Principal Sub-Account.*** Commencing on or before the fifth Business Day of each month following the date of issuance of the Notes, and taking into consideration moneys then credited to the Principal Sub-Account, there shall be credited to the Principal Sub-Account Pledged Revenues in an amount equal to the Pro Rata Portion of the principal to come due on the Notes on the next succeeding Principal Redemption Date and on the Maturity Date (following the last Principal Redemption Date for any Note.)

(d) ***Investments.*** Moneys credited to the Note Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Note Account shall, however, be subject to the covenants and provisions of the Section hereof entitled “Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes.” Except to the extent otherwise required by such Section, all interest income from the investment or reinvestment of moneys credited to any sub-account of the Note Account shall remain in and become part of such sub-account.

Section 13. Reserve Account.

(a) ***Use of Moneys in the Reserve Account.*** Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium if any, and interest on the Notes when due. Moneys credited to the Reserve Account or proceeds of the liquidation of Permitted Investments credited to the Reserve Account shall be used by the Paying Agent on any date on which a payment of the principal of, premium if any, or interest on the Notes is due to the extent that the moneys otherwise held by the Paying Agent for such purpose are insufficient to make such payment.

(b) ***Funding and Maintenance of Reserve Account Requirement.*** The Reserve Account Requirement shall be held by the Paying Agent and funded and maintained by any one of or any combination of cash or Permitted Investments. Cash shall satisfy the Reserve Account Requirement by the amount of cash credited to the Reserve Account. Permitted Investments shall satisfy the Reserve Account Requirement by the value of such investments and shall be marked-to-market not less than annually.

(c) ***Interest Income and Reserve Account Transfers.*** If at any time the calculated amount of the Reserve Account is less than the Reserve Account Requirement or transfers are made from the Reserve Account as provided in paragraph (a) of this Section, then the City shall promptly bring the amount credited to the Reserve Account to the Reserve Account Requirement as provided in the Section hereof titled “Pledged Revenues”. Interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be retained in the Reserve Account to the extent that the balance of the Reserve Account is less than the Reserve Account Requirement and shall be used by the Paying Agent for the payment of the principal of and interest on the Notes to the extent that the balance of the Reserve Account is more than the Reserve Account Requirement; provided however, such applications shall be subject to the covenants and provisions of the Section hereof entitled “Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes.”

Section 14. Project Account.

(a) ***Use of Moneys in Project Account.*** All moneys credited to the Project Account shall be applied solely to the payment of the costs of the Project. Upon the determination of the City Manager that all costs of the Project have been paid or are determinable, any balance remaining in the Project Account (less any amounts necessary to pay the costs of the Project not then due and owing) shall be transferred to any subaccount of the Note Account.

(b) ***Investments.*** Moneys credited to the Project Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Project Account shall, however, be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes." Except to the extent otherwise required by such section, interest income from the investment or reinvestment of moneys shall remain in and become part of the Project Account.

Section 15. Pledge and Lien for Payment of the Notes.

(a) ***Pledge of Revenues.*** The City hereby pledges for the payment of the principal of and interest on the Notes, and grants a first lien (but not necessarily an exclusive first lien) for such purpose on (i) the Sales and Use Tax and (ii) all moneys on credited from time-to-time in the Acquisition and Improvement Fund, including without limitation moneys credited to the Note Account and the Reserve Account. The creation, perfection, enforcement, and priority of the pledge of Pledged Revenues shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The Pledged Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described herein. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such persons have notice of such liens.

(b) ***Superior Liens Prohibited.*** The City shall not pledge or create any other lien on the revenues and moneys pledged pursuant to paragraph (a) of this Section that is superior to the pledge thereof or lien thereon pursuant to such paragraphs.

(c) ***Subordinate Liens Permitted.*** Nothing herein shall prohibit the City from issuing subordinate lien obligations and pledging or creating a lien on the revenues and moneys pledged and the lien created pursuant to paragraph (a) of this Section that is subordinate to the pledge thereof or lien thereon pursuant to such paragraph, provided that no Event of Default shall have occurred and be continuing.

(d) ***No Prohibition on Additional Security.*** Nothing herein shall prohibit the City from crediting any legally available revenues from the Sales and Use Tax that are not Pledged Revenues or any other moneys into any account of the Acquisition and Improvement Fund pledged to the payment of the Notes (and thereby subjecting the moneys so credited to the pledge made and lien granted in paragraph (a) of this Section).

(e) ***The Notes are Special, Limited Obligations of the City.*** The Notes are special, limited obligations of the City payable solely from the Pledged Revenues. The Notes shall not constitute general obligations of the City.

Section 16. Conditions to the Issuance of a Parity Lien Obligation. The City shall not issue Parity Lien Obligation without the prior written consent of the Owner unless (i) the Sales and Use Tax for the preceding calendar year immediately preceding the calendar year in which the proposed Parity Lien Obligation is issued have been equal to at least 125% of the sum of the maximum annual principal and interest due or to become due on the Notes and any outstanding Parity Lien Obligation during each calendar year following the date of issuance of the proposed Parity Lien Obligation; and (ii) no Event of Default has occurred and is continuing under this Ordinance. Compliance with such covenant shall be certified by the City Manager or the City Finance Director to the Owner prior to the issuance of the Parity Lien Obligation. All Parity Lien Obligations shall be payable and the same Interest Principal Payment Dates and Principal Redemption Dates as the Notes.

Section 17. Additional General Covenants. In addition to the other covenants of the City contained herein, the City hereby further covenants for the benefit of Owner of the Notes that:

(a) ***Maintenance of Sales and Use Tax.*** The City will not reduce the percentage of the Sales and Use Tax credited to the Acquisition and Improvement Fund pursuant to Section 040.010.040 of the Municipal Code, will not reduce the current rate of the Sales and Use Tax, and will not alter, exempt or modify the transactions, properties or items subject to the Sales and Use Tax in any manner that the City expects will materially reduce the amounts available for credit to the Acquisition and Improvement Fund.

(b) ***Efficient Collection and Enforcement of the Sales and Use Tax.*** The City will manage the collection and enforcement of the Sales and Use Tax in the most efficient and economical manner practicable.

(c) ***Inspection of Records.*** The City will keep or cause to be kept such books and records showing the proceeds of the Sales and Use Tax, in which complete entries shall be made in accordance with generally accepted accounting principles, as applicable to governmental entities, and the Owner shall have the right at all reasonable times to inspect all non-confidential records, accounts, actions and data of the City relating to the Notes including, without limitation, the Sales and Use Tax and the Acquisition and Improvement Fund.

(d) ***Annual Audit and Related Financial Information.*** The City will cause an annual audit to be made of the books relating to the Sales and Use Tax each year by an independent certified public accountant and shall furnish a copy thereof to the Owner at the address provided by the Owner within the earlier of (i) thirty days from the date of public release of the audit or (ii) two hundred and seventy days of the close of each fiscal year. The annual audit of the City's general purpose financial statements shall be deemed to satisfy this covenant. Additionally, the City shall furnish a physical or electronic copy of its annual budget to the Owner, at the address provided by the Owner, within sixty days of the adoption or amendment of the City's annual budget. Finally, the City will provide such other financial information

reasonably requested by the Owner, including without limitation long-term capital improvement plans which have been officially adopted by the City Council.

Section 18. Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes. For purposes of ensuring that the interest on the Note is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

(a) ***Prohibited Actions.*** The City will not use or permit the use of any proceeds of the Notes or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause the Notes to be an “arbitrage bond” within the meaning of Section 148 of the Tax Code, or would otherwise cause the interest on the Notes to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions.*** The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Notes shall not be includible in gross income for federal income tax purposes under the Tax Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Note Counsel stating that such compliance is not necessary: (i) gross proceeds of the Notes will not be used in a manner that will cause the Notes to be considered “private activity bond” within the meaning of the Tax Code; (ii) the Notes are not and will not become directly or indirectly “federally guaranteed”; and (iii) the City will timely file Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Tax Code.

(c) ***Letter of Instructions.*** The City will comply with the Letter of Instructions delivered to it on the date of issuance of the Notes, including but not limited by the provisions of the Letter of Instructions regarding the application and investment of Note proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Letter of Instructions; provided that, in the event the original Letter of Instructions is superseded or amended by a new Letter of Instructions drafted by, and accompanied by an opinion of Note Counsel stating that the use of the new Letter of Instructions will not cause the interest on the Notes to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Letter of Instructions.

(d) ***Qualified Tax-Exempt Obligation Designation.*** The City hereby designates the Note issued and delivered in calendar year 2018 as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Tax Code. The City covenants that the aggregate face amount of all tax-exempt obligations issued by the City, together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, shall not be more than \$10,000,000 during calendar year 2018. The City recognizes that such tax-exempt obligations include bonds, leases, loans and warrants, as well as the Note to be issued and delivered in 2018. The City further recognizes that any Owner will rely on the City’s designation of the Note as a qualified tax-exempt obligation for the purpose of avoiding the loss of 80% of any otherwise available interest deduction attributable to such bank’s tax-exempt holdings.

Section 19. Defeasance. The Notes shall not be deemed to be outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been credited to trust for the payment thereof (whether upon or prior to the maturity of a Note, but if the Note is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include interest to be earned on the Federal Securities. If less than all a Note is to be defeased pursuant to this Section, the City, in its sole discretion, may select the principal amount of the Note payable on any Principal Redemption Date which shall be defeased.

Section 20. Events of Default. Each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal, Premium or Interest.*** Failure to make any payment of principal of, premium, if any, or interest on the Notes when due hereunder;

(b) ***Breach or Nonperformance of Duties.*** Breach by the City of any covenant set forth herein or failure by the City to perform any duty imposed on it hereunder and continuation of such breach or failure for a period of thirty days after receipt by the City Clerk of written notice thereof from the Paying Agent or from the Owner; or

(c) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Notes pursuant hereto is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within thirty days after it is entered.

Section 21. Remedies for Events of Default.

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the Owner, or a trustee therefor, may protect and enforce its rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies; provided however, that acceleration of any payments due with respect to the Notes shall not be a remedy available to the Owner. All proceedings shall be maintained for the benefit of the Owner of the Notes.

(b) ***Failure to Pursue Remedies Not a Release; Rights Cumulative.*** The failure of the Owner to proceed in any manner herein provided shall not relieve the City of any liability for failure to perform or carry out its duties hereunder. The foregoing rights are in addition to any other right available to the Owner of the Notes and the exercise of any right by the Owner shall not be deemed a waiver of any other right.

Section 22. Amendment of Ordinance. The City may not amend this Ordinance without the prior written consent of the Owner of the Notes.

Section 23. Findings and Determinations. Having been fully informed of and having considered all the pertinent facts and circumstances, the Council does hereby find, determine, and declare:

(a) voter approval of the Ballot Issue Authorization was obtained in accordance with all applicable provisions of law and, in accordance with the Ballot Issue Authorization;

(b) the issuance of the Notes and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Enabling Law, and other applicable law relating to the issuance of the Notes have been satisfied;

(c) it is to the best advantage of the City and its residents that the Notes be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance; and

(d) The City Council elects to apply all of the provisions of the Supplemental Act to the issuance of the Notes.

Section 24. Appointment and Duties of Paying Agent. The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Notes unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Notes to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder shall be affected through the execution of an agreement by the Paying Agent.

Section 25. Approval of Miscellaneous Documents. The City Council hereby authorizes and approves the execution of all documents and certificates necessary or desirable to effectuate the issuance of the Notes and the transaction contemplated hereby, including without limitation the Loan Placement Agent Agreement, the Term Sheet, the Paying Agent Agreement and the Rate Lock Agreement, and execution by the parties thereto shall constitute the City Council's approval of such documents and certificates in the form so executed.

Section 26. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City directed toward the issuance of the Notes for the purposes herein set forth, including without limitation actions taken on the City's behalf by the Placement Agent in connection with the request for bids in connection with the financing of the Project, are hereby ratified, approved and confirmed.

Section 27. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

Section 28. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 29. Ordinance Irrepealable. After a Note has been issued, this Ordinance shall constitute a contract between the Owner and the City, and shall be and remain irrepealable until all Notes issued pursuant to this Ordinance and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 30. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 31. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 1st DAY OF NOVEMBER, 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Mike Gamba, Mayor

ATTEST:

Catherine Mythen, 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 _____, 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Mike Gamba, Mayor

ATTEST:

Catherine Mythen, City Clerk

APPENDIX A
FORM OF NOTE
UNITED STATES OF AMERICA
CITY OF GLENWOOD SPRINGS, COLORADO
SALES AND USE TAX REVENUE NOTE
SERIES 20__

R-_____ \$ _____

Interest Rate

Maturity Date

Dated Date

%

December 1, 20__

REGISTERED OWNER:

PRINCIPAL SUM:

DOLLARS

CITY OF GLENWOOD SPRINGS, COLORADO, in the State of Colorado, a duly organized and validly existing home-rule City and political subdivision of the State of Colorado (the "City"), for value received, hereby promises to pay, solely out of the special accounts hereinafter designated but not otherwise, to the registered owner named above, or registered assigns, on the Maturity Date specified above or on Principal redemption Dates, the principal amount specified above (capitalized terms used herein shall have the meanings set forth in City Ordinance No. 2018-__ authorizing the issuance of this Note (the "Ordinance")). In like manner the City promises to pay interest on the unpaid principal amount (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of registration and authentication of this Note, except that interest paid on the first Interest Payment Date shall be computed from the Dated Date set forth above, at the Interest Rate per annum specified above, payable semiannually on June 1st and December 1st each year, commencing on _____, until the outstanding principal amount is paid in full.

The final installment of the principal of and interest on this Note is payable upon presentation and surrender of this Note at the principal operations office of UMB Bank, n.a. (the "Paying Agent"), in Kansas City, Missouri. The Note need not be presented for the payment of principal when redeemed in the case of mandatory scheduled redemption or optional redemption. The Paying Agent may make payments of interest on this Note by such alternative means as may be mutually agreed to between the registered owner of this Note and the Paying Agent. THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS NOTE AND THE CITY. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS NOTE.

[Redemption Provisions to be Inserted Here.]

The Note is special, limited obligation of the City payable solely from and secured solely by the sources provided in the Ordinance and shall not constitute a general obligation of the City. Pursuant to the Ordinance the City pledged for the payment of the principal of, premium if any, and interest on the Note at any time outstanding, and granted a lien for such purpose on all of the City's one percent Sales and Use Tax revenues required to be credited to the Acquisition and Improvement Fund pursuant to pursuant to Section 040.010.040 of the Municipal Code and all moneys credited from time to time to the Acquisition and Improvement Fund (including without limitation moneys credited to the Reserve Account.) This Note is issued under authority of the City Charter and, among other things, under the authority of the Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its deliver for value.

The City agrees with the Owner of this Note and with each and every person who may become the Owner hereof, that it will keep and perform all the covenants and agreements contained in the Ordinance.

It is hereby certified that all conditions, acts and things required by the City Charter, and the constitution and laws of the State of Colorado, and the ordinances of the City, to exist, to happen and to be performed, precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the Note do not exceed any limitations prescribed by said City Charter, Constitution or laws of the State of Colorado, or the ordinances of the City.

This Note shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, City of Glenwood Springs, Colorado, has caused this Note to be signed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be sealed with the seal of the City or a facsimile thereof and to be attested by the manual or facsimile signature of the City Clerk.

[MANUAL OR FACSIMILE SEAL]

GLENWOOD SPRINGS, COLORADO

By (Manual or Facsimile Signature)
Mayor

ATTEST:

By (Manual or Facsimile Signature)
City Clerk

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within-mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Representative

Date of Authentication: _____

CERTIFICATE OF TRANSFER

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

CITY OF GLENWOOD SPRINGS

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING ARTICLE 020.030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE BY THE ADDITION OF SECTION 020.030.120 TO PROVIDE TERMS AND CONDITIONS FOR LIMITED TELEPHONE AND ELECTRONIC PARTICIPATION BY MEMBERS OF CITY COUNCIL AT CITY COUNCIL MEETINGS

WHEREAS, the Colorado Open Meetings Law, § 24-6-401, *et seq.*, C.R.S., provides that a public meeting may occur by telephone, electronically, or by other means of communication in addition to gathering in person; and

WHEREAS, City of Glenwood Springs ("City") desires to permit limited participation by one or more City Council Members at City Council meetings by telephone or electronic means in accordance with the terms and conditions described herein;

WHEREAS, the City wishes to amend Article 020.030 of the Glenwood Springs Municipal Code by the addition of Section 020.030.120, Telephone and Electronic Participation in City Council Meetings; and

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

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

Section 2. The Glenwood Springs Municipal Code is hereby amended to add Section 020.030.120 so that it reads as follows, with additions shown in double underlined text:

020.030.120. Telephone and Electronic Participation in Council Meetings.

(a) A Member of the City Council may participate and vote by telephone or electronic means at a meeting of the City Council if the Member is unable to physically attend. Such telephonic or electronic participation privileges shall be exercised only in accordance with this Section 020.030.120.

(b) For purposes of this Section 020.030.120, electronic participation means participation by video or similar electronic means which is clear, uninterrupted and allows two way communication for the participating Member.

(c) Telephonic or electronic participation by a Member shall be permitted only upon the occurrence of the following:

(1) The Member(s) who desires to participate by telephone or electronically provides notice of his or her desire to participate by telephone or electronically and his or her telephone or electronic contact information to the City Clerk sufficiently in advance of the meeting so that the City can provide the technical means necessary to fulfill such request.

(2) The meeting in which the Member wishes to participate by telephone or electronically is not a quasi-judicial hearing or executive session.

(3) The Member is unable to physically attend the meeting due to illness, family emergency, work obligations, or other special circumstances and not merely for the convenience of the Member to avoid physically attending a particular meeting.

(4) The Members physically present at the City Council meeting make a finding that the requesting Member has satisfied the requirements of this Section 020.030.120.

(d) A Member participating in a City Council meeting by telephone or electronic means shall not be counted toward the establishment of a quorum for any City Council meeting.

(e) It is the intent of this Section 020.030.120 that telephonic or electronic participation shall be an infrequent or occasional substitution for physical attendance by a Member at City Council meetings and shall not occur by one Member more than twice annually.

(f) If a Member requests and receives approval to participate in a certain meeting by telephone or electronically, the Member is also expected to participate by telephone or electronically at other meetings that are scheduled during the Member's absence.

(g) Members at a City Council meeting may discontinue the use of the telephonic or electronic participation by a Member where the telephonic or electronic participation results in unreasonable delays or interference in the City Council meeting process. Such discontinuance shall be decided by a majority vote of those Members physically present.

(h) Application of this Section 020.030.120 is expressly limited to meetings of the City Council. The members of other City boards and commissions shall not have the privilege of telephonic or electronic participation in meetings.

Section 3. Any and all ordinances or parts of ordinances in conflict herewith shall hereby be repealed to the extent of the conflict only.

Section 4. If any section, subsection, clause, phrase, or provision of this ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS ____ DAY OF _____, 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, 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 _____, 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

- Agenda Item:** Additional Contract Services for the US EPA Brownsfield Area-Wide Planning Services Contract/Stromberg/Garrigan & Associates, Inc.
- Action Requested:** Approve a proposal for a supplemental scope of work with Stromberg/Garrigan & Associates, Inc. for the US EPA Brownfields Area-Wide Planning effort for \$26,575
- Department:** Economic and Community Development
- Presented By:** Jennifer Ooton, Assistant City Manager
- Background Info:** Attached please find a proposal for supplemental services from Stromberg/Garrigan & Associates, Inc. (SGA) to finalize the Glenwood: Moving Forward Together Area-Wide Plan.
- The Moving Forward Together Plan is funded by a \$200,000 EPA Brownfield Area-Wide Planning grant. SGA is currently contracted for \$188,500 worth of services. Over the past several months, additional site constraints in the Confluence Area have been identified, including setbacks related to the railroad Right-of-Way and constraints related to the Civic Complex. This additional information has delayed the final draft of the plan, which was originally anticipated to be completed this summer.
- These technical constraints have impacts on the development yield for the Confluence, and SGA is proposing to show several alternatives that are feasible options for the site, depending on the future status of the railroad ROW. The proposal includes an additional \$25,000 for drafting the alternatives and \$1,575 for one additional in-person meeting (beyond the one remaining trip for the final Area Wide Plan presentation).
- City staff will work with the EPA to move \$5,000 that is remaining in the grant that was originally budgeted for supplies to this item, if it is possible, and then would need to allocate the remainder of the increase from fund balance. The line-item budget for this project is 01-141-7190 in the Community Development – Administration and Planning Budget.
- Issues:** This is an unbudgeted expense for 2018.
- Staff Recommendation:** Staff recommends approval for the supplemental scope of work with Stromberg/Garrigan & Associates, Inc. for the US EPA Brownfields Area-Wide Planning effort.



STROMBERG/GARRIGAN & ASSOCIATES, INC.
102 E. Main Street – The Penn Building
Suite 300
Somerset, PA 15501
Tele: 814.443.1073
Fax: 814.444.0484

October 8th, 2018

Ms. Debra Figueroa, City Manager
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

RE: Scope of Work Addendum #2 to U.S. EPA Brownfields Area-Wide Planning Services Contract

Dear Ms. Figueroa:

As we discussed during my recent meetings with you and City staff, we have spent a significant amount of time and effort working out several critical and nuanced issues related to development feasibility at the Confluence. All of these items have come to light after our data queries at the beginning of the planning process and since the March 2018 series of meetings. Specifically, critical information related to the RFTA Right-Of-Way (ROW) has surfaced in several follow-up discussions that occurred since March, including with RFTA's legal counsel, with the most critical information being related to the modifications to the existing ROW lines as a part of the railbanking and ROW and easements acquisitions. Furthermore, additional new details that greatly complicate a key principle of the planning effort, ensuring development continuity and connectivity along 7th Street, between the core of downtown and the Confluence, arose from a series of meetings with Garfield County elected officials and staff, including those from the Sheriff's Department and the Courts/Judicial Branch.

We feel it is critically important at this point in the process to not create a conceptual reuse plan for the Confluence Area that potentially has major limiting constraints or flaws. The only way for us to overcome this possibility was to significantly delve into the technical details to determine exactly how each element could fundamentally influence and shape the reuse potential for the study area. This includes determining where and how development could occur, but also how much can be supported, specifically related to the functional realities of the parking needs for each proposed building and use. All of these factors are dramatically impacted by the information we gleaned since March. Again, since significant information that impacts the overall development feasibility, yield, and potential phasing, has come to light since the March 2018 Conceptual Plan was presented, the notion of creating a single "preferred" plan would not appear to be possible nor prudent since there are several distinct future routes to overcome, based on the factor identified. Instead, we are proposing that three plan alternatives be prepared with very clear and distinct parameters for each alternative. The three plan alternatives will provide the City with flexibility based on the future status of the RFTA ROW, with one specifically (Alternative B) being the most far reaching yet the one with the greatest potential outcome and benefit.

Alternative A – This alternative will be based on the pre-RFTA agreement ROW width of 55' and zero residential setback from the RFTA ROW. This would be a refinement of the Conceptual Master Plan presented at the March 2018 public meetings. This alternative could be considered the "middle ground" alternative in terms of development yield and achieving the overall community-desired character for the area.

Alternative B – This alternative will consider the potential future elimination of the RFTA ROW, i.e. removal of the berm entirely from 8th Street to the UPRR ROW. This plan is anticipated to have the maximum amount of developable area for private development.

Alternative C – This alternative will show the RFTA ROA at 100' wide and again with the assumption of a zero setback from the RFTA ROW for residential development. This plan is anticipated to have the least amount of developable area for private development.

In order to include all of the above elements into the AWP document, we estimated it will require an additional \$32,000 in effort. Since we feel we should have been more proactive in engaging the City in addressing our concerns about multiple iterations of disclosures regarding new factors that significantly impacted the development of a viable reuse plan that was substantially completed, we have decided to only request an additional \$25,000 to complete the work defined in this addendum. We feel this amount is fair and will allow us to create a final document that meets the U.S. EPA requirements and provides the City with a greatly enhanced set of plans and supporting documentation to aid in decision-making moving forward. We realize the number of moving factors related to how the Confluence area ultimately undergoes redevelopment will likely continue, so having feasible yet flexible plan options, based on the detailed technical realities as we have been able to define them to-date, will make the final AWP report the most useful for the City.

We have one remaining trip to Glenwood Springs to present the final AWP plan recommendations budgeted in our base contract scope of work. Presentation and review of the alternatives described in this scope of work addendum are proposed and budgeted as video conference presentations. If the City desires additional in-person meetings, they would require an additional \$1,575.00 per trip to cover travel expenses.

Best Regards,



Sean C. Garrigan, RLA, AICP, ASLA
Principal
Stromberg/Garrigan & Associates, Inc.



City Council
STAFF REPORT
City of Glenwood Springs
November 1, 2018

Agenda Item: South Canyon Landfill Decision

Action Requested: This work session is for staff to present information to Council about the steps and timing of a plan to determine what we will do when the contract with our existing operator ends in April 2019

Sean Garrigan will present via Go to Meeting.

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Department: Public Works

Presented By: Robin Millyard, Public Works Director

Background Info: Our contract with Heartland ends next spring. The options we are considering are taking the landfill operations out to bid or take landfill operations in-house.

Issues: Cost, timeline, ability for the City to self-perform. There is a landfill agenda item in the evening session. Ideally Council will be able to give staff direction at that time. However, the relevant information will be walked into this work session so Council will not have had the opportunity to review the information prior to November 1.

Staff Recommendation: Staff defers to Council



City of Glenwood Springs South Canyon Landfill

Cost Comparison of Operational Options

Draft Report

October 19, 2018



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Introduction

In April, 2018 Blue Ridge Services, Inc. (BRS) contracted with the City of Glenwood Springs to perform a study to assess the cost comparison of operational options for the City's landfill. The landfill is currently operated under contract by Heartland Environmental Services.

This study developed a financial model of the landfill's operation, comparing a contractor operation to a City operation. The study will assist the City in deciding how to proceed with future landfill operations. Several options are on the table and are discussed later in this report.

BRS initially submitted a questionnaire to the City to gain an overall picture of landfill operations. BRS also utilized the data provided from this questionnaire to analyze the current and potential operational options.

BRS President Neal Bolton P.E. visited Glenwood Springs in June, 2018 to perform on-site observations and analysis. During the site visit he collected photographs, observed landfill operations and conducted interviews and assessments of the facility.

Subsequently, Neal was able to speak at length with the owner of Heartland Environmental Services – the current (contract) operator of the landfill.

In October, 2018 Neal Bolton met with the City staff to present BRS initial findings. This report is based from that initial presentation and the comments received at that time.

Summary and Recommendations

Landfill Operations

The South Canyon Landfill is a good landfill. Its location provides easy, convenient access to most Glenwood Springs waste generators and haulers – yet has plenty of privacy. The landfill has no close neighbors – a fact that helps minimize potential issues related to odor, noise, birds, dust, traffic and other nuisance issues common to many landfills. The facility appears to be organized and well-run. However, are concerned base operations cost – as well as the cost of many of the peripheral activities.

In general, we believe the City’s focus should be on actual landfill activities – Pushing, Compacting and Covering the trash – and that most of the peripheral activities should be eliminated. Areas where we propose change are listed here:

Compost Operation

BRS recommends discontinuing the compost operation due to excess cost associated with it. The compost lagoon can be utilized as another evaporation pond and all dredging’s can be landfilled.

Concrete Crushing Operation

The landfill should be selective in terms of only crushing concrete that is too large to use *as-is*. In some cases, the concrete rubble can be directly applied as base for tipping pads and roads within the site and compacted by a bulldozer. The landfill should develop a detailed fill sequence plan that will identify the location of future tipping pad(s) and roads, so that those pads be constructed a year or more prior to them being used and the concrete placed there by customers – to minimize multiple handling by landfill staff.

Material Movement

BRS recommends that the placement of materials and processes be assessed to eliminate inefficiencies and travel distances.

Tipping Fees

BRS recommends that the City *consider* increasing tipping fees to the level of at least the next highest landfill in the area to increase potential revenue. However, we caution that this should only be done after careful consideration of the local “waste” market.

Cost Model

We ran a basic cost model to determine the approximate cost of the City operating the landfill. This cost model was based on our proprietary LFCost Model. The results of that model indicate that the additional costs cost to operate the facility would be just over \$1million per year – compared to the current contractor cost of \$1.985million per year.

It should be noted that our \$1million cost includes approximately \$135,000 for handling sludge, composting and recycling. This cost reflects a reduced emphasis on these activities – as explained later in this report. Our cost model also includes some additional overhead and contingency – which could increase the overall cost to \$1.3million per year.

Ranking System

Under our ranking system, we believe the preferred option is for the City to operate the landfill.

Operation of the Landfill

We strongly recommend that the City shift the focus of the landfill operation to the basic process of waste disposal. The peripheral activities are not cost-effective, nor are they producing enough benefit to justify their cost.

Throughout the North-American waste industry, most landfills are owned and operated by the same entity, be it a City, County or private company. However, there are many instances where the landfill owner contracts with an outside contractor to run the landfill – similar to what is currently being done in Glenwood Springs. This contracted scenario can work well, but it does have some inherent issues where the perspective and goals of the owner and operator may differ – and will in some cases be in direct opposition. Some of the more common issues include:

Airspace Utilization

Landfill airspace is the primary commodity that the landfill provides, but it can also be a point of conflict between the owner and contract operator. From the owner's perspective, conserving airspace (and its potential future revenue) is very important. Accordingly, for the owner there is a strong incentive to maximize waste compaction, reduce cover soil usage, and generally spend the money

necessary to reduce airspace consumption and extend landfill life as much as possible.

Conversely, from a contractor's perspective, while airspace may still be important, there is also a strong incentive to reduce operating costs. Unless there are strong performance standards (i.e., landfill compaction targets) established in the contract, future airspace is simply not that valuable to the contractor.

This explanation is not in any way intended to be a reflection of any contractor's ethics or desire to do a good job. It's just a fact of the different perspectives of an owner and contractor.

Planning and Development of Site Improvements

Similar differences can exist in regard to landfill planning and development of site improvements. Again, the owner's goal is often to maximize long-term efficiency and economy of the landfill, while the contractor's goal is to minimize cost during the contract period. As an example, on a similar project, the contractor was excavating daily cover soil from the easiest (and lowest cost) location, but this did not coincide with where the next lined cell was to be constructed (after the end of the contract). So, while the contractor was minimizing his costs, he was not minimizing the future cost to the owner by *pre-excavating* for the next lined cell.

Environmental Protection

Landfills are a permanent feature, which is why the landfill owner is required to provide groundwater monitoring and other *post-closure* maintenance... indefinitely. Along that same line, the landfill owner is typically first in the line of responsibility for any landfill-related environmental problems, costs or liability. For this reason, the owner is typically very motivated to maintain regulatory compliance and environmental integrity.

Again, this is not to say that a reputable contractor will not do his best to protect the integrity of the landfill – but in the end, it is the owner who is on the hook for any future problems.

Future Options

Through our evaluation of the South County Landfill, we have identified a number of options available on a *moving forward* basis, including:

1. Extend the Current Contract

The easiest option would be to simply extend the existing contract, using essentially the same scope of work and revising the Terms and Conditions to reflect whatever period of extension desired.

2. Renegotiate the Current Contract

There is also an opportunity to renegotiate the current contract, to tighten up specific areas that could reduce costs and provide increased benefit to the City.

3. Re-bid the Operation with a Scope of Work

The entire operating contract could be re-bid, allowing the opportunity for other contractors to compete for this work. This provides the same opportunity for updating the Scope of Work and Terms and Conditions as the “renegotiate” option, in a more competitive setting.

4. Re-bid the Operation with a Hybrid Scope of Work

Similar to option 4, the operation could be re-bid, with the scope limited to providing only equipment and equipment operators. Under this hybrid scenario, the City Landfill Manager would have the ability to direct the contractor’s work force, which would effectively be a hired staff.

5. Internalize the Operation of the Landfill

Finally, the City could internalize all aspects of landfill operation. This option would provide the City with the maximum amount of control over the processes and costs associated with landfill operation. This option will allow the City to make decisions that provide them with the most overall benefit.

We strongly recommend that the City review and understand these five options, but based on our experience in the industry, our review of this facility, and the ability to reduce cost, and provide maximum control and flexibility, we strongly recommend the City go with option number 5 – To internalize the operation of the landfill.

Findings

We believe that there are some immediate opportunities for operational improvement that will reduce cost and will present these followed by our assessment of the optimal landfill operations cost. We will review:

- The Compost Operation
- The Concrete Crushing Operation
- Material Movement
- Tipping Fees
- Operational Cost Model
- Ranking System for City Options

Compost Operation

The landfill produces compost from the following materials:

- **Septic Waste** - Septic waste material is received year-around at the landfill. From May-September, this material is placed into 2 evaporation ponds. During these warm, dry months, much of this material evaporates. However, during the remainder of the year, this material is mixed with green waste and cardboard to create a compostable material.
- **(Restaurant) Grease** - Restaurant grease waste is not placed in the evaporation pond, but is instead blended with cardboard and processed green waste in preparation for composting.



Sludge-Drying Pad

- Carwash Sump Material - Carwash sump material is also blended with processed green waste and cardboard for composting. During summer months, the volume of this material typically doubles what comes in during the winter.



Processed Green Waste

- Green (yard) Waste - Green waste, which consists of branches, leaves, grass clippings and other vegetation, is processed (by a grinder) and mixed with other materials for composting.
- Cardboard - Segregated cardboard waste comes into the landfill and is periodically “dunked” into the above listed wet wastes, then mixed into the compost process.

All of these materials are ground up, blended, periodically turned (flipped) screened and cured to make a compost product. But, even though the finished compost material is an attractive product, the entire process operates at a significant loss. In fact, in 2017, the City paid the contractor \$386,228 to produce compost – and only generated \$56,920 in revenue... for an annual loss of \$329,308.



Cardboard Storage Area

Paid to Heartland 2017	City Revenue 2017	Gap
\$386,228	\$56,920	\$329,308

We recognize that some of these high-moisture materials generate revenue, and that by receiving them, the landfill is providing an important service to a portion of the community. But from a business perspective, we do not believe that a relatively small landfill can afford to continue subsidizing activities such as composting.

From this perspective, we strongly recommend that the City stop producing compost at the landfill. Other options may include some combination of the following:

- Simply landfill all inbound (non-liquid) waste material;
- Minimally processing the green waste to create a rough mulch that could be applied to perimeter landfill slopes as ground cover or erosion control;
- Stockpile compostable material and arrange to have an outside composting company export or process the material;
- Expand the size of the evaporation ponds and install additional systems to help increase evaporation – so that all inbound septic waste and carwash sump material can be evaporated. It may be necessary to construct/utilize separate evaporation ponds for these two material types.
- Limit the receipt of restaurant grease to material that does not contain free liquids – and simply landfill this material.
- The residual solids in the evaporation ponds will need to be removed periodically (probably every 1-3 years). This material could – when dry and with proper testing – be landfilled or perhaps used as Alternative Daily Cover (ADC).



Stockpile of Compost

In the short-term, we recognize that some money will need to be invested to enlarge or create additional evaporation pond capacity. It is beyond the scope of our assessment to determine those costs. However, based on our experience, we strongly believe this will be a much more economical and sustainable option – than the current composting process.

Concrete Crushing Operation

It is common practice for landfills to construct all-weather roads and tipping (unloading) pads. Typically, this includes placing a layer of gravel or concrete/asphalt rubble on the landfill roads or tipping pads.

In 2017, the landfill received 1,762 tons of clean (dirt-free) concrete (at \$20/ton) and 1,994 tons of dirty concrete (at \$40/ton). Combined, this material generated approximately \$115,000 in revenue. This material was crushed by the landfill contractor at a cost of \$25,000, netting approximately 3,634 tons of finished gravel.

In this instance, the landfill ended up with \$90,000 in revenue and 3,634 tons of gravel. This is good business.

We suggest that the landfill continue receiving clean and dirty concrete, with the following recommendations to further improve the operation:

- Identify ahead of time, where all-weather roads and pads will be located, and have customers place that material in those locations. This type of strategic placement will put the material where it's needed – and reduce the City's cost of picking it up and moving it. Instead, it can be processed where it's needed. We believe the added cost of moving the crushed material was not accounted for in the contractor's \$25,000 fee but was instead included in their normal cost of operating the landfill. Thus, the City is ultimately paying to move this material.
- Maintain two separate stockpiles of concrete rubble. One for larger chunks of concrete that must be processed, and another stockpile of concrete/asphalt that is of a size that can be used without processing. Using small chunks of rubble

as a road surface is very common practice at landfills because it is less costly (i.e., no processing cost) and it is also more durable and less likely to be contaminated and compromised with dirt and mud that's tracked out of the active fill area.

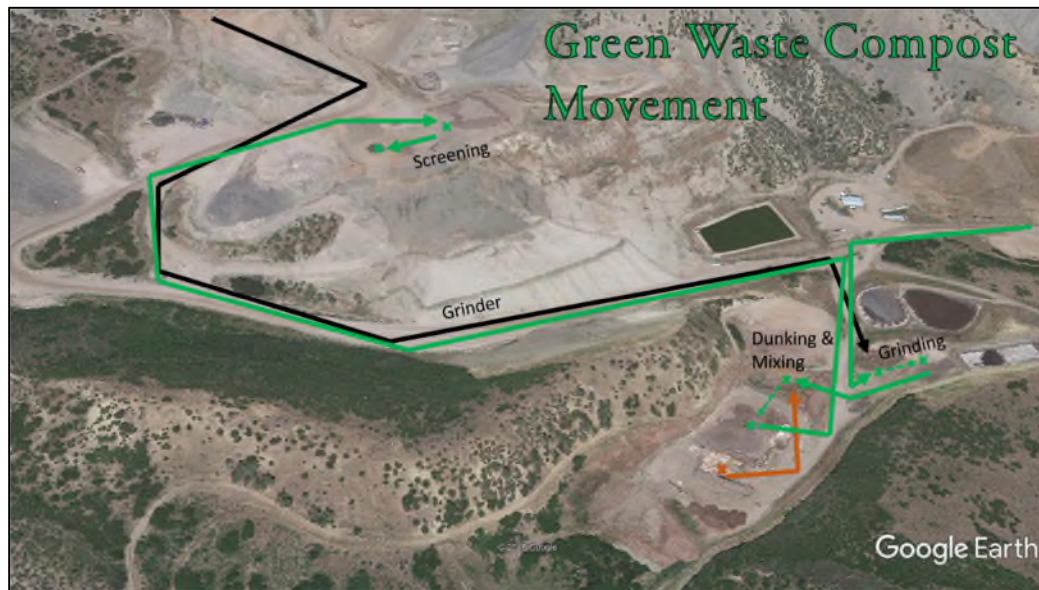
- Consider raising rates for clean and dirty concrete, based on the landfill's current projected need for this material.
- Along that line, we suggest the City establish a pricing *range*, within which the landfill manager can adjust without specific board approval. This would allow the manager to adjust the rate of inbound rubble, by adjusting the gate rate on a seasonal or market-response basis.



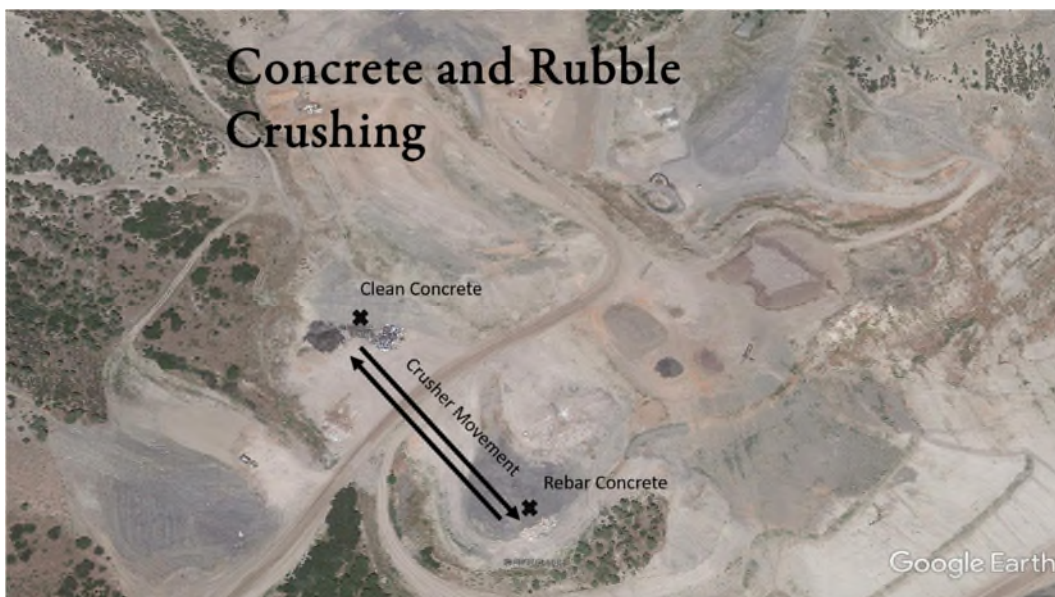
Unprocessed Concrete Used for Access Road

Material Movement

One of the simplest ways to reduce costs at the landfill is to reduce multiple-handling of material. It's a fact: Every time material is moved, there is a cost. Minimizing the amount of handling *and* the distance moved is essential to conducting operations in an efficient manner. These two Figures illustrate the current inefficient flow of material with an (x) marking each point of handling of the material.



Movement of Green Waste On-site



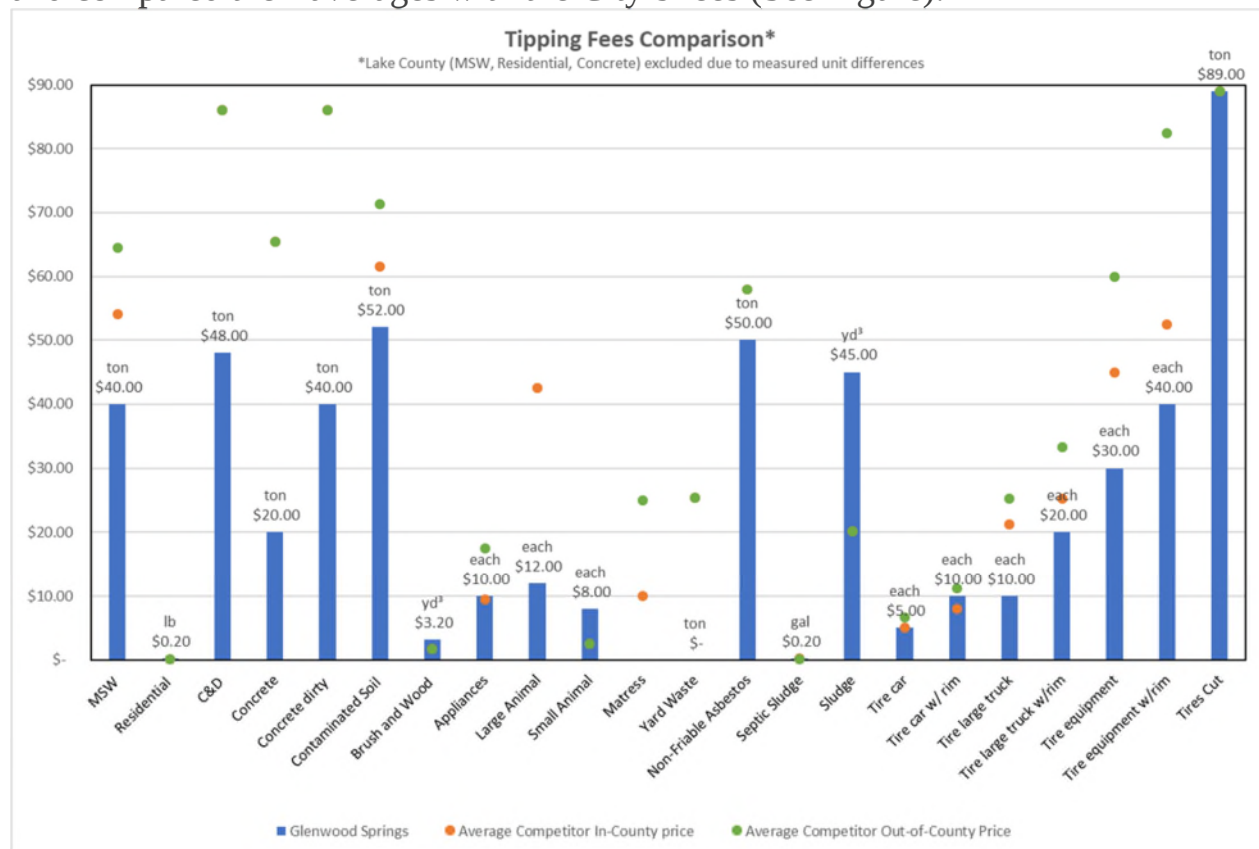
Movement of Crusher for Concrete Operations

As can be seen there is a lot of inefficiency in the current system. Each movement by a piece of equipment has a cost associated with it. At this point, those multiple-handling costs are absorbed by the contractor – the City is ultimately paying for it.

We recommend additional planning – including detailed Fill Sequence Planning – could help to reduce costs associated with excessive handling.

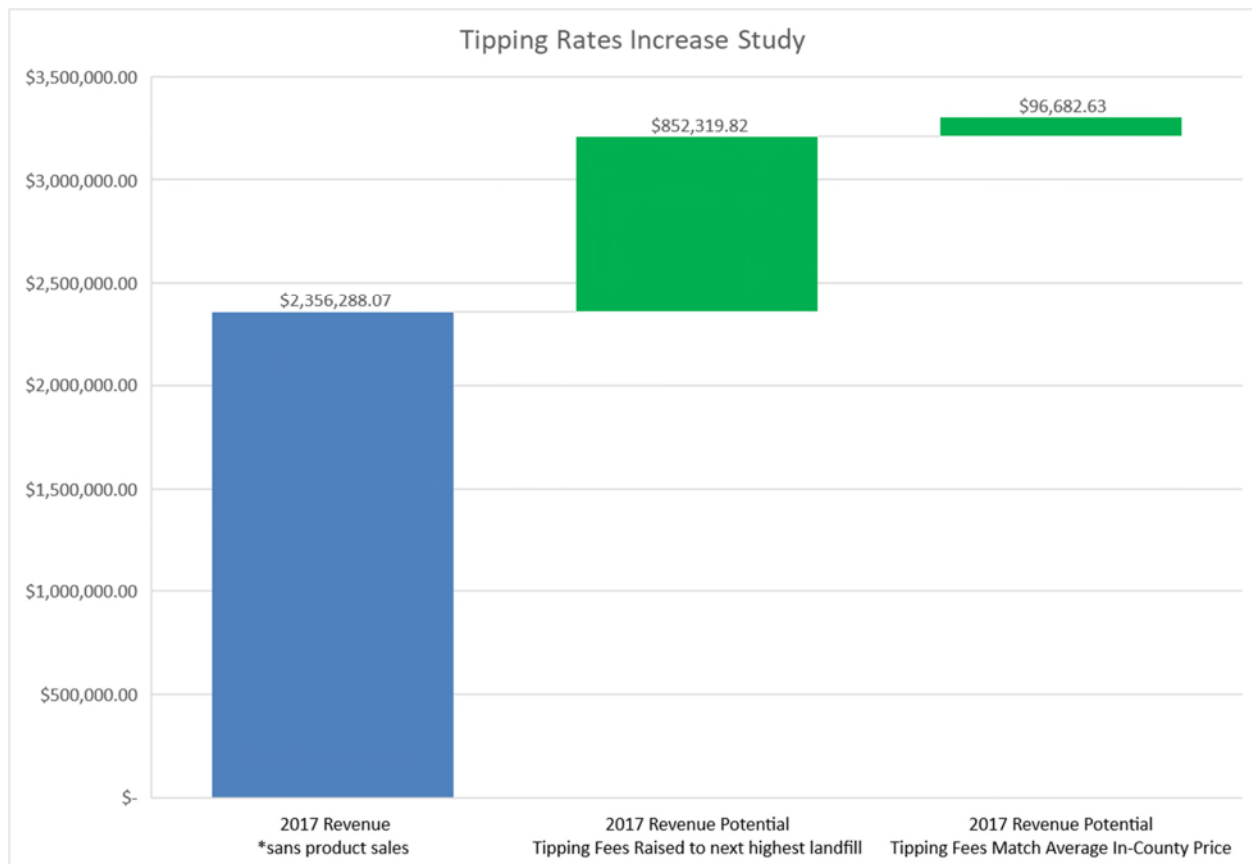
Tipping Fees

BRS conducted a study of nearby landfills in order to assess Glenwood Springs' current pricing strategy. We believe that – in some cases – there may be an opportunity to increase revenue by balancing current pricing levels with nearby facilities. BRS took the posted tipping fees for the nearest landfills (Appendix B) and compared their averages with the City's fees (See Figure).



Tipping Fees Comparison

The data clearly indicate that Glenwood Springs is on the lower end of the pricing scale for most materials in the area. However, we recommend that the current landfill manager and other key decision-makers meet, to determine how any proposed price increase could help improve the landfill's bottom line – without jeopardizing the continued flow of inbound tonnage.



City Increase of Fees Study

If the City adjusts its fees to match the current landfill market there is a potential \$949,002 in revenue available. However, as previously noted, we recommend any rate changes be carefully evaluated before implementation.

Cost Model

After developing a thorough understanding of the landfill, BRS utilized our proprietary LFCOST model to assess the potential cost of the City operating the landfill. This model evaluates fuel usage, machine hours, tons received, labor hours, etc. The model contains approximately 400 separate line items to fully account for the City's potential cost to run operations. The results of the model (See Table) show a substantial cost savings to the City from the current contractor run operation.

The substantial cost savings is due to BRS recommendations on operational changes. In addition to the manpower and equipment reductions by cutting composting and concrete crushing, we have a different operational picture of the landfill. We would request the City make the following changes to assume operating responsibility for the landfill:

- Add 2 heavy equipment operators and a laborer for a total City staff of 7.
- Acquire the following equipment;
 - o 816 Cat Compactor;
 - o D6T Cat Bulldozer;
 - o 924 Cat Wheel Loader;
 - o 4,000-gallon water truck;
 - o Service/fuel truck;
- Utilize a fill sequence plan improve overall landfill efficiency, which would – among other things – specifically address the following:
 - o Assess quarterly soil needs and then hire a contractor to quarterly or bi-annually, excavate the next period's soil and

<u>Operations Costs</u>	City Option		
	<u>Cost/Month</u>	<u>Annual Cost</u>	<u>Cost/Ton</u>
Scale-House	\$1,776.67	\$21,320.00	\$0.558
Office	\$54.17	\$650.00	\$0.017
Shop	\$2,769.49	\$33,233.87	\$0.870
Fuel Storage Area	\$261.90	\$3,142.86	\$0.082
Truck Wash Rack	\$701.14	\$8,413.72	\$0.220
Pre-Fill Stripping	\$2,647.98	\$31,775.81	\$0.831
Refuse Handling	\$27,308.93	\$327,707.14	\$8.575
Daily Cover	\$9,056.04	\$108,672.50	\$2.844
Intermediate Cover	\$3,436.16	\$41,233.88	\$1.079
Final cover	\$0.00	\$0.00	\$0.000
Equipment Maintenance	\$4,908.12	\$58,897.44	\$1.541
Litter Control	\$7,100.79	\$85,209.44	\$2.230
Security	\$205.95	\$2,471.43	\$0.065
Administration	\$416.67	\$5,000.00	\$0.131
Safety	\$1,483.17	\$17,798.00	\$0.466
Drainage/Erosion Control	\$1,629.22	\$19,550.60	\$0.512
Signs	\$151.54	\$1,818.47	\$0.048
Roads	\$5,529.61	\$66,355.29	\$1.736
Tipping Pad	\$2,255.21	\$27,062.58	\$0.708
Leachate Management	\$1,106.05	\$13,272.59	\$0.347
Methane Control System	\$791.67	\$9,500.00	\$0.249
Landfill Expansion	\$0.00	\$0.00	\$0.000
Entrance Facility	\$83.33	\$1,000.00	\$0.026
Recycling Diversion	\$4,844.46	\$58,133.52	\$1.521
Green Waste	\$3,836.59	\$46,039.08	\$1.205
Sludge Processing	\$2,602.46	\$31,229.46	\$0.817
Baler	\$0.00	\$0.00	\$0.000
Hand Tools	\$89.65	\$1,075.76	\$0.028
Subtotal:	\$85,047	\$1,020,563	\$26.705
\$0 Administrative Overhead:	\$0	\$0	\$0.00
Subtotal:	\$85,047	\$1,020,563	\$26.70
0.0% General Overhead:	-----	-----	-----
Subtotal:	\$85,047	\$1,020,563	\$27
8.0% General Overhead:	\$6,804	\$81,645	\$2.14
Subtotal:	\$91,851	\$1,102,208	\$28.84
0.0% Profit:	\$0	\$0	\$0.00
Subtotal:	\$91,851	\$1,102,208	\$28.84
20.0% Contingency:	\$17,009	\$204,113	\$5.34
Subtotal:	\$108,860	\$1,306,321	\$34.18
0.0% Contingency:	-----	-----	-----
Subtotal:	\$108,860	\$1,306,321	\$34.18
Equipment Capitalization, Includes:	\$0	\$0	\$0.00
0.0% Used Equip Contingency	\$108,860	\$1,306,321	\$34.18
Grand Total:	\$108,860	\$1,306,321	\$34.18

strategically stockpile it out in front of the operation.

- o Determine the location where concrete will be used next and show how the area should be prepped to allow customers to place the material there directly.
- o Do the same thing for green waste and wood waste – so that it can be strategically placed where it can be used (after processing) as mulch for erosion control on slopes.
- o Identify (on the drawings) the quantity of airspace consumed (and the duration) for each individual step of the fill sequence plan.
- o Identify drainage systems, litter control systems, access, and other critical components at each step of the plan.

Ranking Score

We also ranked the City (as operator) v. the Contractor options. See Appendix A for actual ranking scoring. Based on our scoring system, we rank the City option as the most favorable, mostly due to benefits in Cost, Project Control and Flexibility.

Appendix A

Ranking System

Evaluation Summary

Section	Max Score	City Option	Contractor Option
Administration	10	5.00	7.50
Experience	20	17.50	20.00
Cost	30	15.00	5.00
Efficiency	10	7.50	7.50
Project Control & Flexibility	30	30.00	15.00
Total	100	<u>75.00</u>	<u>55.00</u>

Administration

Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides least personnel management responsibilities	1	5		
Provides low personnel management responsibilities	.75	5		3.75
Provides moderate personnel management responsibilities	.5	5	2.5	
Provides maximum personnel management responsibilities	.25	5		
Administrative Overhead Required				
Explanation	Ranking	Multiplier	City Option	Contractor Option
Requires the least administrative oversight	1	5		
Requires low administrative oversight	.75	5		3.75
Requires moderate administrative oversight	.5	5	2.50	
Requires maximum administrative oversight	.25	5		

Section Total

Sub-section	Max Score	City Option	Contractor Option
Personnel Management	5	2.50	3.75
Administrative oversight Required	5	2.50	3.75
Total	10	5.00	7.50

Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience operating similar landfill(s)	1	5		5.00
Has 3-9 years of experience operating similar landfill(s)	.75	5		
Has less than 3 years of experience operating similar landfill(s)	.5	5	2.50	
Has no experience related to operating similar landfill(s)	.25	5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience operating heavy equipment	1	2.5	2.50	2.50
Has 3-9 years of experience operating heavy equipment	.75	2.5		
Has less than 3 years of experience operating heavy equipment	.5	2.5		
Has no experience operating heavy equipment	.25	2.5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience managing landfill operations	1	5	5.00	5.00
Has 3-9 years of experience managing landfill operations	.75	5		
Has less than 3 years of experience managing landfill operations	.5	5		
Has no experience managing landfill operations	.25	5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Has at least 10 years of experience managing heavy equipment	1	2.5	2.50	2.50
Has 3-9 years of experience managing heavy equipment	.75	2.5		
Has less than 3 years of experience managing heavy equipment	.5	2.5		
Has no experience managing heavy equipment	.25	2.5		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides maximum design experience	1	5	5.00	5.00
Provides moderate design experience	.75	5		
Provides low design experience	.5	5		
Provides no design experience	.25	5		

Experience

Section Total

Sub-section	Max Score	City Option	Contractor Option
Landfill Operational Experience	5	2.50	5.00
Heavy Equipment Operational Experience	2.5	2.50	2.50
Landfill Management Experience	5	5.00	5.00
Heavy Equipment Management Experience	2.5	2.50	2.50
Landfill Design Experience	5	5.00	5.00
Total	20	17.50	20.00

Operating Cost - Explanation	Ranking	Multiplier	City Option	Contractor Option
Anticipated significant decrease in cost (10% or more)	1	15	15	
Anticipated slight decrease in cost (0-9%)	.75	15		
Anticipate slight increase in cost (0-9%)	.75	10		
Anticipated significant increase in cost (10% or more)	1	5		5

Cost

Section Total

Sub-section	Max Score	City Option	Contractor Option
Operating Cost	15	15.00	5
Total	30	15	5

Efficiency

Explanation	Ranking	Multiplier	City Option	Contractor Option
Level of landfill efficiency is maximized	1	10		
Level of landfill efficiency is average	.75	10	7.50	7.50
Level of landfill efficiency is below average	.5	10		
Poor level of landfill efficiency	.25	10		

Section Total

Sub-section	Max Score	City Option	Contractor Option
Overall Efficiency	10	7.50	7.50
Total	10	7.50	7.50

Control & Flexibility

Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides maximum project control	1	15	15.00	
Provides moderate project control	.75	15		
Provides low project control	.5	15		7.50
Provides no project control	.25	15		
Explanation	Ranking	Multiplier	City Option	Contractor Option
Provides maximum flexibility	1	15	15.00	
Provides moderate flexibility	.75	15		
Provides low flexibility	.5	15		7.50
Provides no flexibility	.25	15		

Section Total

Sub-section	Max Score	City Option	Contractor Option
Project Control	15	15.00	7.50
Flexibility	15	15.00	7.50
Total	30	30.00	15.00

Appendix B

Local Tipping Fee Survey

Type	Unit	Glenwood Springs	Summit County	Mesa County	Garfield County (Out of County)	Garfield (In-County)	Pitkin County	Lake County (out of County)	Lake County (In-County)
MSW	ton	\$ 40.00	\$ 58.00	\$ 30.00	\$ 84.00	\$ 42.00	\$ 86.00	\$90 yd^3	\$30 yd^3
Residential	lb	\$ 0.20	\$ 0.07				\$ 0.04	\$45 yd^3	\$15 yd^3
C&D	ton	\$ 48.00					\$ 86.00		
Concrete	ton	\$ 20.00	\$ 45.00				\$ 86.00	\$75 yd^3	\$25 yd^3
Concrete dirty	ton	\$ 40.00					\$ 86.00	\$225 yd^3	\$75 yd^3
Contaminated Soil	ton	\$ 52.00	\$ 78.00	\$ 50.00		\$ 32.00	\$ 86.00		
Brush and Wood	yd^3	\$ 3.20	\$12 ton				\$ 2.86		
Appliances	each	\$ 10.00			\$ 10.00	\$ 10.00	\$ 6.50	\$ 36.00	\$ 12.00
Large Animal	each	\$ 12.00			\$ 10.00	\$ 10.00		\$ 225.00	\$ 75.00
Small Animal	each	\$ 8.00			\$ 5.00	\$ 5.00		\$ -	\$ -
Matress	each				\$ 5.00	\$ 5.00		\$ 45.00	\$ 15.00
Yard Waste	ton	\$ -	\$ 31.00				\$ 45.00	\$ -	\$ -
Non-Friable Asbestos	ton	\$ 50.00		\$ 30.00			\$ 86.00		
Septic Sludge	gal	\$ 0.20			\$ 0.15	\$ 0.30	\$30 ton		
Sludge	yd^3	\$ 45.00		\$22 ton					
Tire car	each	\$ 5.00	\$ 10.00	\$ 3.00	\$ 2.50	\$ 2.50	\$ 6.00	\$ 12.00	\$ 4.00
Tire car w/ rim	each	\$ 10.00	\$ 10.00	\$ 6.00	\$ 2.50	\$ 2.50	\$ 13.50	\$ 24.00	\$ 8.00
Tire large truck	each	\$ 10.00	\$ 40.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ 26.50	\$ 30.00	\$ 10.00
Tire large truck w/rim	each	\$ 10.00	\$ 40.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 26.50	\$ 60.00	\$ 20.00
Tire equipment	each	\$ 30.00	\$ 75.00	\$200/ton	\$30/ton	\$30/ton		\$ 45.00	\$ 15.00
Tire equipment w/rim	each	\$ 40.00	\$ 75.00	\$200/ton	\$30/ton	\$30/ton		\$ 90.00	\$ 30.00
Tires Cut	ton	\$ 89.00			\$ 89.00	\$ 89.00			



Cost Comparison of Operation Options

City Council Workshop

October 22, 2018



Introduction and Meeting Plan

Blue Ridge Services, Inc. has been asked to conduct a cost assessment of the current operations at Glenwood Springs Landfill. We have performed both an on-site analysis and a data analysis of the landfills operations. We believe that there are some immediate opportunities for operational improvement that will reduce cost and will present these followed by our assessment of the optimal landfill operations cost. We will review:

- The Compost Operation
- The Concrete Crushing Operation
- The movement of site material
- Tipping Fees
- Operational Cost Model



Compost Operation

Cost to the City

- \$386,228 paid to Heartland in 2017 for Compost Processing
 - \$329,308 gap in cost for 2017.
 - Glenwood Springs is paying \$195/ton to divert compostable material off site.
 - The value of the landfill's airspace would have to equal \$195/ton for the compost operation to make any financial sense.
 - We are not taking into account tipping fees as customers would pay whether material was composted or landfilled.

City Revenue

- Total 2017 revenue from sales of compost and soil blend was \$56,920



Compost Operation

BRS Recommends discontinuing the compost operation due to the excess cost.

There are 2 options for the green waste:

1. Landfill the 50% that is currently being used for compost with the rest of incoming material.
2. Stockpile green waste and contract a grinder quarterly for production of ADC.

Glenwood Springs should utilize the compost lagoon as another evaporation pond and all dredging's should be landfilled.



Concrete Crushing Operation

- In 2016 the City paid the contractor \$28,700 to crush concrete to be utilized for road and tipping base.
- Clean concrete (72% of the City's concrete inflow was clean in 2017) can be applied directly as a base with no need for processing.
- Clean concrete under 2 feet of thickness can be taken directly to where it will be used, and applied by compacting with a bulldozer.



Concrete Crushing Operation

- The landfill should develop a detailed fill sequence plan that will identify the location of future tipping pad(s) and roads, and that those pads be constructed a year or more prior to them being used.
- The inbound select concrete would then be directed to these areas thus eliminating processing costs.
- The landfill crew would only be required to spread it periodically to provide customer access.
- The following slides contain pictures outlining and example of this process.



Improving Operations and Efficiency Since 1988



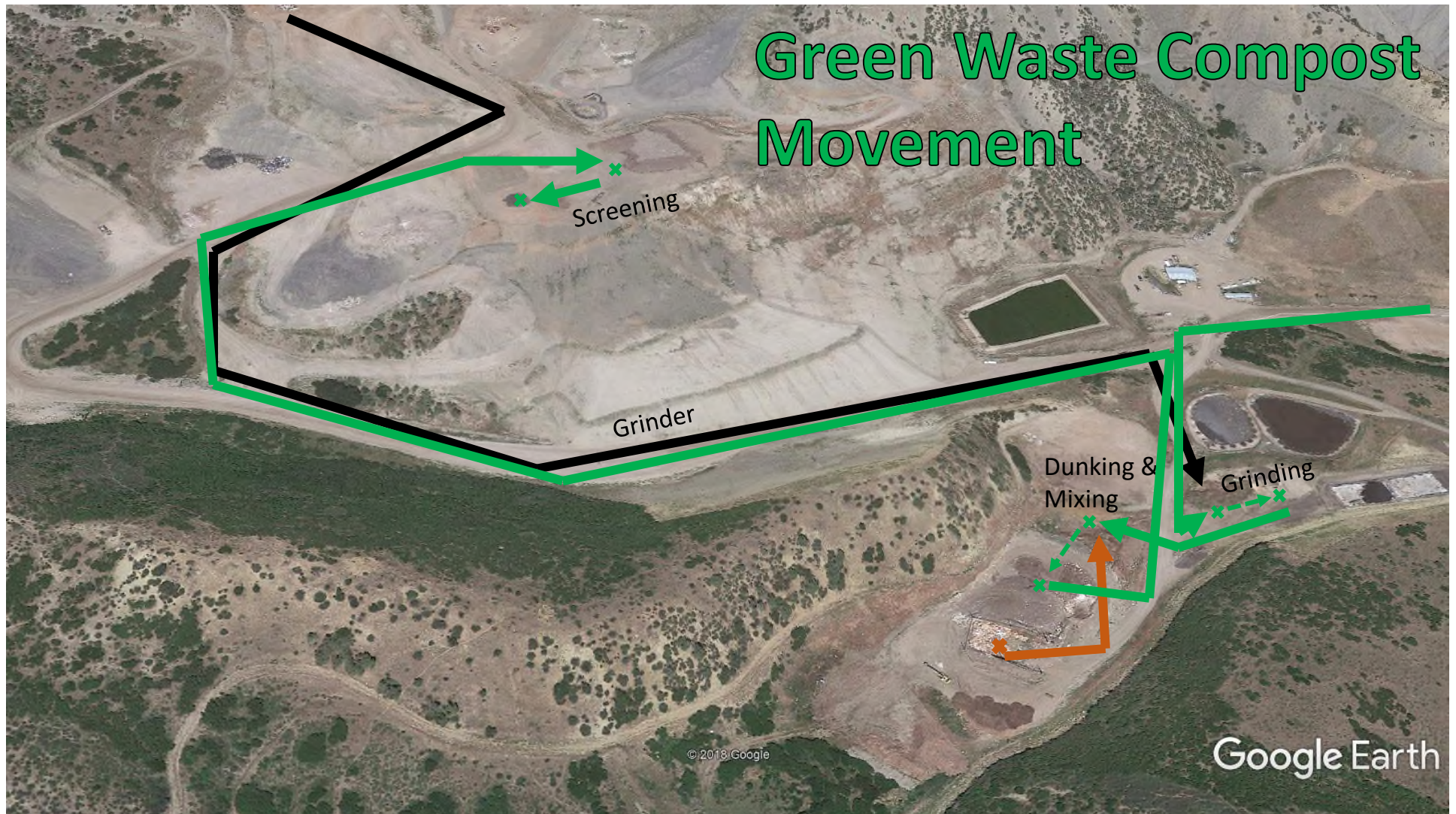
Improving Operations and Efficiency Since 1988



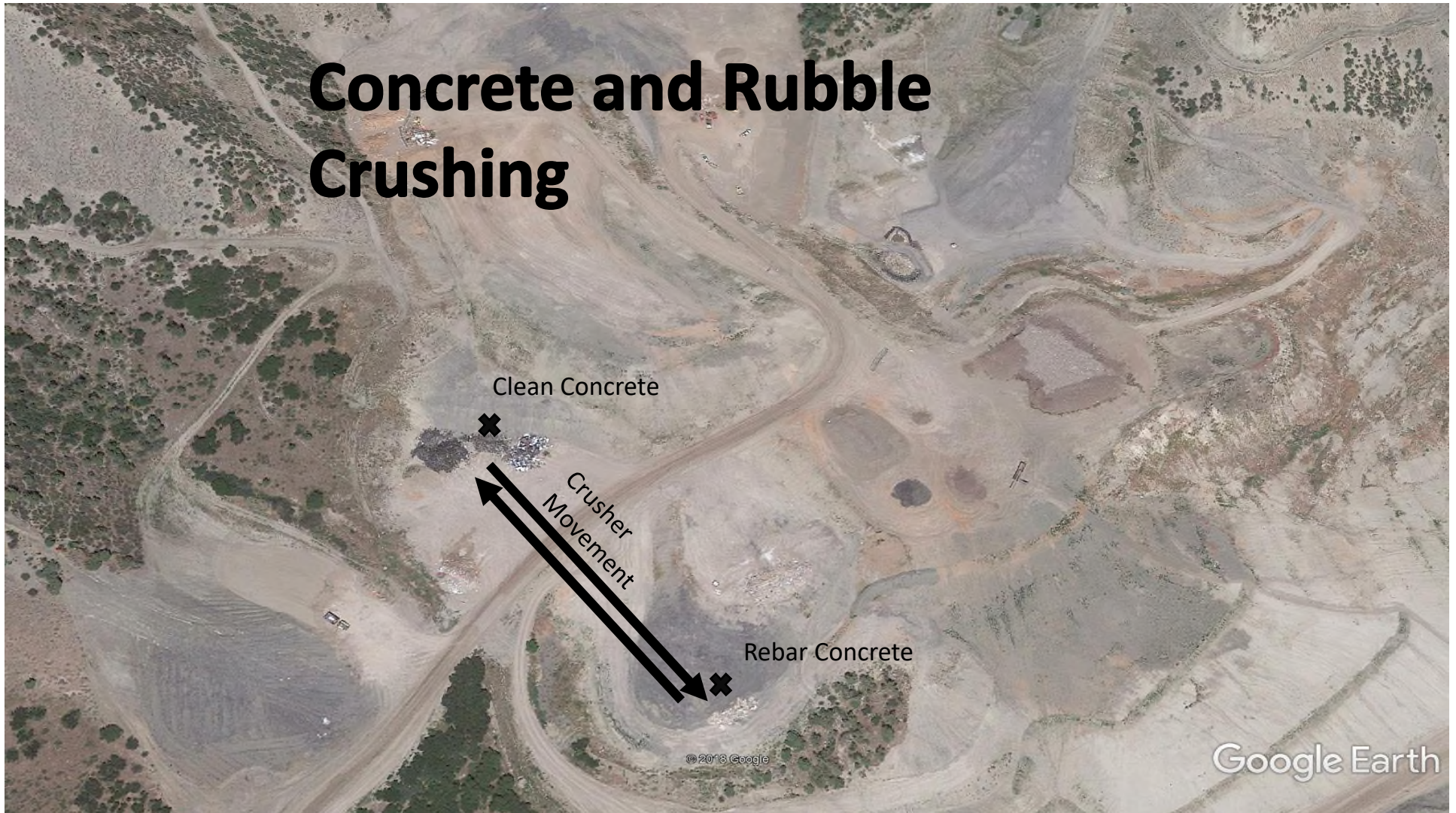
Material Movement in Facility

One of the major deficiencies in all landfills – and at this landfill – is excess material movement. Every time material is moved, it is touched by equipment and there is a cost. Minimizing the amount of touches and distance moved is essential to conducting operations in an efficient manner. In the following slides we will illustrate the current inefficient flow of material with an (x) marking each touch of the material.





Concrete and Rubble Crushing



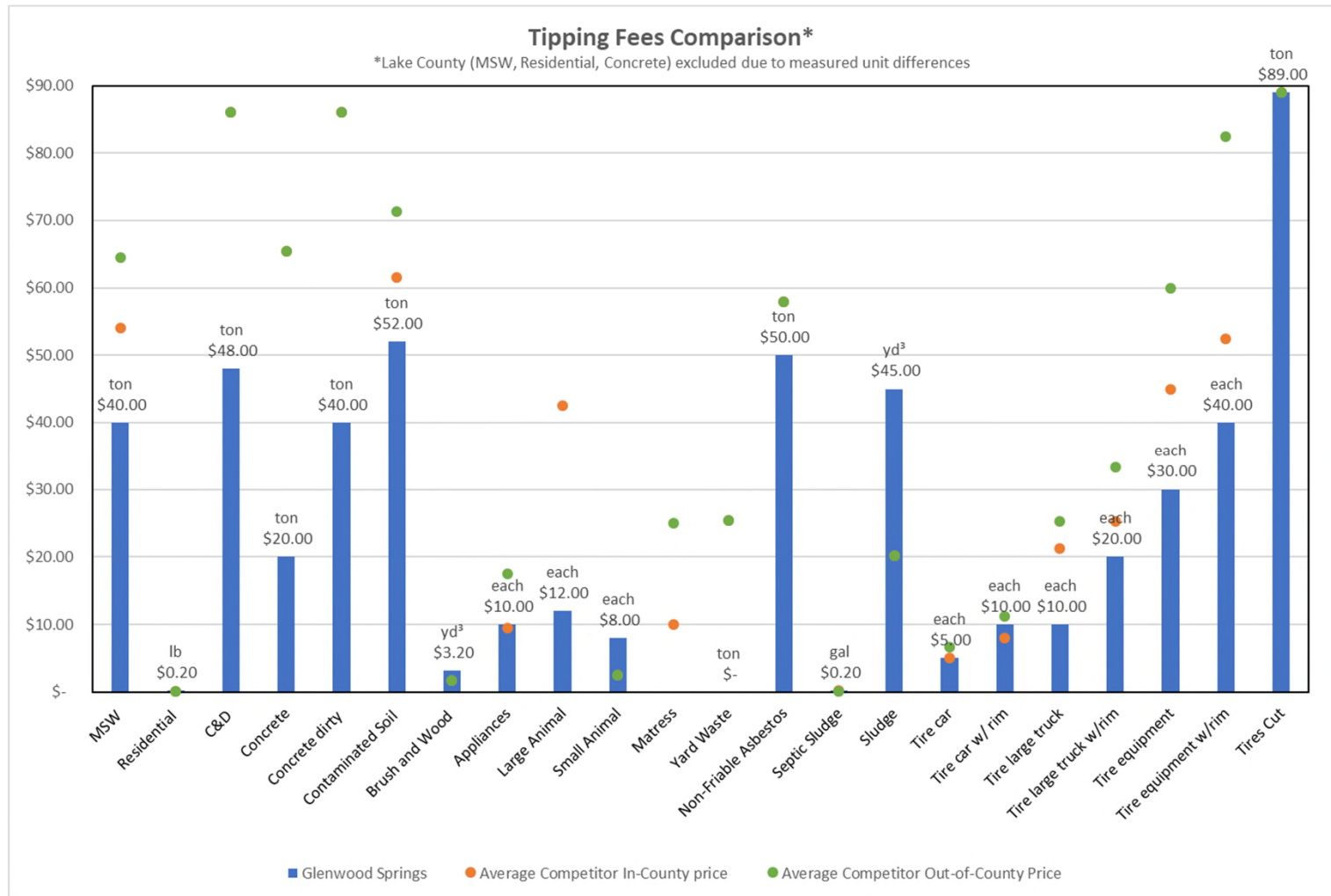
Tipping Fee Study

Per our proposal, BRS conducted a study of nearby landfills in order to assess Glenwood Springs current pricing strategy. We believe that there is an opportunity to increase revenue by balancing current pricing levels with nearby facilities.

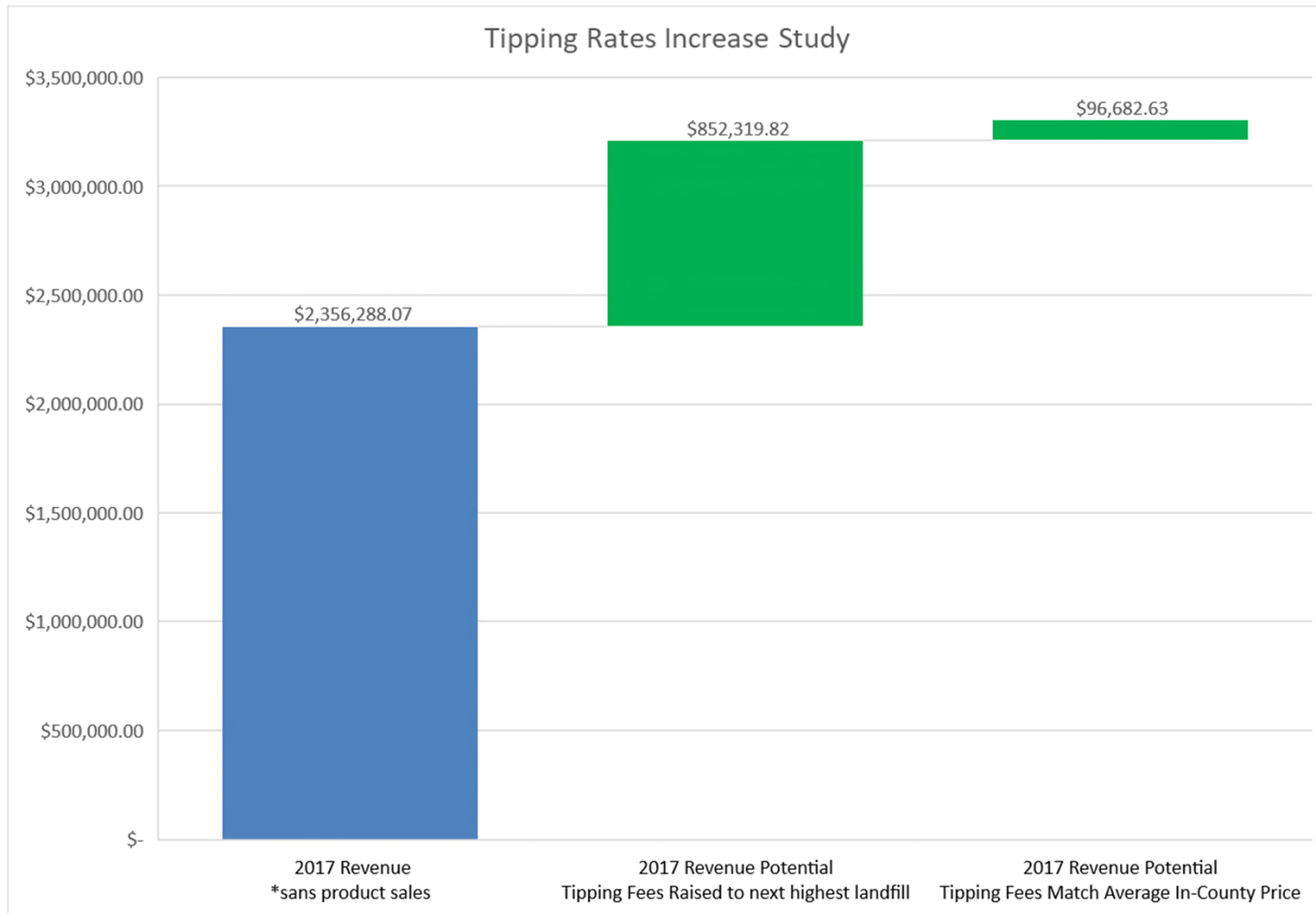
Any proposed fee increase should be balanced with the potential loss of tonnage. This is a supply and demand business.



Improving Operations and Efficiency Since 1988



Improving Operations and Efficiency Since 1988



Blue Ridge Services, Inc. Cost Model

- Rate increases(to the average regional rate) could potentially add \$949,002 in gross revenue from adjusting tipping fees... but assess potential to lose tonnage.
- Current contract for landfill operations is \$1,985,000/yr
- Through our cost modeling, we believe the City could conduct these operations on it's own for closer to \$1,000,000/yr
- Our model takes into account the necessary manpower and equipment additions the City would need to make to assume operational responsibility.



Improving Operations and Efficiency Since 1988

Operations Costs		City Option		
		Cost/Month	Annual Cost	Cost/Ton
Scale-House		\$1,776.67	\$21,320.00	\$0.558
Office		\$54.17	\$650.00	\$0.017
Shop		\$2,769.49	\$33,233.87	\$0.870
Fuel Storage Area		\$261.90	\$3,142.86	\$0.082
Truck Wash Rack		\$701.14	\$8,413.72	\$0.220
Pre-Fill Stripping		\$2,647.98	\$31,775.81	\$0.831
Refuse Handling		\$27,308.93	\$327,707.14	\$8.575
Daily Cover		\$9,056.04	\$108,672.50	\$2.844
Intermediate Cover		\$3,436.16	\$41,233.88	\$1.079
Final cover		\$0.00	\$0.00	\$0.000
Equipment Maintenance		\$4,908.12	\$58,897.44	\$1.541
Litter Control		\$7,100.79	\$85,209.44	\$2.230
Security		\$205.95	\$2,471.43	\$0.065
Administration		\$416.67	\$5,000.00	\$0.131
Safety		\$1,483.17	\$17,798.00	\$0.466
Drainage/Erosion Control		\$1,629.22	\$19,550.60	\$0.512
Signs		\$151.54	\$1,818.47	\$0.048
Roads		\$5,529.61	\$66,355.29	\$1.736
Tipping Pad		\$2,255.21	\$27,062.58	\$0.708
Leachate Management		\$1,106.05	\$13,272.59	\$0.347
Methane Control System		\$791.67	\$9,500.00	\$0.249
Landfill Expansion		\$0.00	\$0.00	\$0.000
Entrance Facility		\$83.33	\$1,000.00	\$0.026
Recycling Diversion		\$4,844.46	\$58,133.52	\$1.521
Green Waste		\$3,836.59	\$46,039.08	\$1.205
Sludge Processing		\$2,602.46	\$31,229.46	\$0.817
Baler		\$0.00	\$0.00	\$0.000
Hand Tools		\$89.65	\$1,075.76	\$0.028
Subtotal:		\$85,047	\$1,020,563	\$26.705
\$0 Administrative Overhead:		\$0	\$0	\$0.00
Subtotal:		\$85,047	\$1,020,563	\$26.70
0.0% General Overhead:		-----	-----	-----
Subtotal:		\$85,047	\$1,020,563	\$27
8.0% General Overhead:		\$6,804	\$81,645	\$2.14
Subtotal:		\$91,851	\$1,102,208	\$28.84
0.0% Profit:		\$0	\$0	\$0.00
Subtotal:		\$91,851	\$1,102,208	\$28.84
20.0% Contingency:		\$17,009	\$204,113	\$5.34
Subtotal:		\$108,860	\$1,306,321	\$34.18
0.0% Contingency:		-----	-----	-----
Subtotal:		\$108,860	\$1,306,321	\$34.18
Equipment Capitalization, Includes:		\$0	\$0	\$0.00
0.0% Used Equip Contingency		\$0	\$0	\$0.00
Subtotal:		\$108,860	\$1,306,321	\$34.18
Grand Total:		\$108,860	\$1,306,321	\$34.18



Blue Ridge Services, Inc. Cost Model

Why such a large difference?

In addition to the manpower and equipment reductions by cutting composting and concrete crushing, we have a different operational picture of the landfill. We would request the City make the following changes to assume operating responsibility for the landfill:

- Add 2 heavy equipment operators for a total City staff of 6.
- Acquire the following used equipment; 816 Cat Compactor, D6T Cat Bulldozer, 924 Cat Wheel Loader, 4,000 gallon water truck, Lube/Fuel Truck.
- Utilize fill sequence plan to assess quarterly soil needs and then rent scraper quarterly to build soil stockpile.



Questions / Comments



**AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON
LANDFILL, BD 2009-001**

This AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001 ("Agreement") is made this 1st day of June, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, The City of Glenwood Springs, a municipality under the laws of the State of Colorado ("City"), has created a landfill enterprise by virtue of Article XX, Sections 1 and 6 of the Colorado Constitution and intends to operate and maintain the landfill enterprise so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution. This landfill enterprise is created under Article 080.080 of the Glenwood Springs Municipal Code; and

WHEREAS, Article 080.080 of the Glenwood Springs Municipal Code empowers the Enterprise to enter into contracts to conduct and operate a public landfill and names the Governing Body of the Enterprise as the City Council of the City.

WITNESSETH:

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

1. Documents Constituting Agreement. This "Agreement" includes, and hereby incorporates by reference, the terms and provisions of and the rights and obligations of Enterprise and Contractor under (i) this document (this "Document"), (ii) the Contract Documents as defined in Proposal Number BD 2009-001 (including Addendum Number One and Addendum Number Two thereto) attached hereto and incorporated herein as Exhibit A (the "Contract Documents"), and (iii) Contractor's Landfill Operations Management Proposal dated February 18, 2009 attached hereto and incorporated herein as Exhibit B (the "Proposal"). The terms and provisions of this Document shall supersede any contradictory provisions in the Proposal or the Contract Documents, and the terms and provisions of the Proposal shall supersede any contradictory provisions in the Contract Documents. Enterprise hereby acknowledges and consents to the assignment of the rights and obligations of Heartland Environmental Services, LLC ("Heartland"), the original respondent under the Contract Documents, to Contractor, Heartland's wholly-owned subsidiary. Contractor hereby adopts the terms and provisions of the Proposal as its own and assumes all of the obligations of Heartland under this Agreement, including the Proposal.

2. Scope of Services.

- a. Contractor agrees to provide operations management for City's South Canyon Landfill ("Landfill") as set forth in the Agreement. As part of the services

provided hereunder, Contractor agrees to closely monitor all Landfill areas where items can be dumped.

- b. In the event that daily, intermediate or final cover must be purchased from an outside source or brought onto the Landfill from an area outside the Landfill, the cost of such material shall be borne by Enterprise.
- c. The parties acknowledge that, subject to the Enterprise and/or Contractor securing at Enterprise's sole cost and expense all necessary permits, the Enterprise has agreed to the provisions of the Proposal entitled "E. Liquids Management" contained in "Section II. Optional Scope of Services" of the Proposal, and that the compensation to Contractor for providing such services is included within the numbers quoted by Contractor in Appendix A of the Proposal. Except as provided in the immediately preceding sentence, Contractor's obligations under this Agreement shall not include any of the optional services outlined in "Section II: Optional Scope of Services" of the Proposal, unless and until the parties hereafter agree in writing.

3. Pledge of Enterprise Revenue Solely. The parties acknowledge and agree that payment under this Agreement is limited solely to the Landfill Enterprise revenue currently derived or to be derived from the functions, services, benefits or facilities of the Enterprise and no other assets or funds of the Enterprise or City shall be forfeited or taken for such payment. Further, this Agreement makes no claim on the credit of the Enterprise or the City in any manner or for any purpose. Enterprise, in its sole discretion, may enter into subsequent obligations of Enterprise revenue, including but not limited to, revenue bonds or other multi-fiscal year financial obligations. Contractor shall have no right of consent before any financial obligations are created. Payments due under this Agreement shall have no priority over any previous, current or subsequent financial obligations.

4. Cost of Services; Payment.

- a. Enterprise shall pay Contractor the amounts set forth in Section I-A ("Landfill Operations") of Appendix A ("Pricing") to the Proposal. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations under such Section I-A on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month (e.g. the \$165,417.00 for June 2009 shall be mailed by Enterprise so as to be received by Contractor by no later than June 20, 2009). If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.3 below.

- b. Amounts payable by Enterprise to Contractor for Composting Operations and Aggregate Recovery Operations under Sections I-B and I-C, respectively, of Appendix A ("Pricing") of the Proposal shall be payable by Enterprise to Contractor within ten (10) business days after Enterprise's receipt of Contractor's monthly invoice. In connection with the Composting Operations, Enterprise agrees to provide Contractor with an accurate count of the number of gallons of wastewater and sludge received through the gate each month within three (3) business days after the end of each calendar month.
- c. In the event that the average off-road fuel cost paid by Contractor in the first year of performance of its work under this Agreement exceeds Three Dollars (\$3.00) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (a) the amount by which such average cost per gallon exceeds \$3.00 times (b) the number of gallons of off-road fuel utilized by Contractor during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.
- d. Unless the parties otherwise agree, any work outside the scope of work outlined in the Agreement that Enterprise requests that Contractor perform, and Contractor so agrees to perform, shall be charged by Contractor at the rates set forth in the Equipment Rate List set forth in Appendix E to the Proposal.
- e. Enterprise agrees that it will be responsible for collecting at the gate of the Landfill and paying to the State of Colorado the Solid Waste User Fee payable to the State.

5. Term. This Agreement shall be effective as of May 31, 2009 and shall extend through March 31, 2014. This Agreement may be extended for four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five year contract. In the event the parties are unable to reach agreement, this Agreement shall not extend.

6. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the Enterprise for any purpose. It is Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. Contractor shall be aware of the inherent hazards that exist due to the nature of the site. Contractor is hereby advised that the site is located over the South Canyon Landfill where previously unknown wastes have been placed. Contractor shall adequately monitor the interior of its mobile building located upon the Landfill for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The Enterprise shall adequately monitor all portions of the Landfill and Enterprise's maintenance building,

except Contractor's mobile building, for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect persons coming upon the Landfill.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

8. Indemnity, Insurance and Governmental Immunity Act. The indemnification provisions contained in the sections of the Contract Documents entitled Instructions to Bidders and Insurance Requirements are hereby deleted and the following is substituted therefor:

Contractor shall indemnify and hold the Enterprise and City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the negligent or wrongful acts of Contractor, its agents, employees or contractors; Contractor's failure to perform its obligations under the Agreement in a good and workmanlike manner consistent with the standards of similar well-run landfill operations; or Contractor's failure to comply with applicable laws and permit conditions in the performance of its' work under this Agreement. The Contractor or its insurer(s) shall pay all losses of any nature whatever in connection therewith, and shall defend all suits in connection therewith, in the name of the Enterprise or the City when applicable, and shall pay all costs and judgments which may issue thereon. Notwithstanding the foregoing, Contractor shall not be liable for, and the foregoing indemnity shall specifically not apply to, conditions existing at the Landfill prior to the commencement of Contractor's work; other matters that arise despite Contractor's operation of the Landfill in a good and workmanlike manner consistent with the standards of similar well-run landfill operations and absent Contractor's negligence (e.g. household hazardous waste are disposed of in the Landfill despite the performance by Contractor of appropriate random screening procedures); or conditions arising out of the actions of the Enterprise, its agents, employees or contractors (excluding Contractor).

Contractor shall maintain the insurance required under the Insurance Requirements Section of Exhibit A for the term of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Enterprise or City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

9. Employees, Subcontractors and Assignees. Contractor may employ or subcontract with additional persons to assist it in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of the Contractor. Notwithstanding the foregoing, however, this Agreement shall not be assigned to a third party by the Contractor without the prior express written consent of the Enterprise; provided, however, the Enterprise agrees that Contractor may collaterally assign its interest in the monetary sums payable by the Enterprise to Contractor under this Agreement to CoBiz Bank (d/b/a Colorado Business Bank) or, upon written notice to Enterprise, another lender(s)/equipment lessor(s) ("Bank") providing financing for the equipment to be purchased by Contractor and/or operations of the facility.

Contractor shall provide workers who are competent in their craft specialization and the work classification requirements. The Enterprise shall have the right to object to and require Contractor to remove from the site any person employed by the Contractor, including persons employed by subcontractors, who by misconduct, or by failure to properly perform his/her duties in the reasonable judgment of the Enterprise, is unfit for employment.

10. Supervision by Contractor. Supervision of Contractor's scope of services under the Agreement shall be the responsibility of the Contractor.

Subject to the specific provisions otherwise in this Agreement, Contractor shall have complete control of its organization and shall exercise control to ensure compliance by Contractor, its agents, employees and contractors with this Agreement, applicable laws and permit conditions.

Contractor shall provide, at all times, a competent and qualified superintendent together, as necessary, with competent and qualified supervisors in charge of individual trades or sections. The superintendent shall not be changed except with the consent of or at the request of the Enterprise, unless the superintendent ceases to be employed by the Contractor. The superintendent shall be authorized to act for or on behalf of the Contractor with respect to operational issues at the Landfill.

11. Assumption of Scope of Services by Enterprise. Enterprise shall have the right, upon providing seven (7) days written notice and opportunity to cure to Contractor, and without process or action at law and without prejudice to any other right or remedy Enterprise may have, to assume and perform any portion or portions of the scope of services by whatever methods Enterprise deems expedient, by reason of any of the following:

- a. if the Contractor has failed to diligently execute the scope of services or any portion thereof in accordance with the standard of care set forth in Section 7 above;
- b. if the Contractor neglects or refuses to perform the scope of services in accordance with the requirement of this Agreement or to remove unsatisfactory personnel, materials or work, or disregards laws, by-laws, regulations, requirements or permit conditions governing the scope of services;
- c. if the Contractor has abandoned the scope of services;
- d. if the Contractor has made an assignment of this Agreement without the required consent; or
- e. if the Contractor's conduct meets any incident of Default as defined under Section 12.1.

Without prejudice to Enterprise's right against the Contractor, it is understood that Enterprise has a right to recover from the Contractor any loss, damage or expense incurred by Enterprise arising from the Contractor's breach of its obligations under this Agreement.

12. Default; Breach; Remedies.

12.1 Default. The occurrence of any of the following events constitutes a material default of this Agreement by Contractor:

- a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of thirty (30) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than thirty (30) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- b. The making by Contractor of any general assignment or general arrangement for the benefit of creditors; the filing by Contractor of a petition to have Contractor adjudged a bankrupt; or, the judicial declaration of Contractor as bankrupt.
- c. The appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if possession is not restored to Contractor within thirty (30) days.
- d. The attachment, execution or other judicial seizure of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if the seizure is not discharged within thirty (30) days.

12.2 Remedies upon Contractor's Default. In the event of any such material default by Contractor, the Enterprise may, after giving notice as provided above, enter onto the Landfill, remove Contractor's property and take and hold possession of the Landfill and expel Contractor, as detailed in Section 11 above, and pursue all those remedies available to the Enterprise under the laws of the State of Colorado whether at law or in equity.

12.3 Default by the Enterprise. The Enterprise shall not be in default unless (i) the Enterprise fails to pay any amounts or sums due and owing to Contractor under this Agreement within seven (7) days after notice from Contractor and opportunity to cure from Contractor, or (ii) the Enterprise fails to perform any other covenant, term, provision, agreement or obligation required of it within a reasonable time, but in no event later than thirty (30) days after notice by Contractor to the Enterprise; provided that if the nature of the obligation is such that more than thirty (30) days are reasonably required for performance, then the Enterprise shall not be in default if the Enterprise commences performance within the thirty (30) day period and thereafter diligently completes performance.

12.4 Remedies upon the Enterprise's Default. If the Enterprise defaults in the performance of any of the obligations required to be performed by the Enterprise under this Agreement, Contractor may, after giving notice as provided above, elect to terminate this Agreement upon giving thirty (30) days notice to the Enterprise of its intention to do so. In that event, this Agreement shall terminate upon the date specified in the notice, unless the Enterprise has meanwhile cured the default to the satisfaction of Contractor. Contractor may also pursue all remedies available to it under the laws of the State of Colorado, whether at law or in equity.

13. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution, then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement and Contractor shall comply with the provisions of Amendment 54. In addition, if and only to the extent this Agreement constitutes a "sole source government contract", Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held by final judgment to be unconstitutional or otherwise invalid by a court of competent jurisdiction or have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision or provisions.

14. Competitive Proposal. Enterprise represents and warrants to Contractor that award of this Agreement was procured by Enterprise through a public and competitive proposal process which solicited at least three proposals prior to awarding this Agreement to Contractor.

15. Use of Maintenance Building. In consideration of the payment by Contractor to Enterprise of the sum of Five Hundred Dollars (\$500.00) per month on the first day of each month, Contractor shall have the right to use, in common with Enterprise, the existing maintenance building on the Landfill during the term of this Agreement. Subject to the provisions of the immediately following sentence, Enterprise shall bear all maintenance, repair and insurance responsibilities, risk of loss and the cost of electricity with respect to such maintenance building. Notwithstanding the foregoing, but subject to the provisions of the immediately following sentence, (i) Contractor shall be obligated to repair any damage to the maintenance building caused by the acts of Contractor, its subcontractor(s) or their respective agents or employees, (ii) Contractor shall be responsible for the cost of any leasehold improvements that Contractor desires to make to the maintenance building (any such leasehold improvements shall be subject to the prior consent of Enterprise), and (iii) Contractor shall be responsible for the cost of all other utilities utilized by Contractor with respect to the maintenance building. Enterprise hereby releases Contractor, its subcontractor(s) and their respective agents and employees from any and all losses, costs or damages with respect to the maintenance building resulting from causes of loss insurable under its property/casualty insurance.

16. Bonding. The Payment/Performance Bond to be provided by Contractor under the terms of the Contract Documents shall be in form reasonably acceptable to Enterprise. Such

Bond shall be in the maximum amount of Four Hundred Thousand Dollars (\$400,000.00). Enterprise agrees, however, that in lieu of the Payment/Performance Bond, Contractor may substitute a Four Hundred Thousand Dollar (\$400,000.00) irrevocable letter of credit in form satisfactory to Enterprise.

17. Permits. The Enterprise shall be responsible for obtaining and maintaining in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits.

18. Re-Purchase of Equipment. In connection with the execution of this Agreement, Contractor is purchasing from the City the vehicles/equipment listed on Exhibit C attached hereto and incorporated herein ("Equipment"). Contractor hereby agrees that Enterprise shall have the right to re-purchase from Contractor all, but not less than all (unless Contractor otherwise agrees), of such Equipment that is still owned and in use by Contractor at the Landfill on the last day of the term of this Agreement. The purchase price for such Equipment shall be the then fair market value of such Equipment as determined by an appraisal performed by Ritchie Bros. or such other appraisal company reasonably approved by Enterprise and Contractor (the "Appraiser"). In order to exercise its right to repurchase such Equipment, Enterprise must give Contractor written notice, at least ninety (90) days prior to the last day of the term of this Agreement, of Enterprise's election to so re-purchase such Equipment, which notice shall include a copy of the Appraiser's report appraising the fair market value of such Equipment. If Contractor does not receive notice from Enterprise electing to purchase the equipment prior to such ninety (90) day period, Enterprise shall have no further right to purchase such Equipment and Contractor shall be free to sell, dispose of or otherwise utilize such Equipment as Contractor sees fit upon the expiration of the term of this Agreement.

19. Agreement Administration and Notice. For purposes of administering this Agreement, the City Council hereby appoints the Public Works Director to represent the Enterprise in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Enterprise: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, CO 81601

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

To the Contractor: Larry Giroux, Manager
 South Canyon Waste Systems, LLC
 9870 Big Bend Blvd.

P.O. Box 221090
Kirkwood, MO 63122
Telephone: 314/909-9250

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

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

23. Attorneys' Fees. Should this Agreement become the subject of litigation between the Enterprise and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to, attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

24. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Contractor and the Enterprise may assign this Agreement in accordance with the specific written permission, any rights to claim damages or to bring any suit, action or other proceeding against either the Enterprise or Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

25. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st
day of June, 2009.

GLENWOOD SPRINGS LANDFILL
ENTERPRISE

ATTEST:

Robin S. Unsworth
Robin S. Unsworth, City Clerk

By: Bruce Christensen

Bruce Christensen, Mayor

APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute

Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

By: Larry Giroux

Larry Giroux, Manager

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001 was acknowledged before me this 1st day of
June, 2009 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 2/29/2012



Mary L. Hume
Notary Public

Exhibit A



**City Of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
REQUEST FOR PROPSAL BD 2009-001
COVER SHEET**

Date:	January 16, 2009
Proposal number:	BD 2009-001
Proposal title:	Operations Management for South Canyon Landfill
Proposals will be received until:	February 16, 2009 5:00 p.m., local standard time at 101 West 8 th Street, City Clerks Office, Glenwood Springs, Colorado 81601
Goods or services to be delivered to or performed at:	South Canyon Landfill 1205 CR 134 Glenwood Springs, CO 81601
For additional information please contact Ricky Smith:	970-384-6445
Email Address	rdsmith@ci.glenwood-springs.co.us
Documents included in this package:	Request for Proposal Instruction to Bidders Agreement Notice of Award Performance Bond Payment Bond Supplemental Conditions Scope of Work Vendor Information Form Authorization Form Addendum to Professional Service Agreement Appendix A Appendix B Appendix C Appendix D Appendix E

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his Proposal.

CONTRACT DOCUMENTS:

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

- Request for Proposal
- Instruction to Bidders
- Agreement
- Notice of Award
- Performance Bond
- Payment Bond
- Supplemental Conditions
- Scope of Work
- Vendor Information Form
- Authorization Form
- Addendum to Professional Service Agreement
- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix E

Wherever the word "Contract" appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

QUALIFICATIONS OF BIDDERS:

If the Request for Proposal and/or Scope of Work requires the Bidder to demonstrate qualifications for the project, each Bidder must submit the required information according to the time frame specified in those sections of the Contract Documents. In addition to this, each Bidder must be prepared to submit, within five days of City's request, additional information such as proposed subcontractors, schedules, equipment, personnel, references, etc., that may be requested by City in order to evaluate the qualifications of bidders to perform the work.

EXAMINATION OF CONTRACT DOCUMENTS:

Before submitting his proposal, each Bidder must (a) examine the Contract Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (c) carefully correlate his observations with the requirements of the Contract Documents.

The submission of a Proposal will constitute an indisputable representation by the Bidder that he has complied with every requirement of this Request for Proposal.

SUB-CONTRACTORS:

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to City in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Proposal opening submit to City a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person and organization if requested by City. If City after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute. Any sub-contractor, other person or organization so listed and to whom the City of Glenwood Springs does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City. Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

SUBMISSION OF PROPOSALS:

Proposal shall be submitted at the time and place indicated in the Request for Proposal and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Contractor and accompanied by other required documents.

MODIFICATION AND WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of Proposals.

OPENING OF PROPOSALS:

Proposals will be publicly acknowledged, and a list of vendors who submitted proposals will be made available

PROPOSALS TO REMAIN OPEN:

All Proposals shall remain open for sixty days after the day of the Proposal opening, but City may, in its sole discretion, release any Proposal prior to that date.

AWARD OF CONTRACT:

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

City reserves the right to reject any and all Proposals, or portions thereof, and waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

If a contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by City indicates to City that the award will be in the best interest of the City.

If the contract is to be awarded, City will give the apparent responsive, responsible Bidder a Notice of Award within sixty days after the day the Proposal opening.

Simultaneously with delivery of the executed counterparts of the Agreement to City, Contractor shall deliver to City the required Contract Security.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2009 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence operation of _____
_____ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the operation of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one calendar year after the date of the NOTICE TO PROCEED and will complete the same within one calendar year, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Proposed Fees schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Request for Proposal
 - Instruction to Bidders
 - Agreement
 - Notice of Award
 - Performance Bond
 - Payment Bond
 - Supplemental Conditions
 - Scope of Work
 - Vendor Information Form
 - Authorization Form
 - Addendum to Professional Service Agreement
 - Appendix A
 - Appendix B
 - Appendix C
 - Appendix D
 - Appendix E

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

- No. _____ dated _____, 2009.
No. _____ dated _____, 2009.
No. _____ dated _____, 2009.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Proposal Documents such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

OWNER:

City Of Glenwood Springs

By _____

Name Jeff Hecksel

Title City Manager

Address: 101 W. 8th St.
Glenwood Springs, CO 81601
Telephone: 970-384-6400

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR:

By _____

Name _____
(Please type)

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Request for Proposal dated _____ and Instruction to Bidders.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your PROPOSAL.

Dated this _____ day of _____, 2009.

City Of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2009

By _____

Title _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

SUPPLEMENTAL CONDITIONS

GENERAL DESCRIPTION OF WORK

The City of Glenwood Springs will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or to the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

WORK BY OTHERS

Private utilities, the City, or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not listed, shall be determined by the Contractor. The Contractor shall cooperate and coordinate with whomever else may be working in the area in order that golf driving range construction may proceed in an orderly manner.

RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, heat, power (other than what is available at site as offered in this contract), transportation, superintendence, cleanup, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature necessary for the performance of the Contract.

COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Request for Proposal Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
3. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, Public Works Department, 101 West 8th., Glenwood Springs, CO. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
4. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

INSURANCE REQUIREMENTS

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

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	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as "Additional Insured"	

Pollution Liability:

{ IF you have any pollution exposure }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	Per location / per job aggregate limit
Defense in excess of limits	
Designated Location or Operation must be shown as per your contract for the City	
Name the City as "Additional Insured"	

Umbrella:

Policy form:	Occurrence - Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	

Excess professional liability
 (if you provide professional services)
 Excess pollution liability (if any pollution exposure exists)
 Excess employer's liability
 Blanket contractual
 Per location / per job aggregate limit
 Defense in excess of limits
 Primary & non-contributory
 All locations / operations (if not, designate specific project or location)
 Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on City property or job site must be covered	
Show Waiver of Subrogation in favor of the City	
Coverage must apply to workers in Colorado	

UTILITIES

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.
2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.
3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

SUPPLEMENTAL CONDITIONS PREVAIL

In the case of conflicting statements contained within these contract documents, the statements in the Supplemental Conditions shall prevail.

RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, rdsmith@ci.glenwood-springs.co.us, fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent at least seven calendar days prior to the scheduled opening of the Solicitation.

An agent of the City's Purchasing Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

FOR AWARD

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

LOCAL BUSINESS PREFERENCE

The City Of Glenwood Springs grants a five percent (5%) preference to qualified local businesses in considering award of contracts over \$25,000.00. Local businesses are defined in Ordinance 94-2 (Article 010.050.080 of the Municipal Code) and are generally those businesses located and primarily doing business in Garfield, Eagle, or Pitkin Counties and employing residents of those counties. Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (local time), February 13, 2009. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445).

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within two calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

TERM OF CONTRACT: It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

**REQUEST FOR
PROPOSALS**

OPERATIONS MANAGEMENT

FOR

SOUTH CANYON LANDFILL



CITY OF GLENWOOD SPRINGS
Garfield County, Colorado

JANUARY 2009

PROPOSAL # BD 2009-001

REQUEST FOR PROPOSALS
OPERATIONS MANAGEMENT OF THE SOUTH CANYON LANDFILL

PROJECT DESCRIPTION:

The City of Glenwood Springs (hereinafter the "City of Glenwood Springs" or "City") will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

The City of Glenwood Springs will consider alternative proposals that would meet the goals of the work outlined below.

SCOPE OF SERVICES AND RESPONSIBILITIES:

SECTION 1:

CONTRACTOR'S SCOPE OF SERVICES:

The following is a general outline of the Scope of Services and Responsibilities to be provided by the Contractor. All issues concerning the level of service provided by the Contractor will be determined and/or defined by the Public Works Director or his/her designee.

The following sections are intended to detail, but not limit, the contractor's responsibilities and services to be performed under this RFP.

A. LANDFILL OPERATIONS

The Contractor will be responsible for providing all the tools, equipment, fuel, labor, maintenance and any other necessary materials and supplies to operate the landfill portion of the South Canyon Landfill. Generally, the landfill operations that will be the responsibility of the Contractor include compacting and covering of waste, including minimizing the exposed area of the working face, spreading and compacting waste, stockpiling cover material, covering compacted waste, grading, providing signage, inspection of waste, random waste screening. The Contractor will also be responsible for internal road construction and maintenance; nuisance control including litter control, vector control, fire control and odor control; and channel, pond and drainage maintenance. These responsibilities are more detailed in the following sections.

All landfill operations must be conducted in accordance with the City's approved plans.

The landfilling method used at South Canyon Landfill is the progressive area slope method, or the area method depending on topographic conditions.

Note: Final covering of the completed areas is not included in this scope of work. Final covering of completed (filled) areas of the landfill will be addressed under a separate contract.

A-I. COMPACTION AND COVERING OF MUNICIPAL SOLID WASTE

The contractor's responsibilities shall include, but are not limited to:

- Providing daily working face for waste disposal that minimizes the exposed area;
- Spreading and compacting waste in a manner that achieves maximum practical density;
- Providing an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Covering compacted waste daily with a minimum of 6 inches of soil cover or synthetic alternate daily cover as approved by the Colorado Department of Public Health and Environment (CDPH&E);
- Using alternate daily cover whenever possible in compliance with any terms or conditions imposed by the CDPH&E;
- Intermediate and daily cover shall be graded to provide positive drainage;
- Providing proper signage or other form of direction around working face to safely direct traffic into and out of the unloading area;
- Visually inspecting all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze, yard waste, etc;
- Providing recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;

- Immediately covering certain wastes requiring special handling, including but not limited to: non-friable asbestos; dusty wastes; extremely odiferous wastes; and dead animals;
- Shaping contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintaining areas covered with daily, intermediate, or final cover.

A-II. RECOVERY, COMPACTION AND COVERING OF CONSTRUCTION & DEMOLITION (C & D) WASTE

The contractor's responsibilities shall include, but are not limited to:

- Divert C & D Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable materials including rock, concrete, asphalt, soil, wood and metal;
- Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC).

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on going to ensure drivability and safety of access and haul roads.

The contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of 10%.
- Dust control on a daily basis when potential for dust generation exists, and dust generation control with dust palliative being applied as necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control;
- Maintaining drivability of all internal site roads during all operating hours, including storm events.

A-IV. NUISANCE CONTROL

The contractor's responsibilities shall include, but are not limited to:

LITTER CONTROL

- Litter control at the working face, along site roads, (and from the composting area if paper is incorporated into the compost operations);
- Use of portable litter fences or screens at the working face;
- Litter pickup within the site, around the site perimeter, and off-site as necessary based on significant wind events;
- Recommendations on more effective litter control methods.

VECTOR CONTROL

- Implementing proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

FIRE CONTROL

- Providing fire lanes around compost piles and other areas as necessary;
- Providing and maintaining suitable fire extinguishers for equipment and employee facilities;

- Being familiar with and able to readily implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;
- Providing compliance with the City of Glenwood Springs Fire Department requirements concerning fire prevention and protection.

ODOR CONTROL

- Providing proper landfill operations and procedures to ensure that odor from the working face is not an issue.

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260± linear feet of run-on diversion ditches, and approximately 10,000± linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds once during the term of the contract;
- Maintaining perimeter ditches

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous waste and PCBs. The screening will be performed near the working face. This program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removal of the waste and transport to the working face if the waste is deemed acceptable.

The contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area;
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;
- Following all proper procedures as outlined in Section 4.2 of the EDOP.

A-VII. SAFETY, TRAINING, AND OSHA REQUIREMENTS

The contractor's responsibilities shall include, but are not limited to:

- Providing personal protective equipment, safety, and training to meet all local, state, and federal requirements as necessary for this operation.

A-VIII. EQUIPMENT

- The City of Glenwood Springs has several pieces of equipment currently deployed at South Canyon Landfill. It is the interest of the City to make this equipment available to the successful contractor for purchase. The listing of equipment is included as Exhibit D.

B. COMPOSTING OPERATIONS

It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.

Source-separated material consisting of brush, lumber, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally. The compost operations shall follow the regulations of the CDPH & E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor.

Proposers shall evaluate the existing compost pad area and consider its condition and any desired improvements to be included in their response. Any such improvements shall be constructed by the Contractor in the summer of 2009 in accordance with a plan to be developed jointly by the Contractor and the City of Glenwood Springs. The pad is anticipated to consist of a 6-inch wood chip working surface underlain by a 6-inch compacted soil liner. The pad shall have a wood chip-operating surface, not gravel, so as to avoid contamination of compost. There shall be adequate drainage diversion channels and a perimeter collection channel associated with the pad to aid the City in meeting its storm water management plan.

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take samples as required by their permit.

The contractor's responsibilities shall include, but are not limited to:

- Directing and supervising unloading operations for both wood waste and sludge;
- Providing, maintaining, and operating the shredder and/or tub grinder to achieve particle size reduction on wood and/or paper waste;
- Mixing sludge with shredded wood waste;
- Transport of compost material to compost area;
- Forming windrows or piles;
- Turning windrows or piles;
- Tracking and documenting windrows or piles;
- Providing the equipment to load material into the shredder and/or tub grinder;
- Providing equipment to remove and transport shredded material to the compost area;
- Providing all equipment to mix sludge with shredded material;
- Providing fuel for all equipment involved;
- Providing all necessary labor;
- Reconstructing a new compost pad as necessary;
- Loading compost onto purchaser's vehicles;

C. AGGREGATE RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to include most or all of the following:

- topsoil
- topsoil/compost mixture
- Class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by The City of Glenwood Springs;
- Providing necessary services for mixing topsoil and compost together for sale to the public;
- Providing loading services for purchasers of rock, topsoil, or other aggregate products.

D. IMPROVEMENTS

The City of Glenwood Springs's goal is to run safe and efficient operations that meet all local, state, and federal regulations. The City also has a strong commitment to recovering and recycling as many products as reasonably possible. As part of the submittal process, proposers are encouraged to propose possible improvements to any and all of the activities associated with South Canyon Landfill.

E. EMPLOYEES AND EMPLOYEE FACILITIES

The City of Glenwood Springs provides its employees facilities at South Canyon Landfill. These facilities are limited, and not able to accommodate additional staff from the successful contractor. It will be the responsibility of the proposer to evaluate their situation and provide adequate employee facilities for their employees.

The City will experience a reduction in force at South Canyon Landfill associated with the outsourcing of landfill operations. It is the City's desire to provide its current employees affected by the reduction in force the opportunity to be transferred to the successful contractor. It is anticipated that the contractor will provide all such current landfill employees employment opportunity in a like position, with a like compensation and benefit packages, for a minimum of one year.

The contractor's responsibilities shall include, but are not limited to:

- Providing adequate employee facilities for the Contractor's staff;
- Providing phone, electric, and other utilities for this facility;
- Providing all other materials and supplies necessary to provide a safe, sanitary environment for their employees.

F. ADDITIONAL INFORMATION

It is the Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. The Contractor shall be aware of the inherent hazards that exist due to the nature of the site. The Contractor shall be responsible for the health and safety of his employees and is hereby advised that the site is

located over the South Canyon Landfill, where previously unknown wastes have been placed. The Contractor shall adequately monitor the site for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The City of Glenwood Springs reserves the right to enter the site for periodic checks of safe working environments.

G. QUESTIONS REGARDING THIS RFP

Any questions regarding this RFP should be detailed in an email to:

Robin Millyard, Public Works Director
robinm@ci.glenwood-springs.co.us

All such questions and responses will be forwarded to all known parties that intend to respond to this RFP.

SECTION II.

OPTIONAL SCOPE OF SERVICES:

The purpose of this section is to solicit input from the proposers to provide techniques and services to increase the life of the landfill and gain additional airspace on the existing landfill footprint to delay expansion. As a part of this effort, all reasonably recoverable and recyclable materials, including soil, would be diverted out of the landfill. Proposers are to submit detailed information regarding their proposal to accomplish this goal, including their suggestion for measurement and payment.

SECTION III.

THE CITY OF GLENWOOD SPRINGS'S SERVICES AND RESPONSIBILITIES

The city of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- Used tire handling;
- Scrap metal handling;
- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor;
- Contract administration of any and all contracts associated with this Request for Proposals.

SECTION IV.

BONDS

Proposers will **not** be required to submit a Bid Bond, but will be required to provide Performance and Labor and Material Payment bonds for the current annual contract amount.

100% Performance Bond
100% Payment Bond

SECTION V.

CONTRACT TIME

It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

SECTION VI.

SELECTION PROCESS

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology.

SECTION VII.

PROPOSED FEES

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

APPENDIXES

Appendix A-General information regarding South Canyon Landfill

Appendix B-Design and Operation reports

Appendix C- Annual Volume and Revenue Data-April 1, 1999 thru December 31, 2008. Includes volume based fee structure, which ended on December 31, 2008, as well as the current weight based fee structure.

Appendix D-Existing equipment available for sale

Appendix E-CDPH & E Composting Regulations, Section 14 of 6 CCR 1007-2, Part 1

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete ALL areas. Mark N/A for those, which are not applicable. Type or **print legibly**, all responses.

1.
 - a. LEGAL NAME OF FIRM: _____
 - b. DBA OR BUSINESS NAME
(IF DIFFERENT) _____
2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
 - a. STREET ADDRESS: _____
 - b. CITY: _____ STATE: _____ ZIP: _____
 - c. ALTERNATE ADDRESS: _____ YES _____ NO if yes, attach separate sheet with information.
(Address used for returns, etc., if different from #2 and #3.)
3. PAY OR REMIT ADDRESS:
 - a. LEGAL NAME OF FIRM: _____
 - b. STREET ADDRESS: _____
 - c. CITY: _____ STATE: _____ ZIP: _____
 - d. PAYMENT TERMS (e.g., 2%10, net 30, etc.) _____
4. FIRM TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER (____) _____
EMAIL: _____
5.
 - a. FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
 - b. **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of
(name of firm) _____ and that the information
contained herein is true and correct to the best of my knowledge and belief.

Name: _____

Title: _____

Signature: _____ Date _____

No employee of The City of Glenwood Springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City Of Glenwood Springs.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER ONE FOR
OPERATIONS MANAGEMENT FOR
SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Bid due date has been changed to February 18, 2009, 5:00 p.m., Mountain Standard Time.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Heortland Environmental Svcs LLC Fax: 970-922-0452
Address: 32046 Hwy 82 City/State: Snowmass, CO Zip: 81615
Contact Person: Larry Giroux Title: Manager Phone: 618-407-2280
Authorized Representative's Signature: [Signature] Phone: _____
Printed Name: _____ Title: _____ Date: _____

*faxed
1/27/09*



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER TWO FOR
OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Please delete section Work By Others on page 12 of bid documents.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Heartland Environmental Services, LLC</u>	Fax:	<u>970-922-0452</u>
Address:	<u>32046 Hwy 82</u>	City/State:	<u>Snowmass, CO</u>
Contact Person:	<u>Larry Giroux</u>	Zip:	<u>81615</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>618-407-2280</u>
Printed Name:	<u>Larry Giroux</u>	Phone:	<u> </u>
	Title: <u>Manager</u>	Date:	<u> </u>

faucet
11/27/09

City of Glenwood Springs
Addendum #4 to Professional Services Agreement

The undersigned are parties to that certain Agreement dated April 29, 2009 (the "Contract") with respect to Operations Management for South Canyon Landfill, Glenwood Springs, CO (Proposal No. BD 2009-001).

The parties desire to clarify, and where applicable, amend certain provisions of the Contract as set forth below in this Addendum #4.

In order to induce each party to enter into the Contract, and for other good and valuable consideration, the undersigned agree as follows:

1. The "Contract Documents" as defined in the Contract shall also include this Addendum #4.
2. Notwithstanding anything to the contrary contained in the Contract, Owner and Contractor agree that the three (3) employees of Owner who are to become employees of Contractor under the terms of the Contract (the "Specified Employees") shall remain employees of Owner through and including May 31, 2009. As such, Owner shall (i) compensate the Specified Employees at their current rate of compensation and (ii) carry workers' compensation and employers' liability insurance with respect to such Specified Employees through and including May 31, 2009. For the period from May 1, 2009, through and including May 31, 2009 (the "Subcontract Period"), Owner shall subcontract the services of the Specified Employees to Contractor, and Contractor shall pay to Owner an amount equal to the hourly wages and related employment taxes payable by Owner with respect to such Specified Employees for the Subcontract Period.

Agreed to this 7~~th~~ day of May, 2009:

"Owner"

"Contractor"

City of Glenwood Springs

South Canyon Waste Systems, LLC

By: Jeff Hecksel
Jeff Hecksel, City Manager

By: Larry Giroux
Larry Giroux, Manager

Exhibit B



Heartland Environmental Services, LLC

LANDFILL OPERATIONS MANAGEMENT PROPOSAL

South Canyon Landfill

City of Glenwood Springs, CO

Purchasing Department

101 West 8th Street

Glenwood Springs, CO 81601

BD 2009-001

Submitted by

Heartland Environmental Services, LLC

32046 Hwy. 82

Snowmass Village, CO 81615

Phone: (970) 922-0878

Fax: (970) 922-0452

Mobile: (618) 407-2280

E-mail: Lgiroux@Heartland-Companies.com

February 18, 2009

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EXECUTIVE SUMMARY

This proposal is submitted by Heartland Environmental Services, LLC (Heartland) of Snowmass Village, Colorado, in response to BD 2009-001 issued by the City of Glenwood Springs, Colorado for the operation of the city owned South Canyon Landfill.

The South Canyon Landfill, which first began operations in the early 1950's, is located approximately five miles west and one mile north of the city. Access to the site is limited to a single road which enters the site on the southeast corner from South Canyon Creek Road.

The City of Glenwood Springs provides solid and liquid waste management and recycling services for its residents and businesses. These services include waste collection and operation of the following processes at the South Canyon Landfill:

- Recycling drop-off boxes
- Disposal for Municipal Solid Waste (MSW)
- Disposal for Construction & Demolition (C&D) material
- Septage/car wash water management
- Composting operations (currently contracted to a third party)

Heartland Environmental Services, LLC (Heartland) is a company experienced in extending the life of waste disposal facilities through reclamation, recycling, wastewater management and environmentally sound waste management practices.

Heartland hopes to be the city's partner in solid waste and liquid waste management. Your South Canyon Landfill will be treated as our own and managed with pride and professionalism. Heartland brings neutrality to solid waste disposal by being a company which does not provide collection services in competition with other providers using the landfill. Heartland operates in a fashion which brings accountability to Heartland and the City with appropriate operating procedures and documentation. We propose to do the following:

- Provide cost effective, environmentally sound, value added landfill services;
- Operate the landfill in a safe and efficient manner;
- Meet all applicable environmental regulations;
- Work closely with Glenwood Springs' staff;



- Provide excellent customer service, and strive to maintain a safe, clean and orderly environment for the customer;
- Consult with Glenwood Springs to minimize or eliminate any start-up or transition related problems;
- Help the City of Glenwood Springs market its aggregate sales program;
- Offer permit and operational design consultation to maximize the life of the facility;
- Facilitate discussion with the BLM for maximizing land use and improving functionality;
- Bring Heartland's strategic partners to Glenwood Springs to develop a comprehensive greenhouse gas and carbon footprint reduction program including the evaluation of solar energy capacity, all in support of maintaining recreational and population growth with appropriate carbon offsets;
- Bring proprietary technology and equipment to provide increased liquids management with zero liquid discharge (ZLD) while reducing air space utilization.

Heartland has a proven track record in the Rocky Mountain Region at high elevations. Heartland provides the same services for Pitkin County, Colorado with excellent results and the satisfaction of the County.



SECTION I: CONTRACTOR'S SCOPE OF SERVICES

A. LANDFILL DAILY OPERATIONS

Heartland, having examined all documents made available by the City and having reviewed the site of the proposed work, including the economic conditions of the community and the availability of materials and labor, proposes to furnish all labor, materials, supplies, services, and supervision required to perform the work identified in BD2009-001.

The definition of materials excludes daily and intermediate cover which must be purchased from an outside source or brought onto the site from an area not on the facility property. As defined below, Heartland will be responsible for the placement of daily and intermediate cover as well as the excavation and movement of soil from any on-site sources.

The terms of the proposed contract are for a five year initial contract with four, five-year options.

All landfill operations will be conducted in accordance with 6 CCR 1007-2, and other documents as shall be defined.

Heartland reserves the right to assign this proposal to a wholly owned subsidiary of Heartland prior to execution of any definitive contract documents.

The following sections detail the services that Heartland will provide as part of the landfill operations.

A-I. Compaction and Covering of Municipal Solid Waste

Heartland will perform the following:

- Provide a daily working face for waste disposal that minimizes the exposed area;
- Spread and compact the waste in a manner that achieves maximum practical density;
- Provide an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Cover compacted waste daily with a minimum of 6 inches of soil cover or alternate daily cover as approved by the Colorado Department of Public Health and Environment (DPHE);
- Use approved alternate daily cover whenever possible in compliance with any terms or conditions imposed by Colorado DPHE;



- Ensure that all intermediate and daily cover is graded to provide positive drainage;
- Provide proper signage, cones, barriers or other form of traffic control to direct refuse vehicles to the daily working face;
- Visually inspect all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze and yard waste;
- Provide recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;
- Immediately cover certain wastes requiring special handling, including but not limited to: asbestos (friable and non-friable), dusty wastes, extremely odiferous wastes, and dead animals;
- Shape contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintain areas covered with daily, intermediate, or final cover.

A-II. Recovery, Compaction and Covering of Construction and Demolition Waste

Heartland will perform the following:

- Divert Construction and Demolition Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable material including rock, concrete, soil, wood, and metal;
- Obtain DPHE approval to grind non-recoverable C&D material and use as Alternate Daily Cover;
- Extend the landfill life by greater than 40% by utilizing the C&D practices outlined in this proposal and proven at our current operation at the Pitkin County landfill (See exhibits #1 and #2);
- Utilize processed C&D for daily cover as demonstrated in the photo of our Pitkin County landfill (Exhibit #3).

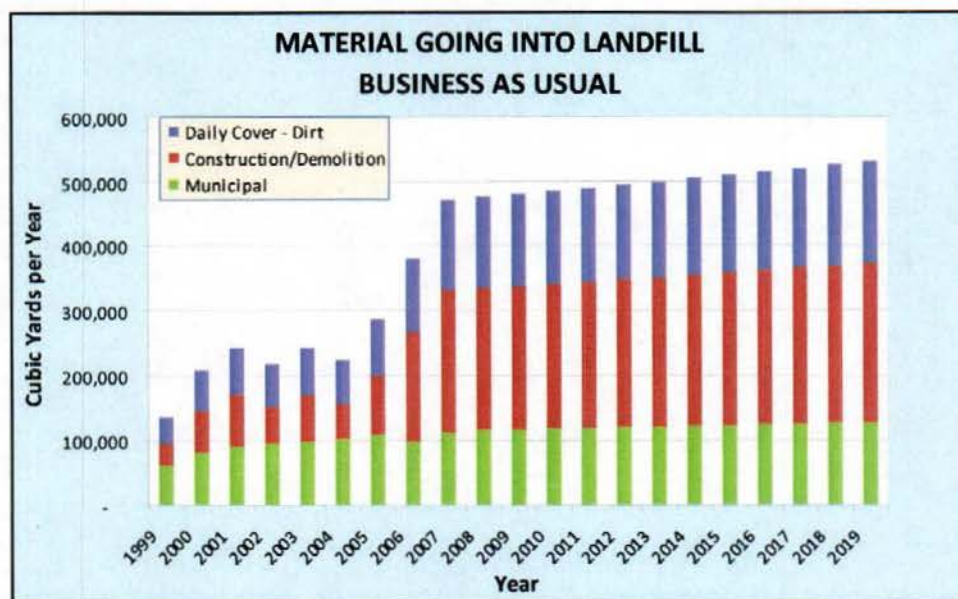


Exhibit 1

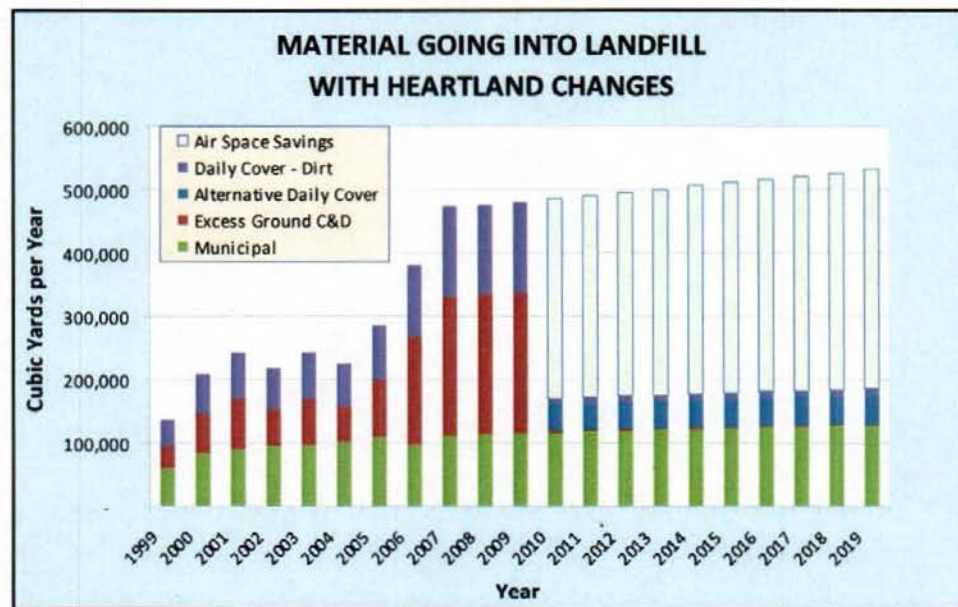


Exhibit 2



Exhibit 3

A-III. Road Construction and Maintenance

Heartland will be responsible for all internal roads at the Landfill beginning at the gate/scale house. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure trafficability, safety of haul roads, and minimal dust generation.

Heartland will perform the following:

- Road construction as necessary with a maximum road grade of 10%;
- Dust control on a daily basis when potential for dust generation exists, utilizing on-site water where available and obtaining additional water from off-site sources when necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to ALL landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and providing drainage control;



- Maintain conditions for safe passage of all internal site roads during all operating hours, including storm events;
- Reconstruct and resurface the entrance road from the entrance gate to the compost road with engineered fabric. Costs for the road reconstruction are addressed in the pricing schedule.

A-IV. Nuisance Control

Litter Control

Heartland will perform the following:

- Control litter at the working face and along on-site roads;
- Use portable litter fences or screens at the working face;
- Pickup litter within the site, around the site perimeter, and off-site as necessary based on significant wind events where excessive litter has escaped from the landfill operations;
- Pickup litter on the access road from Hwy 70 to the landfill entrance;
- Make recommendations on more effective litter control methods.

Vector Control

Heartland will perform the following:

- Implement proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

Fire Control

Heartland will perform the following:

- Provide fire lanes as necessary;
- Provide and maintain suitable fire extinguishers for Heartland equipment and employee facilities;
- Understand and be prepared to quickly implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;



- Supervise unloading, spread out waste using basic field equipment, visually inspect waste, and perform field testing of any suspect materials;
- Move inspected waste to the working face if no unacceptable materials are present.

NOTE: It will be the city's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.

A-VII. Safety, Training, and OSHA Requirements/Equipment

Heartland will perform the following:

- Provide personal protective equipment and safety training to meet all local, state, and federal requirements as necessary for this operation. See Appendix G for Heartland's Corporate Safety Policy.

A-VIII. Equipment

- Heartland plans to purchase and utilize the city's equipment at fair market value determined by a qualified third party agreeable to both parties. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B. A full list of the equipment that will be deployed at the South Canyon Landfill by Heartland and its subcontractor is included in Appendix E.

B. COMPOSTING OPERATIONS

Heartland will perform the following:

- Direct and supervise unloading operations for both wood waste and sludge;
- Provide, maintain, and operate the shredder and/or tub grinder to achieve particle size reduction of wood and/or paper waste;
- Mix sludge with shredded wood waste;
- Transport compost material to compost area;
- Form windrows or piles;
- Turn windrows or piles;
- Track and document windrows or piles;
- Provide the equipment to load material into the shredder and/or tub grinder;



- Provide equipment to remove and transport shredded material to the compost area;
- Provide all equipment to mix sludge with shredded material;
- Provide fuel for all equipment involved;
- Provide all necessary labor;
- Reconstruct a new compost pad as necessary;
- Load compost onto purchaser's vehicle.

Note: Heartland is recommending an alternate proposal to composting found in Section II, Optional Scope of Services.

C. AGGREGATE SEPARATION AND TOPSOIL OPERATIONS

To increase the life of the facility, incoming loads containing topsoil, aggregate or concrete will be diverted and processed. The incoming material will be screened, crushed or a combination of both to create topsoil or aggregate. This material will subsequently be available for re-sale or use at the facility. All of Heartland and subcontractor's equipment involved with the loading, crushing and screening of material are equipped with scales. An equipment list for aggregate processing is located in Appendix E.

Heartland will perform the following:

- Provide all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Provide site maintenance for the aggregate recovery operation;
- Direct incoming mixed soil and rock loads to the proper unloading area;
- Provide necessary services for mixing topsoil and compost together for sale to the public;
- Provide loading services for purchasers of rock, topsoil, or other aggregate products;
- Process the existing stockpiles as well as additional materials as shown below:

Standard Processing:

- Topsoil/compost mixture
- 4" to 6" minus material
- Concrete
- Reclamation crushing or screening
- Closure/final cover material



Premium Processing:

- ¾" Road Base
- 1 ½" Road Base
- 3" Road Base
- ¾" Screened Rock
- 1 ½" Screened Rock
- Class 5 Base (depending upon suitability of material)
- Crusher Fines/Pipe Bedding (depending upon suitability of material)
-

Note: Heartland and its subcontractor have a proven record of aggregate marketing in the Roaring Fork Valley as demonstrated by a 300% increase in aggregate sales at the Pitkin County Landfill since 1999.

D. IMPROVEMENTS

We have included our response to this section in Section II, Optional Scope of Services.

E. EMPLOYEE FACILITY

Heartland will perform the following:

- Provide adequate employee facilities for Heartland's personnel, including telephone and electricity;
- Provide all materials and supplies necessary to provide a safe and sanitary environment for our employees;
- Heartland anticipates locating its employee facility in close proximity to the existing maintenance facility and will utilize the existing utilities.



SECTION II: OPTIONAL SCOPE OF SERVICES

In this section we want to communicate our ideas to extend the life of the landfill, improve aesthetics, create immediate airspace, improve operation and safety conditions, and make the South Canyon Landfill a model of environmental excellence. Heartland has proactively had conversations with Mr. Roger Doak, Colorado Department of Public Health and Environment, and he is receptive to discussions toward enhancements of operations, improved aesthetics, and expedited permit modifications at the South Canyon Landfill.

We propose the following:

A. RECLAMATION/AIRSPACE SWAP

Heartland, in conjunction with city staff and their consultant, proposes to create and submit an expedited permit modification to the Colorado Department of Public Health and Environment. The modification will propose reclaiming the existing construction and demolition (C&D) area by screening or crushing the material in place. The proposal will suggest exchanging the reclaimed airspace for a small horizontal expansion on the existing southern slope of the landfill. See map at Exhibit #4. The benefits to this proposal are as follows:

- Create immediate, cost effective airspace;
- Enable cost effective compliance for the final slope contour at the southern slope;
- Drastically improve the landfill entrance aesthetics both at the C&D area and the southern slope area;
- Eliminate the production and treatment of leachate, (the liquid solution that drains from waste matter) from the C&D area;
- Create an aggregate product for internal use or possible resale;
- Improve surface water drainage.

B. BLM LAND SWAP

Heartland will use the services of its consultant, Ms. Dorothea Farris, to facilitate negotiations between BLM and the city to exchange property directly adjacent to the northern boundary of the landfill. If successful, the city could apply to the State for a large redesign and expansion. See map at Exhibit #5. The benefits to this proposal are as follows:

- Insure operational compliance with property boundary;



- Place the surface water run on ditch on property owned by the city;
- Enable a redesign of the site that will significantly reduce post-closure care and maintenance costs;
- Create a significant increase in airspace.

C. SOLAR ENERGY PROJECT

If the BLM negotiations are successful, use Heartland's consultant, Ms. Dorothea Farris, and representatives from solar energy companies, including Hull and Associates, an Ohio based consulting firm specializing in environmental and solar projects, to explore the possibility and feasibility of doing a solar energy project on part of the newly acquired land from the Bureau of Land Management (BLM). A copy of Hull & Associates letter in support of this project as well as their Statement of Qualifications is included in Appendix I. Residents of Glenwood Springs and Garfield County have indicated strong support for renewable energy, including solar power, in their support for the solar rebates program which is being managed by Garfield New Energy Communities Initiative, the county-wide clean energy program launched this year with a separate grant of \$1.6 million from the Colorado Department of Local Affairs. See Exhibit 5 showing the proposed location of the solar project. The benefits to this proposal are as follows:

- Facilitate negotiations with BLM on the property exchange that acknowledge the Federal mandate for BLM to develop or encourage solar or wind projects;
- Provide green power for landfill use or use by any new project on the city's property, such as a geothermal project;
- Provide positive, "Green" public relations;
- Provide local, premium green power in the Roaring Fork Valley for green power users, such as the Aspen Ski Company.

Note: The landfill has an existing electric power transmission line.

D. STRAIGHTENING OF LANDFILL HAUL ROAD AND RELOCATION OF POWER LINE

Heartland proposes to straighten the landfill haul road and relocate the power line at the appropriate future time. The benefits to this proposal are as follows:

- Increase airspace;
- Enable appropriate construction of the landfill;
- Improve aesthetics;
- Improve surface water drainage.



E. LIQUIDS MANAGEMENT

Heartland proposes to add a patented wastewater concentrator process to reduce car wash and waste product liquids to a small fraction of incoming volume. This improvement to operations will provide expanded services for the community and significant benefits for the city, as detailed below.

Heartland will use an existing storage pond at the site to receive car wash and waste water. Low-solids liquid from this pond will overflow to a second pond that will serve to feed the concentrator. Settled sludge from the receiving pond along with effluent from the concentration process will be deposited in the landfill to stimulate gas production for a viable gas collection project that produces energy and qualifies for carbon credits.

The addition of the wastewater concentration process will maintain zero liquids discharge while serving the community by increasing daily capacity for receipts of wastewater to as much as 40,000 gallons per day. In addition to serving local needs and creating new revenue for the city, the environmentally friendly process will use renewable fuel sources by burning wood from C&D and yard waste as the principal energy source. The ash generated from this process can be used for daily cover thus improving the landfill's negative dirt balance. This beneficial use will eliminate composting with attendant capital cost savings related to compliance with new regulations. Exhibit 6 is a simple schematic of the concentration process. Exhibit 4 is a map showing the proposed location for the liquids management and wood grinding and storage process. The benefits to this proposal are as follows:

- Increase liquids disposal capacity, creating more revenue for the city;
- Reduce emissions to the atmosphere, compared to traditional compost operations;
- Reduce odor impact, compared to traditional compost operations;
- Improve aesthetics, compared to traditional compost operations;
- Generate federal waste heat credits authorized in the 2007 Energy Bill;
- Reduce greenhouse gas emissions.

Exhibit 6

Schematic of Concentration Process for Liquids

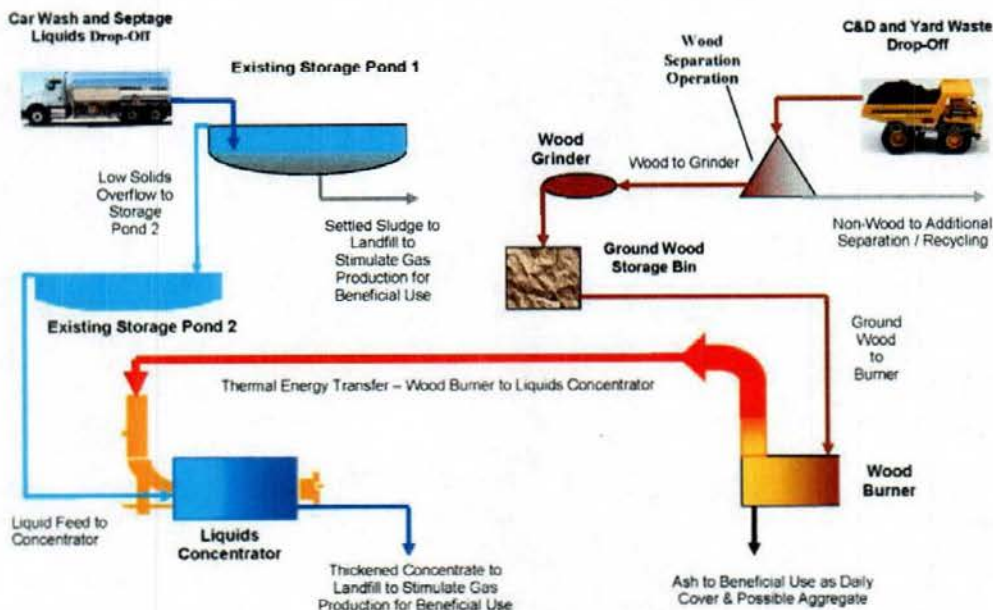


Exhibit 6

SECTION III: THE CITY OF GLENWOOD SPRINGS SERVICES AND RESPONSIBILITIES

Heartland offers the service of loading used tires and scrap metal if the city so desires at no additional cost to the city.

SECTION IV: BONDS

Heartland has received a commitment for performance and payment bond from the surety company. See letter at Appendix B.

SECTION V: CONTRACT TIME

Heartland will be ready to perform the responsibilities of the contract on April 1, 2009. Please refer to our Transition Plan at Appendix J.

SECTION VI: SELECTION PROCESS

Heartland believes itself to be uniquely qualified to meet the criteria given for selection:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology;

Heartland and the affiliated companies under the ownership of Larry Giroux have been in existence since 1999. The key personnel have more than 100 years of combined experience managing landfills throughout North America. The map at Exhibit 7 shows the diverse locations of these markets. In Colorado, our senior management has had direct responsibilities at the Denver Regional Landfill and the Pitkin County Landfill. Our detailed Roaring Fork Valley experience operating the Pitkin County Landfill can be found in Appendix D.



Exhibit 7



Summaries of our key personnel are as follows: Complete resumes are included in Appendix H.

- **Larry Giroux, owner.** Larry has worked in the solid waste management industry since 1986. He has managed landfills as large as 6,000 tons per day and has directed cell development and landfill closure projects. His success in these endeavors is reflected in the letters of reference shown in Appendix I.
- **Rick McEwen, Business Development Manager.** Rick's key strengths are operational management, strategic planning and implementation, acquisition integration, multiple facility operations, transportation and supply chain management, and employee development.
- **Rick Crider, General Manager.** Rick has managed landfills since 1981. He is SWANA certified and has specific experience in the Roaring Fork Valley.
- **Jan Meibaum, Controller.** Jan has been in the solid waste management industry her entire career with responsibilities for financial accounting of companies with over \$50M in annual sales. She is especially talented in coordinating start-up activities and integrating new businesses.
- **Mike Matheney, Owner, Matheney Trucking Co., subcontractor.** Mike has lived and worked in the Roaring Fork Valley for 15 years and is a major reason for success of the 300% growth of aggregate sales at the Pitkin County Landfill.
- **Dorothea Farris, Consultant.** Dorothea is committed to sustainable communities, wise use of our resources, and protection of our natural environment. A County Commissioner in Pitkin County, Colorado from 1996-2008, she now serves as Commissioner for the Colorado Division of Wildlife.

Four of the six key personnel currently reside in the Roaring Fork Valley.



APPENDIX A: PRICING

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$165,417	\$1,985,000	See Notes 1
2010-2011	\$165,417	\$2,085,000	Year 2 adds \$100,000 for entrance road reconstruction
2011-2012	\$165,417	\$1,985,000	
2012-2013	\$165,417	\$1,985,000	
2013-2014	\$165,417	\$1,985,000	

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$.13/gallon		Priced on all non-hazardous water received
2010-2011	\$.133/gallon		No charge for incoming yard waste
2011-2012	\$.135/gallon		See Notes 1,2,3
2012-2013	\$.138/gallon		
2013-2014	\$.141/gallon		

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$5.75/ton		Unit price/ton for premium crushing is \$7.38/ton and escalates at the same rate as standard crushing
2010-2011	\$5.87/ton		See Notes 1,4
2011-2012	\$5.99/ton		
2012-2013	\$6.11/ton		
2013-2014	\$6.23/ton		

Notes

- 1: Fuel surcharge will be implemented when off-road unit fuel prices exceed a negotiated price.
- 2: Under current city pricing for waste water and sludge and utilizing the 2008 incoming gallons, the city will generate surplus funds of approximately \$140,600 annually.
- 3: Cost of non-hazardous water drops to \$.10/gallon on annual volume in excess of 15,500 per day (annual volumes in excess of 5,657,500).
- 4: All aggregate processing equipment is equipped with scales.



VENDOR INFORMATION FORM

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

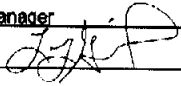
The following information is required when submitting a response to this solicitation. Please complete **ALL** AREAS. Mark N/A for those which are not applicable. Type or print legibly, all responses.

1. a. Legal name of firm: Heartland Environmental Services, LLC
b. DBA or Business Name: same
2. Address of Firm (Where Purchase offers should be sent):
a. Street Address: 32046 Hwy. 82
b. City: Snowmass Village State: Colorado Zip: 81615
3. Pay or Remit Address:
a. Legal name of Firm: Heartland Environmental Services, LLC
b. Street Address: P.O. Box 1276
c. City: Basalt State: CO Zip: 81621-1276
d. Payment terms: 2%10,net 30
4. Firm Telephone Number: (970) 922-0878
Toll Free Number: N/A
Fax Number: (970) 922-0452
Email: lgiroux@Heartland-Companies.com
5. a. Firm's Federal Identification Number: 26-3762867
b. Self Employed vendors Are Required to submit the Federal IRS W-9 Form.

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of Heartland Environmental Services, LLC and that the information contained herein is true and correct to the best of my knowledge and belief.

Name: Larry Giroux

Title: Manager

Signature:  Date 2/18/09

No employee of the city of Glenwood springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City of Glenwood Springs.



APPENDIX B: BOND



February 13, 2009

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

Re: Request for Proposal BD 2009-001

To Whom It May Concern

The Assurance Agency, Ltd. Utilizing LEXON INSURANCE COMPANY and the existing framework with Heartland Environmental Services, LLC is ready to accommodate any bonds or Financial Assurance requirements necessary for the execution of a contract for the Operations Management for South Canyon Landfill

Sincerely,


Lee Spino

Assurance Agency, Ltd. - One Century Centre - 1750 East Golf Road - Schaumburg, Illinois 60173
phone 847.797.5700 fax 847.440.9130 www.assuranceagency.com

Confidential



OPERATIONS MANAGEMENT PROPOSAL
SOUTH CANYON LANDFILL
FEBRUARY 18, 2009



821 17th St.
Denver, CO 80202
cobizbank.com

February 13, 2009

Mr. Robin Millyard,
Public Works Director,
101 W. 8th Street,
Glenwood Springs, CO 81601

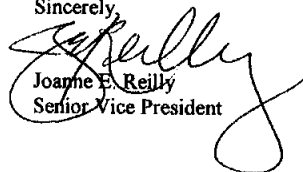
Dear Mr. Millyard:

I am writing this letter on behalf of our valued client, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland Environmental Services, LLC. Colorado Business Bank is very pleased to have this fine company as a client. The Bank has extended several credit facilities to this company over the past two years all of which have been handled as agreed.

I have known and provided banking services to PCWS and its principals, Larry Giroux and Mike Rutsch for two years. I know that they operate the business with a high level of integrity and expertise. I would not hesitate to favorably recommend them.

Colorado Business Bank is very pleased with the current banking relationship and hopes to increase our association in the future. Please feel free to contact me directly at (303) 312-3434 if I can provide any additional information or answer any questions you may have.

Sincerely,



Joanne E. Reilly
Senior Vice President

Confidential



APPENDIX C: INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID C6 GEIWA-1	DATE (MM/DD/YYYY) 02/13/09		
PRODUCER Conrad M. Deneault, Jr. The Daniel and Henry Co. 1001 Highlands Plaza Dr West St. Louis MO 63110 Phone: 314-421-1525 Fax: 314-444-1990		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
INSURED Heartland Environmental Services, LLC Larry Gibson P O Box 220842 Kirkwood MO 63122		INSURERS AFFORDING COVERAGE INSURER A: Safeco Insurance Company INSURER B: Greenwich Insurance Co. INSURER C: INSURER D: INSURER E:	NAIC # 24740		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	☒ GENERAL LIABILITY	GEC001227306	05/01/08	05/01/09	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$5,000
	☒ Environmental	PEC000266908	05/01/08	05/01/09	PERSONAL & ADV INJURY \$1,000,000
	☒ Professional	PEC000266908	05/01/08	05/01/09	GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	POLICY ☐ PRO ☒ LOC				EEL 1,000,000
A	☒ AUTOMOBILE LIABILITY	01CG3459126	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	☐ GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY - AGG \$
B	☒ EXCESS/UMBRELLA LIABILITY	UEC000267008	05/01/08	05/01/09	EACH OCCURRENCE \$4,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$4,000,000
	DEDUCTIBLE				\$
	☒ RETENTION \$10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER For Insured Use			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2001/08)

© ACORD CORPORATION 1

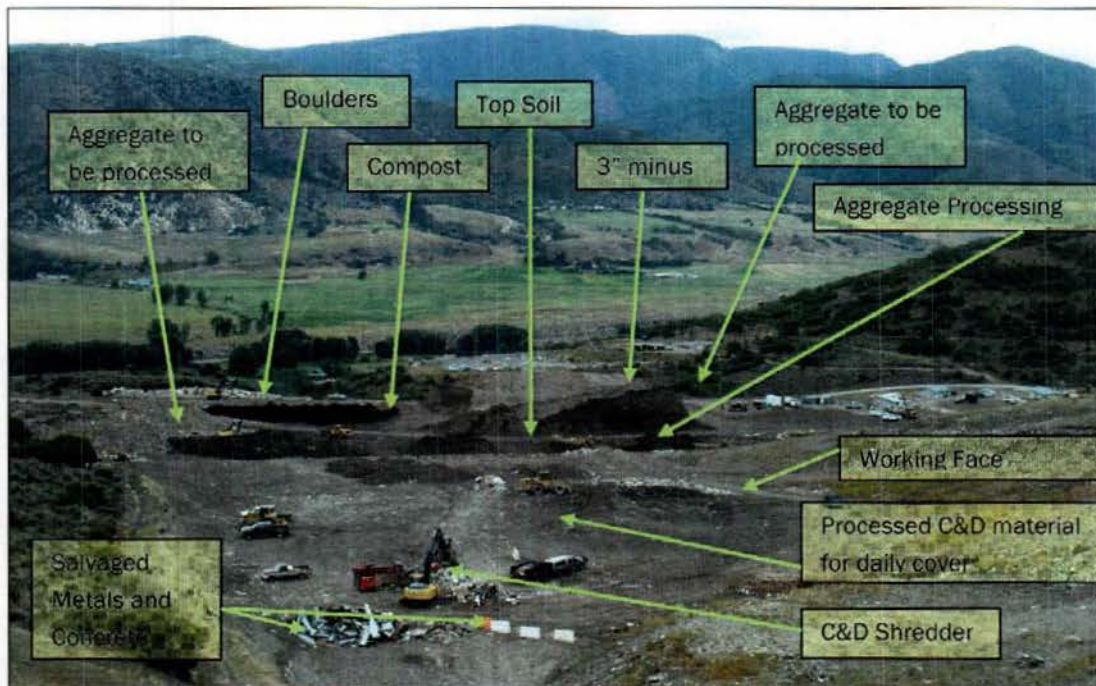
APPENDIX D: LOCAL EXPERIENCE



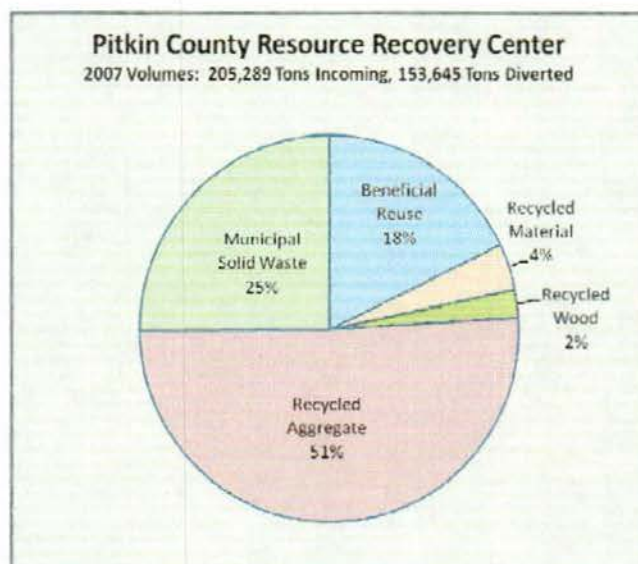
Pitkin County Waste Systems (PCWS), a subsidiary of Heartland, began operating the Pitkin County Landfill in 1999. At that time, Pitkin County was very interested in changing the way their landfill was operated and issued an RFP for 3rd parties to operate the landfill. During the contract period, PCWS has significantly reduced the volume of waste placed in the landfill, increased recycle and beneficial use of the diverted materials, and reduced the cost of operations. PCWS's performance has been viewed very positively by Pitkin County, resulting in contract extension through 2016.



The above photos show operational improvements in the landfill from 1999 to 2003. The photo below illustrates the operation of the landfill and all the recycling activities at the site in 2008. These photos were all taken from the same location.



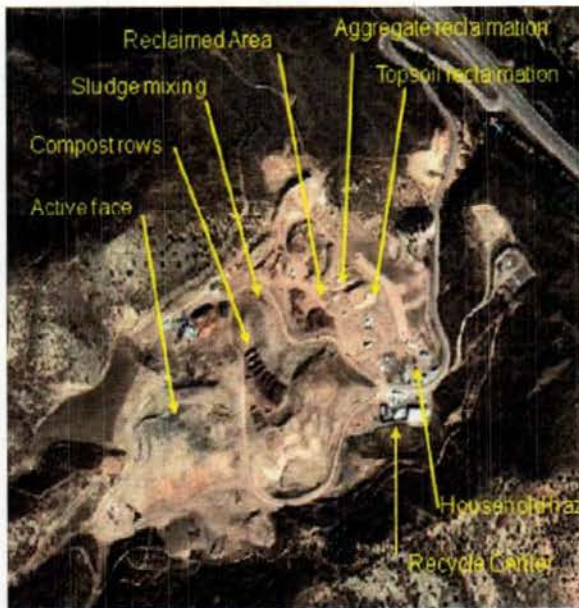
The photo above is from 2008 showing the active area of the landfill. The photo shows the many areas for processing materials that are diverted from the landfill and reused.



The results of these changes have been very significant. The chart on the left shows material that was diverted from the landfill in 2007. Overall, 75% of the incoming material was diverted.

The actual tonnage diverted was:

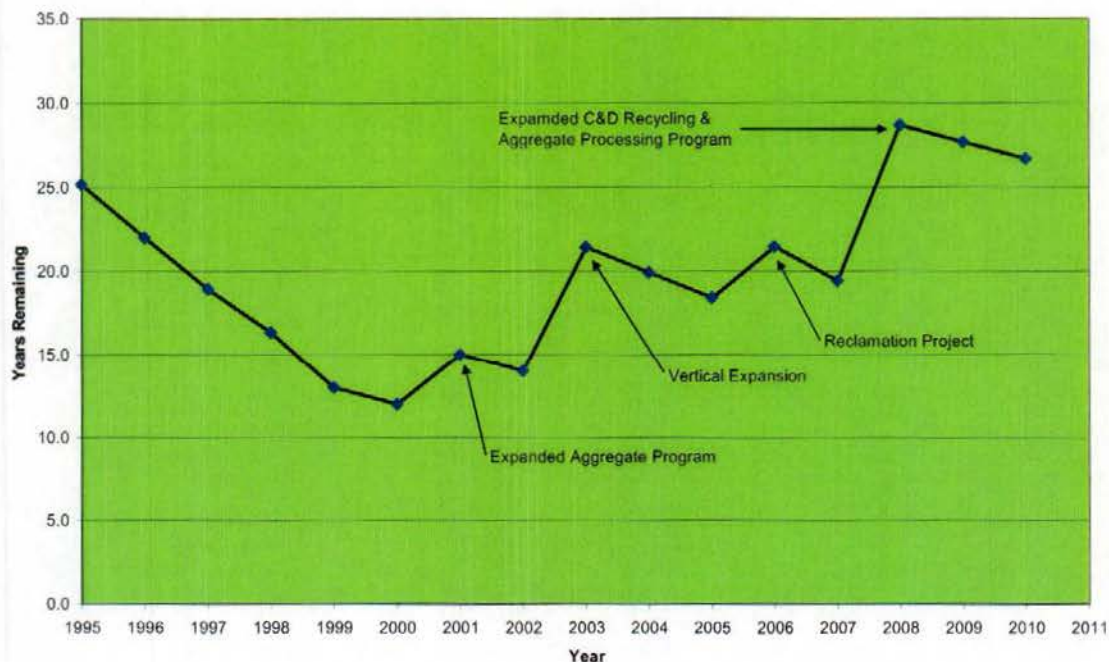
Material	2007 Tons
Beneficial Reuse	36,463
Recycled Material	7,910
Recycled Wood	4,830
Recycled Aggregate	104,442
Municipal Solid Waste	51,444
	205,089



The aerial view on the left shows another view of the processing areas.

One significant benefit to the changes implemented by Pitkin County and PCWS is the extension to the life of the landfill. In 1999, the remaining life of the landfill was 13 years. Today, 10 years later and without any expansion of the footprint of the landfill, the remaining life of the landfill is still greater than 25 years.

Pitkin County Solid Waste Center Remaining Life (years)

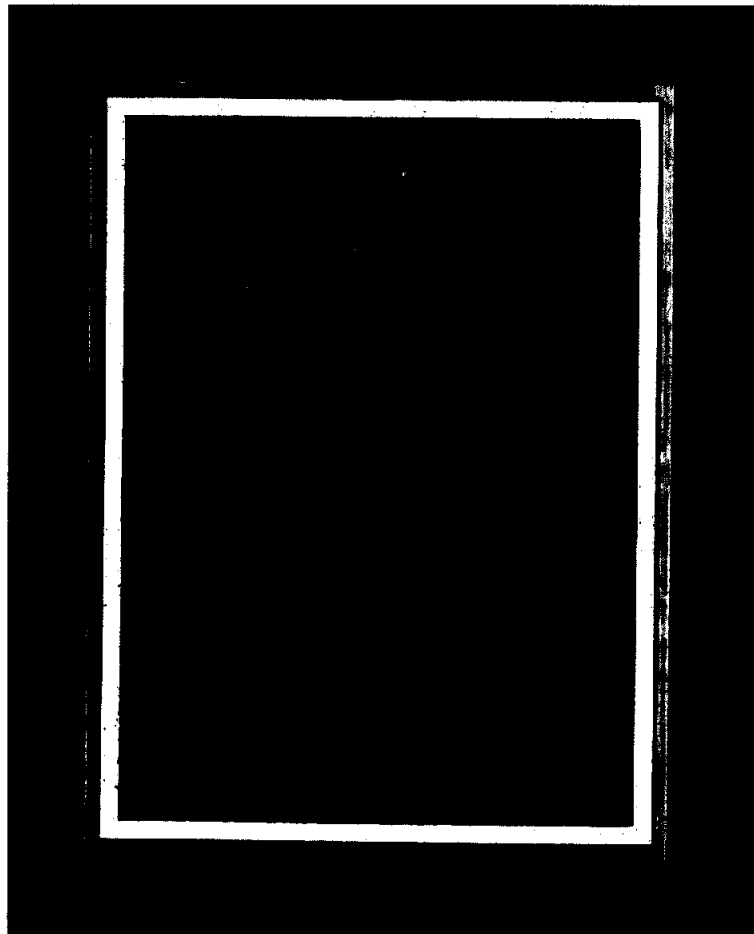


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The life extension shown on the graph above is for the Pitkin County Landfill. Heartland believes similar benefits can be achieved at South Canyon Landfill.

Many people within and outside of Pitkin County have viewed Pitkin County's solid waste program as a success and, potentially, a model for similar sized facilities. One award that Pitkin County Solid Waste Department, Pitkin County Commissioners, PCWS, and others involved with this program are proud of is the American Public Works Association – Colorado Chapter, 2006 Public Works Project Award shown below.





APPENDIX E: EQUIPMENT AND VEHICLE SCHEDULE

The following schedule outlines the anticipated equipment supplied by Heartland and its subcontractor for use in the landfill operations, the compost and aggregate operations, and the wood grinding operations. All equipment required for this contract is currently owned by Heartland and its subcontractor except the equipment existing at South Canyon Landfill, which we plan to purchase. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B.

LANDFILL OPERATIONS

Cat 816 Compactor
John Deere 950 Dozer
Volvo 120 Loader
Cat D8 Dozer
Cat D250 Dump Trucks (2)
Cat 140 Grader
Volvo 290 Excavator
Hammel 850 Grinder (or equivalent)
Service Trucks

COMPOST/AGGREGATE LOADING & STOCKPILING

Cat 963 Loader

AGGREGATE PROCESSING/WOOD GRINDING

Metso LT 106 Metra Jaw Crusher
Metso LT Metra Track Cone Crusher
Extec S-6 Screening Plant
Extec E-7 Scalping Screen
McCloskey 621 Trommel Screen



Vermeer HG 6000 Horizontal Grinder

John Deere 240D Excavators (2)

John Deere 350 D Excavator

John Deere 644J Loader

John Deere 724J Loader

Volvo 180F Loader

100 Ft of Radial Stacker

Equipment Rate List

The cost/hour column is given for those portions of the proposal which reference work being performed as an addendum to the contract and based upon time and materials.

EQUIPMENT	COST/HOUR
CAT 816 Compactor	\$150.00
CAT D8R Dozer	\$215.00
John Deere 950 Dozer	\$200.00
Articulated Haul Trucks	\$175.00
Volvo 120 F Loader	\$160.00
Volvo 180 F Loader	\$180.00
CAT 963 Loader	\$180.00
John Deere 644 Loader	\$160.00
CAT 140 Grader	\$150.00
John Deere 240D Excavator	\$175.00
John Deere 350D Excavator	\$185.00
Water Truck	\$100.00



APPENDIX F: EQUIPMENT MAINTENANCE



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

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LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Purpose

Our Landfill Equipment Preventative Maintenance Program was established to assure periodic and proper lubrication and is designed to increase productivity and lower maintenance expense.

This program is a guide which outlines preventive maintenance activities to be performed on a regular, scheduled basis and should be considered as providing the minimum basic service levels to be attained.

Benefits

Below are listed a few of the benefits we derive from a scheduled maintenance program:

- Minimizes equipment downtime.
- Maintains equipment at efficient operating levels.
- Adds equipment life and reduce operating costs.
- Detects the abuse of Heartland equipment.
- Optimizes equipment trade-in value.
- Enable us to plan work schedules and repair schedules that will best fit into our planned use.
- Provides operating and repair costs estimates for budget and bidding purposes.
- Estimates spare parts inventory and stock replacement bulk.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Program Content

Well kept maintenance records form the basis for our successful program. The following items are required to be kept on file at our landfill offices:

- **Machine History Folder** -This folder is for permanent records of all maintenance activities performed on each piece of landfill equipment. Caterpillar tractor company supplies us with an excellent machine history folder.
- **Daily Equipment Inspections** -This is a daily report that is completed by each operator. It is filled out in its entirety to ensure protection for the operator and machine. Operators must complete this form and turn in to their supervisor daily.
- **Scheduled Service Forms** -The operator or mechanic performing the actual service completes these forms. The service intervals will be: 50 hour, 250 hour, 1000 hour, and 2000 hour. These intervals may vary depending on operating and weather conditions. The completed forms will be kept in the machine jacket folder.
- **Fuel and Oil Report** -This form records fuel and oil usage and report hours of machine use and end of month hour meter readings
- **Repair Work Orders** -Repair work orders ensure proper cost control of parts and labor and also provides a record of work performed. Copies of the repair orders will be kept in the jacket file.

Maintenance Scheduling

The use of a chalkboard (or similar) to schedule preventive maintenance service is required at all of our operating locations. The boards present a simple, easy to read message of when the last maintenance service was done. Every piece of landfill equipment will be washed on an as needed basis, depending on operating conditions.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

GUIDELINES TO INTERPRETING OIL SAMPLES

ENGINE

Copper 30	Iron 70	Chromium 3	Aluminum 15	Silicone 20	Lead 35
--------------	------------	---------------	----------------	----------------	------------

HYDRAULIC (1000 HR OIL CHANGE)

Copper 15	Iron 20	Chromium 5	Aluminum 15	Silicone 15	Lead -
--------------	------------	---------------	----------------	----------------	-----------

TRANSMISSION (POWER SHIFT – 1000 HOURS)

Copper 125	Iron 150	Chromium 3	Aluminum 10	Silicone 30	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

TRANSMISSION (DIRECT DRIVE – 1000 HOURS)

Copper 25	Iron 150	Chromium 5	Aluminum 10	Silicone 30	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

STEERING CLUTCHES (1000 HOURS)

Copper 200	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

FINAL DRIVES AND DIFFERENTIALS (1000 HOURS)

Copper 25	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

MOTOR GRADER TANDEM DRIVE (1000 HOURS)

Copper 15	Iron 400	Chromium 3	Aluminum 5	Silicone 50	Lead -
--------------	-------------	---------------	---------------	----------------	-----------



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

DAILY PRE-OPERATING CHECKLIST

Operator Name _____

Machine _____

Unit _____

Date _____

Hour Meter _____

- ☐ Coolant Level
- ☐ Crankcase Oil Level
- ☐ Transmission Oil Level
- ☐ Hydraulic Oil Level
- ☐ Fuel
- ☐ 8 hour Lube Points
- ☐ Air Filter

WALK AROUND INSPECTION

- ☐ Leaks
- ☐ Damage
- ☐ Tracks Clean & Adjusted
- ☐ Radiator Clean
- ☐ Drain Water Off Tanks
- ☐ Windows Clean
- ☐ Belly Pans Clean
- ☐ Additional Comments _____

IF OVERHEATING OR OTHER PROBLEMS OCCUR NOTIFY SUPERVISOR



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 50 or 250 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Walk around inspection			
Fan & Adjusting Pulley Bearings -lubricate 2 fittings			
Fan & Alternator Belts -inspect and adjust			
Engine Oil-check oil level (take oil sample, change oil, filters and Wash breather 250 hr service			
Radiator-check cap seals, coolant level, anti-freeze and rust inhibitor Concentration: add 8 oz of inhibitor if needed-both can be checked with Malcool 2,00-test strips inspect water hoses for leaks and damage			
Fuel System -check condition of filter, drain moisture and sediment from fuel tank, wash cap and filter screen			
Batteries -check electrolyte levels, battery terminals and hold down brackets and clean Air Cleaner -clean and check for holes or rips			
Parking Brake -test to determine if lever engages properly			
Check operation of gauges and warning lights			
Transmission -check oil level (change filter elements and take oil sample 250 hr service)			
Lubricate dozer or bucket linkage, per Lube Guide			
Check torque on wheel mounting nuts			
Cab Air Filters -check and clean (if necessary)			
Hydraulic Control System -check oil level			
Check Cutting Edges			
Check brake fluid reserve and adjust			
Lubricate all door and side panel hinges			
Inspect front and rear differentials and final drives -check lubricant levels			
Lower belly pans and do a visual inspection of all remote grease lines and fittings on differentials-inspect for damage and replace or repair as needed (250 hr service only)			



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders –Compactors
Preventive Maintenance Checklist 1000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 Hr Service			
Change transmission oil, wash magnetic strainer, clean breather and change filter			
Take Oil Sample from All Compartments			
Check wheels for wire and debris – clean as needed			
Check Wheel Cleats for wear and cracks – repot problems			
Change hydraulic filter elements			

Other Work Performed _____

Comments _____

Serviceman _____
Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 2000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 and 1000 Hr Service			
Hydraulic System -change hydraulic oil, wash hydraulic filter screen and re-install, disassemble filter element and inspect for particles-install new element			
Check air intake system for leaks			
Check end play on turbo-charge shaft			
Cooling system -flush complete system, replace with new anti-freeze solution and rust inhibitor (if needed)			
Check engine valve lash			
Inspect fan spider assembly, both sides -replace the assembly if any broken, loose or missing rivets are detected			
Change front and rear differential and final drive oil			

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

LANDFILL EQUIPMENT MAINTENANCE AUDIT

Audit Period _____ Date _____
Last Audit _____ Location _____

P.M. Schedule

- Are P.M.'s on all units scheduled?
- Are P.M.'s scheduled properly?
- Are P.M.'s completed on schedule?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Vehicle History Files

- Is there a file for each vehicle?
- Are files up to date?

YES	NO
☐	☐
☐	☐

Comments:

Purchase Orders

- Are purchase orders used for parts and/or outside repairs?
- Are purchase orders and work orders used together?

YES	NO
☐	☐
☐	☐

Comments:

Forms

- Are Heartland Maintenance forms being used?
- Are Heartland Repair Orders being used?
- Are forms filled out properly?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Unit Numbers

- Are unit numbers displayed properly?

YES	NO
☐	☐

Comments:

Operator Write Ups

YES	NO
-----	----



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

- Are Defect Reports written daily? ☐ ☐
- Are Defect Reports reviewed by the mechanic? ☐ ☐
- Are defects repaired as required? ☐ ☐
- How are operator write-ups carried over on work not completed? ☐ ☐

Comments:

Tires

- Are legal tires being utilized?
- Are tire pressures checked?

YES NO

☐	☐
☐	☐

Comments:

Shop Conditions

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES NO

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Parts Room

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES NO

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Note General Condition of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Note General Appearance of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles

Response

YES NO

■ Were discrepancies from the last audit responded to?

☐ ☐

■ Were discrepancies from the last audit corrected?

☐ ☐

Comments:

Preventive Maintenance

YES NO

■ Is scheduling board on site for P.M.'s?

☐ ☐

■ Are P.M. services current?

☐ ☐

Comments:

Vehicle Reports

YES NO

■ Operators Daily Equipment Inspection

☐ ☐

■ Repair Order Forms

☐ ☐

■ Historical Data File for each unit

☐ ☐

Comments:

Maintenance Expense Records

YES NO

☐ ☐

Repair Work Orders

YES NO

☐ ☐

Fuel Storage Log

YES NO

☐ ☐

Equipment Wash Schedule

YES NO

☐ ☐



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

	YES	NO
Oil Analysis	☐	☐

Parts and Tire Inventory

Inspect a Recently "P.M.ed" Unit

- | | YES | NO |
|-------------------------------|--------------------------|--------------------------|
| ■ All filters? | ☐ | ☐ |
| ■ Grease fittings? | ☐ | ☐ |
| ■ All fluid levels | ☐ | ☐ |
| ■ Was P.M. report filled out? | ☐ | ☐ |

Comments:

Wash Program

- | | YES | NO |
|-------------------------------|--------------------------|--------------------------|
| ■ Exterior | ☐ | ☐ |
| ■ Interior | ☐ | ☐ |
| ■ Crankcase guard / belly pan | ☐ | ☐ |
| ■ Engine and Transmission | ☐ | ☐ |

Comments:

House Keeping and Safety

- | | YES | NO |
|---|--------------------------|--------------------------|
| ■ Maintenance bays | ☐ | ☐ |
| ■ Tool room | ☐ | ☐ |
| ■ Parts room | ☐ | ☐ |
| ■ Equipment Parking | ☐ | ☐ |
| ■ Fire extinguishers (shop and equipment) | ☐ | ☐ |
| ■ Vehicle safety equipment | ☐ | ☐ |
| ■ Engine alarm | ☐ | ☐ |

Comments:

Equipment

- Number of pieces of equipment
- Spares
- Surplus (specify each)

Comments:



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Equipment Manuals

YES NO

- Does each piece of equipment have a repair manual? ☐ ☐
- Does each piece of equipment have a parts manual? ☐ ☐
- Does each piece of equipment have an operators manual? ☐ ☐
- ☐

Comments:

Current Inventory

YES NO

- Is inventory list up to date? ☐ ☐

Comments:

General Comments:

General Manager _____ Date _____

Director of Operations _____ Date _____



APPENDIX G: HEALTH & SAFETY PLAN

Policy

It is the policy of Heartland to comply with all federal, state and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state or local law.

Procedures and Controls

- I. Heartland is dedicated to the development and maintenance of an effective loss prevention and loss control program. The managers are expected to implement and manage a program that will meet the following objectives: Each facility will have a site specific Health and Safety Plan to help facilitate the following:
 - A. The prevention of accidents and exposures resulting in injury, illness and property damage to our employees, customers and general public.
 - B. Policies and controls that conform to applicable federal, state, provincial and municipal laws, and company rules and regulations.
 - C. The selection and training of all employees to ensure that all services and duties are carried out in a professional manner.
 - D. The provision of a safe and healthful work environment.
 - E. The provision of appropriate, safe, well maintained equipment for employees and customers.

Program success can only be achieved through coordination of efforts by all levels of management. COMMITMENT and ACTIVE PARTICIPATION are essential to the achievement of these objectives. The following guidelines are presented as guidelines to preparation of site specific plans.

II. EMPLOYEE ORIENTATION AND TRAINING

Prior to assignment, the manager will have every employee orientated to Heartland procedures and trained in the specific job requirements. This includes all contract and part time labor.

III. SAFETY PROMOTION

- A. Meetings – Safety meeting will be held weekly. The general manager will meet at least monthly with corporate staff. Operation and maintenance supervisors will meet with



their respective employees at least monthly to review all past accidents, and observed hazards.

- B. Bulletin Board Posting -Safety poster and articles which illustrate safety and health practices will be displayed where shop and field personnel may see and read them.

IV. MEDICAL PROGRAM

A. First Aid Requirements

- i) Training -Every supervisor will be trained and certified in basic first aid and CPR.
- ii) First Aid Kits -An approved first aid kit will be maintained in every shop and office area, each supervisor's vehicle, and each service vehicle.

V. OCCUPATIONAL HEALTH

All employees must be included in a Chemical Hazard Communication Program (Employee Right to Know) as required by applicable law and rules. This program will be included in the site specific Health and Safety Plan

VI. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment will include the following minimum standards:

- A. Foot Protection -Safety boots with steel-capped toes and puncture resistant soles will be worn by every employee engaged in operations or maintenance. (No gym or tennis shoes, sandals, lightweight or high-heeled dress shoes, no cut-out toes or heels.) Boots will be of the laced type, at least six (6) inches high and firmly laced at all times to provide needed ankle support.
- B. Hand Protection -Gloves appropriate to the task being performed will be worn.
- C. Head Protection -Every employee will be issued and required to wear a hard hat on the site whenever operating heavy equipment. Employees engaged in operations which subject them to the hazards of falling, swinging, or flying objects will wear hard hats at all times.
- D. Face and Eye Protection -Face and/or eye protection will be provided in the shop and will be worn whenever welding, grinding, sanding, chipping or other operation producing fine particles is performed. Eye protection will also be issued and used during operation when dust, splash, or other hazards to the face and eyes are apparent or may be anticipated.
- E. Respiratory Protection -Adequate respiratory protection will be issued to and used by operating employees whenever subject to dust, fumes, smoke, or special waste contaminants such as asbestos. Sand blasting requires the use of a breathing air supplied hood.
- F. Hearing Protection -Any employee, subject to noise levels beyond those permitted under OSHA will be issued and will use adequate protection.



VII. FACILITY SAFETY

A. Inspections

- i) Facility inspections will be conducted monthly by lead operators. General Managers will conduct quarterly inspections
- ii) Fire Inspection/Gas Utility Inspection/Electrical Inspection -The local fire department must be requested to perform documented inspections of each facility annually. The local gas utility company or a contractor competent in gas utility inspection will inspect each facility's gas fired equipment annually.
- iii) Off site company property/buildings will be inspected annually

B. Fire Protection

- i) Fire Extinguishers -Appropriate fire extinguishers will be provided in every building (in accordance with OSHA requirements). Every collection, transfer, service and supervisor assigned vehicle will be equipped with a multi-purpose dry chemical or equivalent extinguisher UL rated 1A20BC (minimum) and serviced in accordance with NFPA 10.
- ii) Fire Warning System -An automatic fire detection system monitored by a central station or fire department will be installed in every building with values exceeding \$250,000 or where vital records are stored. A service contract will be maintained and inspections made semi-annually by the local company used.
- iii) A written emergency card must be prepared for each facility and visible posted within all structures.

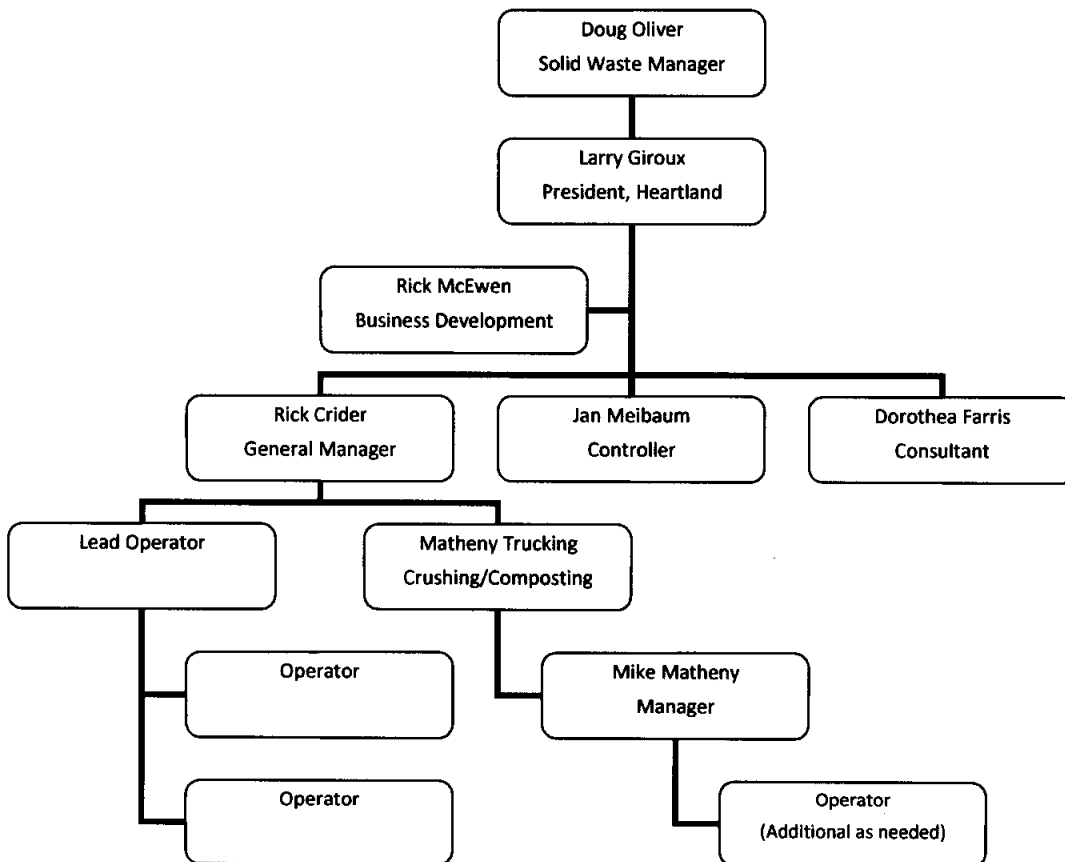


APPENDIX H: STAFFING PLAN

The organization structure for operation of the South Canyon Landfill is as follows:

POSITION	NUMBER
General Manager	1
Landfill Lead Operator/Mechanic	1
Landfill Operator	2
C&D Recycling/Processing Operator	1

The City will have direct access and communication with the General Manager and can contact corporate staff at anytime. Corporate staff will maintain communication with the city on a regular basis.



Larry Giroux

Owner and Manager

Areas of Expertise

- Environmental Regulations
- Regulatory Negotiations
- Solid Waste Management
 - ◊ Landfill Operations
 - ◊ Collection and Transfer Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois

Certified Solid Waste Technician and Instructor, Missouri

Certified: Landfill Operations, SWANA

Continued Professional Development

Professional Selling Skills 1996

Development Dimensions International (DDI) Interaction Management 1995

Fleishman Hillard: Media Training 1993-1995

Meeting Facilitator Training 1994

SWANA Landfill Gas Symposium, New Orleans 1993

Hazardous Waste Identification Training 1993

24-Hour Emergency Response Training 1993

Safe Chemical handling Training 1993

Presentations and Public Speaking

1994	City of Bridgeton, Missouri City Council Superfund Status"	Bridgeton, Missouri
1994	St. Louis County Board of Directors Superfund Status"	St. Louis, Missouri
1992-1993	Kansas City Board of Zoning Adjustment Greenfield Project Hearings"	Kansas City, Missouri
1990	Missouri Solid Waste Control Coalition Landfill Operations"	Columbia, Missouri
1998-1991	Kansas City Board of Zoning Adjustment Landfill Extension Hearings"	

Experience

Heartland Environmental Services, LLC
Snowmass Village, Colorado

2004-present

PRESIDENT AND CO-FOUNDER

Landfill Operations, landfill gas to energy, industrial waste water
Evaporation, Biodiesel generation projections, International
carbon credit projects

Larry Giroux

Owner and Manager

HEARTLAND, LLC
St. Louis, Missouri

1999-present

DIRECTOR OF OPERATIONS, Nationwide

Manage the operations of solid waste subsidiaries which include landfill operations, closed landfill operations, transfer station operations, and solid waste collection and transportation.

ALLIED WASTE INDUSTRIES
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

1986-1999

DISTRICT MANAGER, Kansas City, MO

Manage the sales, marketing and operations of 6 collection companies, 3 transfer stations, 2 material recovery facilities, 4 landfills, 2 closed landfills and 1 superfund site in Western Missouri and Nebraska (3,000 tons per day/\$0 million annual revenue) for the 2nd largest solid waste company in North America. Execute acquisitions, landfill expansions, and zoning extensions. Supervise a staff of 200.

SENIOR DIVISION GENERAL MANAGER, St. Louis, Missouri (1993-1997)

Managed 5 active landfills and 2 closed landfills in Missouri and Illinois (6,000 tons per day) to include cell development, landfill closure projects, and capital management. Supervised over 70 employees.

- Member of a team selected to participate in bidding, and if successful, construct and operate a 6,000 ton per day landfill (ocean reclamation) in Hong Kong. Member of the Board of Directors of the joint venture company formed for the Hong Kong project.
- Permitted a 95-acre horizontal expansion, Southern Illinois, 1994; 40 acre horizontal expansion, Jefferson City, Missouri, 1996; and 2 vertical expansions, St. Louis and Kansas City, Missouri, 1994-1996.
- Selected as Interim Regional Landfill Manager for six months (10 landfills/10,000 tons per day)
- Successfully negotiated a high BTU landfill gas project (\$0 million) with Laclede Gas Company.
- Managed local public relations and politics for a major superfund site, 1993-1997.
- Member of the strategic planning team for the St. Louis market (10 year development plan)
- Met or exceeded financial/budget objectives every year.

DIVISION MANAGER, Kansas City, Missouri (1988-1993)

Managed a landfill (2,000 tons per day) to include profit/loss responsibility, safety, environmental compliance, landfill gas collection system, public relations and political aspects.

- Met financial/budget objectives every year.

Larry Giroux

Owner and Manager

OPERATIONS MANAGER, Kansas City, Missouri (1986-1988)

Affiliations

Missouri Waste Control Coalition
Missouri Solid Waste Advisory Board
National Solid Waste Management Association (NSWMA)
Solid Waste Association of North America (SWANA)
Kansas City Industrial Council (KCIC) Board Member

Other Significant Endeavors

Professional Hockey Player: St. Louis Blues, Detroit Red Wings, Kansas City Scouts, Hartford Whalers.

Rick McEwen

Business Development Manager

EXECUTIVE SUMMARY

Senior Manager with 35 years of experience in the Environmental Industry with focus on North American, Solid, Hazardous and Liquid Waste Management. Key areas of demonstrated Leadership Strength are operational management, strategic planning and implementation, acquisition integration; multiple facility operations, transportation and supply chain management. Responsible for Operations directly impacting: compliance, growth, revenue and results.

CAREER EXPERIENCE

The Heartland Companies ***2004-present*** ***Business Development Manager***

Responsible for acquisitions, development, operations and marketing. Heartland Companies own proprietary liquid waste processing equipment that utilizes landfill gas and waste heat as energy sources to treat various aqueous waste and residual products. Development and leadership of a strategic initiative to target Carbon Footprint Reduction for Industrial Waste water customers by innovatively developing a Green House Gas Credit strategy with a key partner.

- Organizational plan, recruiting, staffing and corporate governance
- Operational and business management plans and systems.
- Strategic plan for growth and marketing of services, Customer relationships and Stakeholder management
- Business plan, budget preparation and accountability for results
- Developed a business plan and model to purchase, with innovative financing, closed solid waste landfills and/or Landfill Gas (LFG) rights for renewable energy based economic and environmental enterprise

Strategic Environmental Partners ***2002-2004*** ***Senior Vice-President***

Environmental Business Management Services including:

- Due Diligence, Operational Plans and Consent Order Negotiations for a Private Solid Waste Company regarding Landfill facilities
- Expert witness testimony for Bayonne New Jersey in Solid Waste Matter
- Project Development for a Bio-Reactor Food Waste Project in New York City
- Developed a Strategic Business Plan for Implementing a Vacuum Truck Based non-hazardous waste Environmental Services business for a publicly traded company.

Waste Management Inc., Eastern Area ***2000 to 2002*** ***Vice President of Landfills***

Operations Management for Landfills and Transfer Stations including Engineering and Environmental Compliance staff of 50, with a capital budget of \$250 million, for Landfill expansions, operations and compliance. The Eastern Area facilities managed 32 million tons of solid waste for landfill disposal and 18 million tons at transfer stations.

- Developed and Implemented Strategic Plans to maximize Disposal assets using Supply Chain Management to develop least costly options for transportation and disposal, including long term asset replacement strategy, delivered \$12 million in improved earnings.
- Developed Operations and Productivity Standards (Key Performance Indicators) for a Net work of Landfills (80) and Transfer Stations (100) measuring and reducing operating costs 5% on revenues of \$1.5 billion.

Rick McEwen

Business Development Manager

- Engineering and Environmental Compliance Reviews of all Lines of Business that reduced Notices of Violation by 10%

Safety-Kleen Corp. (formerly Laidlaw Environmental Services)

1997 to 2000

Vice President, Planning and Operations

Managed Corporate Operations Group of 800 employees with responsibility for waste disposal analysis and routing, transportation and supply chain management (rail, barge, truck), fleet management, purchasing, distribution, product development/support and manufacturing.

- Senior Management team member that Integrated Operations of Rollins Environmental (1997, \$300mm revenue) and Safety Kleen (1998, \$900mm revenue).
- Multiple Facility Management including Dioxin and Hazardous Waste Incineration, Hazardous Waste Landfill Disposal, Waste Water Treatment, Service Centers, In-Plant-Services, Harbor Dredging and Brownfield Development using stabilized dredge material
- Consolidated and Standardized 90 laboratories at a cost reduction of \$10 million annually
- Selected and implemented a Supply Chain Management System for selection of facilities and routing of Materials for Disposal and Products for Distribution reducing transportation costs by \$4 million annually

Laidlaw Waste Systems

1989 to 1997

Senior Vice President

Complete Integrated Waste Services management for Laidlaw Waste Systems operations, responsible for all Landfill operations in North America, including Siting, Permitting, Engineering, Operations and Compliance. Senior Manager for residential, commercial and industrial collection and landfill disposal, recycling, municipal incineration and medical waste collection and disposal for Canadian Operations (1996-1997)

- Improved Cash Flow and Earnings every year through Capital and Cash Flow Management Process coupled with Strategic Planning and an Operational Excellence Program
- Engineering and Environmental Compliance Management program for North American Landfill facilities that increased facility capacity and earnings every year through permitting and expansions
- Key Member of Management Team that implemented Vision, Mission and Values and a Customer Service Delivery System, resulting in customer retention and Organic Growth.
- Key Member of Management transitioning the sale of Laidlaw Waste Systems to Allied Waste (\$1.8 billion), Government appointed Independent Manager to the Canadian Combines Unit in Allied's sale of Canadian Business to USA Waste (\$650 million).

Browning Ferris Industries and CECOS International (1984-1985)

1983 to 1989

Vice President

- Multiple Facility management, and Operations of Solid and Hazardous Waste Landfills
- Acquisition growth and Integration of Services
- Engineering oversight and Environmental Compliance including Facility Permitting and Expansions

CH2M Hill Consulting Engineers

1973 to 1983

Project Manager

Various project and construction management assignments including:

Rick McEwen

Business Development Manager

- Florida Coastal Construction Protection Zone
- Grand Strand Water and Sewer Authority Collection System
- Refuse Derived Fuel Waste Handling Facility, Monroe County, NY
- Love Canal Mapping and Remediation, Phase I

ADDITIONAL EXPERIENCE

1979 to 1983	Adjunct Faculty Rochester Institute of Technology
2003 to Present	Society of Leading Professionals a McGraw Hill Company

EDUCATION

AAS	SUNY Land Surveying Technology
BPS	SUNY Bachelors of Construction Management

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor (Inactive) – Florida, Georgia and New York

BOARD OF DIRECTORS

2005 - 2008	Liquid Solutions, LLC
1999 - 2000	East Richland County Public Service Commission
1992 - 1998	NASDAQ Traded Viro Group
1979 - 1983	Genesee Valley Land Surveyors Association, Board of Directors and Secretary

Rick Crider

General Manager

Areas of Expertise

- Landfill Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois
Certified Solid Waste Technician, Missouri
Certified Solid Waste Technician, Colorado

Education and Military Experience

South Range High School, North Lima, Ohio, 1971-1975
Mahoning County Joint Vocational School, North Lima, Ohio
Computer Training 1974-1975
United States Navy, Holy Loch, Scotland, 1976-1979
National Spill Control School, Corpus Christi State University, 1981
Numerous Solid Waste Seminars and Training Courses

Experience

HEARTLAND ENVIRONMENTAL SERVICES, LLC 1999-present
Snowmass Village, Colorado

LANDFILL MANAGER, Pitkin County Waste Systems, L.L.C, Aspen, CO
Manager of entire solid waste operations including daily operations of sanitary landfill, landfill closure operations, topsoil and aggregate recovery, and sewage sludge and wood waste composting.

ALLIED WASTE INDUSTRIES 1986-1999
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

LANDFILL OPERATIONS MANAGER, Jefferson City, MO 1990-1999
All landfill supervision of daily landfill operations. Final cover certification, construction of new cell liner and installation of leachate collection system, installation and operation of gas management system. Assist Division Manager in budget preparation, maintenance costs, and labor costs.

LANDFILL OPERATIONS MANAGER, Belleville, IL 1989-1990
Budget preparations, daily cost controls, employee supervision, on daily activities. Managed the excavation and installation of leachate collection system including excavation of old refuse and the removal and replacement of 1500' of levee and liner construction.

ENVIRONMENTAL WASTE CONTROL, INC. 1988-1989
Delong, Indiana

GENERAL MANAGER, Hazardous Waste Landfill
Supervised subcontractor and development of new cell and installation of 80 mil liner with a leak detection system. Supervised daily operations of waste handling, maintaining safety with protective equipment. All building and excavation were performed to site design plans.

Rick Crider

General Manager

LAIDLAW WASTE SYSTEMS
Burlington, Ontario, Canada

1984-1988

DIVISION MANAGER, Kansas City, Missouri

Manager multi-million dollar operation; supervise staff of 20.; prepare cost control budget with weekly cost projections; plan daily operations six months in advance; coordinate and preside over monthly safety meetings and employee round table meetings; negotiate for city and municipal contracts; comply with all state and regulatory agencies.

R.E. WOLFE ENTERPRISES OF CALIFORNIA
Fontana, California

1984

LANDFILL MANAGER

Supervised two landfills in the valley on all landfill related items: pushing trash, excavations, public relations, equipment operation and all cost controls as well as minor repair to on-site equipment.

ENVIRONMENTAL SPECIALS, INC.
Kansas City, Missouri

1983-1984

PROJECT SUPERVISOR

Supervised handling and clean-up of various hazardous materials. Managed and controlled personnel, equipment, paper work, equipment servicing, setting up accounts and lodging, Stabilization of dioxin and complete decontamination of houses in St. Louis area.

TRI-CITY CONSTRUCTION COMPANY
Kansas City, Missouri

1981-1983

LANDFILL SUPERVISOR, Kansas City and Wichita

Supervised the building of the trash slope as per plans and drawings and applied intermediate and final cover on finished trash. Performed all repairs on landfill equipment on-site with landfill mechanic; responsible for road repairs, drainage systems, all paperwork; setting up new accounts; public relations.

Janet Meibaum

Controller

Areas of Expertise

- Solid Waste Industry Financial Accounting

Education

Bachelor of Science, Accounting, Louisiana State University, 1982

Experience

Heartland Environmental Services, LLC 1999-present
Snowmass, Colorado

CONTROLLER

Responsible for the overall financial concerns of the company, including financial reporting, accounting controls, business plans, forecasting profitability, and analyzing opportunities. Heartland Environmental Services acquired GEI Waste Systems in 2008.

ALLIED SERVICES, L.L.C. 1986-1999
LAIDLAW WASTE SYSTEMS, INC.
Scottsdale, Arizona

DIVISION CONTROLLER, St. Louis, Missouri

Responsible for all general accounting functions for three integrated companies with total annual sales of \$47 million. Prepare annual budgets for multiple line of business companies, including balance sheet and cash budgeting. Prepare quarterly forecasts. Assist management with general planning and administration, including pricing strategy for commercial hauling and municipal bids. During 1994 developed market strategic plan for the three St. Louis area landfills, utilizing life of landfill site proformas which Ms. Meibaum helped design, while analyzing costs and profitability under various development and market condition scenarios. Developed unique landfill accruals and depletion including depletion of future site development capital. Allied Waste Industries acquired Laidlaw Waste Systems in 1997.

GSX CORPORATION 1983-1986
SCA SERVICES, INC.
St. Louis, Missouri

AREA FINANCIAL MANAGER

Provide planning and analysis in preparation of annual budget, quarterly forecasts and monthly variance report. Provide management and training for clerical staff. Guided staff through two major billing system conversions. Under Ms. Meibaum's direction aged accounts receivable was reduced from 70 days to 35 days on an average receivable of \$1 million. Designed an automated purchase order system to capture costs and accruals, complete with management reports used for profit forecasting. GSX acquired SCA Services in 1984.

Janet Meibaum
Controller

CUSTOMER SERVICE ELECTRICAL SUPPLY CORP.
Baton Rouge, Louisiana

1980-1983

ACCOUNTING CLERK

While attending college Ms. Meibaum worked for this small but rapidly growing wholesale electrical supply company. She helped design internal controls and helped the company convert to an automated billing and general ledger system.

Matheney Trucking, Inc.

Subcontractor

Matheney Trucking, Inc. was established in May, 1998 as a local dump truck company serving various earthmovers in the Roaring Fork Valley. Matheney Trucking, Inc. has evolved into a multi-faceted Colorado corporation specializing in custom crushing and screening, wood grinding and screening, C&D handling, and volume reduction. Our state-of-the-art equipment lineup includes the latest technologies from around the world. Our client list includes all the major earthmoving companies in the Roaring Fork Valley as well as national companies such as Peter Kiewitt and Ames Construction.

Our current list of equipment includes the following:

2008 Metso LT 106 Metro Track Jaw Crusher
2008 Metso LT 200 hp Metro Track Cone Crusher
2007 Extec S-6 Screening Plant
2005 Extec E-7 Scalping Screen
2006 McCloskey Brothers 621 Trommel Screen
2007 Vermeer HG 6000 Horizontal Grinder
2006 Hammel 750 KD Shredder
Two 2006 Deere 240D Excavators
2006 Deere 350D Excavator
2006 Deere 644J Wheel Loader
2007 Deere 724J Wheel Loader
2008 Volvo 180F Wheel Loader
2008 100 ft Radial Stacker
Three 2008 60 ft Jump Conveyors
Three Field Service Pickups

Dorothea Farris

Consultant

Dorothea Farris has spent her entire adult life working on committees and boards on issues related to education and the arts, the environment and open space, the role of public lands, transit and trails, wildlife and habitat, and appropriate local, state, and federal legislation. A County Commissioner in Pitkin County, Colorado for the past 12 years, an elected position, she now serves as Commissioner for the Colorado Division of Wildlife, appointed by Governor Ritter, and works as consultant for Heartland Environmental Services.

Following is a listing of my work experience, the boards on which I have served, and my educational background.

Work Experience:

2009 –present	Consultant	Heartland Environmental Services, LLC	
	Carbondale, CO		
1997-2009	County Commissioner	Pitkin County	Aspen,
CO			
1992-1996	Office Assistant	Valley Journal	
	Carbondale, CO		
1989-1996	Administrative Assistant	Cleveholm Manor, Redstone Castle	Redstone,
CO			
1993-1994	Instructor: English	Colorado Mountain College	
	Carbondale, CO		
Fall 1988	Instructor: Handwriting Analysis	Colorado Mountain College	Aspen,
CO			
1988-1989	Admissions Counselor	Aspen Valley Hospital	Aspen,
CO			
1985-1988	Education Coordinator	Aspen Center for Environmental Studies	
	Director: School for Field Studies		Aspen,
	CO		
	Conference Director: Institute for the Enrichment of Rural Teaching		
1975-1988	Teacher: K-12 substitute	Aspen School District	Aspen,
CO			
1974-1981	Weather Observer	National Weather Service	Denver,
CO			
1957-1964	Teacher	Lake Washington Senior High School	Kirkland,
WA			
		Carbondale School District	
	Carbondale, CO		
		Basalt Elementary School	Basalt,
	CO		

Boards and Offices:

2008-2012	Colorado Division of Wildlife, Commissioner
2008	Colorado Counties, Inc., President
2007-present	Board of Directors, Rocky Mountain Rail Authority
2007-2008	Board of Directors, Colorado Representative, National Association of Counties
2009-	Conservation Leaders Network, Board of Directors
2006-2008	Conservation Leaders Network, advisory board member
2006-2008	New Century Transportation Foundation, board member
2006-2008	Gateway Communities Subcommittee, NACo Public Lands Committee, Chairperson 2007
2006-2008	Member: Board of Directors, Colorado Counties, Inc.
2004-present	Colorado Division of Wildlife, Public Education Advisory Council
2001-2008	RFTA – Roaring Fork Transit Authority, member / Chairperson 2004, 2006-2008
2001-2008	Colorado Counties, Inc. – Pitkin County representative
2001-2008	Public Lands Steering Committee, National Association of Counties, CCI representative
2001-2008	Western Interstate Region – Public Lands Committee
1998-1999	Colorado Division of Wildlife, Commissioner
1997-2001	Ruedi Water and Power Authority, member
1997-2001	Roaring Fork Railroad Holding Authority: Board member/Chair
1997-2008	Pitkin County Commissioner, Pitkin County, Colorado

Dorothea Farris

Consultant

1993-present	West Elk Loop Scenic and Historic Byway Committee
1994	Redstone Community Association, President
1969-1988	Board of Education, Aspen School District, Aspen, Colorado
1969-1988	Mountain Board of Cooperative Services, Leadville, Colorado
1969-1988	Colorado Association of School Boards: Board of Directors, Denver, Colorado
1987-1988	Snowmass-Aspen Repertory Theater: Board of Directors, Aspen, Colorado
1983-1988	Aspen-Snowmass Council for the Arts: Board of Directors, Aspen, Colorado
1970-1987	Ballet Aspen: Board of Directors, Aspen, Colorado
1982-1985	Wheeler Opera House Commission, Aspen, Colorado
1978-1984	Colorado Commission on Teacher Education and Certification, CDE, Denver, Colorado
1986-1987	Governor's 2+2 Task Force: Elementary/Secondary Education in Colorado
1984-1986	Governor's 2+2 Task Force: Teacher Quality Study, State of Colorado
1981-1985	Aspen Center for Environmental Studies, Board of Directors, Hallam Lake Sanctuary, Aspen, CO
1979-1981	Colorado School Districts Self Insurance Pool Board, Denver, Colorado
1970-1972	Community School Foundation: Aspen Community School, Aspen, Colorado. Founding member.

Education:

1999	Leadership Aspen Seminar Training / Graduate
1992	Regis University in the Mountains: Masters Degree Courses: Business
1990-1991	Colorado Mountain College: Masters Degree Courses: Education
1988	Associated Travel School, Inc. Miami, Florida
1985	American Handwriting Analysis foundation: Master Grapho Analysis Certification
1974	Weather Observer Certification: National Oceanic and Atmospheric Administration
1957-1959	Graduate level course work at a variety of colleges and universities
1957	BA Degree: University of Colorado, Boulder, Colorado Distributive Studies: English, Geography, Geology, and Education.

Writing:

I have written numerous professional and historical articles, as well as some fiction. I assisted in the writing and production of Elk Mountains Odyssey, West Elk Loop Scenic/Historic Byway Guide. I am among those featured in the book A Life Well Rooted by Meredith W. Ogilby.

Travel:

I have traveled extensively in the United States, including Hawaii and Alaska, in Canada, and in western Europe and Africa.

Personal Information:

Date of Birth: July 21, 1935
Married: Doug Farris
Children: Donald, Brian, Anne
Grandchildren: Tucker, Wyatt, Grace, Caroline



APPENDIX I: REFERENCES

January 10, 2009

Mr. Larry Giroux
Heartland Technology Partners, LLC
9870 Big Bend Blvd.
St. Louis, MO 63122

To whom it may concern:

The County Commissioners of Pitkin County, Colorado are responsible for the county landfill operations. In 1999, the commissioners contracted with Mr. Larry Giroux and his company, Pitkin County Waste Systems (PCWS), for management and operation of the organics composting and aggregate recovery programs, daily landfill operations, and landfill closure preparation.

On the ground observations, annual review of photographic evidence, and comments from users support my position that Mr. Giroux's direction of PCWS' operations has resulted in an improved site with a lengthened life span. Adding life to the landfill is a very important aspect in our considerations, as added time saves money and avoids the consequence of finding another site or alternative to the landfill. Inadequate environmental conditions and poor operational procedures have been addressed, and noticeable improvements have been made. These improvements reflect the skill and experience of Mr. Giroux and his staff.

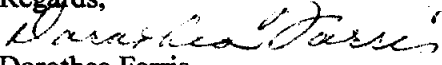
Communication among members of the PCWS managers, the landfill staff, the solid waste manager, and the commissioners has resulted in open and transparent discussion, high expectations, honest planning, and a high level of service to the community.

The Pitkin County community expects and demands a high standard of excellence in its services. Because the Pitkin County Commissioners share a sense of confidence in Mr. Giroux and his company, Pitkin County Waste Systems, they extended his contract to 2016, when they will consider two additional five year options.

Waste management operations in today's challenging world require awareness and review of options and opportunities. Mr. Giroux and his company provide the information and vision for the future that is needed by our community leaders.

Landfill management and operations require a high level of experience, skill, knowledge and training. Working with communities, especially ones with very high expectations, requires openness and the ability to communicate clearly some very complex concerns and considerations. Mr. Giroux and PCWS have provided the excellent service and high quality landfill operation processes and procedures demanded by a premier community.

Regards,


Dorothea Farris
Commissioner, Pitkin County, Colorado

Administration
Suite 301
(970) 920-5200
fax 920-5198

County Commissioners
Suite 301
(970) 920-5200
fax 920-5198

County Attorney
Suite 302
(970) 920-5190
fax 920-5198

Finance and Use Tax
Suite 201
(970) 920-5220
fax 920-5230

Printed on recycled paper

October 24, 2006

To whom it may concern:

This is in response to a request for a letter of recommendation regarding the operation of the Pitkin County landfill near Aspen, Colorado by Mr. Larry Giroux and his company Pitkin County Waste Systems. Pitkin County Waste Systems (PCWS) won a five year contract in open bidding, against five other bidders, with the lowest price and best proposal in May 1999. PCWS and Mr. Giroux are responsible for the organics composting, aggregate recovery, daily landfill operations, and landfill closure work.

At the time PCWS and Mr. Giroux assumed operation of the site, numerous environmental and operational problems existed, including inadequate daily, intermediate, and final cover, groundwater contamination, sloppy and unplanned waste placement, ponding of surface water, and large stockpiles of unprocessed materials. Each of these issues has been addressed and the positive changes are truly remarkable both in regulatory and aesthetic terms. Regulators, customers, staff, and commissioners are all very impressed and complimentary with the improvements that have resulted from PCWS' and Mr. Giroux's operations.

Personally, I have been pleased with PCWS, Mr. Giroux and his managers on several levels. They work well with my staff and they treat customers with respect, as well as respond quickly to difficult conditions. Whenever disagreeable matters arise, Mr. Giroux treats business relationships as important partnerships, which enables finding solutions to tough situations. The experience PCWS and Mr. Giroux bring thus raises the expertise of the Pitkin County staff and provides a very high level of service to the community at large.

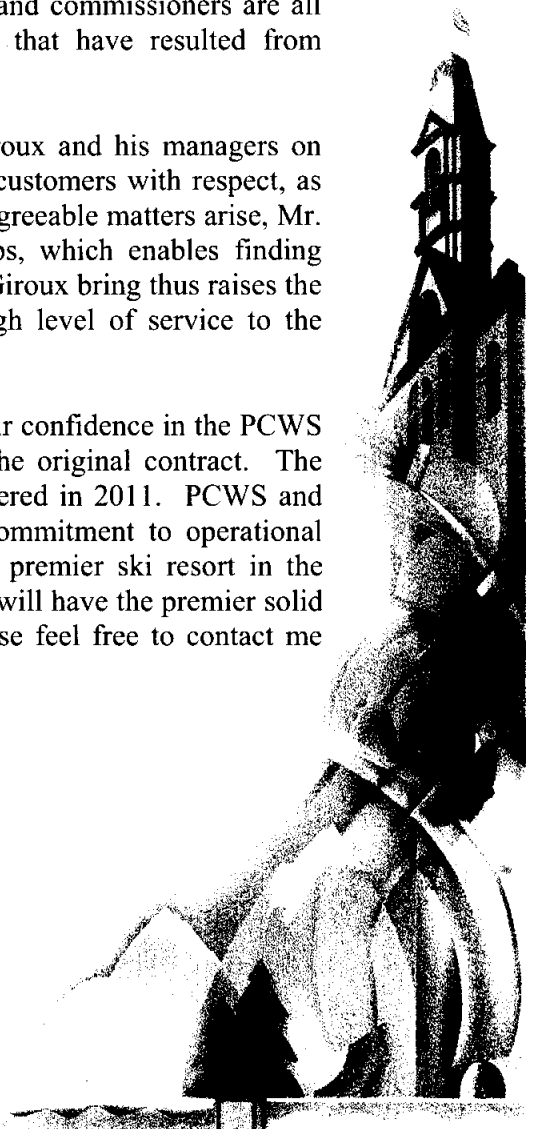
In 2005, the Pitkin County commissioners affirmed their confidence in the PCWS operation by awarding Mr. Giroux a ten year extension to the original contract. The extension includes an additional ten year option to be considered in 2011. PCWS and Mr. Giroux have brought the superb level of service and commitment to operational excellence that this facility expects. The community is the premier ski resort in the United States and with the help of PCWS and Mr. Giroux; we will have the premier solid waste management operation in the United States also. Please feel free to contact me should you have any other questions.

Very best regards,



Chris Hoofnagle
Solid Waste Manager

Solid Waste Center
76 Service Center Road
(970) 923-3487 fax (970) 923-2043 www.aspenpitkin.com



Northeast Nebraska Solid Waste Coalition

402-644-8715
402-644-8716, Fax
glund@ci.norfolk.ne.us

Solid Waste Division

Norfolk WPC
610 E Monroe Ave.
Norfolk NE 68701

March 23, 1999

To Whom It May Concern,

As a District Manager for Allied Waste, Larry Giroux was responsible for the Coalition landfill operation for a little more than one year. At the time he assumed these responsibilities, our landfill had a dismal operating record. Mr. Giroux implemented an equipment maintenance management system that improved the reliability of the site equipment. The equipment operating record immediately improved. We went from a period when every piece of equipment was inoperable and waste was left uncovered, to an operation where the majority of maintenance tasks were completed during scheduled down time.

Our site had been in court with neighbors following wind events that took wind-blown litter on to neighbor property. Mr. Giroux budgeted funds to build wind screens, litter cages, and perimeter fences. We are now able to manage the site operation through wind speeds approaching 40 mph. Mr. Giroux provided staff and equipment to surcharge an area of the landfill that had not been properly compacted. This allowed us to regain a portion of the previously wasted air space.

Mr. Giroux worked with much of the existing staff members to affect these changes. Changes in employee attitude, and equipment quality and reliability, changed the complexion of our operation. Mr. Giroux's experience and expertise in landfill operation were apparent and very much appreciated by our organization.

Sincerely,



Northeast Nebraska Solid Waste Coalition
Gary Lund, Solid Waste Manager

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

Public Works Department

Office of the Director

20th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

(816) 274-2364
Fax: (816) 274-2369

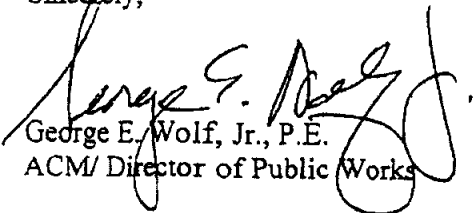
March 11, 1999

To whom it may concern:

Mr. Larry Giroux has managed the Southeast Landfill in Kansas City, Missouri on and off since 1988. Larry has strived for and improved the aesthetics, environmental integrity and the working relationship with City staff and the neighbors. He is very sensitive to public concerns and highly responsive if corrective actions are suggested in regards to operations or cleanup. Larry has dealt with our City in a professional manner.

If you require additional information, please feel free to call me at (816) 274-1779.

Sincerely,


George E. Wolf, Jr., P.E.
ACM/ Director of Public Works

GEW:pp



St. Louis County
Department of Health

Buzz Westfall
County Executive

Paula Livingston, DDS, MPH
Director

Division of
Environmental Protection

Central County Center
111 S. Meramec
Clayton, MO 63105
(314) 854-6698
Fax: 854-6951

North County Center
21 Village Square
Hazelwood, MO 63042
(314) 615-7469
Fax: 615-7439

South County Center
4562 Lemay Ferry Rd.
St. Louis, MO 63129
(314) 845-4027
Fax: 845-4008

West County Center
74 Clarkson Wilson
Chesterfield, MO 63017
(314) 530-2929
Fax: 530-2925

Animal Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 726-6655

Vector Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 727-3097

TDD for all sites:
(800) 735-2466

March 24, 1999

To Whom It May Concern:

I am pleased to be writing this letter on behalf of Mr. Larry Giroux. As supervisor of the Waste Management Section and regulator of solid waste facilities for St. Louis County, I had the pleasure of working with Mr. Giroux when he held the position of General Manager for the Laidlaw (Allied) Bridgeton Sanitary Landfill.

Mr. Giroux assumed responsibility, for what has been termed by many, to be one of the most complicated of landfills nationwide. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area businesses and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were awarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

I regard Mr. Giroux's ethics and integrity to be of the highest standard. He is highly knowledgeable of landfill engineering and operations and a pleasure with which to work. Mr. Giroux should be considered an asset to any organization.

Sincerely,

Susan R. Taylor, Supervisor
Waste Management Section
Division of Environmental Protection

SRT:eh

An equal opportunity employer

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
HEALTH

Dolores J. Gunn, MD
Director

October 4, 2006

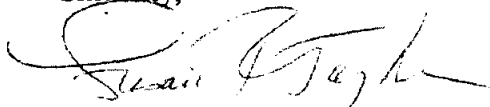
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Mr. Giroux assumed responsibility, for what has been deemed by many, to be one of the most complicated of landfills nationwide with a 5000 T/day incoming waste volume, 100,000/gal/year leachate production, and a 3500 cfm landfill gas generation rate. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area business and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were rewarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

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Sincerely,



Susan R. Taylor, Supervisor
Solid Waste Management Program
Division of Environmental Protection

:SRT

DIVISION OF ENVIRONMENTAL PROTECTION - SOUTH

4562 Lemay Ferry Road • Saint Louis, MO 63129 • PH 314/615-4027 or 314/615-4130 • FAX 314/615-4008
TTY 314/615-8428 or 800/735-2966 • web <http://www.stlouisco.com>
An Equal Opportunity Employer - Services Provided on a Non-Discriminatory Basis



February 12, 2009

Mr. Rick McEwen
Executive Vice President
Heartland Environmental Services
P.O. Box 220842
Kirkwood, Missouri 63122

Re: Glenwood Springs, Colorado Landfill/Solar Field Opportunities; 3000.300.1856.doc

Dear Mr. McEwen:

Hull & Associates ("Hull") is pleased to offer this expression of interest to partner with your company in developing large scale solar projects for the City of Glenwood Springs in conjunction with opportunities and operations of the City landfill.

In addition to Hull's extensive landfill expertise, Hull also provides renewable energy services that will add value to your team. As described below, our capabilities range from initial analysis through project implementation:

1. **Site Assessment** - evaluation of the project's solar footprint and related physical characteristics;
2. **System Design** - determining the optimal design and cost estimates for all solar components and interconnection with the utility grid or on-site facilities;
3. **Economic Analysis** - in-depth analysis of cash flows, returns, and operating and funding scenarios, including ownership options;
4. **Project Construction** - construction management of all aspects of the project, including contract management, equipment procurement, installation, assembly and energy start-up;
5. **Operation & Maintenance** - establish and manage an O&M plan to maximize performance.

Our overall assessment typically addresses all the key variables that can maximize solar project returns and related benefits, for example:

- **Investment tax credits, accelerated depreciation, and similar tax benefits** under U.S. state or other laws;
- Profitable options for **sales of solar power**;
- Availability of **grants, rebates and low interest loans**; potential revenues from sale of **renewable energy certificates** (RECs);
- Potential revenues and trade-offs associated with sale of CO₂e reductions; and
- Opportunities to leverage solar power to help address landfill operations and obligations.

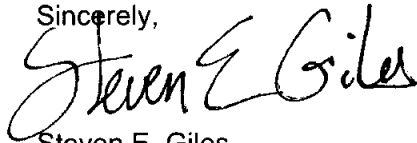
6397 Emerald Parkway • Suite 200 • Dublin, Ohio 43016
614.793.8777 fax 614.793.9070 www.hullinc.com

Mr. Rick McEwen
3000.300.1856.doc
February 12, 2009
Page 2

Hull is ready to work with you to address the City's desire to pursue viable renewable energy projects, and believe that a public/private partnership as you described will afford all parties the best opportunities for both landfill operations and the City's progressive alternative energy objectives.

Accompanying this letter is a Statement of Qualification that details our relevant services.

Sincerely,

A handwritten signature in black ink that reads "Steven E. Giles". The signature is fluid and cursive, with the first name "Steven" being larger and more prominent than the last name "Giles".

Steven E. Giles
Energy Market Leader

SEG/sjp

Enclosure

Ct: John Hull, Hull & Associates, Inc.
William Petruzzi, Hull & Associates, Inc.



APPENDIX J: TRANSITION PLAN

In May of 1999, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland, LLC, transitioned operations of the Pitkin County Landfill with ease and success. Due to the scope of permitting and large workload, Larry Giroux, owner, will personally supervise the initial six-month startup of the Glenwood Springs' contract to insure a smooth transition and assist in expediting permit modifications and subsequent actions. More specifically, upon contract award, we will do the following to ensure a smooth transition.

- Request a meeting with appropriate city staff and their consultants. Heartland attendees will include Larry Giroux, owner of Heartland; Rick Crider, General Manager; Janet Meibaum, Financial Controller; Dorothea Farris, Heartland's local political consultant; Mike Matheney, Heartland's subcontractor; and members of Aquaterra, Heartland's environmental consultant. Topics to be discussed in addition to the normal transition issues will be:
 1. Landfill reclamation/airspace swap;
 2. Temporary and permanent compost/liquids management permit modifications;
 3. BLM land swap;
 4. Overall permit redesign.
- Meet with new and existing personnel to discuss expectations, compensation, and benefits;
- Make arrangements with city staff for existing and new personnel to tour the Pitkin County Landfill prior to April 1 startup;
- Have any new equipment/offices delivered to the landfill one week prior to start date;
- One week prior to startup, Larry Giroux or Rick Crider and Janet Meibaum will be present to receive and set up new offices and equipment, coordinate all transition activities and review and become familiar with the South Canyon Landfill permit and operations plan. We will also coordinate all invoicing and communications procedures at that time;
- Establish an appropriate meeting schedule;
- We propose that Heartland's Owner or General Manager meet with city staff at least weekly during the first two months and at least monthly thereafter.

EXHIBIT C

- 1) 2008 John Deere 950J-WH Dozer, unit equipped with waste handling package and associated guards; Serial Number LU950JX009702.
- 2) 2008 Caterpillar 963D Track Loader, with clam-shell bucket; Serial Number CAT0963DLLCS00927.
- 3) 2008 Caterpillar 816F Series 2 Landfill Compactor; Serial Number CAT0816FJBZR00259.
- 4) 1998 Caterpillar D8R DS Dozer; Serial Number 7XM03610.
- 5) 1992 Caterpillar 140G Motor Grader; Serial Number 72V14880.
- 6) 1999 GMC C-8500 with Caterpillar 3126B engine and Evergreen 4,000 gallon water tank; Serial Number 1GDT7H4C5XJ519590.
- 7) 1996 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN00467.
- 8) 1998 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN01005.
- 9) 1993 Ford F250 Pickup; Serial Number 1FTHX26H2PKA86868.
- 10) 2006 Chevrolet 3500 Plow Truck with Meyer plow and Henderson salt spreader; Serial Number 1GBJK34UX6E237799, Truck; 00133709983, plow; FSP21342, salt spreader.
- 11) 1997 Caterpillar D7R Dozer; Serial Number 2EN00465.

**AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009**

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 ("Agreement") is made this 17th day of August, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Initial Agreement"), the original Initial Agreement being on file with the City Clerk; and

WHEREAS, Enterprise has learned that certain expansion work is critical to the continued operation and useful life of the South Canyon Landfill ("Landfill"); and

WHEREAS, Enterprise and Contractor had contemplated additional work to be undertaken at the Landfill which was not included in the Initial Agreement; and

WHEREAS, the parties are interested in including the expansion work to the Scope of Services in the Initial Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE INITIAL AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Initial Agreement is hereby amended to add paragraph d. as follows:

2. Scope of Services.

d. Contractor further agrees to provide expansion construction services as set forth below:

<u>Description</u>	<u>Estimated Quantity</u>
Clear and grub borrow and cell construction areas (assumes 6" over 5 acres)	4,100 cubic yards
Excavate soil to subgrade elevations	123,400 cubic yards
Place and compact structural fill to subgrade Elevations	30,000 cubic yards
Relocate existing haul road (3/4" road base)	92 ton

Install 12" compacted low permeability soil layer	3,250 cubic yards
Place 12" leachate drainage layer (shredded tires)	3,250 cubic yards
Install 6" leachate collection pipe (includes Aggregate material and geotextile)	750 linear feet

2. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

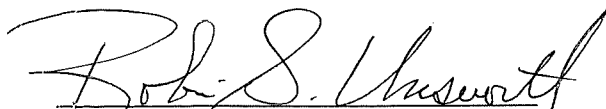
COST OF SERVICES/PAYMENT: As contemplated by Section 4(d) of the Initial Agreement, Enterprise will compensate Contractor for its work in providing expansion construction services at the hourly rates set forth in the Equipment Rate List set forth in Appendix E to the Proposal (as defined in the Initial Agreement). Contractor shall invoice Enterprise for the work completed by Contractor, and Enterprise shall pay the amount of each invoice within ten (10) business days after Enterprise's receipt of each invoice, subject to Enterprise's verification that the related work has been performed by Contractor.

TERM: The expansion work to be performed as set forth in this Amendment shall be effective as of the date of its execution by both parties and shall extend through September 30, 2010.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 17th day of AUGUST, 2009.

GLENWOOD SPRINGS LANDFILL
ENTERPRISE

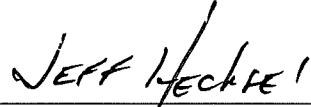
ATTEST:


Robin S. Unsworth, City Clerk

By: 

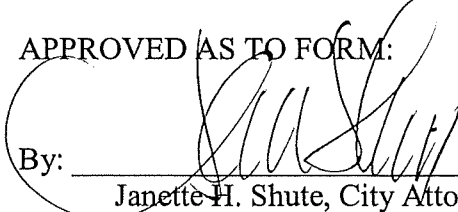
Bruce Christensen, Mayor

APPROVED AS TO SUBSTANCE:

By: 

Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: 

Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

By: _____

Larry Giroux, Manager

STATE OF COLORADO)

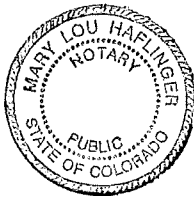
) ss.

COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 14th day of August, 2009 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7/27/2012



Notary Public

AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor"), is effective as of April 1, 2014 regardless of the date it is executed by the parties.

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Landfill") dated June 1, 2009 ("Initial Agreement"), which agreement was amended August 17, 2009 (collectively, "Agreement"), the original Initial Agreement and First Amendment being on file with the City Clerk; and

WHEREAS, the Initial Agreement was set to terminate March 31, 2014 but allows for extensions of four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five (5) year contract; and

WHEREAS, Enterprise is interested in maintaining the continuity of Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Agreement is hereby amended to add paragraph e. as follows:

2. Scope of Services.

e. Contractor's personnel must maintain certification in the following programs and disciplines:

1. Manager of Landfill: Solid Waste Association of North America, Manager of Landfill Operations certification
2. Manager of Landfill: Erosion Control Specialist or Transportation Erosion Control Specialist (ECS or TECS) through the Rocky Mountain Education Center, Course Code: CETC 150
3. All personnel must attend an Asbestos Recognition Course, annually.

2. Section 4.a. of the Agreement is hereby replaced with the following:

4. Cost of Services; Payment.

a. Appendix A is no longer in effect as of the date of this amendment. Enterprise shall pay Contractor for its services in the amounts set forth in



Appendix A-1 ("Pricing") attached hereto and incorporated herein. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month. If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.1.a.

3. Section 4.c. of the Agreement is hereby amended by changing the off-road fuel cost from \$3.00 to \$3.50, as follows:

c. In the event that the average off-road fuel cost paid by Contractor in the performance of its work under this Agreement exceeds Three Dollars and fifty cents (\$3.50) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (1) the amount by which such average cost per gallon exceeds \$3.50 times (b) the number of gallons of off-road fuel utilized by Contractor at South Canyon Landfill during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.

4. Section 12.1. a. of the Agreement is hereby amended by changing the notice days from 30 days to 20 days, as follows:

12.1.a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of twenty (20) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than twenty (20) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the twenty (20) day period and thereafter diligently completes the cure.

5. Section 17 of the Agreement is hereby replaced with the following:

17. Permits. The Enterprise shall be responsible for obtaining and maintaining

in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing of groundwater, methane and leachate ponds), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits. Enterprise shall keep Contractor informed of any changes in design or operational requests it plans to make to any regulatory agency, and Enterprise may include Contractor in meetings. Any additional cost impacts to Contractor due to changes in design or operation will be negotiated at that time. Should Contractor choose to have or perform other operations beyond what is included in this Agreement, the terms will be negotiated at that time; however, Contractor agrees to reimburse the Enterprise for all permitting, engineering, and sampling and monitoring expenses to implement and maintain the other operations.

In the event federal, state or local regulations change, Contractor shall have the right to provide Enterprise with a cost impact analysis to Contractor, and if necessary, revisions to Contractor's compensation will be negotiated at that time.

6. Deletions in the following sections as stated in Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, to the Agreement are indicated by ~~strikeouts~~, and additions are indicated by **bold** lettering. All other sections of Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, remain in effect and unchanged.

Exhibit A, Supplemental Conditions:

WORK BY OTHERS. Private utilities, the City or other parties may be expected to be working within the **Landfill boundary** during the Contract. These may be as specifically listed hereafter or if not listed shall be determined by the **Enterprise**. ~~Contractor~~. The Contractor shall cooperate and coordinate with **other parties** ~~whoever else may be working within the Landfill boundary for the Enterprise, in order that the other parties may proceed in an orderly manner. in the area in order that golf driving range construction may proceed in an orderly manner.~~

...

A-II. RECOVERY, COMPACTION AND COVERING OF
CONSTRUCTION & DEMOLITION (C & D) WASTE

The Contractor's responsibilities shall include, but are not limited to:

- Divert **non-suspect C&D waste, to a designated processing area for materials recovery furniture, and mattresses to a designated processing area to be reduced and used for Alternate Daily Cover (ADC), as approved by CDPH&E;**

- Separate and stockpile **items that are reasonably** recoverable materials including rock, concrete, asphalt, soil, ~~weed~~, and metal;
- ~~Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC)~~
- **Metals will go to the scrap pile area; concrete, asphalt, soil will go to their designated processing area;**
- **Contractor's employee at the working face as he covers or screens loads will notify the scale personnel upon discovery of additional chargeable or illegal items, such as appliances, tires, electronics or liquids;**
- **All grinding materials for ADC must comply with the current CDPHE stipulations**

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. **In the event Contractor is required to obtain off-site water, the Enterprise shall reimburse Contractor at a negotiated cost per load.** Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure drivability and safety of access and haul roads.

The Contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of ~~10%~~ **8%; situations requiring steeper grades will be reviewed on a case-by-case situation.**
- Dust control on a daily basis, ~~temperature permitting~~, when potential for dust generation exists, and dust generation control with ~~water dust palliative~~ being applied by **truck equipped with spray bars** as necessary
- Road reclamation (when working face has shifted and road is no longer needed)
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control
- Maintaining drivability of all internal site roads during all operating hours, including storm events
- **Contractor will be responsible for the repair of damage to the haul road as a result of its negligence.**

...

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260± linear feet of run-on diversion ditches, and approximately 10,000± linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper landfill operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The Contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds ~~once during the term of the contract~~ **including but not limited to as a result of a storm event and inundation of the pond, and following any debris event and after spring thaw and prior to winter freezing conditions;**
- Maintaining perimeter ditches to acceptable Best Management Practices standards and according to the January 2013 Stormwater Management Plan;
- Contractor will be familiar with, adhere to and complete all maintenance necessary for compliance with the January 2013 Stormwater Management Plan;
- All cover material borrow pit areas will be maintained to applicable Best Management Practices methodology and procedures. Any areas that might be eligible for final closure will be negotiated outside of this Agreement.

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random or as **otherwise needed** screening of incoming waste loads must be performed as a measure to prevent acceptance of **unacceptable items, hazardous waste and PCBs, and must be documented on an approved form and copies maintained by Contractor and provided to Enterprise.** The screening will be performed near the working face. This



program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removed of the waste and transport to the working face if the waste is deemed acceptable.

The Contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area, **the method of which is at the sole discretion of the Contractor as long as it meets the minimum requirements of the CDPH&E;**
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- ~~If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;~~
- Following all proper procedures as outlined in Section 4.2 of the **current Engineering Design and Operations Plan (EDOP);**
- **All personnel that perform duties at the working face need to be trained in waste screening and completion of screening forms;**
- **Hauler being screened will be retained during the process and will be responsible for any unacceptable waste disposal that is discovered;**
- **If prohibited waste is discovered it will be returned to the driver of the vehicle that had been retained on-site during the screening process;**
- **Hot load procedures will be followed as developed by Contractor.**

...

Exhibit B, Landfill Operations Management Proposal, is amended to delete the following note:

~~NOTE: It will be the City's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.~~

Exhibit A, Supplemental Conditions:

B. COMPOSTING OPERATIONS

~~It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.~~



Source-separated material consisting of **cardboard, chipped brush, shredded non-suspect lumber**, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. ~~Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally.~~ The compost operations shall follow the regulations of the CDPH&E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel **are included in the operations costs**. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor. **Contractor shall have the right to use any excess material generated by the composting operation for ADC provided it is approved by the CDPH&E and the Enterprise.** These excess materials can include unscreened compost, reject material after screening of compost or finished compost.

...

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take ~~samples as required by their permit~~ and **submit all samples and comply with all provisions of regulations pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 14 as well as the current approved EDOP that is on file with the CHPH&E.**

It is understood that the scope of the composting operation includes sampling, testing, and the screening of a marketable product.

...

C. AGGREGATE TOPSOIL RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

~~The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to~~



~~include the following.~~ **The City desires that the Contractor expand the range of products to include most or all of the following:**

- topsoil
- topsoil/compost mixture
- class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The Contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by the City of Glenwood Springs;
- ~~Providing necessary services for mixing topsoil and compost together for sale to the public;~~
- Providing loading services for purchasers of rock, topsoil or other aggregate products.

It is understood that topsoil separation and blending with compost will be included in this Agreement. The Contractor will be compensated according to Exhibit A-1, attached hereto and incorporated herein.

...

SECTION III.

THE CITY OF GLENWOOD SPRINGS' SERVICES AND RESPONSIBILITIES

The City of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- **Management of used tires used tire handling;**
- Scrap metal hauling;



- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering and surveying services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor; and
- Contract administration of **this Agreement** ~~any—and—all—contracts associated with this Request for Proposals.~~

...

7. Appendix H: Staffing Plan to Exhibit B of the Agreement is hereby replaced with the following:

APPENDIX H: STAFFING PLAN

The Contractor shall always have at least a minimum number of personnel on site during operating hours, as listed below:

Weekdays March 1 through November: 4 operators
 Weekdays December 1 to March 1: 3 operators
 Saturdays March 1 to December 1: 2 operators
 Saturdays December 1 to March 1: 1 operator

- The operating face is never to be left unattended when customers are present.
- Staff person at dumping area must be attentive, working on equipment is not watching for loads of illegal dumping.
- In the event these staffing levels cannot be met, Enterprise must be notified in advance.

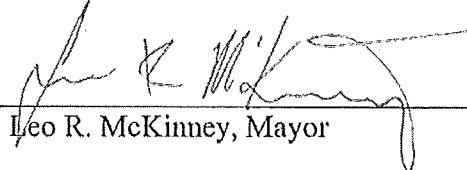
8. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15th day of May, 2014.

ATTEST:


 Ann Green, Deputy City Clerk

GLENWOOD SPRINGS LANDFILL
 ENTERPRISE

By: 
 Leo R. McKinney, Mayor



APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

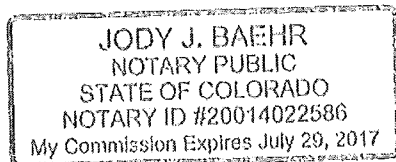
By: Larry Giroux
Larry Giroux, Manager

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 12 day of May, 2014 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7-29-2017



Jody J. Baehr
Notary Public



APPENDIX A-1: PRICING

Section 1-A Landfill Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$165,417	\$1,985,000	See Note 1
2015-2016	\$165,417	\$1,985,000	
2016-2017	\$165,417	\$1,985,000	
2017-2018	\$165,417	\$1,985,000	
2018-2019	\$165,417	\$1,985,000	

Section 1-B Composting Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$.144/gallon		Priced on all non-hazardous water received
2015-2016	\$.147/gallon		No charge for incoming yard waste
2016-2017	\$.150/gallon		See Note 1
2017-2018	\$.153/gallon		
2018-2019	\$.156/gallon		

Section 1-C Aggregate/Topsoil Recovery and Blending Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$6.35/ton		Unit price/ton for premium crushing is \$7.98/ton and escalates at the same rate as standard crushing
2015-2016	\$6.48/ton		See notes 1, 2
2016-2017	\$6.61/ton		
2017-2018	\$6.74/ton		
2018-2019	\$6.88/ton		

Notes

1. Fuel surcharge will be implemented when off-road unit fuel prices exceed \$3.50 per gallon.
2. Aggregate loading equipment will be equipped with scales for City billing purposes.

CITY OF GLENWOOD SPRINGS

OFFICE OF THE CITY MANAGER
101 WEST 8TH STREET
GLENWOOD SPRINGS, COLORADO 81601
PHONE: (970) 384-6408 FAX: (970) 384-6599



April 25, 2014

Larry Giroux
South Canyon Waste Systems, LLC
P.O. Box 1276
Basalt, CO 81621

via email: lgiroux@hes-usa.com

RE: Agreement for Operations Management for South Canyon Landfill, BD 2009-001

Dear Larry,

The Glenwood Springs Landfill Enterprise is interested in extending the existing agreement with your company for one additional month, ending May 31, 2014. If you agree to this extension, please sign and date this letter where indicated below and return it to my attention.

Thank you.

Sincerely,

Jeff Hecksel
City Manager

South Canyon Waste Systems, LLC hereby agrees to an extension of the above-referenced agreement for the period May 1, 2014 through May 31, 2014. All conditions of the existing agreement remain the same.

South Canyon Waste Systems, LLC

Dated: April 28, 2014

By:

Larry Giroux, Manager

CITY OF GLENWOOD SPRINGS

OFFICE OF THE CITY MANAGER
101 WEST 8TH STREET
GLENWOOD SPRINGS, COLORADO 81601
PHONE: (970) 384-6408 FAX: (970) 384-6599



March 21, 2014

Larry Giroux
South Canyon Waste Systems, LLC
P.O. Box 1276
Basalt, CO 81621

via email: lgiroux@hes-usa.com

RE: Agreement for Operations Management for South Canyon Landfill, BD 2009-001

Dear Mr. Giroux:

The above-referenced agreement for your company's operation of the City's South Canyon Landfill is set to terminate on March 31, 2014. The agreement allows for extensions upon the parties reaching agreement as to terms of any additional five year contract. As negotiations of the terms for an additional five years will not be completed by March 31, 2014, the Glenwood Springs Landfill Enterprise is interested in extending the existing agreement with your company for one additional month, ending April 30, 2014. If you agree to this extension, please sign and date this letter where indicated below and return it to my attention.

Thank you.

Sincerely,

Jeff Hecksel
City Manager

South Canyon Waste Systems, LLC hereby agrees to an extension of the above-referenced agreement for the period April 1, 2014 through April 30, 2014.
All conditions of the existing agreement remain the same.

South Canyon Waste Systems, LLC

Dated: March ____, 2014

By:

Larry Giroux, Manager

**AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON
LANDFILL, BD 2009-001**

This AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001 ("Agreement") is made this 1st day of June, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, The City of Glenwood Springs, a municipality under the laws of the State of Colorado ("City"), has created a landfill enterprise by virtue of Article XX, Sections 1 and 6 of the Colorado Constitution and intends to operate and maintain the landfill enterprise so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution. This landfill enterprise is created under Article 080.080 of the Glenwood Springs Municipal Code; and

WHEREAS, Article 080.080 of the Glenwood Springs Municipal Code empowers the Enterprise to enter into contracts to conduct and operate a public landfill and names the Governing Body of the Enterprise as the City Council of the City.

WITNESSETH:

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

1. Documents Constituting Agreement. This "Agreement" includes, and hereby incorporates by reference, the terms and provisions of and the rights and obligations of Enterprise and Contractor under (i) this document (this "Document"), (ii) the Contract Documents as defined in Proposal Number BD 2009-001 (including Addendum Number One and Addendum Number Two thereto) attached hereto and incorporated herein as Exhibit A (the "Contract Documents"), and (iii) Contractor's Landfill Operations Management Proposal dated February 18, 2009 attached hereto and incorporated herein as Exhibit B (the "Proposal"). The terms and provisions of this Document shall supersede any contradictory provisions in the Proposal or the Contract Documents, and the terms and provisions of the Proposal shall supersede any contradictory provisions in the Contract Documents. Enterprise hereby acknowledges and consents to the assignment of the rights and obligations of Heartland Environmental Services, LLC ("Heartland"), the original respondent under the Contract Documents, to Contractor, Heartland's wholly-owned subsidiary. Contractor hereby adopts the terms and provisions of the Proposal as its own and assumes all of the obligations of Heartland under this Agreement, including the Proposal.

2. Scope of Services.

- a. Contractor agrees to provide operations management for City's South Canyon Landfill ("Landfill") as set forth in the Agreement. As part of the services

provided hereunder, Contractor agrees to closely monitor all Landfill areas where items can be dumped.

- b. In the event that daily, intermediate or final cover must be purchased from an outside source or brought onto the Landfill from an area outside the Landfill, the cost of such material shall be borne by Enterprise.
- c. The parties acknowledge that, subject to the Enterprise and/or Contractor securing at Enterprise's sole cost and expense all necessary permits, the Enterprise has agreed to the provisions of the Proposal entitled "E. Liquids Management" contained in "Section II. Optional Scope of Services" of the Proposal, and that the compensation to Contractor for providing such services is included within the numbers quoted by Contractor in Appendix A of the Proposal. Except as provided in the immediately preceding sentence, Contractor's obligations under this Agreement shall not include any of the optional services outlined in "Section II: Optional Scope of Services" of the Proposal, unless and until the parties hereafter agree in writing.

3. Pledge of Enterprise Revenue Solely. The parties acknowledge and agree that payment under this Agreement is limited solely to the Landfill Enterprise revenue currently derived or to be derived from the functions, services, benefits or facilities of the Enterprise and no other assets or funds of the Enterprise or City shall be forfeited or taken for such payment. Further, this Agreement makes no claim on the credit of the Enterprise or the City in any manner or for any purpose. Enterprise, in its sole discretion, may enter into subsequent obligations of Enterprise revenue, including but not limited to, revenue bonds or other multi-fiscal year financial obligations. Contractor shall have no right of consent before any financial obligations are created. Payments due under this Agreement shall have no priority over any previous, current or subsequent financial obligations.

4. Cost of Services; Payment.

- a. Enterprise shall pay Contractor the amounts set forth in Section I-A ("Landfill Operations") of Appendix A ("Pricing") to the Proposal. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations under such Section I-A on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month (e.g. the \$165,417.00 for June 2009 shall be mailed by Enterprise so as to be received by Contractor by no later than June 20, 2009). If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.3 below.

- b. Amounts payable by Enterprise to Contractor for Composting Operations and Aggregate Recovery Operations under Sections I-B and I-C, respectively, of Appendix A ("Pricing") of the Proposal shall be payable by Enterprise to Contractor within ten (10) business days after Enterprise's receipt of Contractor's monthly invoice. In connection with the Composting Operations, Enterprise agrees to provide Contractor with an accurate count of the number of gallons of wastewater and sludge received through the gate each month within three (3) business days after the end of each calendar month.
- c. In the event that the average off-road fuel cost paid by Contractor in the first year of performance of its work under this Agreement exceeds Three Dollars (\$3.00) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (a) the amount by which such average cost per gallon exceeds \$3.00 times (b) the number of gallons of off-road fuel utilized by Contractor during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.
- d. Unless the parties otherwise agree, any work outside the scope of work outlined in the Agreement that Enterprise requests that Contractor perform, and Contractor so agrees to perform, shall be charged by Contractor at the rates set forth in the Equipment Rate List set forth in Appendix E to the Proposal.
- e. Enterprise agrees that it will be responsible for collecting at the gate of the Landfill and paying to the State of Colorado the Solid Waste User Fee payable to the State.

5. Term. This Agreement shall be effective as of May 31, 2009 and shall extend through March 31, 2014. This Agreement may be extended for four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five year contract. In the event the parties are unable to reach agreement, this Agreement shall not extend.

6. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the Enterprise for any purpose. It is Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. Contractor shall be aware of the inherent hazards that exist due to the nature of the site. Contractor is hereby advised that the site is located over the South Canyon Landfill where previously unknown wastes have been placed. Contractor shall adequately monitor the interior of its mobile building located upon the Landfill for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The Enterprise shall adequately monitor all portions of the Landfill and Enterprise's maintenance building,

except Contractor's mobile building, for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect persons coming upon the Landfill.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

8. Indemnity, Insurance and Governmental Immunity Act. The indemnification provisions contained in the sections of the Contract Documents entitled Instructions to Bidders and Insurance Requirements are hereby deleted and the following is substituted therefor:

Contractor shall indemnify and hold the Enterprise and City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the negligent or wrongful acts of Contractor, its agents, employees or contractors; Contractor's failure to perform its obligations under the Agreement in a good and workmanlike manner consistent with the standards of similar well-run landfill operations; or Contractor's failure to comply with applicable laws and permit conditions in the performance of its' work under this Agreement. The Contractor or its insurer(s) shall pay all losses of any nature whatever in connection therewith, and shall defend all suits in connection therewith, in the name of the Enterprise or the City when applicable, and shall pay all costs and judgments which may issue thereon. Notwithstanding the foregoing, Contractor shall not be liable for, and the foregoing indemnity shall specifically not apply to, conditions existing at the Landfill prior to the commencement of Contractor's work; other matters that arise despite Contractor's operation of the Landfill in a good and workmanlike manner consistent with the standards of similar well-run landfill operations and absent Contractor's negligence (e.g. household hazardous waste are disposed of in the Landfill despite the performance by Contractor of appropriate random screening procedures); or conditions arising out of the actions of the Enterprise, its agents, employees or contractors (excluding Contractor).

Contractor shall maintain the insurance required under the Insurance Requirements Section of Exhibit A for the term of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Enterprise or City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

9. Employees, Subcontractors and Assignees. Contractor may employ or subcontract with additional persons to assist it in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of the Contractor. Notwithstanding the foregoing, however, this Agreement shall not be assigned to a third party by the Contractor without the prior express written consent of the Enterprise; provided, however, the Enterprise agrees that Contractor may collaterally assign its interest in the monetary sums payable by the Enterprise to Contractor under this Agreement to CoBiz Bank (d/b/a Colorado Business Bank) or, upon written notice to Enterprise, another lender(s)/equipment lessor(s) ("Bank") providing financing for the equipment to be purchased by Contractor and/or operations of the facility.

Contractor shall provide workers who are competent in their craft specialization and the work classification requirements. The Enterprise shall have the right to object to and require Contractor to remove from the site any person employed by the Contractor, including persons employed by subcontractors, who by misconduct, or by failure to properly perform his/her duties in the reasonable judgment of the Enterprise, is unfit for employment.

10. Supervision by Contractor. Supervision of Contractor's scope of services under the Agreement shall be the responsibility of the Contractor.

Subject to the specific provisions otherwise in this Agreement, Contractor shall have complete control of its organization and shall exercise control to ensure compliance by Contractor, its agents, employees and contractors with this Agreement, applicable laws and permit conditions.

Contractor shall provide, at all times, a competent and qualified superintendent together, as necessary, with competent and qualified supervisors in charge of individual trades or sections. The superintendent shall not be changed except with the consent of or at the request of the Enterprise, unless the superintendent ceases to be employed by the Contractor. The superintendent shall be authorized to act for or on behalf of the Contractor with respect to operational issues at the Landfill.

11. Assumption of Scope of Services by Enterprise. Enterprise shall have the right, upon providing seven (7) days written notice and opportunity to cure to Contractor, and without process or action at law and without prejudice to any other right or remedy Enterprise may have, to assume and perform any portion or portions of the scope of services by whatever methods Enterprise deems expedient, by reason of any of the following:

- a. if the Contractor has failed to diligently execute the scope of services or any portion thereof in accordance with the standard of care set forth in Section 7 above;
- b. if the Contractor neglects or refuses to perform the scope of services in accordance with the requirement of this Agreement or to remove unsatisfactory personnel, materials or work, or disregards laws, by-laws, regulations, requirements or permit conditions governing the scope of services;
- c. if the Contractor has abandoned the scope of services;
- d. if the Contractor has made an assignment of this Agreement without the required consent; or
- e. if the Contractor's conduct meets any incident of Default as defined under Section 12.1.

Without prejudice to Enterprise's right against the Contractor, it is understood that Enterprise has a right to recover from the Contractor any loss, damage or expense incurred by Enterprise arising from the Contractor's breach of its obligations under this Agreement.

12. Default; Breach; Remedies.

12.1 Default. The occurrence of any of the following events constitutes a material default of this Agreement by Contractor:

- a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of thirty (30) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than thirty (30) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- b. The making by Contractor of any general assignment or general arrangement for the benefit of creditors; the filing by Contractor of a petition to have Contractor adjudged a bankrupt; or, the judicial declaration of Contractor as bankrupt.
- c. The appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if possession is not restored to Contractor within thirty (30) days.
- d. The attachment, execution or other judicial seizure of substantially all of Contractor's assets located at the Landfill or of Contractor's interest in this Agreement, if the seizure is not discharged within thirty (30) days.

12.2 Remedies upon Contractor's Default. In the event of any such material default by Contractor, the Enterprise may, after giving notice as provided above, enter onto the Landfill, remove Contractor's property and take and hold possession of the Landfill and expel Contractor, as detailed in Section 11 above, and pursue all those remedies available to the Enterprise under the laws of the State of Colorado whether at law or in equity.

12.3 Default by the Enterprise. The Enterprise shall not be in default unless (i) the Enterprise fails to pay any amounts or sums due and owing to Contractor under this Agreement within seven (7) days after notice from Contractor and opportunity to cure from Contractor, or (ii) the Enterprise fails to perform any other covenant, term, provision, agreement or obligation required of it within a reasonable time, but in no event later than thirty (30) days after notice by Contractor to the Enterprise; provided that if the nature of the obligation is such that more than thirty (30) days are reasonably required for performance, then the Enterprise shall not be in default if the Enterprise commences performance within the thirty (30) day period and thereafter diligently completes performance.

12.4 Remedies upon the Enterprise's Default. If the Enterprise defaults in the performance of any of the obligations required to be performed by the Enterprise under this Agreement, Contractor may, after giving notice as provided above, elect to terminate this Agreement upon giving thirty (30) days notice to the Enterprise of its intention to do so. In that event, this Agreement shall terminate upon the date specified in the notice, unless the Enterprise has meanwhile cured the default to the satisfaction of Contractor. Contractor may also pursue all remedies available to it under the laws of the State of Colorado, whether at law or in equity.

13. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution, then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement and Contractor shall comply with the provisions of Amendment 54. In addition, if and only to the extent this Agreement constitutes a "sole source government contract", Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held by final judgment to be unconstitutional or otherwise invalid by a court of competent jurisdiction or have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision or provisions.

14. Competitive Proposal. Enterprise represents and warrants to Contractor that award of this Agreement was procured by Enterprise through a public and competitive proposal process which solicited at least three proposals prior to awarding this Agreement to Contractor.

15. Use of Maintenance Building. In consideration of the payment by Contractor to Enterprise of the sum of Five Hundred Dollars (\$500.00) per month on the first day of each month, Contractor shall have the right to use, in common with Enterprise, the existing maintenance building on the Landfill during the term of this Agreement. Subject to the provisions of the immediately following sentence, Enterprise shall bear all maintenance, repair and insurance responsibilities, risk of loss and the cost of electricity with respect to such maintenance building. Notwithstanding the foregoing, but subject to the provisions of the immediately following sentence, (i) Contractor shall be obligated to repair any damage to the maintenance building caused by the acts of Contractor, its subcontractor(s) or their respective agents or employees, (ii) Contractor shall be responsible for the cost of any leasehold improvements that Contractor desires to make to the maintenance building (any such leasehold improvements shall be subject to the prior consent of Enterprise), and (iii) Contractor shall be responsible for the cost of all other utilities utilized by Contractor with respect to the maintenance building. Enterprise hereby releases Contractor, its subcontractor(s) and their respective agents and employees from any and all losses, costs or damages with respect to the maintenance building resulting from causes of loss insurable under its property/casualty insurance.

16. Bonding. The Payment/Performance Bond to be provided by Contractor under the terms of the Contract Documents shall be in form reasonably acceptable to Enterprise. Such

Bond shall be in the maximum amount of Four Hundred Thousand Dollars (\$400,000.00). Enterprise agrees, however, that in lieu of the Payment/Performance Bond, Contractor may substitute a Four Hundred Thousand Dollar (\$400,000.00) irrevocable letter of credit in form satisfactory to Enterprise.

17. Permits. The Enterprise shall be responsible for obtaining and maintaining in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits.

18. Re-Purchase of Equipment. In connection with the execution of this Agreement, Contractor is purchasing from the City the vehicles/equipment listed on Exhibit C attached hereto and incorporated herein ("Equipment"). Contractor hereby agrees that Enterprise shall have the right to re-purchase from Contractor all, but not less than all (unless Contractor otherwise agrees), of such Equipment that is still owned and in use by Contractor at the Landfill on the last day of the term of this Agreement. The purchase price for such Equipment shall be the then fair market value of such Equipment as determined by an appraisal performed by Ritchie Bros. or such other appraisal company reasonably approved by Enterprise and Contractor (the "Appraiser"). In order to exercise its right to repurchase such Equipment, Enterprise must give Contractor written notice, at least ninety (90) days prior to the last day of the term of this Agreement, of Enterprise's election to so re-purchase such Equipment, which notice shall include a copy of the Appraiser's report appraising the fair market value of such Equipment. If Contractor does not receive notice from Enterprise electing to purchase the equipment prior to such ninety (90) day period, Enterprise shall have no further right to purchase such Equipment and Contractor shall be free to sell, dispose of or otherwise utilize such Equipment as Contractor sees fit upon the expiration of the term of this Agreement.

19. Agreement Administration and Notice. For purposes of administering this Agreement, the City Council hereby appoints the Public Works Director to represent the Enterprise in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Enterprise: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, CO 81601

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

To the Contractor: Larry Giroux, Manager
 South Canyon Waste Systems, LLC
 9870 Big Bend Blvd.

P.O. Box 221090
Kirkwood, MO 63122
Telephone: 314/909-9250

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

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

23. Attorneys' Fees. Should this Agreement become the subject of litigation between the Enterprise and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to, attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

24. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Contractor and the Enterprise may assign this Agreement in accordance with the specific written permission, any rights to claim damages or to bring any suit, action or other proceeding against either the Enterprise or Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

25. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st
day of June, 2009.

GLENWOOD SPRINGS LANDFILL
ENTERPRISE

ATTEST:

Robin S. Unsworth
Robin S. Unsworth, City Clerk

By: Bruce Christensen

Bruce Christensen, Mayor

APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

By: Larry Giroux

Larry Giroux, Manager

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001 was acknowledged before me this 1st day of
June, 2009 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

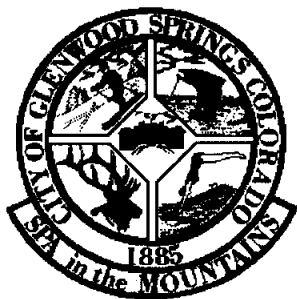
Witness my hand and official seal.

My commission expires: 2/29/2012



Mary L. Hume
Notary Public

Exhibit A



**City Of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
REQUEST FOR PROPSAL BD 2009-001
COVER SHEET**

Date:	January 16, 2009
Proposal number:	BD 2009-001
Proposal title:	Operations Management for South Canyon Landfill
Proposals will be received until:	February 16, 2009 5:00 p.m., local standard time at 101 West 8 th Street, City Clerks Office, Glenwood Springs, Colorado 81601
Goods or services to be delivered to or performed at:	South Canyon Landfill 1205 CR 134 Glenwood Springs, CO 81601
For additional information please contact Ricky Smith:	970-384-6445
Email Address	rdsmith@ci.glenwood-springs.co.us
Documents included in this package:	Request for Proposal Instruction to Bidders Agreement Notice of Award Performance Bond Payment Bond Supplemental Conditions Scope of Work Vendor Information Form Authorization Form Addendum to Professional Service Agreement Appendix A Appendix B Appendix C Appendix D Appendix E

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his Proposal.

CONTRACT DOCUMENTS:

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

- Request for Proposal
- Instruction to Bidders
- Agreement
- Notice of Award
- Performance Bond
- Payment Bond
- Supplemental Conditions
- Scope of Work
- Vendor Information Form
- Authorization Form
- Addendum to Professional Service Agreement
- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix E

Wherever the word "Contract" appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

QUALIFICATIONS OF BIDDERS:

If the Request for Proposal and/or Scope of Work requires the Bidder to demonstrate qualifications for the project, each Bidder must submit the required information according to the time frame specified in those sections of the Contract Documents. In addition to this, each Bidder must be prepared to submit, within five days of City's request, additional information such as proposed subcontractors, schedules, equipment, personnel, references, etc., that may be requested by City in order to evaluate the qualifications of bidders to perform the work.

EXAMINATION OF CONTRACT DOCUMENTS:

Before submitting his proposal, each Bidder must (a) examine the Contract Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (c) carefully correlate his observations with the requirements of the Contract Documents.

The submission of a Proposal will constitute an indisputable representation by the Bidder that he has complied with every requirement of this Request for Proposal.

SUB-CONTRACTORS:

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to City in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Proposal opening submit to City a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person and organization if requested by City. If City after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute. Any sub-contractor, other person or organization so listed and to whom the City of Glenwood Springs does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City. Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

SUBMISSION OF PROPOSALS:

Proposal shall be submitted at the time and place indicated in the Request for Proposal and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Contractor and accompanied by other required documents.

MODIFICATION AND WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of Proposals.

OPENING OF PROPOSALS:

Proposals will be publicly acknowledged, and a list of vendors who submitted proposals will be made available

PROPOSALS TO REMAIN OPEN:

All Proposals shall remain open for sixty days after the day of the Proposal opening, but City may, in its sole discretion, release any Proposal prior to that date.

AWARD OF CONTRACT:

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

City reserves the right to reject any and all Proposals, or portions thereof, and waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

If a contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by City indicates to City that the award will be in the best interest of the City.

If the contract is to be awarded, City will give the apparent responsive, responsible Bidder a Notice of Award within sixty days after the day the Proposal opening.

Simultaneously with delivery of the executed counterparts of the Agreement to City, Contractor shall deliver to City the required Contract Security.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2009 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence operation of _____
_____ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the operation of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one calendar year after the date of the NOTICE TO PROCEED and will complete the same within one calendar year, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Proposed Fees schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Request for Proposal
 - Instruction to Bidders
 - Agreement
 - Notice of Award
 - Performance Bond
 - Payment Bond
 - Supplemental Conditions
 - Scope of Work
 - Vendor Information Form
 - Authorization Form
 - Addendum to Professional Service Agreement
 - Appendix A
 - Appendix B
 - Appendix C
 - Appendix D
 - Appendix E

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

- No. _____ dated _____, 2009.
No. _____ dated _____, 2009.
No. _____ dated _____, 2009.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Proposal Documents such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

OWNER:

City Of Glenwood Springs

By _____

Name Jeff Hecksel

Title City Manager

Address: 101 W. 8th St.
Glenwood Springs, CO 81601
Telephone: 970-384-6400

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR:

By _____

Name _____
(Please type)

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Request for Proposal dated _____ and Instruction to Bidders.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your PROPOSAL.

Dated this _____ day of _____, 2009.

City Of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2009

By _____

Title _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

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

Herein called Owner in the penal sum of _____ Dollars
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2009, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2009.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

SUPPLEMENTAL CONDITIONS

GENERAL DESCRIPTION OF WORK

The City of Glenwood Springs will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or to the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

WORK BY OTHERS

Private utilities, the City, or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not listed, shall be determined by the Contractor. The Contractor shall cooperate and coordinate with whomever else may be working in the area in order that golf driving range construction may proceed in an orderly manner.

RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, heat, power (other than what is available at site as offered in this contract), transportation, superintendence, cleanup, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature necessary for the performance of the Contract.

COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Request for Proposal Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
3. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, Public Works Department, 101 West 8th., Glenwood Springs, CO. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
4. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

INSURANCE REQUIREMENTS

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

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	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as "Additional Insured"	

Pollution Liability:

{ IF you have any pollution exposure }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	Per location / per job aggregate limit
Defense in excess of limits	
Designated Location or Operation must be shown as per your contract for the City	
Name the City as "Additional Insured"	

Umbrella:

Policy form:	Occurrence - Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	

Excess professional liability
 (if you provide professional services)
 Excess pollution liability (if any pollution exposure exists)
 Excess employer's liability
 Blanket contractual
 Per location / per job aggregate limit
 Defense in excess of limits
 Primary & non-contributory
 All locations / operations (if not, designate specific project or location)
 Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on City property or job site must be covered	
Show Waiver of Subrogation in favor of the City	
Coverage must apply to workers in Colorado	

UTILITIES

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.
2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.
3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

SUPPLEMENTAL CONDITIONS PREVAIL

In the case of conflicting statements contained within these contract documents, the statements in the Supplemental Conditions shall prevail.

RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, rdsmith@ci.glenwood-springs.co.us, fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent at least seven calendar days prior to the scheduled opening of the Solicitation.

An agent of the City's Purchasing Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

FOR AWARD

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

LOCAL BUSINESS PREFERENCE

The City Of Glenwood Springs grants a five percent (5%) preference to qualified local businesses in considering award of contracts over \$25,000.00. Local businesses are defined in Ordinance 94-2 (Article 010.050.080 of the Municipal Code) and are generally those businesses located and primarily doing business in Garfield, Eagle, or Pitkin Counties and employing residents of those counties. Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (local time), February 13, 2009. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445).

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within two calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

TERM OF CONTRACT: It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

**REQUEST FOR
PROPOSALS**

OPERATIONS MANAGEMENT

FOR

SOUTH CANYON LANDFILL



CITY OF GLENWOOD SPRINGS
Garfield County, Colorado

JANUARY 2009

PROPOSAL # BD 2009-001

REQUEST FOR PROPOSALS
OPERATIONS MANAGEMENT OF THE SOUTH CANYON LANDFILL

PROJECT DESCRIPTION:

The City of Glenwood Springs (hereinafter the "City of Glenwood Springs" or "City") will accept proposals from interested parties for the private operation of the **SOUTH CANYON LANDFILL**, located in Garfield County, Colorado.

The City of Glenwood Springs will consider alternative proposals that would meet the goals of the work outlined below.

SCOPE OF SERVICES AND RESPONSIBILITIES:

SECTION 1:

CONTRACTOR'S SCOPE OF SERVICES:

The following is a general outline of the Scope of Services and Responsibilities to be provided by the Contractor. All issues concerning the level of service provided by the Contractor will be determined and/or defined by the Public Works Director or his/her designee.

The following sections are intended to detail, but not limit, the contractor's responsibilities and services to be performed under this RFP.

A. LANDFILL OPERATIONS

The Contractor will be responsible for providing all the tools, equipment, fuel, labor, maintenance and any other necessary materials and supplies to operate the landfill portion of the South Canyon Landfill. Generally, the landfill operations that will be the responsibility of the Contractor include compacting and covering of waste, including minimizing the exposed area of the working face, spreading and compacting waste, stockpiling cover material, covering compacted waste, grading, providing signage, inspection of waste, random waste screening. The Contractor will also be responsible for internal road construction and maintenance; nuisance control including litter control, vector control, fire control and odor control; and channel, pond and drainage maintenance. These responsibilities are more detailed in the following sections.

All landfill operations must be conducted in accordance with the City's approved plans.

The landfilling method used at South Canyon Landfill is the progressive area slope method, or the area method depending on topographic conditions.

Note: Final covering of the completed areas is not included in this scope of work. Final covering of completed (filled) areas of the landfill will be addressed under a separate contract.

A-I. COMPACTION AND COVERING OF MUNICIPAL SOLID WASTE

The contractor's responsibilities shall include, but are not limited to:

- Providing daily working face for waste disposal that minimizes the exposed area;
- Spreading and compacting waste in a manner that achieves maximum practical density;
- Providing an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Covering compacted waste daily with a minimum of 6 inches of soil cover or synthetic alternate daily cover as approved by the Colorado Department of Public Health and Environment (CDPH&E);
- Using alternate daily cover whenever possible in compliance with any terms or conditions imposed by the CDPH&E;
- Intermediate and daily cover shall be graded to provide positive drainage;
- Providing proper signage or other form of direction around working face to safely direct traffic into and out of the unloading area;
- Visually inspecting all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze, yard waste, etc;
- Providing recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;

- Immediately covering certain wastes requiring special handling, including but not limited to: non-friable asbestos; dusty wastes; extremely odiferous wastes; and dead animals;
- Shaping contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintaining areas covered with daily, intermediate, or final cover.

A-II. RECOVERY, COMPACTION AND COVERING OF CONSTRUCTION & DEMOLITION (C & D) WASTE

The contractor's responsibilities shall include, but are not limited to:

- Divert C & D Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable materials including rock, concrete, asphalt, soil, wood and metal;
- Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC).

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on going to ensure drivability and safety of access and haul roads.

The contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of 10%.
- Dust control on a daily basis when potential for dust generation exists, and dust generation control with dust palliative being applied as necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control;
- Maintaining drivability of all internal site roads during all operating hours, including storm events.

A-IV. NUISANCE CONTROL

The contractor's responsibilities shall include, but are not limited to:

LITTER CONTROL

- Litter control at the working face, along site roads, (and from the composting area if paper is incorporated into the compost operations);
- Use of portable litter fences or screens at the working face;
- Litter pickup within the site, around the site perimeter, and off-site as necessary based on significant wind events;
- Recommendations on more effective litter control methods.

VECTOR CONTROL

- Implementing proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

FIRE CONTROL

- Providing fire lanes around compost piles and other areas as necessary;
- Providing and maintaining suitable fire extinguishers for equipment and employee facilities;

- Being familiar with and able to readily implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;
- Providing compliance with the City of Glenwood Springs Fire Department requirements concerning fire prevention and protection.

ODOR CONTROL

- Providing proper landfill operations and procedures to ensure that odor from the working face is not an issue.

A-V. CHANNEL, POND, AND DRAINAGE MAINTENANCE

The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260± linear feet of run-on diversion ditches, and approximately 10,000± linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The contractor's responsibilities shall include, but are not limited to:

- Providing proper grading of all areas within the landfill to maintain good drainage and prevent ponding, particularly over areas within the limits of waste;
- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds once during the term of the contract;
- Maintaining perimeter ditches

A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous waste and PCBs. The screening will be performed near the working face. This program requires implementing a method to determine how to select loads at random, identification of the selected loads, maintaining an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified, or removal of the waste and transport to the working face if the waste is deemed acceptable.

The contractor's responsibilities shall include, but are not limited to:

- Construction and maintenance of the unloading and containment area;
- Selecting loads and directing contractors to the containment area;
- Supervising unloading, spreading out using basic field equipment, visually inspecting waste, performing field testing of any suspect materials;
- Removing waste to the working face if no unacceptable materials are present;
- If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;
- Following all proper procedures as outlined in Section 4.2 of the EDOP.

A-VII. SAFETY, TRAINING, AND OSHA REQUIREMENTS

The contractor's responsibilities shall include, but are not limited to:

- Providing personal protective equipment, safety, and training to meet all local, state, and federal requirements as necessary for this operation.

A-VIII. EQUIPMENT

- The City of Glenwood Springs has several pieces of equipment currently deployed at South Canyon Landfill. It is the interest of the City to make this equipment available to the successful contractor for purchase. The listing of equipment is included as Exhibit D.

B. COMPOSTING OPERATIONS

It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.

Source-separated material consisting of brush, lumber, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally. The compost operations shall follow the regulations of the CDPH & E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor.

Proposers shall evaluate the existing compost pad area and consider its condition and any desired improvements to be included in their response. Any such improvements shall be constructed by the Contractor in the summer of 2009 in accordance with a plan to be developed jointly by the Contractor and the City of Glenwood Springs. The pad is anticipated to consist of a 6-inch wood chip working surface underlain by a 6-inch compacted soil liner. The pad shall have a wood chip-operating surface, not gravel, so as to avoid contamination of compost. There shall be adequate drainage diversion channels and a perimeter collection channel associated with the pad to aid the City in meeting its storm water management plan.

The Contractor will be responsible for monitoring and record keeping of the piles/windrows, including temperature, oxygen, moisture, etc. and will take samples as required by their permit.

The contractor's responsibilities shall include, but are not limited to:

- Directing and supervising unloading operations for both wood waste and sludge;
- Providing, maintaining, and operating the shredder and/or tub grinder to achieve particle size reduction on wood and/or paper waste;
- Mixing sludge with shredded wood waste;
- Transport of compost material to compost area;
- Forming windrows or piles;
- Turning windrows or piles;
- Tracking and documenting windrows or piles;
- Providing the equipment to load material into the shredder and/or tub grinder;
- Providing equipment to remove and transport shredded material to the compost area;
- Providing all equipment to mix sludge with shredded material;
- Providing fuel for all equipment involved;
- Providing all necessary labor;
- Reconstructing a new compost pad as necessary;
- Loading compost onto purchaser's vehicles;

C. AGGREGATE RECOVERY OPERATIONS

The aggregate recovery operation consists of screening soil and rock that is brought to the landfill by third parties as a result of various excavation related projects. At the gatekeeper's discretion (meaning that the rock and soil is of good quality), this material is directed to the area where the aggregate operations take place. It will be the Contractor's responsibility to provide all the equipment, labor, maintenance, and other materials necessary to successfully run the aggregate recovery operation; providing site maintenance; unloading incoming materials in the proper area, processing stockpiles and materials brought into the landfill, producing a range of aggregate and topsoil products, managing unusable materials and providing loading services.

The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to include most or all of the following:

- topsoil
- topsoil/compost mixture
- Class 5 base course
- 1"-6" stone for landscaping
- boulders for landscaping
- final cover barrier layer soil
- final cover protective layer soil

The contractor's responsibilities shall include, but are not limited to:

- Providing all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Providing site maintenance for the aggregate recovery operation;
- Directing incoming mixed soil and rock loads to the proper unloading area;
- Processing the existing stockpiles as well as additional material that is brought to the landfill over the period of the contract;
- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by The City of Glenwood Springs;
- Providing necessary services for mixing topsoil and compost together for sale to the public;
- Providing loading services for purchasers of rock, topsoil, or other aggregate products.

D. IMPROVEMENTS

The City of Glenwood Springs's goal is to run safe and efficient operations that meet all local, state, and federal regulations. The City also has a strong commitment to recovering and recycling as many products as reasonably possible. As part of the submittal process, proposers are encouraged to propose possible improvements to any and all of the activities associated with South Canyon Landfill.

E. EMPLOYEES AND EMPLOYEE FACILITIES

The City of Glenwood Springs provides its employees facilities at South Canyon Landfill. These facilities are limited, and not able to accommodate additional staff from the successful contractor. It will be the responsibility of the proposer to evaluate their situation and provide adequate employee facilities for their employees.

The City will experience a reduction in force at South Canyon Landfill associated with the outsourcing of landfill operations. It is the City's desire to provide its current employees affected by the reduction in force the opportunity to be transferred to the successful contractor. It is anticipated that the contractor will provide all such current landfill employees employment opportunity in a like position, with a like compensation and benefit packages, for a minimum of one year.

The contractor's responsibilities shall include, but are not limited to:

- Providing adequate employee facilities for the Contractor's staff;
- Providing phone, electric, and other utilities for this facility;
- Providing all other materials and supplies necessary to provide a safe, sanitary environment for their employees.

F. ADDITIONAL INFORMATION

It is the Contractor's responsibility to provide all safety equipment necessary and to perform all work in a safe and workman-like manner. The Contractor shall be aware of the inherent hazards that exist due to the nature of the site. The Contractor shall be responsible for the health and safety of his employees and is hereby advised that the site is

located over the South Canyon Landfill, where previously unknown wastes have been placed. The Contractor shall adequately monitor the site for the presence of methane and hydrogen sulfide and take appropriate actions as deemed necessary to protect employees. The City of Glenwood Springs reserves the right to enter the site for periodic checks of safe working environments.

G. QUESTIONS REGARDING THIS RFP

Any questions regarding this RFP should be detailed in an email to:

Robin Millyard, Public Works Director
robinm@ci.glenwood-springs.co.us

All such questions and responses will be forwarded to all known parties that intend to respond to this RFP.

SECTION II.

OPTIONAL SCOPE OF SERVICES:

The purpose of this section is to solicit input from the proposers to provide techniques and services to increase the life of the landfill and gain additional airspace on the existing landfill footprint to delay expansion. As a part of this effort, all reasonably recoverable and recyclable materials, including soil, would be diverted out of the landfill. Proposers are to submit detailed information regarding their proposal to accomplish this goal, including their suggestion for measurement and payment.

SECTION III.

THE CITY OF GLENWOOD SPRINGS'S SERVICES AND RESPONSIBILITIES

The city of Glenwood Springs will provide the following:

- All permits necessary for landfill operation;
- All services associated with the household hazardous waste program;
- Used tire handling;
- Scrap metal handling;
- Collection of all user fees, and revenues associated with the sale of topsoil, compost, and aggregates;
- All engineering services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
- Final arbitration concerning all disputes regarding levels of service to be provided by the Contractor;
- Contract administration of any and all contracts associated with this Request for Proposals.

SECTION IV.

BONDS

Proposers will **not** be required to submit a Bid Bond, but will be required to provide Performance and Labor and Material Payment bonds for the current annual contract amount.

100% Performance Bond
100% Payment Bond

SECTION V.

CONTRACT TIME

It is the City's intent that the term of the operation contract shall be for an initial period of five (5) years. This term will commence on Wednesday, April 1, 2009 and end on Tuesday, April 1, 2014. Four (4) additional 5-year terms are available contingent upon the satisfactory completion of each prior term.

SECTION VI.

SELECTION PROCESS

Proposals will be evaluated based on qualifications and the City of Glenwood Springs may choose to interview several of the top-ranked respondents. However, at its discretion, the City may dispense with interviews and select an organization to perform the work. Organizations will be evaluated using the following factors:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology.

SECTION VII.

PROPOSED FEES

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010			
2010-2011			
2011-2012			
2012-2013			
2013-2014			

Attach additional information as necessary to detail or clarify fee proposal for this section of work.

APPENDIXES

Appendix A-General information regarding South Canyon Landfill

Appendix B-Design and Operation reports

Appendix C- Annual Volume and Revenue Data-April 1, 1999 thru December 31, 2008. Includes volume based fee structure, which ended on December 31, 2008, as well as the current weight based fee structure.

Appendix D-Existing equipment available for sale

Appendix E-CDPH & E Composting Regulations, Section 14 of 6 CCR 1007-2, Part 1

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete ALL areas. Mark N/A for those, which are not applicable. Type or **print legibly**, all responses.

1.
 - a. LEGAL NAME OF FIRM: _____
 - b. DBA OR BUSINESS NAME
(IF DIFFERENT) _____
2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
 - a. STREET ADDRESS: _____
 - b. CITY: _____ STATE: _____ ZIP: _____
 - c. ALTERNATE ADDRESS: _____ YES _____ NO if yes, attach separate sheet with information.
(Address used for returns, etc., if different from #2 and #3.)
3. PAY OR REMIT ADDRESS:
 - a. LEGAL NAME OF FIRM: _____
 - b. STREET ADDRESS: _____
 - c. CITY: _____ STATE: _____ ZIP: _____
 - d. PAYMENT TERMS (e.g., 2%10, net 30, etc.) _____
4. FIRM TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER (____) _____
EMAIL: _____
5.
 - a. FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
 - b. **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of
(name of firm) _____ and that the information
contained herein is true and correct to the best of my knowledge and belief.

Name: _____

Title: _____

Signature: _____ Date _____

No employee of The City of Glenwood Springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City Of Glenwood Springs.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER ONE FOR
OPERATIONS MANAGEMENT FOR
SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Bid due date has been changed to February 18, 2009, 5:00 p.m., Mountain Standard Time.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Heortland Environmental Svcs LLC</u>	Fax:	<u>970-922-0452</u>
Address:	<u>32046 Hwy 82</u>	City/State:	<u>Snowmass, CO</u>
Contact Person:	<u>Larry Giroux</u>	Title:	<u>Manager</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>618-407-2280</u>
Printed Name:	_____	Date:	_____

*faxed
1/27/09*



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, Colorado 81601

**ADDENDUM NUMBER TWO FOR
OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL
BID NUMBER BD 2009-001**

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

Amend specifications for Operations Management for South Canyon Landfill as follows:

Please delete section Work By Others on page 12 of bid documents.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-4388.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Heartland Environmental Services, LLC</u>	Fax:	<u>970-922-0452</u>
Address:	<u>32046 Hwy 82</u>	City/State:	<u>Snowmass, CO</u>
Contact Person:	<u>Larry Gireux</u>	Zip:	<u>81615</u>
Authorized Representative's Signature:	<u>[Signature]</u>	Phone:	<u>618-407-2280</u>
Printed Name:	<u>Larry Gireux</u>	Phone:	_____
	Title: <u>Manager</u>	Date:	_____

faucet
11/27/09

City of Glenwood Springs
Addendum #4 to Professional Services Agreement

The undersigned are parties to that certain Agreement dated April 29, 2009 (the "Contract") with respect to Operations Management for South Canyon Landfill, Glenwood Springs, CO (Proposal No. BD 2009-001).

The parties desire to clarify, and where applicable, amend certain provisions of the Contract as set forth below in this Addendum #4.

In order to induce each party to enter into the Contract, and for other good and valuable consideration, the undersigned agree as follows:

1. The "Contract Documents" as defined in the Contract shall also include this Addendum #4.
2. Notwithstanding anything to the contrary contained in the Contract, Owner and Contractor agree that the three (3) employees of Owner who are to become employees of Contractor under the terms of the Contract (the "Specified Employees") shall remain employees of Owner through and including May 31, 2009. As such, Owner shall (i) compensate the Specified Employees at their current rate of compensation and (ii) carry workers' compensation and employers' liability insurance with respect to such Specified Employees through and including May 31, 2009. For the period from May 1, 2009, through and including May 31, 2009 (the "Subcontract Period"), Owner shall subcontract the services of the Specified Employees to Contractor, and Contractor shall pay to Owner an amount equal to the hourly wages and related employment taxes payable by Owner with respect to such Specified Employees for the Subcontract Period.

Agreed to this 7~~th~~ day of May, 2009:

"Owner"

"Contractor"

City of Glenwood Springs

South Canyon Waste Systems, LLC

By: Jeff Hecksel
Jeff Hecksel, City Manager

By: Larry Giroux
Larry Giroux, Manager

Exhibit B



Heartland Environmental Services, LLC

LANDFILL OPERATIONS MANAGEMENT PROPOSAL

South Canyon Landfill

City of Glenwood Springs, CO

Purchasing Department

101 West 8th Street

Glenwood Springs, CO 81601

BD 2009-001

Submitted by

Heartland Environmental Services, LLC

32046 Hwy. 82

Snowmass Village, CO 81615

Phone: (970) 922-0878

Fax: (970) 922-0452

Mobile: (618) 407-2280

E-mail: Lgiroux@Heartland-Companies.com

February 18, 2009

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EXECUTIVE SUMMARY

This proposal is submitted by Heartland Environmental Services, LLC (Heartland) of Snowmass Village, Colorado, in response to BD 2009-001 issued by the City of Glenwood Springs, Colorado for the operation of the city owned South Canyon Landfill.

The South Canyon Landfill, which first began operations in the early 1950's, is located approximately five miles west and one mile north of the city. Access to the site is limited to a single road which enters the site on the southeast corner from South Canyon Creek Road.

The City of Glenwood Springs provides solid and liquid waste management and recycling services for its residents and businesses. These services include waste collection and operation of the following processes at the South Canyon Landfill:

- Recycling drop-off boxes
- Disposal for Municipal Solid Waste (MSW)
- Disposal for Construction & Demolition (C&D) material
- Septage/car wash water management
- Composting operations (currently contracted to a third party)

Heartland Environmental Services, LLC (Heartland) is a company experienced in extending the life of waste disposal facilities through reclamation, recycling, wastewater management and environmentally sound waste management practices.

Heartland hopes to be the city's partner in solid waste and liquid waste management. Your South Canyon Landfill will be treated as our own and managed with pride and professionalism. Heartland brings neutrality to solid waste disposal by being a company which does not provide collection services in competition with other providers using the landfill. Heartland operates in a fashion which brings accountability to Heartland and the City with appropriate operating procedures and documentation. We propose to do the following:

- Provide cost effective, environmentally sound, value added landfill services;
- Operate the landfill in a safe and efficient manner;
- Meet all applicable environmental regulations;
- Work closely with Glenwood Springs' staff;



- Provide excellent customer service, and strive to maintain a safe, clean and orderly environment for the customer;
- Consult with Glenwood Springs to minimize or eliminate any start-up or transition related problems;
- Help the City of Glenwood Springs market its aggregate sales program;
- Offer permit and operational design consultation to maximize the life of the facility;
- Facilitate discussion with the BLM for maximizing land use and improving functionality;
- Bring Heartland's strategic partners to Glenwood Springs to develop a comprehensive greenhouse gas and carbon footprint reduction program including the evaluation of solar energy capacity, all in support of maintaining recreational and population growth with appropriate carbon offsets;
- Bring proprietary technology and equipment to provide increased liquids management with zero liquid discharge (ZLD) while reducing air space utilization.

Heartland has a proven track record in the Rocky Mountain Region at high elevations. Heartland provides the same services for Pitkin County, Colorado with excellent results and the satisfaction of the County.



SECTION I: CONTRACTOR'S SCOPE OF SERVICES

A. LANDFILL DAILY OPERATIONS

Heartland, having examined all documents made available by the City and having reviewed the site of the proposed work, including the economic conditions of the community and the availability of materials and labor, proposes to furnish all labor, materials, supplies, services, and supervision required to perform the work identified in BD2009-001.

The definition of materials excludes daily and intermediate cover which must be purchased from an outside source or brought onto the site from an area not on the facility property. As defined below, Heartland will be responsible for the placement of daily and intermediate cover as well as the excavation and movement of soil from any on-site sources.

The terms of the proposed contract are for a five year initial contract with four, five-year options.

All landfill operations will be conducted in accordance with 6 CCR 1007-2, and other documents as shall be defined.

Heartland reserves the right to assign this proposal to a wholly owned subsidiary of Heartland prior to execution of any definitive contract documents.

The following sections detail the services that Heartland will provide as part of the landfill operations.

A-I. Compaction and Covering of Municipal Solid Waste

Heartland will perform the following:

- Provide a daily working face for waste disposal that minimizes the exposed area;
- Spread and compact the waste in a manner that achieves maximum practical density;
- Provide an adequate stockpile of cover material for daily and intermediate cover of the working face;
- Cover compacted waste daily with a minimum of 6 inches of soil cover or alternate daily cover as approved by the Colorado Department of Public Health and Environment (DPHE);
- Use approved alternate daily cover whenever possible in compliance with any terms or conditions imposed by Colorado DPHE;



- Ensure that all intermediate and daily cover is graded to provide positive drainage;
- Provide proper signage, cones, barriers or other form of traffic control to direct refuse vehicles to the daily working face;
- Visually inspect all waste unloaded at the working face to identify any unacceptable wastes, including but not limited to: regulated hazardous waste, PCBs, liquids, whole tires, batteries, anti-freeze and yard waste;
- Provide recommendations on innovative methods to achieve better utilization of airspace through improved compaction and/or reduced use of daily cover, or other techniques to extend the useful life of the landfill;
- Immediately cover certain wastes requiring special handling, including but not limited to: asbestos (friable and non-friable), dusty wastes, extremely odiferous wastes, and dead animals;
- Shape contours and elevations of top-of-waste plus intermediate cover surface over the completed (filled) areas of the landfill to achieve design grades and prepare the area(s) for final cover;
- Maintain areas covered with daily, intermediate, or final cover.

A-II. Recovery, Compaction and Covering of Construction and Demolition Waste

Heartland will perform the following:

- Divert Construction and Demolition Waste to a designated processing area for materials recovery;
- Separate and stockpile recoverable material including rock, concrete, soil, wood, and metal;
- Obtain DPHE approval to grind non-recoverable C&D material and use as Alternate Daily Cover;
- Extend the landfill life by greater than 40% by utilizing the C&D practices outlined in this proposal and proven at our current operation at the Pitkin County landfill (See exhibits #1 and #2);
- Utilize processed C&D for daily cover as demonstrated in the photo of our Pitkin County landfill (Exhibit #3).



Exhibit 1

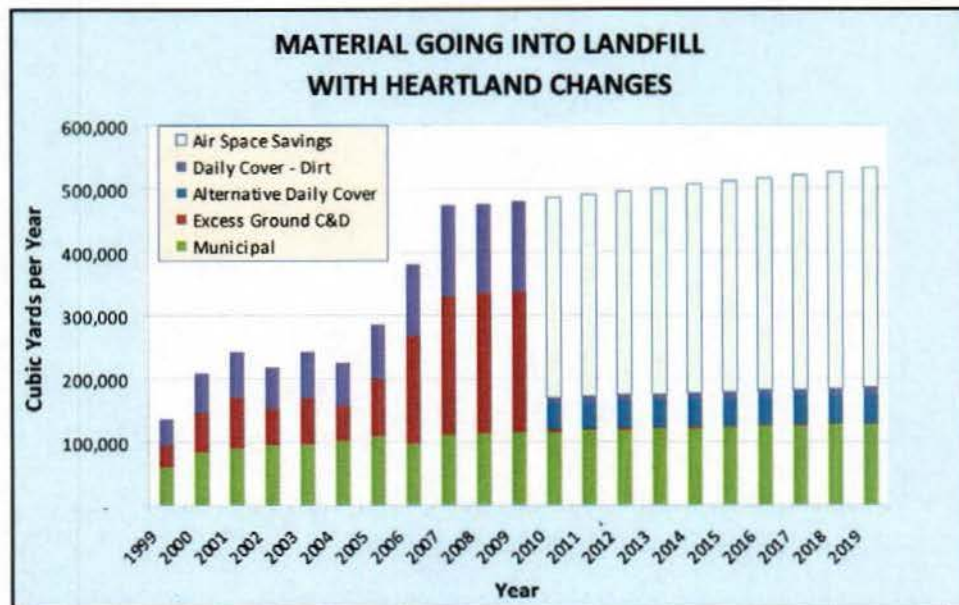


Exhibit 2



Exhibit 3

A-III. Road Construction and Maintenance

Heartland will be responsible for all internal roads at the Landfill beginning at the gate/scale house. Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure trafficability, safety of haul roads, and minimal dust generation.

Heartland will perform the following:

- Road construction as necessary with a maximum road grade of 10%;
- Dust control on a daily basis when potential for dust generation exists, utilizing on-site water where available and obtaining additional water from off-site sources when necessary;
- Road reclamation (when working face has shifted and road is no longer needed);
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to ALL landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and providing drainage control;



- Maintain conditions for safe passage of all internal site roads during all operating hours, including storm events;
- Reconstruct and resurface the entrance road from the entrance gate to the compost road with engineered fabric. Costs for the road reconstruction are addressed in the pricing schedule.

A-IV. Nuisance Control

Litter Control

Heartland will perform the following:

- Control litter at the working face and along on-site roads;
- Use portable litter fences or screens at the working face;
- Pickup litter within the site, around the site perimeter, and off-site as necessary based on significant wind events where excessive litter has escaped from the landfill operations;
- Pickup litter on the access road from Hwy 70 to the landfill entrance;
- Make recommendations on more effective litter control methods.

Vector Control

Heartland will perform the following:

- Implement proper landfill operations, cover material and other measures as necessary to ensure that rodents and birds do not create a nuisance, and to ensure that insect breeding and infestations do not occur.

Fire Control

Heartland will perform the following:

- Provide fire lanes as necessary;
- Provide and maintain suitable fire extinguishers for Heartland equipment and employee facilities;
- Understand and be prepared to quickly implement the procedures as outlined in the operations manual or other recognized site document in the event of a fire;



- Provide compliance with local Fire Protection District requirements concerning fire prevention and protection.

Odor Control

Heartland will perform the following:

- Provide proper landfill operations and procedures to ensure that odor from the working face are not an issue.

A-V. Channel, Pond, and Drainage Maintenance

Proper landfill operational procedures dictate that as much water as possible is directed away from all operations at the landfill, and that the area is graded to prevent ponding:

Heartland will perform the following:

- Provide proper grading of all areas within the landfill to maintain good drainage and to prevent ponding, particularly over areas within the limits of waste;
- Maintain all existing let-down structures;
- Maintain all existing permanent run-on diversion ditches;
- Construct and maintain temporary internal ditches, relocate ditches and install culverts when and where necessary;
- Maintain existing perimeter ditches;
- Clean out the retention ponds as required and at least once during the term of the contract.

A-VI. Random Waste Screening

Random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous and non-acceptable waste. The screening will be performed near the working face. This program requires implementation of a method to determine selection of random loads, identification of the selected loads, maintenance of an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified or removal of the waste and transport to the working face if the waste is deemed acceptable.

Heartland will perform the following:

- Construct and maintain the unloading and containment area;
- Select loads and direct contractors to the containment area;

Heartland Environmental Services



- Supervise unloading, spread out waste using basic field equipment, visually inspect waste, and perform field testing of any suspect materials;
- Move inspected waste to the working face if no unacceptable materials are present.

NOTE: It will be the city's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.

A-VII. Safety, Training, and OSHA Requirements/Equipment

Heartland will perform the following:

- Provide personal protective equipment and safety training to meet all local, state, and federal requirements as necessary for this operation. See Appendix G for Heartland's Corporate Safety Policy.

A-VIII. Equipment

- Heartland plans to purchase and utilize the city's equipment at fair market value determined by a qualified third party agreeable to both parties. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B. A full list of the equipment that will be deployed at the South Canyon Landfill by Heartland and its subcontractor is included in Appendix E.

B. COMPOSTING OPERATIONS

Heartland will perform the following:

- Direct and supervise unloading operations for both wood waste and sludge;
- Provide, maintain, and operate the shredder and/or tub grinder to achieve particle size reduction of wood and/or paper waste;
- Mix sludge with shredded wood waste;
- Transport compost material to compost area;
- Form windrows or piles;
- Turn windrows or piles;
- Track and document windrows or piles;
- Provide the equipment to load material into the shredder and/or tub grinder;



- Provide equipment to remove and transport shredded material to the compost area;
- Provide all equipment to mix sludge with shredded material;
- Provide fuel for all equipment involved;
- Provide all necessary labor;
- Reconstruct a new compost pad as necessary;
- Load compost onto purchaser's vehicle.

Note: Heartland is recommending an alternate proposal to composting found in Section II, Optional Scope of Services.

C. AGGREGATE SEPARATION AND TOPSOIL OPERATIONS

To increase the life of the facility, incoming loads containing topsoil, aggregate or concrete will be diverted and processed. The incoming material will be screened, crushed or a combination of both to create topsoil or aggregate. This material will subsequently be available for re-sale or use at the facility. All of Heartland and subcontractor's equipment involved with the loading, crushing and screening of material are equipped with scales. An equipment list for aggregate processing is located in Appendix E.

Heartland will perform the following:

- Provide all equipment, labor, maintenance, fuel, materials, supplies, and other miscellaneous items for this operation;
- Provide site maintenance for the aggregate recovery operation;
- Direct incoming mixed soil and rock loads to the proper unloading area;
- Provide necessary services for mixing topsoil and compost together for sale to the public;
- Provide loading services for purchasers of rock, topsoil, or other aggregate products;
- Process the existing stockpiles as well as additional materials as shown below:

Standard Processing:

- Topsoil/compost mixture
- 4" to 6" minus material
- Concrete
- Reclamation crushing or screening
- Closure/final cover material



Premium Processing:

- ¾" Road Base
- 1 ½" Road Base
- 3" Road Base
- ¾" Screened Rock
- 1 ½" Screened Rock
- Class 5 Base (depending upon suitability of material)
- Crusher Fines/Pipe Bedding (depending upon suitability of material)
-

Note: Heartland and its subcontractor have a proven record of aggregate marketing in the Roaring Fork Valley as demonstrated by a 300% increase in aggregate sales at the Pitkin County Landfill since 1999.

D. IMPROVEMENTS

We have included our response to this section in Section II, Optional Scope of Services.

E. EMPLOYEE FACILITY

Heartland will perform the following:

- Provide adequate employee facilities for Heartland's personnel, including telephone and electricity;
- Provide all materials and supplies necessary to provide a safe and sanitary environment for our employees;
- Heartland anticipates locating its employee facility in close proximity to the existing maintenance facility and will utilize the existing utilities.



SECTION II: OPTIONAL SCOPE OF SERVICES

In this section we want to communicate our ideas to extend the life of the landfill, improve aesthetics, create immediate airspace, improve operation and safety conditions, and make the South Canyon Landfill a model of environmental excellence. Heartland has proactively had conversations with Mr. Roger Doak, Colorado Department of Public Health and Environment, and he is receptive to discussions toward enhancements of operations, improved aesthetics, and expedited permit modifications at the South Canyon Landfill.

We propose the following:

A. RECLAMATION/AIRSPACE SWAP

Heartland, in conjunction with city staff and their consultant, proposes to create and submit an expedited permit modification to the Colorado Department of Public Health and Environment. The modification will propose reclaiming the existing construction and demolition (C&D) area by screening or crushing the material in place. The proposal will suggest exchanging the reclaimed airspace for a small horizontal expansion on the existing southern slope of the landfill. See map at Exhibit #4. The benefits to this proposal are as follows:

- Create immediate, cost effective airspace;
- Enable cost effective compliance for the final slope contour at the southern slope;
- Drastically improve the landfill entrance aesthetics both at the C&D area and the southern slope area;
- Eliminate the production and treatment of leachate, (the liquid solution that drains from waste matter) from the C&D area;
- Create an aggregate product for internal use or possible resale;
- Improve surface water drainage.

B. BLM LAND SWAP

Heartland will use the services of its consultant, Ms. Dorothea Farris, to facilitate negotiations between BLM and the city to exchange property directly adjacent to the northern boundary of the landfill. If successful, the city could apply to the State for a large redesign and expansion. See map at Exhibit #5. The benefits to this proposal are as follows:

- Insure operational compliance with property boundary;



- Place the surface water run on ditch on property owned by the city;
- Enable a redesign of the site that will significantly reduce post-closure care and maintenance costs;
- Create a significant increase in airspace.

C. SOLAR ENERGY PROJECT

If the BLM negotiations are successful, use Heartland's consultant, Ms. Dorothea Farris, and representatives from solar energy companies, including Hull and Associates, an Ohio based consulting firm specializing in environmental and solar projects, to explore the possibility and feasibility of doing a solar energy project on part of the newly acquired land from the Bureau of Land Management (BLM). A copy of Hull & Associates letter in support of this project as well as their Statement of Qualifications is included in Appendix I. Residents of Glenwood Springs and Garfield County have indicated strong support for renewable energy, including solar power, in their support for the solar rebates program which is being managed by Garfield New Energy Communities Initiative, the county-wide clean energy program launched this year with a separate grant of \$1.6 million from the Colorado Department of Local Affairs. See Exhibit 5 showing the proposed location of the solar project. The benefits to this proposal are as follows:

- Facilitate negotiations with BLM on the property exchange that acknowledge the Federal mandate for BLM to develop or encourage solar or wind projects;
- Provide green power for landfill use or use by any new project on the city's property, such as a geothermal project;
- Provide positive, "Green" public relations;
- Provide local, premium green power in the Roaring Fork Valley for green power users, such as the Aspen Ski Company.

Note: The landfill has an existing electric power transmission line.

D. STRAIGHTENING OF LANDFILL HAUL ROAD AND RELOCATION OF POWER LINE

Heartland proposes to straighten the landfill haul road and relocate the power line at the appropriate future time. The benefits to this proposal are as follows:

- Increase airspace;
- Enable appropriate construction of the landfill;
- Improve aesthetics;
- Improve surface water drainage.



E. LIQUIDS MANAGEMENT

Heartland proposes to add a patented wastewater concentrator process to reduce car wash and waste product liquids to a small fraction of incoming volume. This improvement to operations will provide expanded services for the community and significant benefits for the city, as detailed below.

Heartland will use an existing storage pond at the site to receive car wash and waste water. Low-solids liquid from this pond will overflow to a second pond that will serve to feed the concentrator. Settled sludge from the receiving pond along with effluent from the concentration process will be deposited in the landfill to stimulate gas production for a viable gas collection project that produces energy and qualifies for carbon credits.

The addition of the wastewater concentration process will maintain zero liquids discharge while serving the community by increasing daily capacity for receipts of wastewater to as much as 40,000 gallons per day. In addition to serving local needs and creating new revenue for the city, the environmentally friendly process will use renewable fuel sources by burning wood from C&D and yard waste as the principal energy source. The ash generated from this process can be used for daily cover thus improving the landfill's negative dirt balance. This beneficial use will eliminate composting with attendant capital cost savings related to compliance with new regulations. Exhibit 6 is a simple schematic of the concentration process. Exhibit 4 is a map showing the proposed location for the liquids management and wood grinding and storage process. The benefits to this proposal are as follows:

- Increase liquids disposal capacity, creating more revenue for the city;
- Reduce emissions to the atmosphere, compared to traditional compost operations;
- Reduce odor impact, compared to traditional compost operations;
- Improve aesthetics, compared to traditional compost operations;
- Generate federal waste heat credits authorized in the 2007 Energy Bill;
- Reduce greenhouse gas emissions.

Exhibit 6

Schematic of Concentration Process for Liquids

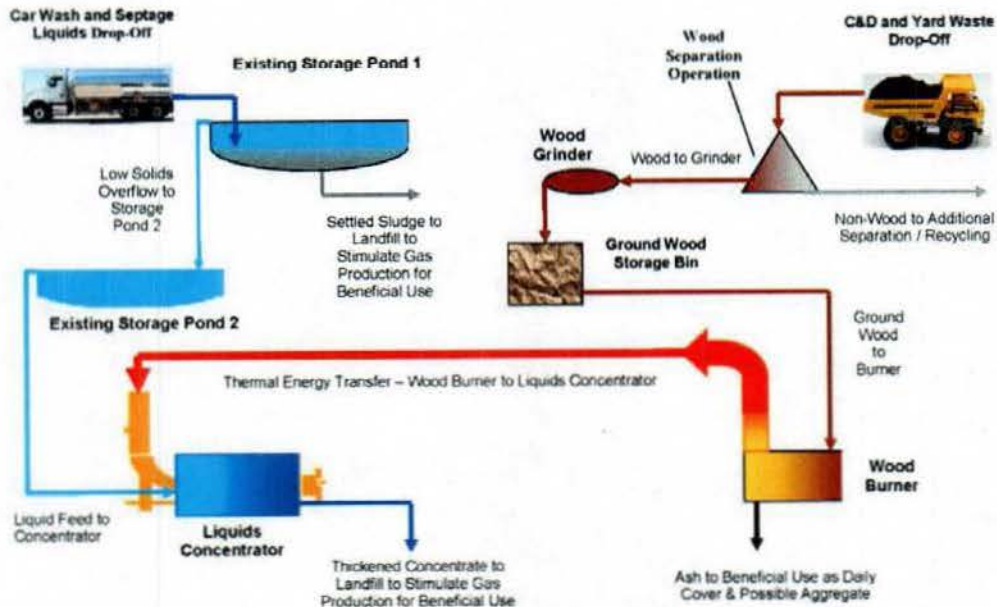


Exhibit 6

SECTION III: THE CITY OF GLENWOOD SPRINGS SERVICES AND RESPONSIBILITIES

Heartland offers the service of loading used tires and scrap metal if the city so desires at no additional cost to the city.

SECTION IV: BONDS

Heartland has received a commitment for performance and payment bond from the surety company. See letter at Appendix B.

SECTION V: CONTRACT TIME

Heartland will be ready to perform the responsibilities of the contract on April 1, 2009. Please refer to our Transition Plan at Appendix J.

SECTION VI: SELECTION PROCESS

Heartland believes itself to be uniquely qualified to meet the criteria given for selection:

- Completeness of the response;
- Organization history and capability to perform the work;
- Relevant landfill work experience;
- Proposed costs to accomplish this work;
- Qualifications of the work team;
- Familiarity with the area and type of work, and the CDPH&E;
- Project approach, schedule and recommended methodology;

Heartland and the affiliated companies under the ownership of Larry Giroux have been in existence since 1999. The key personnel have more than 100 years of combined experience managing landfills throughout North America. The map at Exhibit 7 shows the diverse locations of these markets. In Colorado, our senior management has had direct responsibilities at the Denver Regional Landfill and the Pitkin County Landfill. Our detailed Roaring Fork Valley experience operating the Pitkin County Landfill can be found in Appendix D.



Exhibit 7



Summaries of our key personnel are as follows: Complete resumes are included in Appendix H.

- **Larry Giroux, owner.** Larry has worked in the solid waste management industry since 1986. He has managed landfills as large as 6,000 tons per day and has directed cell development and landfill closure projects. His success in these endeavors is reflected in the letters of reference shown in Appendix I.
- **Rick McEwen, Business Development Manager.** Rick's key strengths are operational management, strategic planning and implementation, acquisition integration, multiple facility operations, transportation and supply chain management, and employee development.
- **Rick Crider, General Manager.** Rick has managed landfills since 1981. He is SWANA certified and has specific experience in the Roaring Fork Valley.
- **Jan Meibaum, Controller.** Jan has been in the solid waste management industry her entire career with responsibilities for financial accounting of companies with over \$50M in annual sales. She is especially talented in coordinating start-up activities and integrating new businesses.
- **Mike Matheney, Owner, Matheney Trucking Co., subcontractor.** Mike has lived and worked in the Roaring Fork Valley for 15 years and is a major reason for success of the 300% growth of aggregate sales at the Pitkin County Landfill.
- **Dorothea Farris, Consultant.** Dorothea is committed to sustainable communities, wise use of our resources, and protection of our natural environment. A County Commissioner in Pitkin County, Colorado from 1996-2008, she now serves as Commissioner for the Colorado Division of Wildlife.

Four of the six key personnel currently reside in the Roaring Fork Valley.



APPENDIX A: PRICING

SECTION I-A LANDFILL OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$165,417	\$1,985,000	See Notes 1
2010-2011	\$165,417	\$2,085,000	Year 2 adds \$100,000 for entrance road reconstruction
2011-2012	\$165,417	\$1,985,000	
2012-2013	\$165,417	\$1,985,000	
2013-2014	\$165,417	\$1,985,000	

SECTION I-B COMPOSTING OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$.13/gallon		Priced on all non-hazardous water received
2010-2011	\$.133/gallon		No charge for incoming yard waste
2011-2012	\$.135/gallon		See Notes 1,2,3
2012-2013	\$.138/gallon		
2013-2014	\$.141/gallon		

SECTION I-C AGGREGATE RECOVERY OPERATIONS			
YEAR	COST/MONTH	COST/YEAR	COMMENT
2009-2010	\$5.75/ton		Unit price/ton for premium crushing is \$7.38/ton and escalates at the same rate as standard crushing
2010-2011	\$5.87/ton		See Notes 1,4
2011-2012	\$5.99/ton		
2012-2013	\$6.11/ton		
2013-2014	\$6.23/ton		

Notes

- 1: Fuel surcharge will be implemented when off-road unit fuel prices exceed a negotiated price.
- 2: Under current city pricing for waste water and sludge and utilizing the 2008 incoming gallons, the city will generate surplus funds of approximately \$140,600 annually.
- 3: Cost of non-hazardous water drops to \$.10/gallon on annual volume in excess of 15,500 per day (annual volumes in excess of 5,657,500).
- 4: All aggregate processing equipment is equipped with scales.



VENDOR INFORMATION FORM

CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

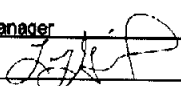
The following information is required when submitting a response to this solicitation. Please complete **ALL** AREAS. Mark N/A for those which are not applicable. Type or print legibly, all responses.

1. a. Legal name of firm: Heartland Environmental Services, LLC
b. DBA or Business Name: same
2. Address of Firm (Where Purchase offers should be sent):
a. Street Address: 32046 Hwy. 82
b. City: Snowmass Village State: Colorado Zip: 81615
3. Pay or Remit Address:
a. Legal name of Firm: Heartland Environmental Services, LLC
b. Street Address: P.O. Box 1276
c. City: Basalt State: CO Zip: 81621-1276
d. Payment terms: 2%10,net 30
4. Firm Telephone Number: (970) 922-0878
Toll Free Number: N/A
Fax Number: (970) 922-0452
Email: lgiroux@Heartland-Companies.com
5. a. Firm's Federal Identification Number: 26-3762867
b. Self Employed vendors Are Required to submit the Federal IRS W-9 Form.

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of Heartland Environmental Services, LLC and that the information contained herein is true and correct to the best of my knowledge and belief.

Name: Larry Giroux

Title: Manager

Signature:  Date 2/18/09

No employees of the city of Glenwood springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City of Glenwood Springs.



APPENDIX B: BOND



February 13, 2009

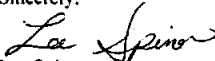
City of Glenwood Springs Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601

Re: Request for Proposal BD 2009-001

To Whom It May Concern

The Assurance Agency, Ltd. Utilizing LEXON INSURANCE COMPANY and the existing framework with Heartland Environmental Services, LLC is ready to accommodate any bonds or Financial Assurance requirements necessary for the execution of a contract for the Operations Management for South Canyon Landfill

Sincerely,


Lee Spino

Assurance Agency, Ltd. - One Century Centre - 1750 East Golf Road - Schaumburg, Illinois 60173
phone 847.797.5700 fax 847.440.9130 www.assuranceagency.com

Confidential



OPERATIONS MANAGEMENT PROPOSAL
SOUTH CANYON LANDFILL
FEBRUARY 18, 2009



821 17th St.
Denver, CO 80202
cobizbank.com

February 13, 2009

Mr. Robin Millyard,
Public Works Director,
101 W. 8th Street,
Glenwood Springs, CO 81601

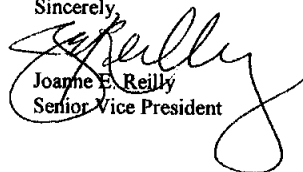
Dear Mr. Millyard:

I am writing this letter on behalf of our valued client, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland Environmental Services, LLC. Colorado Business Bank is very pleased to have this fine company as a client. The Bank has extended several credit facilities to this company over the past two years all of which have been handled as agreed.

I have known and provided banking services to PCWS and its principals, Larry Giroux and Mike Rutsch for two years. I know that they operate the business with a high level of integrity and expertise. I would not hesitate to favorably recommend them.

Colorado Business Bank is very pleased with the current banking relationship and hopes to increase our association in the future. Please feel free to contact me directly at (303) 312-3434 if I can provide any additional information or answer any questions you may have.

Sincerely,



Joanne E. Reilly
Senior Vice President

Confidential



APPENDIX C: INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID C6 GEWA-1	DATE (MM/DD/YYYY) 02/13/09		
PRODUCER Conrad M. Deneault, Jr. The Daniel and Henry Co. 1001 Highlands Plaza Dr West St. Louis MO 63110 Phone: 314-421-1525 Fax: 314-444-1990		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
INSURED Heartland Environmental Services, LLC Larry Gibson P O Box 220842 Kirkwood MO 63122		INSURERS AFFORDING COVERAGE INSURER A: Safeco Insurance Company INSURER B: Greenwich Insurance Co. INSURER C: INSURER D: INSURER E:	NAIC # 24740		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR Environmental ☒ Professional	GEC001227306	05/01/08	05/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 EEL 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO ☒ LOC ☒	PEC000266908 PEC000266908	05/01/08 05/01/08	05/01/09 05/01/09	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	01CG3459126	05/01/08	05/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$10,000	UEC000267008	05/01/08	05/01/09	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER For Insured Use			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2001/08)

© ACORD CORPORATION 1



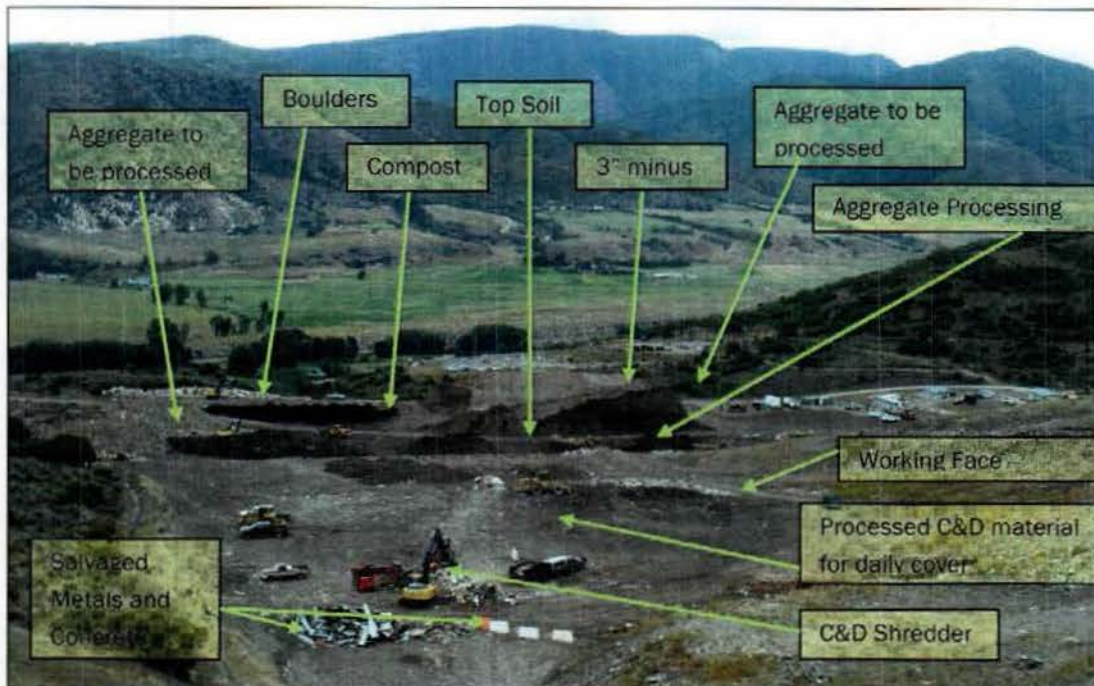
APPENDIX D: LOCAL EXPERIENCE



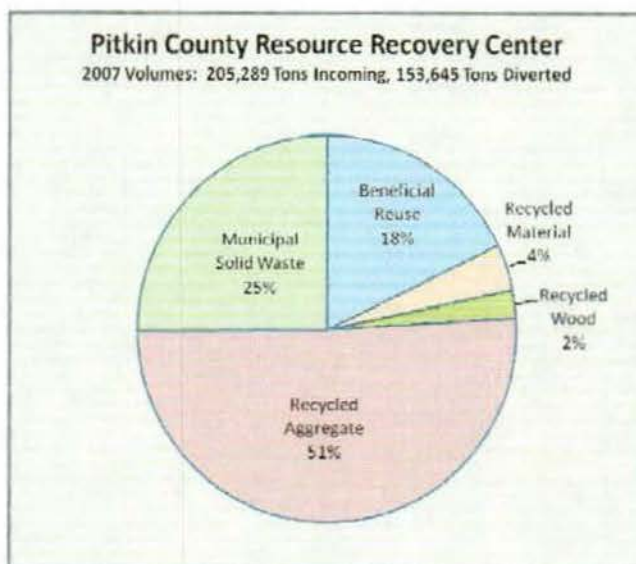
Pitkin County Waste Systems (PCWS), a subsidiary of Heartland, began operating the Pitkin County Landfill in 1999. At that time, Pitkin County was very interested in changing the way their landfill was operated and issued an RFP for 3rd parties to operate the landfill. During the contract period, PCWS has significantly reduced the volume of waste placed in the landfill, increased recycle and beneficial use of the diverted materials, and reduced the cost of operations. PCWS's performance has been viewed very positively by Pitkin County, resulting in contract extension through 2016.



The above photos show operational improvements in the landfill from 1999 to 2003. The photo below illustrates the operation of the landfill and all the recycling activities at the site in 2008. These photos were all taken from the same location.



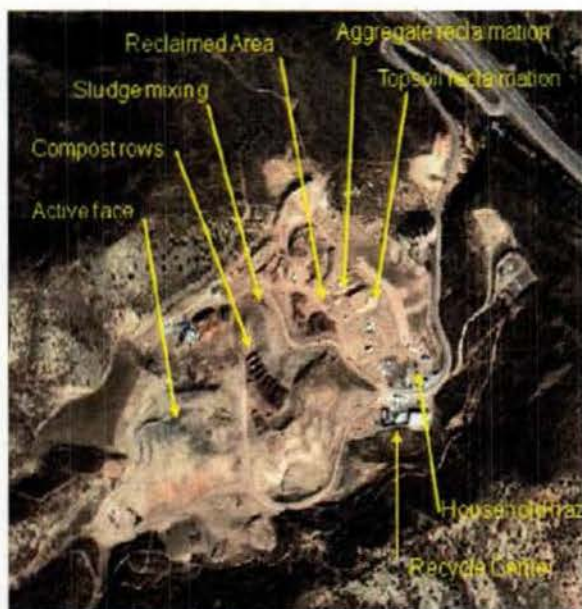
The photo above is from 2008 showing the active area of the landfill. The photo shows the many areas for processing materials that are diverted from the landfill and reused.



The results of these changes have been very significant. The chart on the left shows material that was diverted from the landfill in 2007. Overall, 75% of the incoming material was diverted.

The actual tonnage diverted was:

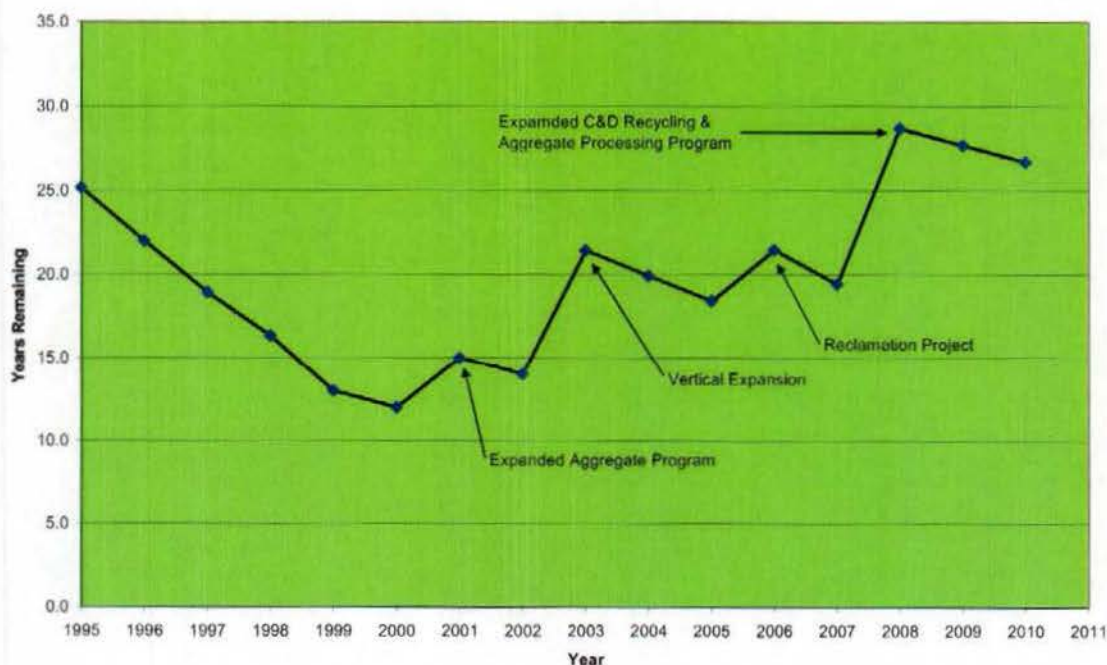
Material	2007 Tons
Beneficial Reuse	36,463
Recycled Material	7,910
Recycled Wood	4,830
Recycled Aggregate	104,442
Municipal Solid Waste	51,444
	205,089



The aerial view on the left shows another view of the processing areas.

One significant benefit to the changes implemented by Pitkin County and PCWS is the extension to the life of the landfill. In 1999, the remaining life of the landfill was 13 years. Today, 10 years later and without any expansion of the footprint of the landfill, the remaining life of the landfill is still greater than 25 years.

Pitkin County Solid Waste Center Remaining Life (years)

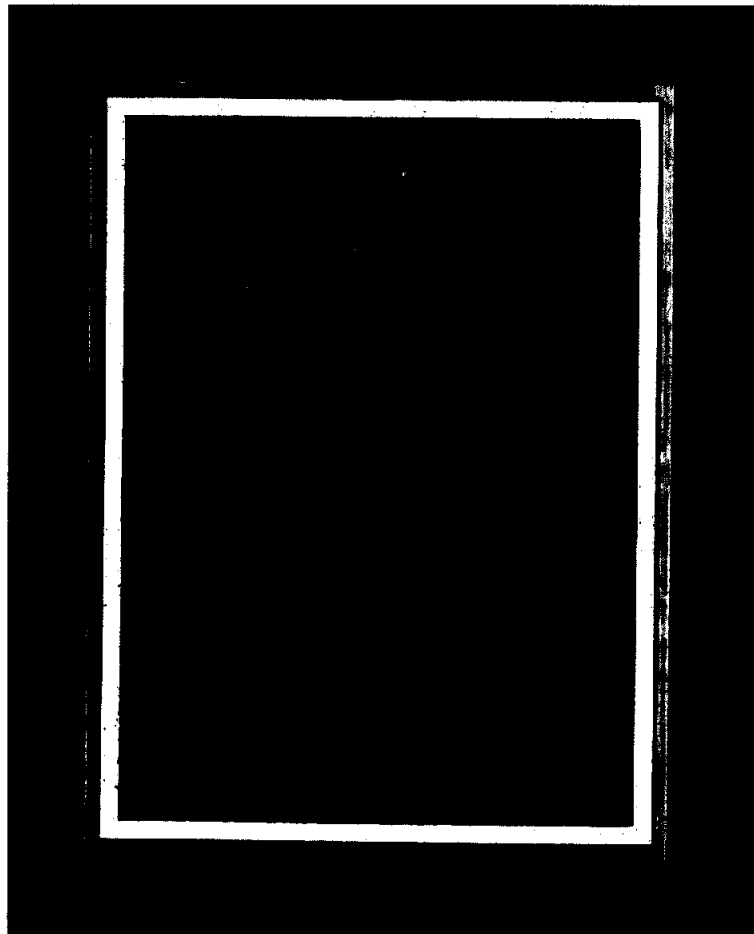


Confidential



The life extension shown on the graph above is for the Pitkin County Landfill. Heartland believes similar benefits can be achieved at South Canyon Landfill.

Many people within and outside of Pitkin County have viewed Pitkin County's solid waste program as a success and, potentially, a model for similar sized facilities. One award that Pitkin County Solid Waste Department, Pitkin County Commissioners, PCWS, and others involved with this program are proud of is the American Public Works Association – Colorado Chapter, 2006 Public Works Project Award shown below.





APPENDIX E: EQUIPMENT AND VEHICLE SCHEDULE

The following schedule outlines the anticipated equipment supplied by Heartland and its subcontractor for use in the landfill operations, the compost and aggregate operations, and the wood grinding operations. All equipment required for this contract is currently owned by Heartland and its subcontractor except the equipment existing at South Canyon Landfill, which we plan to purchase. A commitment letter from Colorado Business Bank for purchase of equipment is shown in Appendix B.

LANDFILL OPERATIONS

Cat 816 Compactor
John Deere 950 Dozer
Volvo 120 Loader
Cat D8 Dozer
Cat D250 Dump Trucks (2)
Cat 140 Grader
Volvo 290 Excavator
Hammel 850 Grinder (or equivalent)
Service Trucks

COMPOST/AGGREGATE LOADING & STOCKPILING

Cat 963 Loader

AGGREGATE PROCESSING/WOOD GRINDING

Metso LT 106 Metra Jaw Crusher
Metso LT Metra Track Cone Crusher
Extec S-6 Screening Plant
Extec E-7 Scalping Screen
McCloskey 621 Trommel Screen



Vermeer HG 6000 Horizontal Grinder

John Deere 240D Excavators (2)

John Deere 350 D Excavator

John Deere 644J Loader

John Deere 724J Loader

Volvo 180F Loader

100 Ft of Radial Stacker

Equipment Rate List

The cost/hour column is given for those portions of the proposal which reference work being performed as an addendum to the contract and based upon time and materials.

EQUIPMENT	COST/HOUR
CAT 816 Compactor	\$150.00
CAT D8R Dozer	\$215.00
John Deere 950 Dozer	\$200.00
Articulated Haul Trucks	\$175.00
Volvo 120 F Loader	\$160.00
Volvo 180 F Loader	\$180.00
CAT 963 Loader	\$180.00
John Deere 644 Loader	\$160.00
CAT 140 Grader	\$150.00
John Deere 240D Excavator	\$175.00
John Deere 350D Excavator	\$185.00
Water Truck	\$100.00



APPENDIX F: EQUIPMENT MAINTENANCE



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

TABLE OF CONTENTS

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LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Purpose

Our Landfill Equipment Preventative Maintenance Program was established to assure periodic and proper lubrication and is designed to increase productivity and lower maintenance expense.

This program is a guide which outlines preventive maintenance activities to be performed on a regular, scheduled basis and should be considered as providing the minimum basic service levels to be attained.

Benefits

Below are listed a few of the benefits we derive from a scheduled maintenance program:

- Minimizes equipment downtime.
- Maintains equipment at efficient operating levels.
- Adds equipment life and reduce operating costs.
- Detects the abuse of Heartland equipment.
- Optimizes equipment trade-in value.
- Enable us to plan work schedules and repair schedules that will best fit into our planned use.
- Provides operating and repair costs estimates for budget and bidding purposes.
- Estimates spare parts inventory and stock replacement bulk.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Program Content

Well kept maintenance records form the basis for our successful program. The following items are required to be kept on file at our landfill offices:

- **Machine History Folder** -This folder is for permanent records of all maintenance activities performed on each piece of landfill equipment. Caterpillar tractor company supplies us with an excellent machine history folder.
- **Daily Equipment Inspections** -This is a daily report that is completed by each operator. It is filled out in its entirety to ensure protection for the operator and machine. Operators must complete this form and turn in to their supervisor daily.
- **Scheduled Service Forms** -The operator or mechanic performing the actual service completes these forms. The service intervals will be: 50 hour, 250 hour, 1000 hour, and 2000 hour. These intervals may vary depending on operating and weather conditions. The completed forms will be kept in the machine jacket folder.
- **Fuel and Oil Report** -This form records fuel and oil usage and report hours of machine use and end of month hour meter readings
- **Repair Work Orders** -Repair work orders ensure proper cost control of parts and labor and also provides a record of work performed. Copies of the repair orders will be kept in the jacket file.

Maintenance Scheduling

The use of a chalkboard (or similar) to schedule preventive maintenance service is required at all of our operating locations. The boards present a simple, easy to read message of when the last maintenance service was done. Every piece of landfill equipment will be washed on an as needed basis, depending on operating conditions.



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

GUIDELINES TO INTERPRETING OIL SAMPLES

ENGINE

Copper 30	Iron 70	Chromium 3	Aluminum 15	Silicone 20	Lead 35
--------------	------------	---------------	----------------	----------------	------------

HYDRAULIC (1000 HR OIL CHANGE)

Copper 15	Iron 20	Chromium 5	Aluminum 15	Silicone 15	Lead -
--------------	------------	---------------	----------------	----------------	-----------

TRANSMISSION (POWER SHIFT – 1000 HOURS)

Copper 125	Iron 150	Chromium 3	Aluminum 10	Silicone 30	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

TRANSMISSION (DIRECT DRIVE – 1000 HOURS)

Copper 25	Iron 150	Chromium 5	Aluminum 10	Silicone 30	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

STEERING CLUTCHES (1000 HOURS)

Copper 200	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
---------------	-------------	---------------	----------------	----------------	-----------

FINAL DRIVES AND DIFFERENTIALS (1000 HOURS)

Copper 25	Iron 300	Chromium 5	Aluminum 10	Silicone 50	Lead -
--------------	-------------	---------------	----------------	----------------	-----------

MOTOR GRADER TANDEM DRIVE (1000 HOURS)

Copper 15	Iron 400	Chromium 3	Aluminum 5	Silicone 50	Lead -
--------------	-------------	---------------	---------------	----------------	-----------



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

DAILY PRE-OPERATING CHECKLIST

Operator Name _____

Machine _____

Unit _____

Date _____

Hour Meter _____

- ☐ Coolant Level
- ☐ Crankcase Oil Level
- ☐ Transmission Oil Level
- ☐ Hydraulic Oil Level
- ☐ Fuel
- ☐ 8 hour Lube Points
- ☐ Air Filter

WALK AROUND INSPECTION

- ☐ Leaks
- ☐ Damage
- ☐ Tracks Clean & Adjusted
- ☐ Radiator Clean
- ☐ Drain Water Off Tanks
- ☐ Windows Clean
- ☐ Belly Pans Clean
- ☐ Additional Comments _____

IF OVERHEATING OR OTHER PROBLEMS OCCUR NOTIFY SUPERVISOR

LANDFILL EQUIPMENT MAINTENANCE PROGRAM

FUEL AND OIL REPORT

(For Landfill Equipment Use Only)

Location	Month	Year

[illegible]

SCHEDULED SERVICE



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 50 or 250 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Walk around inspection			
Fan & Adjusting Pulley Bearings -lubricate 2 fittings			
Fan & Alternator Belts -inspect and adjust			
Engine Oil-check oil level (take oil sample, change oil, filters and Wash breather 250 hr service			
Radiator-check cap seals, coolant level, anti-freeze and rust inhibitor Concentration: add 8 oz of inhibitor if needed-both can be checked with Malcool 2,00-test strips inspect water hoses for leaks and damage			
Fuel System -check condition of filter, drain moisture and sediment from fuel tank, wash cap and filter screen			
Batteries -check electrolyte levels, battery terminals and hold down brackets and clean Air Cleaner -clean and check for holes or rips			
Parking Brake -test to determine if lever engages properly			
Check operation of gauges and warning lights			
Transmission -check oil level (change filter elements and take oil sample 250 hr service)			
Lubricate dozer or bucket linkage, per Lube Guide			
Check torque on wheel mounting nuts			
Cab Air Filters -check and clean (if necessary)			
Hydraulic Control System -check oil level			
Check Cutting Edges			
Check brake fluid reserve and adjust			
Lubricate all door and side panel hinges			
Inspect front and rear differentials and final drives -check lubricant levels			
Lower belly pans and do a visual inspection of all remote grease lines and fittings on differentials-inspect for damage and replace or repair as needed (250 hr service only)			



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders –Compactors)
Preventive Maintenance Checklist 1000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 Hr Service			
Change transmission oil, wash magnetic strainer, clean breather and change filter			
Take Oil Sample from All Compartments			
Check wheels for wire and debris – clean as needed			
Check Wheel Cleats for wear and cracks – repot problems			
Change hydraulic filter elements			

Other Work Performed _____

Comments _____

Serviceman _____
Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

SCHEDULED SERVICE

(Wheel Loaders - Compactors)
Preventive Maintenance Checklist 2000 Hour Service)

MODEL _____ SERVICE INTERVAL: _____
SERIAL # _____ UNIT# _____
DATE _____ FIRST SERVICE DATE _____
SERVICE METER _____
HOURS _____

NOTE: Use your Lubrication and Maintenance Guide. It contains detailed maintenance information, recommendations and locations of service points.

ITEM	SERVICED	REPAIRED	NEEDS REPAIR
Perform 250 and 1000 Hr Service			
Hydraulic System -change hydraulic oil, wash hydraulic filter screen and re-install, disassemble filter element and inspect for particles-install new element			
Check air intake system for leaks			
Check end play on turbo-charge shaft			
Cooling system -flush complete system, replace with new anti-freeze solution and rust inhibitor (if needed)			
Check engine valve lash			
Inspect fan spider assembly, both sides -replace the assembly if any broken, loose or missing rivets are detected			
Change front and rear differential and final drive oil			

Other Work Performed _____

Comments _____

Serviceman _____

Supervisor _____



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

LANDFILL EQUIPMENT MAINTENANCE AUDIT

Audit Period _____ Date _____
Last Audit _____ Location _____

P.M. Schedule

- Are P.M.'s on all units scheduled?
- Are P.M.'s scheduled properly?
- Are P.M.'s completed on schedule?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Vehicle History Files

- Is there a file for each vehicle?
- Are files up to date?

YES	NO
☐	☐
☐	☐

Comments:

Purchase Orders

- Are purchase orders used for parts and/or outside repairs?
- Are purchase orders and work orders used together?

YES	NO
☐	☐
☐	☐

Comments:

Forms

- Are Heartland Maintenance forms being used?
- Are Heartland Repair Orders being used?
- Are forms filled out properly?

YES	NO
☐	☐
☐	☐
☐	☐

Comments:

Unit Numbers

- Are unit numbers displayed properly?

YES	NO
☐	☐

Comments:

Operator Write Ups

YES	NO
-----	----



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

- Are Defect Reports written daily?
- Are Defect Reports reviewed by the mechanic?
- Are defects repaired as required?
- How are operator write-ups carried over on work not completed?

☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Tires

- Are legal tires being utilized?
- Are tire pressures checked?

YES	NO
☐	☐
☐	☐

Comments:

Shop Conditions

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES	NO
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Parts Room

- Is the shop clean and tidy?
- Is the outside of the shop area clean and tidy?
- Is all shop equipment operative?
- Is shop safety equipment available?
- Is safety equipment used properly?

YES	NO
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Comments:

Note General Condition of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Note General Appearance of the Fleet

Line Vehicles

Designated Spare Vehicle

Surplus For Sale Equipment

Service Vehicles

Response

YES NO

- Were discrepancies from the last audit responded to?

☐ ☐

- Were discrepancies from the last audit corrected?

☐ ☐

Comments:

Preventive Maintenance

YES NO

- Is scheduling board on site for P.M.'s?

☐ ☐

- Are P.M. services current?

☐ ☐

Comments:

Vehicle Reports

YES NO

- Operators Daily Equipment Inspection

☐ ☐

- Repair Order Forms

☐ ☐

- Historical Data File for each unit

☐ ☐

Comments:

Maintenance Expense Records

YES NO

☐ ☐

Repair Work Orders

YES NO

☐ ☐

Fuel Storage Log

YES NO

☐ ☐

Equipment Wash Schedule

YES NO

☐ ☐



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

	YES	NO
Oil Analysis	☐	☐

Parts and Tire Inventory

Inspect a Recently "P.M.ed" Unit

- | | YES | NO |
|-------------------------------|--------------------------|--------------------------|
| ■ All filters? | ☐ | ☐ |
| ■ Grease fittings? | ☐ | ☐ |
| ■ All fluid levels | ☐ | ☐ |
| ■ Was P.M. report filled out? | ☐ | ☐ |

Comments:

Wash Program

- | | YES | NO |
|-------------------------------|--------------------------|--------------------------|
| ■ Exterior | ☐ | ☐ |
| ■ Interior | ☐ | ☐ |
| ■ Crankcase guard / belly pan | ☐ | ☐ |
| ■ Engine and Transmission | ☐ | ☐ |

Comments:

House Keeping and Safety

- | | YES | NO |
|---|--------------------------|--------------------------|
| ■ Maintenance bays | ☐ | ☐ |
| ■ Tool room | ☐ | ☐ |
| ■ Parts room | ☐ | ☐ |
| ■ Equipment Parking | ☐ | ☐ |
| ■ Fire extinguishers (shop and equipment) | ☐ | ☐ |
| ■ Vehicle safety equipment | ☐ | ☐ |
| ■ Engine alarm | ☐ | ☐ |

Comments:

Equipment

- Number of pieces of equipment
- Spares
- Surplus (specify each)

Comments:



LANDFILL EQUIPMENT MAINTENANCE PROGRAM

Equipment Manuals

- Does each piece of equipment have a repair manual?
- Does each piece of equipment have a parts manual?
- Does each piece of equipment have an operators manual?
-

YES NO

☐	☐
☐	☐
☐	☐

Comments:

Current Inventory

- Is inventory list up to date?

YES NO

☐	☐
--------------------------	--------------------------

Comments:

General Comments:

General Manager _____ Date _____

Director of Operations _____ Date _____



APPENDIX G: HEALTH & SAFETY PLAN

Policy

It is the policy of Heartland to comply with all federal, state and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state or local law.

Procedures and Controls

- I. Heartland is dedicated to the development and maintenance of an effective loss prevention and loss control program. The managers are expected to implement and manage a program that will meet the following objectives: Each facility will have a site specific Health and Safety Plan to help facilitate the following:
 - A. The prevention of accidents and exposures resulting in injury, illness and property damage to our employees, customers and general public.
 - B. Policies and controls that conform to applicable federal, state, provincial and municipal laws, and company rules and regulations.
 - C. The selection and training of all employees to ensure that all services and duties are carried out in a professional manner.
 - D. The provision of a safe and healthful work environment.
 - E. The provision of appropriate, safe, well maintained equipment for employees and customers.

Program success can only be achieved through coordination of efforts by all levels of management. COMMITMENT and ACTIVE PARTICIPATION are essential to the achievement of these objectives. The following guidelines are presented as guidelines to preparation of site specific plans.

II. EMPLOYEE ORIENTATION AND TRAINING

Prior to assignment, the manager will have every employee orientated to Heartland procedures and trained in the specific job requirements. This includes all contract and part time labor.

III. SAFETY PROMOTION

- A. Meetings – Safety meeting will be held weekly. The general manager will meet at least monthly with corporate staff. Operation and maintenance supervisors will meet with



their respective employees at least monthly to review all past accidents, and observed hazards.

- B. Bulletin Board Posting -Safety poster and articles which illustrate safety and health practices will be displayed where shop and field personnel may see and read them.

IV. MEDICAL PROGRAM

A. First Aid Requirements

- i) Training -Every supervisor will be trained and certified in basic first aid and CPR.
- ii) First Aid Kits -An approved first aid kit will be maintained in every shop and office area, each supervisor's vehicle, and each service vehicle.

V. OCCUPATIONAL HEALTH

All employees must be included in a Chemical Hazard Communication Program (Employee Right to Know) as required by applicable law and rules. This program will be included in the site specific Health and Safety Plan

VI. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment will include the following minimum standards:

- A. Foot Protection -Safety boots with steel-capped toes and puncture resistant soles will be worn by every employee engaged in operations or maintenance. (No gym or tennis shoes, sandals, lightweight or high-heeled dress shoes, no cut-out toes or heels.) Boots will be of the laced type, at least six (6) inches high and firmly laced at all times to provide needed ankle support.
- B. Hand Protection -Gloves appropriate to the task being performed will be worn.
- C. Head Protection -Every employee will be issued and required to wear a hard hat on the site whenever operating heavy equipment. Employees engaged in operations which subject them to the hazards of falling, swinging, or flying objects will wear hard hats at all times.
- D. Face and Eye Protection -Face and/or eye protection will be provided in the shop and will be worn whenever welding, grinding, sanding, chipping or other operation producing fine particles is performed. Eye protection will also be issued and used during operation when dust, splash, or other hazards to the face and eyes are apparent or may be anticipated.
- E. Respiratory Protection -Adequate respiratory protection will be issued to and used by operating employees whenever subject to dust, fumes, smoke, or special waste contaminants such as asbestos. Sand blasting requires the use of a breathing air supplied hood.
- F. Hearing Protection -Any employee, subject to noise levels beyond those permitted under OSHA will be issued and will use adequate protection.



VII. FACILITY SAFETY

A. Inspections

- i) Facility inspections will be conducted monthly by lead operators. General Managers will conduct quarterly inspections
- ii) Fire Inspection/Gas Utility Inspection/Electrical Inspection -The local fire department must be requested to perform documented inspections of each facility annually. The local gas utility company or a contractor competent in gas utility inspection will inspect each facility's gas fired equipment annually.
- iii) Off site company property/buildings will be inspected annually

B. Fire Protection

- i) Fire Extinguishers -Appropriate fire extinguishers will be provided in every building (in accordance with OSHA requirements). Every collection, transfer, service and supervisor assigned vehicle will be equipped with a multi-purpose dry chemical or equivalent extinguisher UL rated 1A20BC (minimum) and serviced in accordance with NFPA 10.
- ii) Fire Warning System -An automatic fire detection system monitored by a central station or fire department will be installed in every building with values exceeding \$250,000 or where vital records are stored. A service contract will be maintained and inspections made semi-annually by the local company used.
- iii) A written emergency card must be prepared for each facility and visible posted within all structures.

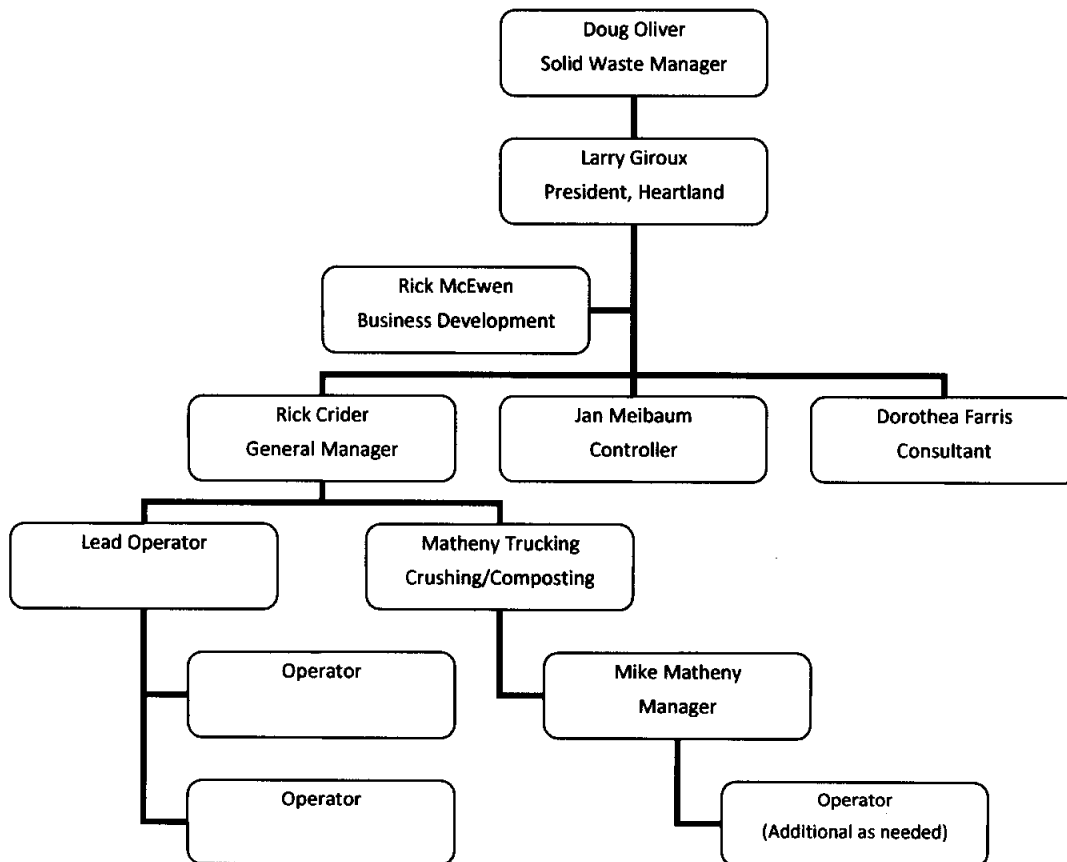


APPENDIX H: STAFFING PLAN

The organization structure for operation of the South Canyon Landfill is as follows:

POSITION	NUMBER
General Manager	1
Landfill Lead Operator/Mechanic	1
Landfill Operator	2
C&D Recycling/Processing Operator	1

The City will have direct access and communication with the General Manager and can contact corporate staff at anytime. Corporate staff will maintain communication with the city on a regular basis.



Larry Giroux

Owner and Manager

Areas of Expertise

- Environmental Regulations
- Regulatory Negotiations
- Solid Waste Management
 - ◊ Landfill Operations
 - ◊ Collection and Transfer Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois

Certified Solid Waste Technician and Instructor, Missouri

Certified: Landfill Operations, SWANA

Continued Professional Development

Professional Selling Skills 1996

Development Dimensions International (DDI) Interaction Management 1995

Fleishman Hillard: Media Training 1993-1995

Meeting Facilitator Training 1994

SWANA Landfill Gas Symposium, New Orleans 1993

Hazardous Waste Identification Training 1993

24-Hour Emergency Response Training 1993

Safe Chemical handling Training 1993

Presentations and Public Speaking

1994	City of Bridgeton, Missouri City Council Superfund Status"	Bridgeton, Missouri
1994	St. Louis County Board of Directors Superfund Status"	St. Louis, Missouri
1992-1993	Kansas City Board of Zoning Adjustment Greenfield Project Hearings"	Kansas City, Missouri
1990	Missouri Solid Waste Control Coalition Landfill Operations"	Columbia, Missouri
1998-1991	Kansas City Board of Zoning Adjustment Landfill Extension Hearings"	

Experience

Heartland Environmental Services, LLC
Snowmass Village, Colorado

2004-present

PRESIDENT AND CO-FOUNDER

Landfill Operations, landfill gas to energy, industrial waste water
Evaporation, Biodiesel generation projections, International
carbon credit projects

Larry Giroux

Owner and Manager

HEARTLAND, LLC
St. Louis, Missouri

1999-present

DIRECTOR OF OPERATIONS, Nationwide

Manage the operations of solid waste subsidiaries which include landfill operations, closed landfill operations, transfer station operations, and solid waste collection and transportation.

ALLIED WASTE INDUSTRIES
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

1986-1999

DISTRICT MANAGER, Kansas City, MO

Manage the sales, marketing and operations of 6 collection companies, 3 transfer stations, 2 material recovery facilities, 4 landfills, 2 closed landfills and 1 superfund site in Western Missouri and Nebraska (3,000 tons per day/\$0 million annual revenue) for the 2nd largest solid waste company in North America. Execute acquisitions, landfill expansions, and zoning extensions. Supervise a staff of 200.

SENIOR DIVISION GENERAL MANAGER, St. Louis, Missouri (1993-1997)

Managed 5 active landfills and 2 closed landfills in Missouri and Illinois (6,000 tons per day) to include cell development, landfill closure projects, and capital management. Supervised over 70 employees.

- Member of a team selected to participate in bidding, and if successful, construct and operate a 6,000 ton per day landfill (ocean reclamation) in Hong Kong. Member of the Board of Directors of the joint venture company formed for the Hong Kong project.
- Permitted a 95-acre horizontal expansion, Southern Illinois, 1994; 40 acre horizontal expansion, Jefferson City, Missouri, 1996; and 2 vertical expansions, St. Louis and Kansas City, Missouri, 1994-1996.
- Selected as Interim Regional Landfill Manager for six months (10 landfills/10,000 tons per day)
- Successfully negotiated a high BTU landfill gas project (\$0 million) with Laclede Gas Company.
- Managed local public relations and politics for a major superfund site, 1993-1997.
- Member of the strategic planning team for the St. Louis market (10 year development plan)
- Met or exceeded financial/budget objectives every year.

DIVISION MANAGER, Kansas City, Missouri (1988-1993)

Managed a landfill (2,000 tons per day) to include profit/loss responsibility, safety, environmental compliance, landfill gas collection system, public relations and political aspects.

- Met financial/budget objectives every year.

Larry Giroux

Owner and Manager

OPERATIONS MANAGER, Kansas City, Missouri (1986-1988)

Affiliations

Missouri Waste Control Coalition
Missouri Solid Waste Advisory Board
National Solid Waste Management Association (NSWMA)
Solid Waste Association of North America (SWANA)
Kansas City Industrial Council (KCIC) Board Member

Other Significant Endeavors

Professional Hockey Player: St. Louis Blues, Detroit Red Wings, Kansas City Scouts, Hartford Whalers.

Rick McEwen

Business Development Manager

EXECUTIVE SUMMARY

Senior Manager with 35 years of experience in the Environmental Industry with focus on North American, Solid, Hazardous and Liquid Waste Management. Key areas of demonstrated Leadership Strength are operational management, strategic planning and implementation, acquisition integration; multiple facility operations, transportation and supply chain management. Responsible for Operations directly impacting: compliance, growth, revenue and results.

CAREER EXPERIENCE

The Heartland Companies ***2004-present*** ***Business Development Manager***

Responsible for acquisitions, development, operations and marketing. Heartland Companies own proprietary liquid waste processing equipment that utilizes landfill gas and waste heat as energy sources to treat various aqueous waste and residual products. Development and leadership of a strategic initiative to target Carbon Footprint Reduction for Industrial Waste water customers by innovatively developing a Green House Gas Credit strategy with a key partner.

- Organizational plan, recruiting, staffing and corporate governance
- Operational and business management plans and systems.
- Strategic plan for growth and marketing of services, Customer relationships and Stakeholder management
- Business plan, budget preparation and accountability for results
- Developed a business plan and model to purchase, with innovative financing, closed solid waste landfills and/or Landfill Gas (LFG) rights for renewable energy based economic and environmental enterprise

Strategic Environmental Partners ***2002-2004*** ***Senior Vice-President***

Environmental Business Management Services including:

- Due Diligence, Operational Plans and Consent Order Negotiations for a Private Solid Waste Company regarding Landfill facilities
- Expert witness testimony for Bayonne New Jersey in Solid Waste Matter
- Project Development for a Bio-Reactor Food Waste Project in New York City
- Developed a Strategic Business Plan for Implementing a Vacuum Truck Based non-hazardous waste Environmental Services business for a publicly traded company.

Waste Management Inc., Eastern Area ***2000 to 2002*** ***Vice President of Landfills***

Operations Management for Landfills and Transfer Stations including Engineering and Environmental Compliance staff of 50, with a capital budget of \$250 million, for Landfill expansions, operations and compliance. The Eastern Area facilities managed 32 million tons of solid waste for landfill disposal and 18 million tons at transfer stations.

- Developed and Implemented Strategic Plans to maximize Disposal assets using Supply Chain Management to develop least costly options for transportation and disposal, including long term asset replacement strategy, delivered \$12 million in improved earnings.
- Developed Operations and Productivity Standards (Key Performance Indicators) for a Net work of Landfills (80) and Transfer Stations (100) measuring and reducing operating costs 5% on revenues of \$1.5 billion.

Rick McEwen

Business Development Manager

- Engineering and Environmental Compliance Reviews of all Lines of Business that reduced Notices of Violation by 10%

Safety-Kleen Corp. (formerly Laidlaw Environmental Services)

1997 to 2000

Vice President, Planning and Operations

Managed Corporate Operations Group of 800 employees with responsibility for waste disposal analysis and routing, transportation and supply chain management (rail, barge, truck), fleet management, purchasing, distribution, product development/support and manufacturing.

- Senior Management team member that Integrated Operations of Rollins Environmental (1997, \$300mm revenue) and Safety Kleen (1998, \$900mm revenue).
- Multiple Facility Management including Dioxin and Hazardous Waste Incineration, Hazardous Waste Landfill Disposal, Waste Water Treatment, Service Centers, In-Plant-Services, Harbor Dredging and Brownfield Development using stabilized dredge material
- Consolidated and Standardized 90 laboratories at a cost reduction of \$10 million annually
- Selected and implemented a Supply Chain Management System for selection of facilities and routing of Materials for Disposal and Products for Distribution reducing transportation costs by \$4 million annually

Laidlaw Waste Systems

1989 to 1997

Senior Vice President

Complete Integrated Waste Services management for Laidlaw Waste Systems operations, responsible for all Landfill operations in North America, including Siting, Permitting, Engineering, Operations and Compliance. Senior Manager for residential, commercial and industrial collection and landfill disposal, recycling, municipal incineration and medical waste collection and disposal for Canadian Operations (1996-1997)

- Improved Cash Flow and Earnings every year through Capital and Cash Flow Management Process coupled with Strategic Planning and an Operational Excellence Program
- Engineering and Environmental Compliance Management program for North American Landfill facilities that increased facility capacity and earnings every year through permitting and expansions
- Key Member of Management Team that implemented Vision, Mission and Values and a Customer Service Delivery System, resulting in customer retention and Organic Growth.
- Key Member of Management transitioning the sale of Laidlaw Waste Systems to Allied Waste (\$1.8 billion), Government appointed Independent Manager to the Canadian Combines Unit in Allied's sale of Canadian Business to USA Waste (\$650 million).

Browning Ferris Industries and CECOS International (1984-1985)

1983 to 1989

Vice President

- Multiple Facility management, and Operations of Solid and Hazardous Waste Landfills
- Acquisition growth and Integration of Services
- Engineering oversight and Environmental Compliance including Facility Permitting and Expansions

CH2M Hill Consulting Engineers

1973 to 1983

Project Manager

Various project and construction management assignments including:

Rick McEwen

Business Development Manager

- Florida Coastal Construction Protection Zone
- Grand Strand Water and Sewer Authority Collection System
- Refuse Derived Fuel Waste Handling Facility, Monroe County, NY
- Love Canal Mapping and Remediation, Phase I

ADDITIONAL EXPERIENCE

1979 to 1983	Adjunct Faculty Rochester Institute of Technology
2003 to Present	Society of Leading Professionals a McGraw Hill Company

EDUCATION

AAS	SUNY Land Surveying Technology
BPS	SUNY Bachelors of Construction Management

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor (Inactive) – Florida, Georgia and New York

BOARD OF DIRECTORS

2005 - 2008	Liquid Solutions, LLC
1999 - 2000	East Richland County Public Service Commission
1992 - 1998	NASDAQ Traded Viro Group
1979 - 1983	Genesee Valley Land Surveyors Association, Board of Directors and Secretary

Rick Crider

General Manager

Areas of Expertise

- Landfill Operations

Certifications/Professional Designations

Certified Solid Waste Technician, Illinois
Certified Solid Waste Technician, Missouri
Certified Solid Waste Technician, Colorado

Education and Military Experience

South Range High School, North Lima, Ohio, 1971-1975
Mahoning County Joint Vocational School, North Lima, Ohio
Computer Training 1974-1975
United States Navy, Holy Loch, Scotland, 1976-1979
National Spill Control School, Corpus Christi State University, 1981
Numerous Solid Waste Seminars and Training Courses

Experience

HEARTLAND ENVIRONMENTAL SERVICES, LLC 1999-present
Snowmass Village, Colorado

LANDFILL MANAGER, Pitkin County Waste Systems, L.L.C, Aspen, CO
Manager of entire solid waste operations including daily operations of sanitary landfill, landfill closure operations, topsoil and aggregate recovery, and sewage sludge and wood waste composting.

ALLIED WASTE INDUSTRIES 1986-1999
LAIDLAW WASTE SYSTEMS
Scottsdale, Arizona

LANDFILL OPERATIONS MANAGER, Jefferson City, MO 1990-1999
All landfill supervision of daily landfill operations. Final cover certification, construction of new cell liner and installation of leachate collection system, installation and operation of gas management system. Assist Division Manager in budget preparation, maintenance costs, and labor costs.

LANDFILL OPERATIONS MANAGER, Belleville, IL 1989-1990
Budget preparations, daily cost controls, employee supervision, on daily activities. Managed the excavation and installation of leachate collection system including excavation of old refuse and the removal and replacement of 1500' of levee and liner construction.

ENVIRONMENTAL WASTE CONTROL, INC. 1988-1989
Delong, Indiana

GENERAL MANAGER, Hazardous Waste Landfill
Supervised subcontractor and development of new cell and installation of 80 mil liner with a leak detection system. Supervised daily operations of waste handling, maintaining safety with protective equipment. All building and excavation were performed to site design plans.

Rick Crider

General Manager

LAIDLAW WASTE SYSTEMS
Burlington, Ontario, Canada

1984-1988

DIVISION MANAGER, Kansas City, Missouri

Manager multi-million dollar operation; supervise staff of 20.; prepare cost control budget with weekly cost projections; plan daily operations six months in advance; coordinate and preside over monthly safety meetings and employee round table meetings; negotiate for city and municipal contracts; comply with all state and regulatory agencies.

R.E. WOLFE ENTERPRISES OF CALIFORNIA
Fontana, California

1984

LANDFILL MANAGER

Supervised two landfills in the valley on all landfill related items: pushing trash, excavations, public relations, equipment operation and all cost controls as well as minor repair to on-site equipment.

ENVIRONMENTAL SPECIALS, INC.
Kansas City, Missouri

1983-1984

PROJECT SUPERVISOR

Supervised handling and clean-up of various hazardous materials. Managed and controlled personnel, equipment, paper work, equipment servicing, setting up accounts and lodging, Stabilization of dioxin and complete decontamination of houses in St. Louis area.

TRI-CITY CONSTRUCTION COMPANY
Kansas City, Missouri

1981-1983

LANDFILL SUPERVISOR, Kansas City and Wichita

Supervised the building of the trash slope as per plans and drawings and applied intermediate and final cover on finished trash. Performed all repairs on landfill equipment on-site with landfill mechanic; responsible for road repairs, drainage systems, all paperwork; setting up new accounts; public relations.

Janet Meibaum

Controller

Areas of Expertise

- Solid Waste Industry Financial Accounting

Education

Bachelor of Science, Accounting, Louisiana State University, 1982

Experience

Heartland Environmental Services, LLC 1999-present
Snowmass, Colorado

CONTROLLER

Responsible for the overall financial concerns of the company, including financial reporting, accounting controls, business plans, forecasting profitability, and analyzing opportunities. Heartland Environmental Services acquired GEI Waste Systems in 2008.

ALLIED SERVICES, L.L.C. 1986-1999
LAIDLAW WASTE SYSTEMS, INC.
Scottsdale, Arizona

DIVISION CONTROLLER, St. Louis, Missouri

Responsible for all general accounting functions for three integrated companies with total annual sales of \$47 million. Prepare annual budgets for multiple line of business companies, including balance sheet and cash budgeting. Prepare quarterly forecasts. Assist management with general planning and administration, including pricing strategy for commercial hauling and municipal bids. During 1994 developed market strategic plan for the three St. Louis area landfills, utilizing life of landfill site proformas which Ms. Meibaum helped design, while analyzing costs and profitability under various development and market condition scenarios. Developed unique landfill accruals and depletion including depletion of future site development capital. Allied Waste Industries acquired Laidlaw Waste Systems in 1997.

GSX CORPORATION 1983-1986
SCA SERVICES, INC.
St. Louis, Missouri

AREA FINANCIAL MANAGER

Provide planning and analysis in preparation of annual budget, quarterly forecasts and monthly variance report. Provide management and training for clerical staff. Guided staff through two major billing system conversions. Under Ms. Meibaum's direction aged accounts receivable was reduced from 70 days to 35 days on an average receivable of \$1 million. Designed an automated purchase order system to capture costs and accruals, complete with management reports used for profit forecasting. GSX acquired SCA Services in 1984.

Janet Meibaum
Controller

CUSTOMER SERVICE ELECTRICAL SUPPLY CORP.
Baton Rouge, Louisiana

1980-1983

ACCOUNTING CLERK

While attending college Ms. Meibaum worked for this small but rapidly growing wholesale electrical supply company. She helped design internal controls and helped the company convert to an automated billing and general ledger system.

Matheney Trucking, Inc.

Subcontractor

Matheney Trucking, Inc. was established in May, 1998 as a local dump truck company serving various earthmovers in the Roaring Fork Valley. Matheney Trucking, Inc. has evolved into a multi-faceted Colorado corporation specializing in custom crushing and screening, wood grinding and screening, C&D handling, and volume reduction. Our state-of-the-art equipment lineup includes the latest technologies from around the world. Our client list includes all the major earthmoving companies in the Roaring Fork Valley as well as national companies such as Peter Kiewitt and Ames Construction.

Our current list of equipment includes the following:

2008 Metso LT 106 Metro Track Jaw Crusher
2008 Metso LT 200 hp Metro Track Cone Crusher
2007 Extec S-6 Screening Plant
2005 Extec E-7 Scalping Screen
2006 McCloskey Brothers 621 Trommel Screen
2007 Vermeer HG 6000 Horizontal Grinder
2006 Hammel 750 KD Shredder
Two 2006 Deere 240D Excavators
2006 Deere 350D Excavator
2006 Deere 644J Wheel Loader
2007 Deere 724J Wheel Loader
2008 Volvo 180F Wheel Loader
2008 100 ft Radial Stacker
Three 2008 60 ft Jump Conveyors
Three Field Service Pickups

Dorothea Farris

Consultant

Dorothea Farris has spent her entire adult life working on committees and boards on issues related to education and the arts, the environment and open space, the role of public lands, transit and trails, wildlife and habitat, and appropriate local, state, and federal legislation. A County Commissioner in Pitkin County, Colorado for the past 12 years, an elected position, she now serves as Commissioner for the Colorado Division of Wildlife, appointed by Governor Ritter, and works as consultant for Heartland Environmental Services.

Following is a listing of my work experience, the boards on which I have served, and my educational background.

Work Experience:

2009 –present	Consultant	Heartland Environmental Services, LLC	
	Carbondale, CO		
1997-2009	County Commissioner	Pitkin County	Aspen,
CO			
1992-1996	Office Assistant	Valley Journal	
	Carbondale, CO		
1989-1996	Administrative Assistant	Cleveholm Manor, Redstone Castle	Redstone,
CO			
1993-1994	Instructor: English	Colorado Mountain College	
	Carbondale, CO		
Fall 1988	Instructor: Handwriting Analysis	Colorado Mountain College	Aspen,
CO			
1988-1989	Admissions Counselor	Aspen Valley Hospital	Aspen,
CO			
1985-1988	Education Coordinator	Aspen Center for Environmental Studies	
	Director: School for Field Studies		Aspen,
	CO		
	Conference Director: Institute for the Enrichment of Rural Teaching		
1975-1988	Teacher: K-12 substitute	Aspen School District	Aspen,
CO			
1974-1981	Weather Observer	National Weather Service	Denver,
CO			
1957-1964	Teacher	Lake Washington Senior High School	Kirkland,
WA			
		Carbondale School District	
	Carbondale, CO		
		Basalt Elementary School	Basalt,
	CO		

Boards and Offices:

2008-2012	Colorado Division of Wildlife, Commissioner
2008	Colorado Counties, Inc., President
2007-present	Board of Directors, Rocky Mountain Rail Authority
2007-2008	Board of Directors, Colorado Representative, National Association of Counties
2009-	Conservation Leaders Network, Board of Directors
2006-2008	Conservation Leaders Network, advisory board member
2006-2008	New Century Transportation Foundation, board member
2006-2008	Gateway Communities Subcommittee, NACo Public Lands Committee, Chairperson 2007
2006-2008	Member: Board of Directors, Colorado Counties, Inc.
2004-present	Colorado Division of Wildlife, Public Education Advisory Council
2001-2008	RFTA - Roaring Fork Transit Authority, member / Chairperson 2004, 2006-2008
2001-2008	Colorado Counties, Inc. - Pitkin County representative
2001-2008	Public Lands Steering Committee, National Association of Counties, CCI representative
2001-2008	Western Interstate Region - Public Lands Committee
1998-1999	Colorado Division of Wildlife, Commissioner
1997-2001	Ruedi Water and Power Authority, member
1997-2001	Roaring Fork Railroad Holding Authority: Board member/Chair
1997-2008	Pitkin County Commissioner, Pitkin County, Colorado

Dorothea Farris

Consultant

1993-present	West Elk Loop Scenic and Historic Byway Committee
1994	Redstone Community Association, President
1969-1988	Board of Education, Aspen School District, Aspen, Colorado
1969-1988	Mountain Board of Cooperative Services, Leadville, Colorado
1969-1988	Colorado Association of School Boards: Board of Directors, Denver, Colorado
1987-1988	Snowmass-Aspen Repertory Theater: Board of Directors, Aspen, Colorado
1983-1988	Aspen-Snowmass Council for the Arts: Board of Directors, Aspen, Colorado
1970-1987	Ballet Aspen: Board of Directors, Aspen, Colorado
1982-1985	Wheeler Opera House Commission, Aspen, Colorado
1978-1984	Colorado Commission on Teacher Education and Certification, CDE, Denver, Colorado
1986-1987	Governor's 2+2 Task Force: Elementary/Secondary Education in Colorado
1984-1986	Governor's 2+2 Task Force: Teacher Quality Study, State of Colorado
1981-1985	Aspen Center for Environmental Studies, Board of Directors, Hallam Lake Sanctuary, Aspen, CO
1979-1981	Colorado School Districts Self Insurance Pool Board, Denver, Colorado
1970-1972	Community School Foundation: Aspen Community School, Aspen, Colorado. Founding member.

Education:

1999	Leadership Aspen Seminar Training / Graduate
1992	Regis University in the Mountains: Masters Degree Courses: Business
1990-1991	Colorado Mountain College: Masters Degree Courses: Education
1988	Associated Travel School, Inc. Miami, Florida
1985	American Handwriting Analysis foundation: Master Grapho Analysis Certification
1974	Weather Observer Certification: National Oceanic and Atmospheric Administration
1957-1959	Graduate level course work at a variety of colleges and universities
1957	BA Degree: University of Colorado, Boulder, Colorado Distributive Studies: English, Geography, Geology, and Education.

Writing:

I have written numerous professional and historical articles, as well as some fiction. I assisted in the writing and production of Elk Mountains Odyssey, West Elk Loop Scenic/Historic Byway Guide. I am among those featured in the book A Life Well Rooted by Meredith W. Ogilby.

Travel:

I have traveled extensively in the United States, including Hawaii and Alaska, in Canada, and in western Europe and Africa.

Personal Information:

Date of Birth: July 21, 1935
Married: Doug Farris
Children: Donald, Brian, Anne
Grandchildren: Tucker, Wyatt, Grace, Caroline



APPENDIX I: REFERENCES

January 10, 2009

Mr. Larry Giroux
Heartland Technology Partners, LLC
9870 Big Bend Blvd.
St. Louis, MO 63122

To whom it may concern:

The County Commissioners of Pitkin County, Colorado are responsible for the county landfill operations. In 1999, the commissioners contracted with Mr. Larry Giroux and his company, Pitkin County Waste Systems (PCWS), for management and operation of the organics composting and aggregate recovery programs, daily landfill operations, and landfill closure preparation.

On the ground observations, annual review of photographic evidence, and comments from users support my position that Mr. Giroux's direction of PCWS' operations has resulted in an improved site with a lengthened life span. Adding life to the landfill is a very important aspect in our considerations, as added time saves money and avoids the consequence of finding another site or alternative to the landfill. Inadequate environmental conditions and poor operational procedures have been addressed, and noticeable improvements have been made. These improvements reflect the skill and experience of Mr. Giroux and his staff.

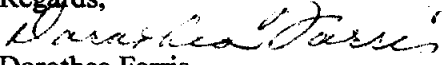
Communication among members of the PCWS managers, the landfill staff, the solid waste manager, and the commissioners has resulted in open and transparent discussion, high expectations, honest planning, and a high level of service to the community.

The Pitkin County community expects and demands a high standard of excellence in its services. Because the Pitkin County Commissioners share a sense of confidence in Mr. Giroux and his company, Pitkin County Waste Systems, they extended his contract to 2016, when they will consider two additional five year options.

Waste management operations in today's challenging world require awareness and review of options and opportunities. Mr. Giroux and his company provide the information and vision for the future that is needed by our community leaders.

Landfill management and operations require a high level of experience, skill, knowledge and training. Working with communities, especially ones with very high expectations, requires openness and the ability to communicate clearly some very complex concerns and considerations. Mr. Giroux and PCWS have provided the excellent service and high quality landfill operation processes and procedures demanded by a premier community.

Regards,


Dorothea Farris
Commissioner, Pitkin County, Colorado

Administration
Suite 301
(970) 920-5200
fax 920-5198

County Commissioners
Suite 301
(970) 920-5200
fax 920-5198

County Attorney
Suite 302
(970) 920-5190
fax 920-5198

Finance and Use Tax
Suite 201
(970) 920-5220
fax 920-5230

Printed on recycled paper

October 24, 2006

To whom it may concern:

This is in response to a request for a letter of recommendation regarding the operation of the Pitkin County landfill near Aspen, Colorado by Mr. Larry Giroux and his company Pitkin County Waste Systems. Pitkin County Waste Systems (PCWS) won a five year contract in open bidding, against five other bidders, with the lowest price and best proposal in May 1999. PCWS and Mr. Giroux are responsible for the organics composting, aggregate recovery, daily landfill operations, and landfill closure work.

At the time PCWS and Mr. Giroux assumed operation of the site, numerous environmental and operational problems existed, including inadequate daily, intermediate, and final cover, groundwater contamination, sloppy and unplanned waste placement, ponding of surface water, and large stockpiles of unprocessed materials. Each of these issues has been addressed and the positive changes are truly remarkable both in regulatory and aesthetic terms. Regulators, customers, staff, and commissioners are all very impressed and complimentary with the improvements that have resulted from PCWS' and Mr. Giroux's operations.

Personally, I have been pleased with PCWS, Mr. Giroux and his managers on several levels. They work well with my staff and they treat customers with respect, as well as respond quickly to difficult conditions. Whenever disagreeable matters arise, Mr. Giroux treats business relationships as important partnerships, which enables finding solutions to tough situations. The experience PCWS and Mr. Giroux bring thus raises the expertise of the Pitkin County staff and provides a very high level of service to the community at large.

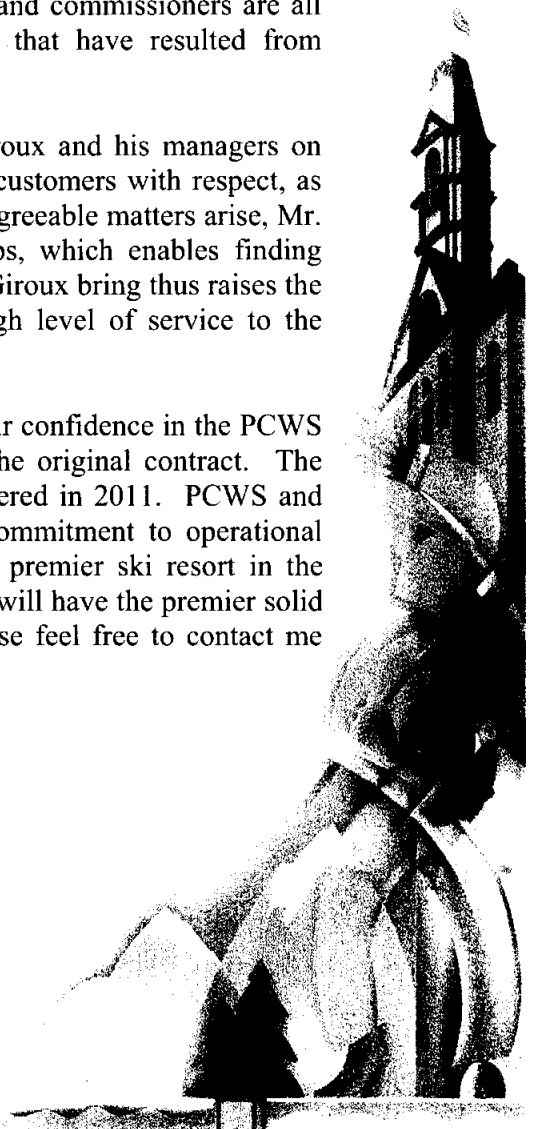
In 2005, the Pitkin County commissioners affirmed their confidence in the PCWS operation by awarding Mr. Giroux a ten year extension to the original contract. The extension includes an additional ten year option to be considered in 2011. PCWS and Mr. Giroux have brought the superb level of service and commitment to operational excellence that this facility expects. The community is the premier ski resort in the United States and with the help of PCWS and Mr. Giroux; we will have the premier solid waste management operation in the United States also. Please feel free to contact me should you have any other questions.

Very best regards,



Chris Hoofnagle
Solid Waste Manager

Solid Waste Center
76 Service Center Road
(970) 923-3487 fax (970) 923-2043 www.aspenpitkin.com



Northeast Nebraska Solid Waste Coalition

402-644-8715
402-644-8716, Fax
glund@ci.norfolk.ne.us

Solid Waste Division

Norfolk WPC
610 E Monroe Ave.
Norfolk NE 68701

March 23, 1999

To Whom It May Concern,

As a District Manager for Allied Waste, Larry Giroux was responsible for the Coalition landfill operation for a little more than one year. At the time he assumed these responsibilities, our landfill had a dismal operating record. Mr. Giroux implemented an equipment maintenance management system that improved the reliability of the site equipment. The equipment operating record immediately improved. We went from a period when every piece of equipment was inoperable and waste was left uncovered, to an operation where the majority of maintenance tasks were completed during scheduled down time.

Our site had been in court with neighbors following wind events that took wind-blown litter on to neighbor property. Mr. Giroux budgeted funds to build wind screens, litter cages, and perimeter fences. We are now able to manage the site operation through wind speeds approaching 40 mph. Mr. Giroux provided staff and equipment to surcharge an area of the landfill that had not been properly compacted. This allowed us to regain a portion of the previously wasted air space.

Mr. Giroux worked with much of the existing staff members to affect these changes. Changes in employee attitude, and equipment quality and reliability, changed the complexion of our operation. Mr. Giroux's experience and expertise in landfill operation were apparent and very much appreciated by our organization.

Sincerely,



Northeast Nebraska Solid Waste Coalition
Gary Lund, Solid Waste Manager

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

Public Works Department

Office of the Director

20th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

(816) 274-2364
Fax: (816) 274-2369

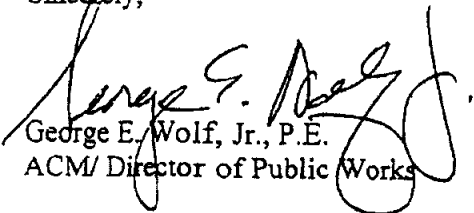
March 11, 1999

To whom it may concern:

Mr. Larry Giroux has managed the Southeast Landfill in Kansas City, Missouri on and off since 1988. Larry has strived for and improved the aesthetics, environmental integrity and the working relationship with City staff and the neighbors. He is very sensitive to public concerns and highly responsive if corrective actions are suggested in regards to operations or cleanup. Larry has dealt with our City in a professional manner.

If you require additional information, please feel free to call me at (816) 274-1779.

Sincerely,


George E. Wolf, Jr., P.E.
ACM/ Director of Public Works

GEW:pp



St. Louis County
Department of Health

Buzz Westfall
County Executive

Paula Livingston, DDS, MPH
Director

Division of
Environmental Protection

Central County Center
111 S. Meramec
Clayton, MO 63105
(314) 854-6698
Fax: 854-6951

North County Center
21 Village Square
Hazelwood, MO 63042
(314) 615-7469
Fax: 615-7439

South County Center
4562 Lemay Ferry Rd.
St. Louis, MO 63129
(314) 845-4027
Fax: 845-4008

West County Center
74 Clarkson Wilson
Chesterfield, MO 63017
(314) 530-2929
Fax: 530-2925

Animal Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 726-6655

Vector Control
77 Hunter Avenue
Ladue, Missouri 63124
(314) 727-3097

TDD for all sites:
(800) 735-2466

March 24, 1999

To Whom It May Concern:

I am pleased to be writing this letter on behalf of Mr. Larry Giroux. As supervisor of the Waste Management Section and regulator of solid waste facilities for St. Louis County, I had the pleasure of working with Mr. Giroux when he held the position of General Manager for the Laidlaw (Allied) Bridgeton Sanitary Landfill.

Mr. Giroux assumed responsibility, for what has been termed by many, to be one of the most complicated of landfills nationwide. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area businesses and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were awarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

I regard Mr. Giroux's ethics and integrity to be of the highest standard. He is highly knowledgeable of landfill engineering and operations and a pleasure with which to work. Mr. Giroux should be considered an asset to any organization.

Sincerely,

Susan R. Taylor, Supervisor
Waste Management Section
Division of Environmental Protection

SRT/eh

An equal opportunity employer

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
HEALTH

Dolores J. Gunn, MD
Director

October 4, 2006

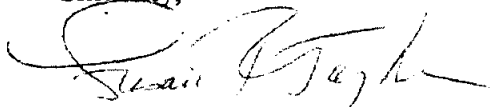
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Mr. Giroux assumed responsibility, for what has been deemed by many, to be one of the most complicated of landfills nationwide with a 5000 T/day incoming waste volume, 100,000/gal/year leachate production, and a 3500 cfm landfill gas generation rate. It was, and remains, in part, a superfund site. Prior to Mr. Giroux's position at the Laidlaw Bridgeton Landfill, landfill gas and leachate production exceeded the capacity of infrastructures in place. Area business and residents had become increasingly upset with landfill odors and my office had the landfill under a strict regulatory compliance schedule. Shortly after Mr. Giroux assumed management of the landfill, significant improvement was noted. Mr. Giroux was instrumental in bringing about necessary changes and improvements despite numerous roadblocks and economic challenges. To address the concerns of the surrounding community, Mr. Giroux took a proactive approach. He met frequently with municipal officials, conducted presentations at Council meetings, and personally contacted complainants to discuss concerns. Mr. Giroux's efforts were rewarded with regulatory compliance, support from the local officials, and trust from the community. The positive effects resulting from his management remain with the landfill facility today.

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Sincerely,



Susan R. Taylor, Supervisor
Solid Waste Management Program
Division of Environmental Protection

:SRT

DIVISION OF ENVIRONMENTAL PROTECTION - SOUTH

4562 Lemay Ferry Road • Saint Louis, MO 63129 • PH 314/615-4027 or 314/615-4130 • FAX 314/615-4008
TTY 314/615-8428 or 800/735-2966 • web <http://www.stlouisco.com>
An Equal Opportunity Employer - Services Provided on a Non-Discriminatory Basis



February 12, 2009

Mr. Rick McEwen
Executive Vice President
Heartland Environmental Services
P.O. Box 220842
Kirkwood, Missouri 63122

Re: Glenwood Springs, Colorado Landfill/Solar Field Opportunities; 3000.300.1856.doc

Dear Mr. McEwen:

Hull & Associates ("Hull") is pleased to offer this expression of interest to partner with your company in developing large scale solar projects for the City of Glenwood Springs in conjunction with opportunities and operations of the City landfill.

In addition to Hull's extensive landfill expertise, Hull also provides renewable energy services that will add value to your team. As described below, our capabilities range from initial analysis through project implementation:

1. **Site Assessment** - evaluation of the project's solar footprint and related physical characteristics;
2. **System Design** - determining the optimal design and cost estimates for all solar components and interconnection with the utility grid or on-site facilities;
3. **Economic Analysis** - in-depth analysis of cash flows, returns, and operating and funding scenarios, including ownership options;
4. **Project Construction** - construction management of all aspects of the project, including contract management, equipment procurement, installation, assembly and energy start-up;
5. **Operation & Maintenance** - establish and manage an O&M plan to maximize performance.

Our overall assessment typically addresses all the key variables that can maximize solar project returns and related benefits, for example:

- **Investment tax credits, accelerated depreciation, and similar tax benefits** under U.S. state or other laws;
- Profitable options for **sales of solar power**;
- Availability of **grants, rebates and low interest loans**; potential revenues from sale of **renewable energy certificates** (RECs);
- Potential revenues and trade-offs associated with sale of CO2e reductions; and
- Opportunities to leverage solar power to help address landfill operations and obligations.

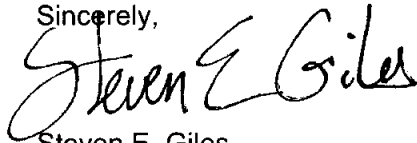
6397 Emerald Parkway • Suite 200 • Dublin, Ohio 43016
614.793.8777 fax 614.793.9070 www.hullinc.com

Mr. Rick McEwen
3000.300.1856.doc
February 12, 2009
Page 2

Hull is ready to work with you to address the City's desire to pursue viable renewable energy projects, and believe that a public/private partnership as you described will afford all parties the best opportunities for both landfill operations and the City's progressive alternative energy objectives.

Accompanying this letter is a Statement of Qualification that details our relevant services.

Sincerely,

A handwritten signature in black ink that reads "Steven E. Giles". The signature is fluid and cursive, with the first name "Steven" being larger and more prominent than the last name "Giles".

Steven E. Giles
Energy Market Leader

SEG/sjp

Enclosure

Ct: John Hull, Hull & Associates, Inc.
William Petruzzi, Hull & Associates, Inc.



APPENDIX J: TRANSITION PLAN

In May of 1999, Pitkin County Waste Systems, LLC, a wholly owned subsidiary of Heartland, LLC, transitioned operations of the Pitkin County Landfill with ease and success. Due to the scope of permitting and large workload, Larry Giroux, owner, will personally supervise the initial six-month startup of the Glenwood Springs' contract to insure a smooth transition and assist in expediting permit modifications and subsequent actions. More specifically, upon contract award, we will do the following to ensure a smooth transition.

- Request a meeting with appropriate city staff and their consultants. Heartland attendees will include Larry Giroux, owner of Heartland; Rick Crider, General Manager; Janet Meibaum, Financial Controller; Dorothea Farris, Heartland's local political consultant; Mike Matheney, Heartland's subcontractor; and members of Aquaterra, Heartland's environmental consultant. Topics to be discussed in addition to the normal transition issues will be:
 1. Landfill reclamation/airspace swap;
 2. Temporary and permanent compost/liquids management permit modifications;
 3. BLM land swap;
 4. Overall permit redesign.
- Meet with new and existing personnel to discuss expectations, compensation, and benefits;
- Make arrangements with city staff for existing and new personnel to tour the Pitkin County Landfill prior to April 1 startup;
- Have any new equipment/offices delivered to the landfill one week prior to start date;
- One week prior to startup, Larry Giroux or Rick Crider and Janet Meibaum will be present to receive and set up new offices and equipment, coordinate all transition activities and review and become familiar with the South Canyon Landfill permit and operations plan. We will also coordinate all invoicing and communications procedures at that time;
- Establish an appropriate meeting schedule;
- We propose that Heartland's Owner or General Manager meet with city staff at least weekly during the first two months and at least monthly thereafter.

EXHIBIT C

- 1) 2008 John Deere 950J-WH Dozer, unit equipped with waste handling package and associated guards; Serial Number LU950JX009702.
- 2) 2008 Caterpillar 963D Track Loader, with clam-shell bucket; Serial Number CAT0963DLLCS00927.
- 3) 2008 Caterpillar 816F Series 2 Landfill Compactor; Serial Number CAT0816FJBZR00259.
- 4) 1998 Caterpillar D8R DS Dozer; Serial Number 7XM03610.
- 5) 1992 Caterpillar 140G Motor Grader; Serial Number 72V14880.
- 6) 1999 GMC C-8500 with Caterpillar 3126B engine and Evergreen 4,000 gallon water tank; Serial Number 1GDT7H4C5XJ519590.
- 7) 1996 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN00467.
- 8) 1998 Caterpillar D250E Articulated Dump Truck; Serial Number 5TN01005.
- 9) 1993 Ford F250 Pickup; Serial Number 1FTHX26H2PKA86868.
- 10) 2006 Chevrolet 3500 Plow Truck with Meyer plow and Henderson salt spreader; Serial Number 1GBJK34UX6E237799, Truck; 00133709983, plow; FSP21342, salt spreader.
- 11) 1997 Caterpillar D7R Dozer; Serial Number 2EN00465.



CERTIFICATE OF LIABILITY INSURANCE

OP ID L9
SOUTH20

DATE (MM/DD/YYYY)

06/04/09

PRODUCER Conrad M. Deneault, Jr. The Daniel and Henry Co. 1001 Highlands Plaza Dr West St. Louis MO 63110 Phone: 314-421-1525 Fax: 314-444-1990		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Heartland Env. Services, LLC South Canyon Waste Systems, LLC Solid Waste Properties, LLC P.O. Box 221090 St. Louis, MO 63122		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American Int'l Specialty Lines	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	EG17661046	04/01/09	04/01/10	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
		☒ COMMERCIAL GENERAL LIABILITY				MED EXP (Any one person)	\$ 5,000
		☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		☐ POLICY ☐ PRO-JECT ☒ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC AGG	\$
A		EXCESS / UMBRELLA LIABILITY	EGU17661122	04/01/09	04/01/10	EACH OCCURRENCE	\$ 4,000,000
		AGGREGATE				\$ 4,000,000	
		☒ OCCUR ☐ CLAIMS MADE					\$
		☐ DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER	EG17661046	POLLUTION LEGAL LIAB	04/01/09	04/01/10	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Glenwood Springs is an additional insured under the Liability policy

CERTIFICATE HOLDER

GLENWOO City of Glenwood Springs Attn: MaryLou Hafliager 101 West 8th Street Glenwood Springs CO 81601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD



- Provide compliance with local Fire Protection District requirements concerning fire prevention and protection.

Odor Control

Heartland will perform the following:

- Provide proper landfill operations and procedures to ensure that odor from the working face are not an issue.

A-V. Channel, Pond, and Drainage Maintenance

Proper landfill operational procedures dictate that as much water as possible is directed away from all operations at the landfill, and that the area is graded to prevent ponding:

Heartland will perform the following:

- Provide proper grading of all areas within the landfill to maintain good drainage and to prevent ponding, particularly over areas within the limits of waste;
- Maintain all existing let-down structures;
- Maintain all existing permanent run-on diversion ditches;
- Construct and maintain temporary internal ditches, relocate ditches and install culverts when and where necessary;
- Maintain existing perimeter ditches;
- Clean out the retention ponds as required and at least once during the term of the contract.

A-VI. Random Waste Screening

Random screening of incoming waste loads must be performed as a measure to prevent acceptance of hazardous and non-acceptable waste. The screening will be performed near the working face. This program requires implementation of a method to determine selection of random loads, identification of the selected loads, maintenance of an area where the waste from the randomly selected loads will be unloaded and spread out for visual inspection, and either containment and isolation of any unacceptable wastes identified or removal of the waste and transport to the working face if the waste is deemed acceptable.

Heartland will perform the following:

- Construct and maintain the unloading and containment area;
- Select loads and direct contractors to the containment area;

James L. Smith

**AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009**

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor"), is effective as of April 1, 2014 regardless of the date it is executed by the parties.

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Landfill") dated June 1, 2009 ("Initial Agreement"), which agreement was amended August 17, 2009 (collectively, "Agreement"), the original Initial Agreement and First Amendment being on file with the City Clerk; and

WHEREAS, the Initial Agreement was set to terminate March 31, 2014 but allows for extensions of four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five (5) year contract; and

WHEREAS, Enterprise is interested in maintaining the continuity of Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Agreement is hereby amended to add paragraph e. as follows:

2. Scope of Services.

e. Contractor's personnel must maintain certification in the following programs and disciplines:

1. Manager of Landfill: Solid Waste Association of North America, Manager of Landfill Operations certification
2. Manager of Landfill: Erosion Control Specialist or Transportation Erosion Control Specialist (ECS or TECS) through the Rocky Mountain Education Center, Course Code: CETC 150
3. All personnel must attend an Asbestos Recognition Course, annually.

2. Section 4.a. of the Agreement is hereby replaced with the following:

4. Cost of Services; Payment.

a. Appendix A is no longer in effect as of the date of this amendment. Enterprise shall pay Contractor for its services in the amounts set forth in


JOSHUA JOHNSON

Appendix A-1 ("Pricing") attached hereto and incorporated herein. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month. If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.1.a.

3. Section 4.c. of the Agreement is hereby amended by changing the off-road fuel cost from \$3.00 to \$3.50, as follows:

c. In the event that the average off-road fuel cost paid by Contractor in the performance of its work under this Agreement exceeds Three Dollars and fifty cents (\$3.50) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (1) the amount by which such average cost per gallon exceeds \$3.50 times (b) the number of gallons of off-road fuel utilized by Contractor at South Canyon Landfill during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.

4. Section 12.1. a. of the Agreement is hereby amended by changing the notice days from 30 days to 20 days, as follows:

12.1.a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of twenty (20) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than twenty (20) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the twenty (20) day period and thereafter diligently completes the cure.

5. Section 17 of the Agreement is hereby replaced with the following:

17. Permits. The Enterprise shall be responsible for obtaining and maintaining



in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing of groundwater, methane and leachate ponds), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits. Enterprise shall keep Contractor informed of any changes in design or operational requests it plans to make to any regulatory agency, and Enterprise may include Contractor in meetings. Any additional cost impacts to Contractor due to changes in design or operation will be negotiated at that time. Should Contractor choose to have or perform other operations beyond what is included in this Agreement, the terms will be negotiated at that time; however, Contractor agrees to reimburse the Enterprise for all permitting, engineering, and sampling and monitoring expenses to implement and maintain the other operations.

In the event federal, state or local regulations change, Contractor shall have the right to provide Enterprise with a cost impact analysis to Contractor, and if necessary, revisions to Contractor's compensation will be negotiated at that time.

6. Deletions in the following sections as stated in Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, to the Agreement are indicated by ~~strikeouts~~, and additions are indicated by **bold** lettering. All other sections of Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, remain in effect and unchanged.

Exhibit A, Supplemental Conditions:

WORK BY OTHERS. Private utilities, the City or other parties may be expected to be working within the **Landfill boundary** during the Contract. These may be as specifically listed hereafter or if not listed shall be determined by the **Enterprise. Contractor.** The Contractor shall cooperate and coordinate with **other parties** ~~whoever else may be~~ working within the **Landfill boundary for the Enterprise, in order that the other parties may proceed in an orderly manner.** ~~in the area in order that golf driving range construction may proceed in an orderly manner.~~

...

A-II. RECOVERY, COMPACTION AND COVERING OF
CONSTRUCTION & DEMOLITION (C & D) WASTE

The Contractor's responsibilities shall include, but are not limited to:

- Divert **non-suspect C&D waste, to a designated processing area for materials recovery furniture, and mattresses to a designated processing area to be reduced and used for Alternate Daily Cover (ADC), as approved by CDPH&E;**



- Separate and stockpile **items that are reasonably recoverable materials** including rock, concrete, asphalt, soil, ~~wood~~, and metal;
- ~~Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC)~~
- **Metals will go to the scrap pile area; concrete, asphalt, soil will go to their designated processing area;**
- **Contractor's employee at the working face as he covers or screens loads will notify the scale personnel upon discovery of additional chargeable or illegal items, such as appliances, tires, electronics or liquids;**
- **All grinding materials for ADC must comply with the current CDPHE stipulations**

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. **In the event Contractor is required to obtain off-site water, the Enterprise shall reimburse Contractor at a negotiated cost per load.** Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure drivability and safety of access and haul roads.

The Contractor's responsibilities shall include, but are not limited to:

- Road construction as necessary with a maximum road grade of ~~10%~~ **8%; situations requiring steeper grades will be reviewed on a case-by-case situation.**
- Dust control on a daily basis, **temperature permitting**, when potential for dust generation exists, and dust generation control with ~~water dust palliative~~ **being applied by truck equipped with spray bars** as necessary
- Road reclamation (when working face has shifted and road is no longer needed)
- All other maintenance and any materials and supplies as necessary to provide adequate accessibility to all landfill operations, including but not limited to, snowplowing, adding gravel road surface material, grading, and drainage control
- Maintaining drivability of all internal site roads during all operating hours, including storm events
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The Contractor must maintain the run-on diversion ditches for the landfill, some of which are in-place and some of which will be constructed in the future under separate contracts. This includes approximately 4,260+ linear feet of run-on diversion ditches, and approximately 10,000+ linear feet of roadside ditches. Temporary drainage structures must also be constructed to maintain road drivability and to direct water flow away from the working face. Perimeter channels are to be constructed as landfill phases are completed. Construction of the perimeter channels will be under a separate contract, however, the Contractor must maintain these perimeter channels.

Proper landfill operational procedures dictate that as much water as possible is directed away from the landfill, and that the area is graded to prevent ponding.

The Contractor's responsibilities shall include, but are not limited to:

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- Maintaining the existing and to-be-constructed run-on diversion ditches;
- Constructing and maintaining flow of temporary internal ditches, including relocating ditches and installing culverts when and where necessary;
- Cleaning out the retention ponds ~~once during the term of the contract~~ **including but not limited to as a result of a storm event and inundation of the pond, and following any debris event and after spring thaw and prior to winter freezing conditions;**
- Maintaining perimeter ditches **to acceptable Best Management Practices standards and according to the January 2013 Stormwater Management Plan;**
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A-VI. RANDOM WASTE SCREENING

Per Colorado regulations, random or **as otherwise needed** screening of incoming waste loads must be performed as a measure to prevent acceptance of **unacceptable items, hazardous waste and PCBs, and must be documented on an approved form and copies maintained by Contractor and provided to Enterprise.** The screening will be performed near the working face. This

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- Selecting loads and directing contractors to the containment area;
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- ~~If wastes are prohibited in landfill, but are acceptable at the Household Hazardous Waste site, removing the prohibited materials and transporting to HHW center;~~
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Exhibit B, Landfill Operations Management Proposal, is amended to delete the following note:

~~NOTE: It will be the City's responsibility to pay for the disposal of any unacceptable waste discovered by the contractor during normal operations or during the random waste screening program.~~

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B. COMPOSTING OPERATIONS

~~It is the desire of the City of Glenwood Springs to continue/expand/enhance the composting operation currently conducted by CacaLoco, Inc.~~



Source-separated material consisting of **cardboard, chipped brush, shredded non-suspect lumber**, mixed paper, and other organic material is typical of the material transported to South Canyon Landfill for the composting program. Sludge, a high-nitrogen material, is also accepted from the surrounding area to mix with the carbonaceous wood waste. ~~Prior to being used in the composting program, this material must be shredded and/or processed through a tub grinder to achieve a finished compost that is desirable and marketable locally.~~ The compost operations shall follow the regulations of the CDPH&E. The entire composting operation, including, but not limited to, providing the shredder and/or grinder, operating the equipment, turning the windrows, labor, and fuel **are included in the operations costs**. All ancillary equipment such as a track-hoe, loader, dump truck, etc., necessary to successfully provide a composting operation to South Canyon Landfill are to be provided by the Contractor. **Contractor shall have the right to use any excess material generated by the composting operation for ADC provided it is approved by the CDPH&E and the Enterprise. These excess materials can include unscreened compost, reject material after screening of compost or finished compost.**

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~~The City of Glenwood Springs currently only processes, via CacaLoco, Inc., a compost mixture, but desires that the Contractor expand the range of products to~~



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- topsoil/compost mixture
- class 5 base course
- 1"-6" stone for landscaping
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- final cover barrier layer soil
- final cover protective layer soil

The Contractor's responsibilities shall include, but are not limited to:

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- Directing incoming mixed soil and rock loads to the proper unloading area;
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- Providing a range of aggregate products described above or alternate materials as proposed by Contractor and approved by the City of Glenwood Springs;
- ~~Providing necessary services for mixing topsoil and compost together for sale to the public;~~
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It is understood that topsoil separation and blending with compost will be included in this Agreement. The Contractor will be compensated according to Exhibit A-1, attached hereto and incorporated herein.

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SECTION III.

THE CITY OF GLENWOOD SPRINGS' SERVICES AND RESPONSIBILITIES

The City of Glenwood Springs will provide the following:

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- **Management of used tires** ~~used tire handling;~~
- Scrap metal hauling;



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- All engineering **and surveying** services associated with landfill operation;
- A site for the aggregate operations;
- All revegetation services;
- All monitoring services (groundwater, gas, etc.);
- All final cover over finished areas of the landfill;
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7. Appendix H: Staffing Plan to Exhibit B of the Agreement is hereby replaced with the following:

APPENDIX H: STAFFING PLAN

The Contractor shall always have at least a minimum number of personnel on site during operating hours, as listed below:

Weekdays March 1 through November: 4 operators
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 Saturdays March 1 to December 1: 2 operators
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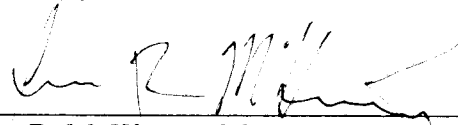
8. Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15th day of May, 2014.

ATTEST:


 Ann Green, Deputy City Clerk

GLENWOOD SPRINGS LANDFILL
 ENTERPRISE

By: 
 Leo R. McKinney, Mayor

APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

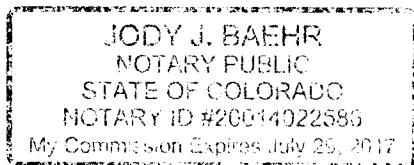
By: Larry Giroux
Larry Giroux, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 12 day of May, 2014 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7-29-2017



Jody J. Baehr
Notary Public

JG



APPENDIX A-1: PRICING

Section 1-A Landfill Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$165,417	\$1,985,000	See Note 1
2015-2016	\$165,417	\$1,985,000	
2016-2017	\$165,417	\$1,985,000	
2017-2018	\$165,417	\$1,985,000	
2018-2019	\$165,417	\$1,985,000	

Section 1-B Composting Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$.144/gallon		Priced on all non-hazardous water received
2015-2016	\$.147/gallon		No charge for incoming yard waste
2016-2017	\$.150/gallon		See Note 1
2017-2018	\$.153/gallon		
2018-2019	\$.156/gallon		

Section 1-C Aggregate/Topsoil Recovery and Blending Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$6.35/ton		Unit price/ton for premium crushing is \$7.98/ton and escalates at the same rate as standard crushing
2015-2016	\$6.48/ton		See notes 1, 2
2016-2017	\$6.61/ton		
2017-2018	\$6.74/ton		
2018-2019	\$6.88/ton		

Notes

1. Fuel surcharge will be implemented when off-road unit fuel prices exceed \$3.50 per gallon.
2. Aggregate loading equipment will be equipped with scales for City billing purposes.

J-21

**AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH
CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009**

This AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009, between the GLENWOOD SPRINGS LANDFILL ENTERPRISE ("Enterprise") and SOUTH CANYON WASTE SYSTEMS, LLC, a Colorado limited liability company ("Contractor"), is effective as of April 1, 2014 regardless of the date it is executed by the parties.

WHEREAS, Enterprise and Contractor executed an agreement for operations management at the South Canyon Landfill ("Landfill") dated June 1, 2009 ("Initial Agreement"), which agreement was amended August 17, 2009 (collectively, "Agreement"), the original Initial Agreement and First Amendment being on file with the City Clerk; and

WHEREAS, the Initial Agreement was set to terminate March 31, 2014 but allows for extensions of four (4) additional five (5) year terms upon the parties reaching agreement as to terms of any additional five (5) year contract; and

WHEREAS, Enterprise is interested in maintaining the continuity of Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE AGREEMENT, WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Agreement is hereby amended to add paragraph e. as follows:

2. Scope of Services.

e. Contractor's personnel must maintain certification in the following programs and disciplines:

1. Manager of Landfill: Solid Waste Association of North America, Manager of Landfill Operations certification
2. Manager of Landfill: Erosion Control Specialist or Transportation Erosion Control Specialist (ECS or TECS) through the Rocky Mountain Education Center, Course Code: CETC 150
3. All personnel must attend an Asbestos Recognition Course, annually.

2. Section 4.a. of the Agreement is hereby replaced with the following:

4. Cost of Services; Payment.

a. Appendix A is no longer in effect as of the date of this amendment. Enterprise shall pay Contractor for its services in the amounts set forth in



Appendix A-1 ("Pricing") attached hereto and incorporated herein. Provided Contractor has invoiced Enterprise for amounts payable by Enterprise to Contractor for Landfill Operations on or before the first day of each calendar month, Enterprise shall mail such amounts so as to be received by Contractor by no later than the 20th day of such month. If Contractor fails for any reason to invoice Enterprise by the first day of a month, Enterprise shall mail such amounts so as to be received by Contractor within twenty (20) days after Enterprise's receipt of Contractor's invoice. Notwithstanding the foregoing, in the event Contractor has not received payment from Enterprise within the foregoing timeframes, Enterprise shall not be in default under the provisions of this Section 4(a) unless and until Contractor provides Enterprise with notice and opportunity to cure as provided in clause (i) of Section 12.1.a.

3. Section 4.c. of the Agreement is hereby amended by changing the off-road fuel cost from \$3.00 to \$3.50, as follows:

c. In the event that the average off-road fuel cost paid by Contractor in the performance of its work under this Agreement exceeds Three Dollars and fifty cents (\$3.50) per gallon, Enterprise agrees to pay a fuel surcharge to Contractor. The amount of such fuel surcharge shall be determined by multiplying (1) the amount by which such average cost per gallon exceeds \$3.50 times (b) the number of gallons of off-road fuel utilized by Contractor at South Canyon Landfill during such year. Such fuel surcharge shall be payable by Enterprise within twenty (20) days after the receipt of Contractor's invoice therefore, together with reasonable supporting documentation. Each April 1 during the term of this Agreement, the parties agree to reevaluate the terms of calculating the off-road fuel surcharge so that it meets the current conditions and pricing.

4. Section 12.1. a. of the Agreement is hereby amended by changing the notice days from 30 days to 20 days, as follows:

12.1.a. The failure by Contractor to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Contractor where the failure continues for a period of twenty (20) days after Contractor receives notice thereof from the Enterprise; provided, however, that if the nature of Contractor's default is such that more than twenty (20) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within the twenty (20) day period and thereafter diligently completes the cure.

5. Section 17 of the Agreement is hereby replaced with the following:

17. Permits. The Enterprise shall be responsible for obtaining and maintaining



in place all permits necessary for the operation of the Landfill and other operations coming within Contractor's scope of work (including all applicable periodic sampling or testing of groundwater, methane and leachate ponds), and Contractor shall be responsible for conducting its scope of work in a manner so as not to violate the terms of such permits. Enterprise shall keep Contractor informed of any changes in design or operational requests it plans to make to any regulatory agency, and Enterprise may include Contractor in meetings. Any additional cost impacts to Contractor due to changes in design or operation will be negotiated at that time. Should Contractor choose to have or perform other operations beyond what is included in this Agreement, the terms will be negotiated at that time; however, Contractor agrees to reimburse the Enterprise for all permitting, engineering, and sampling and monitoring expenses to implement and maintain the other operations.

In the event federal, state or local regulations change, Contractor shall have the right to provide Enterprise with a cost impact analysis to Contractor, and if necessary, revisions to Contractor's compensation will be negotiated at that time.

6. Deletions in the following sections as stated in Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, to the Agreement are indicated by ~~strikeouts~~, and additions are indicated by **bold** lettering. All other sections of Exhibit A, Supplemental Conditions, and Exhibit B, Landfill Operations Management Proposal, remain in effect and unchanged.

Exhibit A, Supplemental Conditions:

WORK BY OTHERS. Private utilities, the City or other parties may be expected to be working within the **Landfill boundary** during the Contract. These may be as specifically listed hereafter or if not listed shall be determined by the **Enterprise**. ~~Contractor~~. The Contractor shall cooperate and coordinate with **other parties** ~~whoever else may be working within the Landfill boundary for the Enterprise, in order that the other parties may proceed in an orderly manner. in the area in order that golf driving range construction may proceed in an orderly manner.~~

...

A-II. RECOVERY, COMPACTION AND COVERING OF
CONSTRUCTION & DEMOLITION (C & D) WASTE

The Contractor's responsibilities shall include, but are not limited to:

- Divert **non-suspect C&D waste, to a designated processing area for materials recovery furniture, and mattresses to a designated processing area to be reduced and used for Alternate Daily Cover (ADC), as approved by CDPH&E;**



- Separate and stockpile **items that are reasonably** recoverable materials including rock, concrete, asphalt, soil, ~~wood,~~ and metal;
- ~~Obtain CDPH&E approval to grind non-recoverable C & D materials and use same as Alternate Daily Cover (ADC)~~
- **Metals will go to the scrap pile area; concrete, asphalt, soil will go to their designated processing area;**
- **Contractor's employee at the working face as he covers or screens loads will notify the scale personnel upon discovery of additional chargeable or illegal items, such as appliances, tires, electronics or liquids;**
- **All grinding materials for ADC must comply with the current CDPHE stipulations**

A-III. ROAD CONSTRUCTION AND MAINTENANCE

The Contractor will be responsible for all internal roads at the landfill beginning at the westerly side of the intersection of the landfill access road and County Road 134. Any suitable on-site water can be used for dust control, but the Contractor may have to obtain additional water from off-site. **In the event Contractor is required to obtain off-site water, the Enterprise shall reimburse Contractor at a negotiated cost per load.** Road construction will be necessary on a periodic basis due to the shifting location of the working face as areas are completed and successive phases entered. Road maintenance will be on-going to ensure drivability and safety of access and haul roads.

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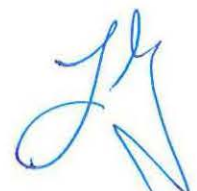
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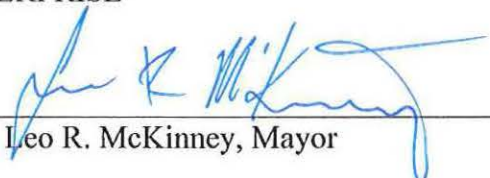
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APPROVED AS TO SUBSTANCE:

By: Jeff Hecksel
Jeff Hecksel, City Manager

APPROVED AS TO FORM:

By: Janette H. Shute
Janette H. Shute, City Attorney

SOUTH CANYON WASTE SYSTEMS, LLC

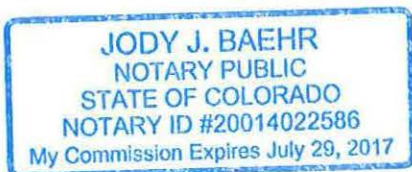
By: Larry Giroux
Larry Giroux, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AMENDMENT TO AGREEMENT FOR OPERATIONS MANAGEMENT FOR SOUTH CANYON LANDFILL, BD 2009-001, DATED JUNE 1, 2009 was acknowledged before me this 12 day of May, 2014 by Larry Giroux, Manager of South Canyon Waste Systems, LLC.

Witness my hand and official seal.

My commission expires: 7-29-2017



Jody J. Baehr
Notary Public

Lg



APPENDIX A-1: PRICING

Section 1-A Landfill Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$165,417	\$1,985,000	See Note 1
2015-2016	\$165,417	\$1,985,000	
2016-2017	\$165,417	\$1,985,000	
2017-2018	\$165,417	\$1,985,000	
2018-2019	\$165,417	\$1,985,000	

Section 1-B Composting Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$.144/gallon		Priced on all non-hazardous water received
2015-2016	\$.147/gallon		No charge for incoming yard waste
2016-2017	\$.150/gallon		See Note 1
2017-2018	\$.153/gallon		
2018-2019	\$.156/gallon		

Section 1-C Aggregate/Topsoil Recovery and Blending Operations

Year	Cost/Month	Cost/Year	Comment
2014-2015	\$6.35/ton		Unit price/ton for premium crushing is \$7.98/ton and escalates at the same rate as standard crushing
2015-2016	\$6.48/ton		See notes 1, 2
2016-2017	\$6.61/ton		
2017-2018	\$6.74/ton		
2018-2019	\$6.88/ton		

Notes

1. Fuel surcharge will be implemented when off-road unit fuel prices exceed \$3.50 per gallon.
2. Aggregate loading equipment will be equipped with scales for City billing purposes.