



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
APRIL 4, 2019
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
MORNING WORK SESSION(S)			
9:30am	A.	7th Street WWTF Fencing Options	Information/Discussion
10:00am	B.	North Landing	Information/Discussion
AFTERNOON WORK SESSION(S)			
3:45pm	A.	Community Special Events	Information/Discussion
4:45pm	B.	Board and Commission Interviews for Historic Commission and Housing Commission	Information/Discussion
5:45pm	Meeting Set-up		
REGULAR SESSION			
6:00pm	5	Roll Call	Quorum
	6	Pledge of Allegiance	
	7	Agenda Changes	Information
	8	Conflict of Interest Disclosure	Information
	9	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	Information Only
	10	Council Comments	Information/Discussion
	11	Consent Agenda	Discussion and/or Action
	A.	Award of On-Site Sodium Hypochlorite Generation System Equipment for Red Mountain Water Treatment Plant (BD2019-026)	
	B.	Landfill Site Services T&M Contract Bid	
	C.	IGA between the City of Glenwood Springs and Colorado Division of Parks and Wildlife	
	D.	Ordinance No 8, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending 100.010.030 (c) Weed and Grass Control to Include the Noxious Weed Management Plan (SECOND READING)	

- E. Ordinance No 14, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Municipal Code to allow Glenwood Springs City Council to Reschedule or Cancel a Regular City Council Meeting by Resolution (SECOND READING)
- F. Ordinance No 15, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, amending Section 070.040.060 of the Municipal Code (SECOND READING)
- G. Award NWCCOG Project THOR Contract

ACTIONS AND/OR PRESENTATIONS

- | | | |
|----|--|--------------------------|
| 12 | 7th Street Change Order | |
| | A. 7th Street Change Order | Discussion and/or Action |
| 13 | Two Rivers Park -Approval of Amendment to the Design Contract with Land Studio for Landscape and Lighting Design | |
| | A. Two Rivers Park -Approval of Amendment to the Design Contract with Land Studio for Landscape and Lighting Design | Discussion and/or Action |
| 14 | CONTINUED FROM MARCH 21, 2019, Ordinance No 13, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Adopting a New Section 090.040.120 regarding Hauling Routes to the Glenwood Springs Municipal Code and Setting Forth the Regulations and Permit Requirement for Commercial Hauling Operations in the City (FIRST READING) | |
| | A. Ordinance No 13, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Adopting a New Section 090.040.120 regarding Hauling Routes to the Glenwood Springs Municipal Code and Setting Forth the Regulations and Permit Requirement for Commercial Hauling Operations in the City (FIRST READING) | Discussion and/or Action |
| 15 | Arts Plan Estimates | |
| | A. Arts Plan Estimates | Discussion and/or Action |
| 16 | Landfill Rate Study and Resolution adoption of New Rates | |
| | A. Landfill Rate Study and Resolution 2019-20, A Resolution of the City of Glenwood Springs, CO, Setting 2019 Rate Fees | Discussion and/or Action |
| 17 | Board and Commission Appointments for Housing Board and Historic Commission | |
| | A. Board and Commission Appointments for Historic Commission and Housing Commission | Discussion and/or Action |
| 18 | URA Appointment | |
| | A. URA Appointment | Discussion and/or Action |
| 19 | Report from City Administration | Information |
| | A. City Manager | |
| | B. City Attorney | |
| | C. Correspondence Incoming/Outgoing | |

- 20 Executive Session to Conduct a Conference with the City Manager and City Attorney Information/Discussion
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 South Midland
- 21 Adjournment



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: 7th Street WWTF Fencing Options

Action Requested: Council discussion and direction for staff to move forward with temporary fencing condition at the 7th Street WWTF location.

Department: Public Works

Presented By: Matthew Langhorst, Director Public Works

Background Info: Council and staff moved forward with Phase 1 of the 7th Street Waste Water Treatment Facility demolition in late 2017 and into early 2018. Gould Construction was selected as the low qualified bidder with an estimated demolition cost of \$1,250,514. Phase one of the work was completed at a cost of \$500,000. Phase 2 of the project is currently being completed within the 2019 budget at a cost of \$750,514 for full demolition of the site.

Once the site demolition is completed and we have an open site to work with, the W/WW department staff have requested to have a small parking/storage area remain at the site on the south end. This will allow them to store a few items at this location for quick response to any emergencies or projects in the downtown area. The 3 site fencing options show in the attached plan will accommodate for this storage area. The remaining area outside of the storage area will be top soiled and seeded to control weeds and erosion from taking over until final site planning has been completed.

Issues: Final usage and fencing options for the site:

Option #1: Repair of 125 LF of new chain link fence screening along the bike path, installation of 250 LF of new 6' chain link fence with screening to create a small storage yard and removal of remaining 670 LF of existing fence along pathways. (\$7,993)

Option #2: Repair of 325 LF of new chain link fence screening along the bike path, installation of 200 LF of new 6' chain link fence to create a small storage yard and removal of remaining 470 LF of existing fence along pathways. (\$6,329)

Option #3: Repair of 500 LF of new chain link fence screening along the bike path, all remaining fencing to remain as is. (\$3,542)

Staff Recommendation: Council Discussion

Option 3: 500LF of replacement screen, all existing chain link to stay in place.

Open Area with Option 2

Open Area with Option 1 Including Option 2 Area

Option 2: 325LF of screening replacement, 200LF of new 6' chain link fence and 470LF of fence removal.

Storage Area in Option1.

Option 1: 125LF of screening replacement, 250LF of new 6' chain link and 670LF of fence removal.

Existing Fence Removal, 370 LF.

Existing railroad fencing to remain.

Existing railroad fencing to remain.

Existing railroad fencing to remain.

832 21 1/2 ROAD P.O. BOX 3125
GRAND JUNCTION, CO 81502
970-241-1473
FAX 970-241-1475

Packet Page 6

TAYLOR FENCE COMPANY OF GRAND JUNCTION

832 21 ½ ROAD P.O. BOX 3125
GRAND JUNCTION, CO 81502
970-241-1473
FAX 970-241-1475

SYMBOL OF QUALITY AND WORKMANSHIP

SUBMITTED TO

NAME: City of Glenwood Springs Attn: Matthew Langhorst DATE: 2/28/2019

ADDRESS _____ E-MAIL: matther.langhorst@cogs.us

CITY: _____ PHONE: 970-384-6438

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS ON TERMS AND CONDITIONS APPEARING ON THIS FORM.

FENCE HEIGHT: 6' WIRE GAUGE: 11 ga TERMINAL POST SIZE: 2 3/8 Pipe LINE POST SIZE: 1 7/8 Pipe

TOP RAIL SIZE: 1 5/8 Pipe GATES: See Below TYPE: _____

PROJECT: WWTF Fencing Options

Option 3

500' 6' Green Screening
500' Barbless tension wire

NO. 3 TOTAL FURNISHED & INSTALLED \$ 3,542.00

NOTES:

1. Existing fence to be removed and disposed, with post cut off at ground level.
2. All work to be started and completed prior to / after winter / frozen ground conditions.
3. All materials and workmanship are guaranteed for one year.
4. Certificate of insurance available upon request.
5. If you have any questions please call.

THIS QUOTATION IS FOR MATERIAL ONLY () MATERIAL AND LABOR (X) LABOR ONLY ()
THIS QUOTATION IS SUBJECT TO BUYERS ACCEPTANCE WITHIN 15 DAYS.
YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER, WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.
PLEASE SIGN ORIGINAL

METHOD OF PAYMENT

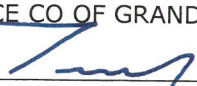
RESPECTFULLY SUBMITTED,

DATE ACCEPTED

TAYLOR FENCE CO OF GRAND JUNCTION:

BUYER:

BY


Todd M Jurgens

BY _____



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: North Landing

Action Requested: Direction related to options for the North Landing parcel, including whether to proceed with additional design services for one of the options presented at the public meeting in March.

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: On March 5, 2019, the City held a public meeting to gather input on the North Landing project site, west of the touchdown point of the new pedestrian bridge over the Colorado River. The North Landing has been identified as a gathering space, to include public restrooms and potentially other civic uses.

Members of the public were asked at the outreach meeting to vote on a favorite among three site plan options, with alternatives, for the space and also to provide feedback on the various options. The public considered two "small" options, that included public restrooms and plaza/gathering space; "medium" options, that included a building with a 2,000-square-foot footprint that would also have a public restroom; and two "large" options, that included a 3,000-square foot footprint with a public restroom.

The small option that showed an area for pop-up vendors received the most votes. Several attendees noted that the area should accommodate food trucks and indicated a desire for additional hardscape (rather than lawn). Other comments indicated that the space should be active throughout the year, and asked whether the site could include a small ice rink.

Issues: Some commenters were concerned that the stage backed to the pedestrian bridge.

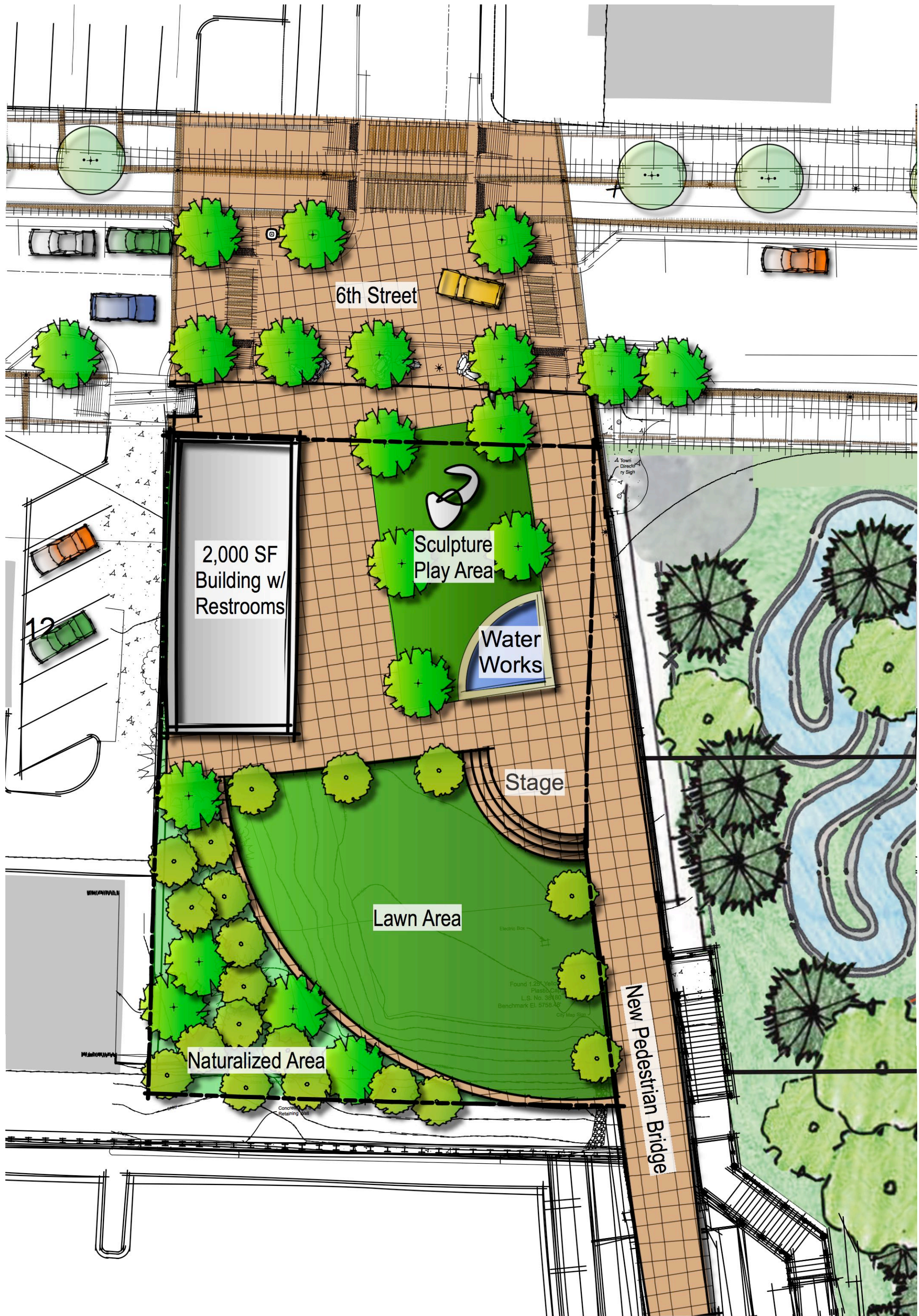
Staff Recommendation: None. The results of the public meeting are provided in the attachments.



North Landing - Glenwood Springs, Colorado

Conceptual Site Plan and Program Diagram Option 1A

February 21, 2019



North Landing - Glenwood Springs, Colorado

Conceptual Site Plan and Program Diagram Option 1B

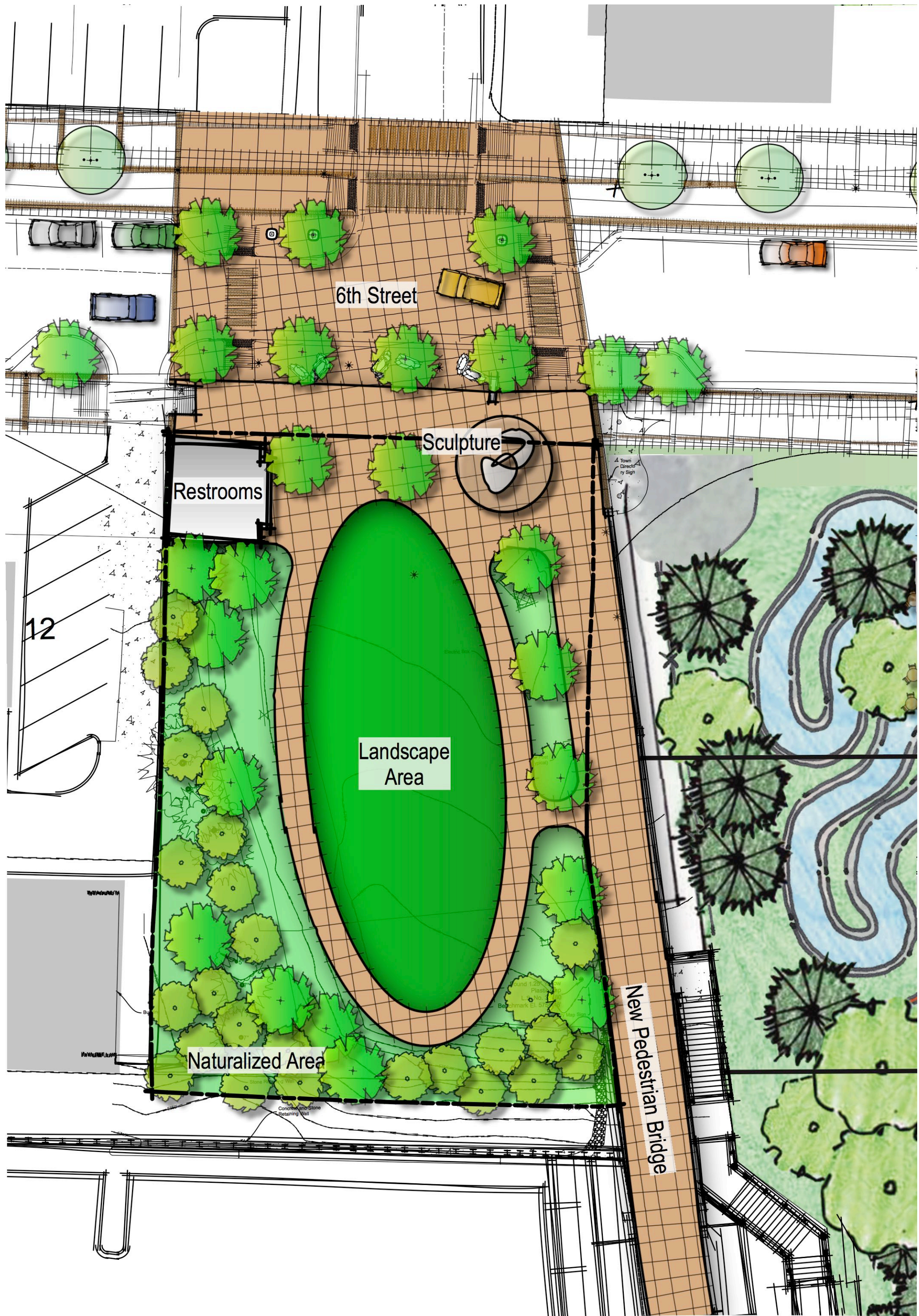
February 21, 2019



North Landing - Glenwood Springs, Colorado

Conceptual Site Plan and Program Diagram Option 1C

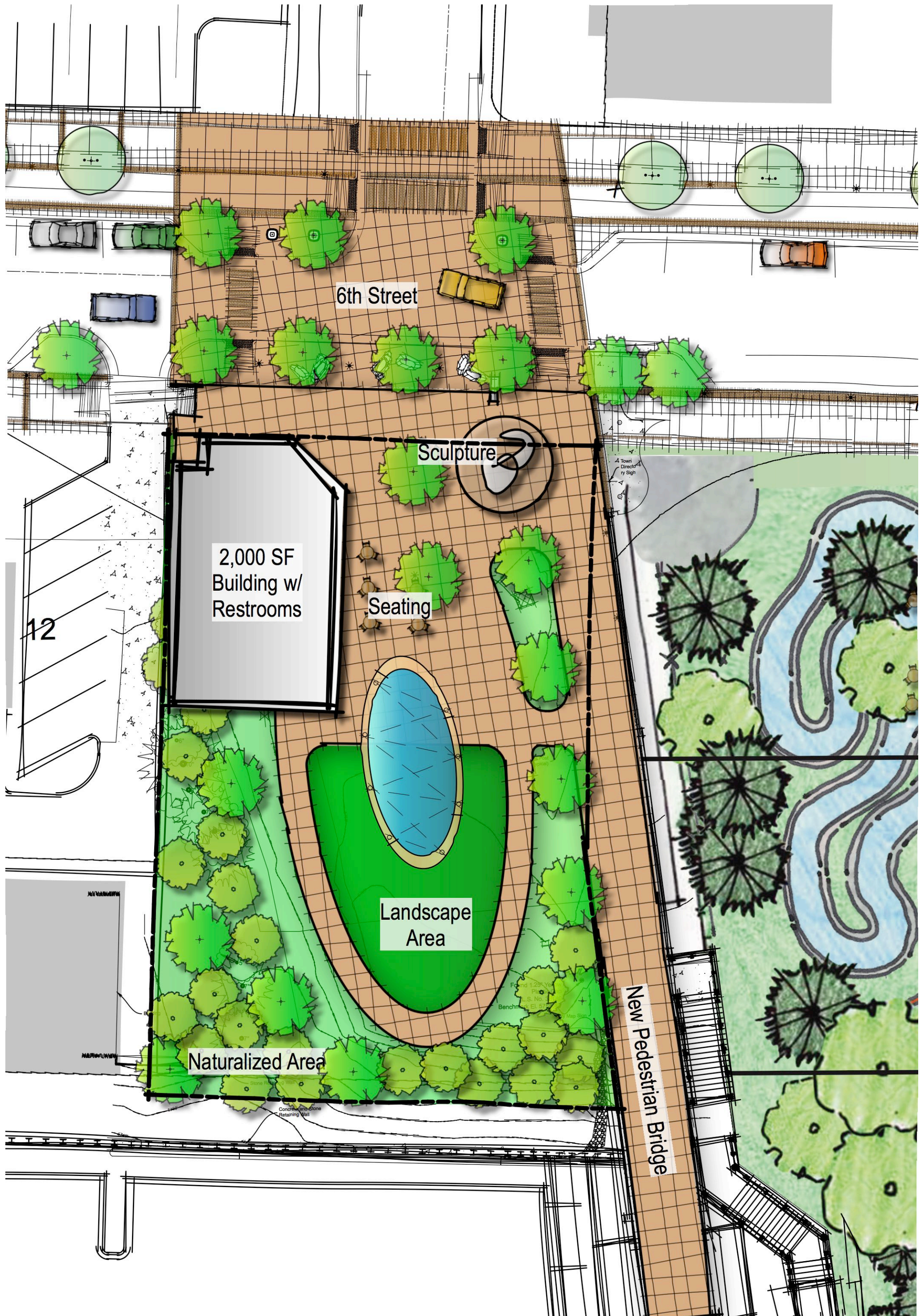
February 21, 2019



North Landing - Glenwood Springs, Colorado

Conceptual Site Plan and Program Diagram Option 2A

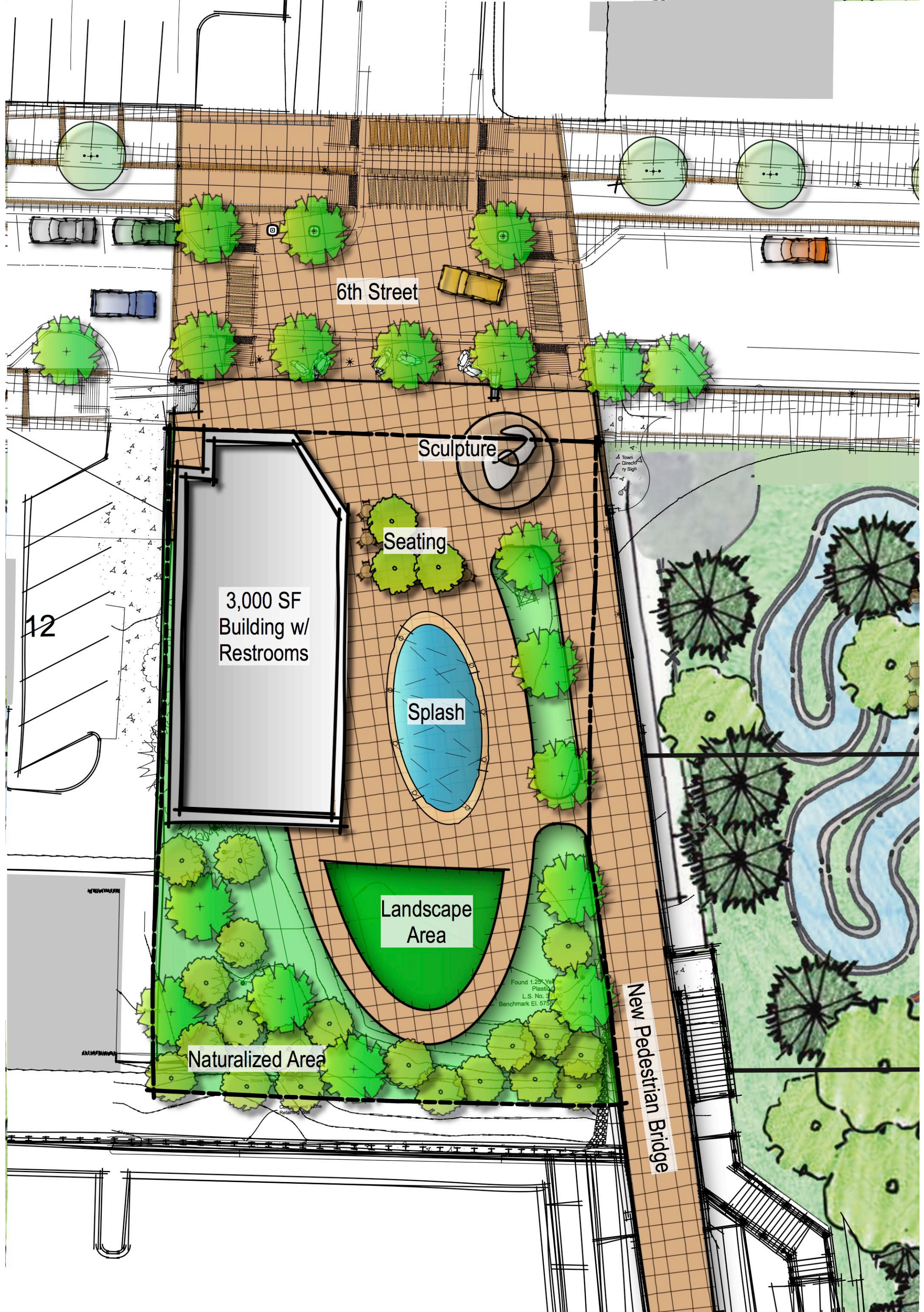
February 21, 2019



North Landing - Glenwood Springs, Colorado

Conceptual Site Plan and Program Diagram Option 2B

February 21, 2019



North Landing - Glenwood Springs, Colorado

Conceptual Site Plan and Program Diagram Option 2C

February 21, 2019



GLENWOOD LANDING NEW SKETCH 022719



GLENWOOD LANDING SKETCHES 022619



GLENWOOD LANDING SKETCHES 022619



GLENWOOD LANDING SKETCHES 022619



North Landing Site Public Meeting Feedback		
Options	# of Dots	Comments
1A (Small)	22.5	Love the stage √ Too much park not enough plaza √ Plays with the slope √ Garden club wants to place a bench somewhere – artistic (85th anniversary, can go on any option) Naturalized area – could it terrace down? Stage shouldn’t back to ped bridge – move it to the west side Could have food trucks/vendors – have hardscape √√√ Like food trucks Ditch water feature Concerned about too many trees/hiding place/trash concern Oval landscape not creative enough Vendors make it look tacky Could it be used in winter for ice rink? Or other 4 season √√√√ No green (all three options) – active space not just nice to look at Love open space – preserve it – no buildings Transients may loiter in a park space – space should be activated Year-round vibrancy
2A (Small)	12	
1B (Medium)	11	A children’s play area and fountain should be included to active the space Stage should not back pedestrian bridge walkway – shift stage to left (west) side Train museum Love the stage! I like the statue on the grass Like a “medium” – feel like less or no water – better for cost, maintenance and cleanliness Would favor possible seasonal/temporary 10x10 vendors or food carts as well Any structure should be historic in appearance as it relates to the area √√√ 4 season vibrancy! Building letting light in – solar panels on roof More plaza – less green Plaza activates the space – kids can use Coffee & kids – play areas for kids Building should be at the south end of the space this would dampen sound from I70 and make the park/plaza more inviting from 6th Street Building should be minimal. Mostly open space. Also low-one story to keep view plane partly open Hardscape: Should be shaded to reduce radiation of heat from pavement. Trees! Can we have some greenery on the bridge itself and seating? Not convinced that city will house something productive in the building concept. Shouldn’t house Chamber or Museum.
2B (Medium)	1	
1C (Large)	4.5	Not over 1 story mix Too large Like the trees Too much hardscape √ Lot is big enough to accommodate large building Building could house: tourist information center, bathroom, historical museum, gift shop Tourist information center and a historical museum are the perfect pairing Landscaped areas could display historic artifacts Use the natural grade for the building Space needs to be activated with retail business/museum/visitor center/restaurant and needs to be owned or leased privately to be able to functionally manage vagrants Like the alignment of 2C Like the stage Nod to bridge – arriving to special place – fountain, stage, etc. Gateway Plant season vibrancy – more green, less hardscape Parking? No green space – hardscape -> activation This design helps to re-establish pedestrian feel for 6th Street. It makes it more ped friendly!
2C (Large)	1	
Maquette		Art Piece Reclining figures would catch water and stain (sad face) – drainage Like facial features and hair Darker color art figure Like the ability to climb and play on it (ditto) What about the “character” of historic Glenwood Feels joyful and like Glenwood – I like that our waters are incorporated Marble is a poor material to be exposed to the elements. Too soft for people to walk on. Will look bad in a few years Happy smile on the face of child Should reflect nature! √ Only nature! Make it an off-white marble to blend with the surroundings Like family aspect; prefer white marble from Marble.

North Landing

Tuesday, March 26, 2019



North Landing

- œ In early March, the City held a public meeting to gain public input on three site plans with variants for the North Landing.
- œ The North Landing Site is the former landing site of the Grand Avenue Bridge on 6th Street in Glenwood Springs.
- œ 50 people signed in at the meeting on March 5, 2019
- œ Participants were given one sticky dot to place on their favorite option presented.



North Landing Meeting Results



Options	# of Dots
1A (Small)	22.5
2A (Small)	12
1B (Medium)	11
2B (Medium)	1
1C (Large)	4.5
2C (Large)	1

**OPTION 1A received
the most votes.**

OPTION 1A

22.5
VOTES



North Landing - Glenwood Springs, Colorado
Conceptual Site Plan and Program Diagram Option 1A
February 21, 2019



GLENWOOD LANDING SKETCHES 022619



Glan Landing Opt 1A 022619.jpeg

OPTION 2A

12 VOTES



North Landing - Glenwood Springs, Colorado
Conceptual Site Plan and Program Diagram Option 2A
February 21, 2019

SMALL OPTION COMMENTS

Love the stage ✓

Too much park not enough plaza ✓

Plays with the slope ✓

Garden club wants to place a bench somewhere – artistic (85th anniversary, can go on any option)

Naturalized area – could it terrace down?

Stage shouldn't back to ped bridge – move it to the west side

Could have food trucks/vendors – have hardscape ✓✓✓

Like food trucks

Ditch water feature

Concerned about too many trees/hiding place/trash concern

Oval landscape not creative enough

Vendors make it look tacky

Could it be used in winter for ice rink? Or other 4 season ✓✓✓✓✓

No green (all three options) – active space not just nice to look at

Love open space – preserve it – no buildings

Transients may loiter in a park space – space should be activated

Year-round vibrancy



OPTION 1B



North Landing - Glenwood Springs, Colorado
 Conceptual Site Plan and Program Diagram Option 1B
 February 21, 2019



GLENWOOD LANDING SKETCHES 022619



Glan Landing Opt 1B 022619.jpeg

OPTION 1B - ALTERNATE



OPTION 2B



MEDIUM OPTION COMMENTS

A children's play area and fountain should be included to active the space
Stage should not back pedestrian bridge walkway – shift stage to left (west) side
Train museum

Love the stage! I like the statue on the grass

Like a “medium” – feel like less or no water – better for cost, maintenance and cleanliness

Would favor possible seasonal/temporary 10x10 vendors or food carts as well

Any structure should be historic in appearance as it relates to the area √√√

4 season vibrancy!

Building letting light in – solar panels on roof

More plaza – less green

Plaza activates the space – kids can use

Coffee & kids – play areas for kids

Building should be at the south end of the space this would dampen sound from I70 and make the park/plaza more inviting from 6th Street

Building should be minimal. Mostly open space. Also low-one story to keep view plane partly open

Hardscape: Should be shaded to reduce radiation of heat from pavement. Trees!

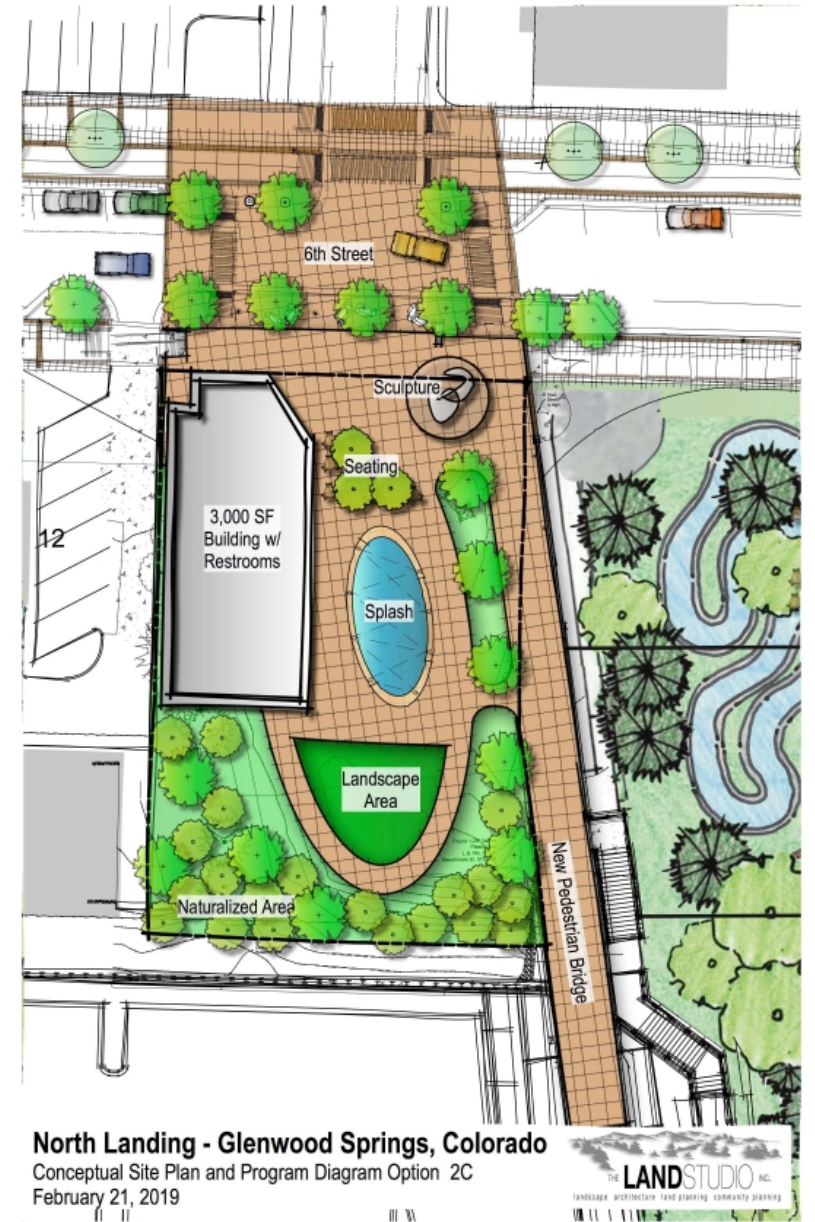
Can we have some greenery on the bridge itself and seating?

Not convinced that city will house something productive in the building concept. Shouldn't house Chamber or Museum.

OPTION 1C



OPTION 2C



LARGE OPTION COMMENTS

Not over 1 story mix

Too large

Like the trees

Too much hardscape ✓

Lot is big enough to accommodate large building

Building could house: tourist information center, bathroom, historical museum, gift shop

Tourist information center and a historical museum are the perfect pairing

Landscaped areas could display historic artifacts

Use the natural grade for the building

Space needs to be activated with retail business/museum/visitor center/restaurant and needs to be owned or leased privately to be able to functionally manage vagrants

Like the alignment of 2C

Like the stage

Nod to bridge – arriving to special place – fountain, stage, etc.

Gateway

Plant season vibrancy – more green, less hardscape

Parking?

No green space – hardscape -> activation

This design helps to re-establish pedestrian feel for 6th Street. It makes it more ped friendly!





City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Community Special Events

Action Requested: Approval of budget appropriation for Community Events.

Department: Parks & Recreation

Presented By: Brian Smith, Recreation Director

Background Info: Council has asked to review Special Events planned for 2019 and to discuss a menu of events that could be implemented with additional funding.

Issues: In the 2019 Budget, \$50k was reserved for community events, including the 4th of July event. No other funding currently exists for citywide Special Events.

Staff Recommendation: Staff defers to Council for selection of events they would like to see implemented and the approval of appropriate funding for those events and supplies.

Glenwood Springs 2019 Event Opportunities

Types of Events

🌀 **Community Events (~\$2,500 – \$15,000)**

- 🌀 No-to-Low ROI
- 🌀 One day event or a series of events
- 🌀 Highlights local (business, music, culture, etc...)
- 🌀 Entices patrons within a 25miles

🌀 **Regional Events (\$15,000 - \$50,000)**

- 🌀 No-to-Medium ROI
- 🌀 Typically is a one-day event with pinnacle ending (fireworks, headliner, etc...)
- 🌀 Opportunity to bring in a large local act or smaller national act
- 🌀 Entices neighboring community patrons to come for the day

🌀 **Host Events (\$50,000+)**

- 🌀 Medium-to-High ROI
- 🌀 Multiple day event
- 🌀 Small to large national act with pinnacle endings
- 🌀 Entices state-wide patrons to utilizing a minimum of one night of lodging
- 🌀 Bar sales are a huge piece of these events



Preexisting Events

- 🌀 Various Ribbon Cutting and Unveiling Events (~\$1,000)
 - 🌀 Community Events
 - 🌀 No ROI
 - 🌀 Short event to disseminate information to the public and/or celebrate a projects completion
- 🌀 Wine & Wassail Walk (\$~1,000)
 - 🌀 Community Event
 - 🌀 No ROI (but all product and staff donated)
 - 🌀 One-day event encouraging patrons to visit businesses and sample local products
- 🌀 July Fourth (~\$45,000)
 - 🌀 Regional Event
 - 🌀 Low ROI (vendor booth fees and possibility of having alcohol sales)
 - 🌀 One-day event with pinnacle ending (symphony, fireworks or laser show)
 - 🌀 Larger local acts

Community Event Opportunities

- 🌀 May the Fourth (~\$2,000)
 - 🌀 Star-Wars themed day to highlight the “Shop Glenwood” initiative
 - 🌀 Halloween-esc type event with the local businesses to draw families downtown
 - 🌀 Costumes, trick-or-treating, band downtown, contests, etc...
- 🌀 Community Dinners (~\$10,000)
 - 🌀 3 summer dates (one per month starting in July)
 - 🌀 \$15-Adults, \$8-Youth (4-17y/o), Free-Kids (under 4)
 - 🌀 Each dinner hosted by a local restaurant and dessert partner
 - 🌀 Max capacity of 150 people
 - 🌀 Partner with local club to help with set-up, cleaning and break-down (Kiwanis, Lions, etc...)
- 🌀 Friday Afternoon Club – “Friday’s on 7th” (~\$20,000)
 - 🌀 9 week series under the Grand Avenue Bridge starting May 31st (No FAC July 5th)
 - 🌀 Bringing in smaller local acts to perform for 120min sets
 - 🌀 Place interactive games around the site for youth engagement
 - 🌀 Could host different craft booths with valid street vending permit (encourages use of permit)
 - 🌀 Pre-dinner hour to encourage après spending



Regional Event Opportunities

- 🌀 Signature Winter Event (~\$20,000 - \$40,000)
 - 🌀 Utilizing the environment we have (Ex: snow/ice sculpting, ice skating show, skiing/snowboarding event w/Sunlight, sledding, Fat-Tire biking, etc...)
 - 🌀 Fireworks
- 🌀 Canyon ½ or Full Marathon (~\$30,000)
 - 🌀 Between Eagle/Gypsum and Glenwood Springs ending in Two Rivers Park
 - 🌀 Late August to market state-wide
 - 🌀 Seek local sponsors for post race (hotels, restaurants, hot springs, adventure park, etc...)
 - 🌀 Build relationships with other local communities for future endeavors
- 🌀 Piggy-back with preexisting events locally or touring through Colorado (~\$10,000 - \$20,000)
 - 🌀 Examples: Strawberry Days, Hotel CO Tree Lighting Festival, Xterra, car shows, rallies, etc...
 - 🌀 Brings-in state or nation wide events to local communities at a lower cost

Host Event Opportunities



- 🌀 ½ or Full Marathon (could cross into this category)
- 🌀 Weekend Raft Festival
 - 🌀 “Home of Everything Raft”
 - 🌀 Company demos, guided trips, music and vendors set-up in Two Rivers as take-out location.
 - 🌀 Ticket includes entry to music, complimentary shuttle trip to/from Grizzly Creek or ‘The Wave’, and one soak in the hot springs. BYOR (bring your own raft)
- 🌀 Beer, Food, Music and Craft Festivals(~\$50,000+/day)
 - 🌀 Saturated in Colorado
 - 🌀 Hit-or-Miss depending on weather, price and music acts
 - 🌀 Opportunity to make an annual occurrence

Future Events

- Increased Smaller Community Events (All Year 2020)
- Roaring 20's Event (New Years 2020)
- Themed Events (80's, Paint, Star Wars, Costume, etc...)
- Large Downhill Bike Event (Summer 2020)
- Signature Winter Event cont. (Winter 2020)
- Weekend-long BBQ Contest (Smoking or Grilling)
- Host Nationally Recognized Artist for concert (Fall 2020 or 21)



Event	Date	Approx. Cost
May the Fourth	May 4th	\$2,000
Friday's on 7th	May 31st - August 2nd	\$20,000*
Fourth of July	July 4th	\$50,000
Various Ceremonies	Ribbon Cuttings, etc...	\$5,000
		\$77,000
New Years Eve Bash	December 31st	\$45,000
1/2 Marathon	August 17th	\$25,000
Beer, Wine, Cider, Spirit Tasting Event	Fall	\$15,000
Weekly Movies Under Grand Avenue Bridge	Thursday Nights	\$14,000*
Large Scale Concert	September 14th	\$80,000
Happy Little Trees - Arbor Day Celebration	June 11th	\$2,000
Community Dinners	July 21st & August 18th	\$10,000
Third-Party Circus	September 13th-15th	TBD
Winter Market	Saturdays November 30 - Demeber 28	\$8,000
Latin Inspired Concert or Festival	September or October	\$30,000
Whiskey Swing (any alcohol)	November or December	\$10,000

Requests for events?

Menu" of Events

Status/Notes

Buisnesses on-board, movie booked, candy needs to be ordered

8/10 bands aligned, this price includes new stage*, would be ~\$10k w/o

Symphony and Hazel aligned, kids activities booked, food vendors contacted, laser team booked

Keep a pot of \$ for special ceremonies (ex: bridge ceremonies, ribbon cuttings, employee recognition, etc...)

Bring Stage to 7th Street for live music, fireworks, "ball drop", noise makers, and more!

Bus people to other side of canyon, aid stations at exits, finish on ped. Bridge, need timing team

501c3 designation for "donations", lots of ice, security, and fencing

*Includes price of blow-up screen, projector, speakers, amp and movies, would be \$4k w/o

Nationally recognized act, ticket sales, bar sales, lots of security and fencing, rent large stage and production co.

Easels, paint, wigs, canvas, and brushes

Rental of tables/chairs/linens, payment to resturant (if needed), volunteer cleaning crew (donation to org.)

Waiting on call back with quote (3/26)

Small Band each weekend, craft vendors, warm cider,

Music, food/beverage vendors, possibly crafts, kids activities, and salsa lessons?

Small apps, whiskey cocktails, swing band, swing dancers, and "nicer" attire

Inventory Request			
Item	Quantity	Price	Total
10'x10' Tents	5	\$250	\$1,250
Tent Weights	20	\$10	\$200
Tent Sides	20	\$25	\$500
8' Tables	5	\$75	\$375
Stand Alone Speaker	1	\$1,200	\$1,200
Stage	5	\$2,000	\$10,000
Blow-up Movie Screen Package	1	\$12,000	\$12,000
Life Sized Games	5	\$400	\$2,000
			\$27,525

Need
Vendors, green rooms, medical tent, stage covering, storage, information booth, etc...
Stafety of guests with strong wind gusts
Seal-up tents for multi-day events, protect from weather
Vendors, green rooms, crafts, etc...
All ribbon cuttings, small music needs, announcments, classes, etc...
Smaller music performances, dance classes, movie plateform, etc...
Community Movie night, instructional videos, dive-in movies, and presentations
use during all events for patron animation

*This price includes: blow-up screen, weights, mixer, speakers, projector, carrying cases, and the blower for the screen



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Board and Commission Interviews for Historic Commission and Housing Commission

Action Requested: Interview applicants for the Historic Commission and Housing Commission

Department: City Clerk

Presented By: Catherine Fletcher, City Clerk

Background Info: Historic Commission has members with expiring terms and the Housing Commission has open seats available.

~ Historic Commission:

- 2 Regular Seats Available
- 2 Applicants

~ Housing Commission:

- 2 Regular Seats Available
- 2 Applicants

Issues: None

Staff Recommendation:



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: catherine.mythen@cogs.us

HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION

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

Composition of the Historic Preservation Commission:

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Powers and Duties:

(I) Powers and Duties of Historic Preservation Commission. The powers and duties of the Historic Preservation Commission shall be:

- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
- (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
- (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
- (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
- (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.



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HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 1 - Name and Address

Name

Home Address

Mailing Address

Section 2 - Contact Information

Home

Work

Fax

Mobile

Email

Section 3 - Occupation

Occupation

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Historic Preservation Commission?

I grew up in Glenwood Springs and have always been interested in its history. When I returned to the City to pursue my legal career I was looking for a way to give back to the community. Serving on the Commission allows me to do that by preserving the City's history. I was appointed for my first term in 2016 and hope to be reappointed.

2. What do you view as your role if selected as a member of the Historic Preservation Commission?

Providing guidance and insight regarding processes, procedures, and application of standards to and use applications and other matters that come before the Commission.



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HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 4 - Personal and Professional Interests (continued)

3. Do you have any professional experience in one of the following disciplines: architecture, landscape architecture, architectural history, history, archaeology, planning, geography, anthropology, building trades, law or real estate? (Note - professional experience in these fields is not a requirement for appointment to the Historic Preservation Commission.)

Yes, law, real estate, and land use

4. Please list degrees received, school/college/university attended and area of study.

Glenwood Springs High School graduate
CU Boulder - BA, environmental studies
University of Utah S.J. Quinney College of law - JD

5. The Historic Preservation Commission generally attends one meeting a month in the evening. Do you have any existing time commitments that will hamper your ability to serve?

Occasional evening meetings for work and other organizations I am involved with, none of which occur the first Monday of the month

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

My legal practice includes representing other municipalities and special districts. I also served on various boards throughout high school, college, and law school.

Thank you for your interest and time commitment in serving your community

Please complete this application and forward it to the City Clerk either by mail to: 101 West 8th Street, Glenwood Springs, CO 81601; fax to: 970-945-5023; email: catherine.mythen@cogs.us; or online:

www.cogs.us



City of Glenwood Springs
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HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 1 - Name and Address

Name

Home Address

Mailing Address

Section 2 - Contact Information

Home

Work

Fax

Mobile

Email

Section 3 - Occupation

Occupation

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Historic Preservation Commission?

I have had the honor of serving as a member of the Historic Preservation Commission for multiple years at this point. I would enjoy continuing my work to help ensure the preservation of the historical treasures of Glenwood Springs. I believe that the history of our city is a vital component of both its unique culture and its appeal to visitors and tourists. I also believe that it is critical for our city to help balance the needs of development against the need to protect Glenwood Springs unique architectural treasures.

2. What do you view as your role if selected as a member of the Historic Preservation Commission?

To review and advise City Council on the impact of any development plans upon the unique architectural treasures of Glenwood Springs. To assist in the preservation and promotion of Glenwood Springs unique history. To help ensure and protect our historical legacy for future generations.



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HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 4 - Personal and Professional Interests (continued)

3. Do you have any professional experience in one of the following disciplines: architecture, landscape architecture, architectural history, history, archaeology, planning, geography, anthropology, building trades, law or real estate? (Note - professional experience in these fields is not a requirement for appointment to the Historic Preservation Commission.)

No.

4. Please list degrees received, school/college/university attended and area of study.

Bachelor of the Arts, University of Michigan, History Major
Master of the Arts, Eastern Michigan University, History Major

5. The Historic Preservation Commission generally attends one meeting a month in the evening. Do you have any existing time commitments that will hamper your ability to serve?

No

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

I have now served multiple years with the Glenwood Springs Historic Preservation Commission.

Thank you for your interest and time commitment in serving your community

Please complete this application and forward it to the City Clerk either by mail to: 101 West 8th Street, Glenwood Springs, CO 81601; fax to: 970-945-5023; email: catherine.mythen@cogs.us; or online:

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City of Glenwood Springs

Office of the City Clerk
101 West 8th Street
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HOUSING COMMISSION

APPLICATION

(for Powers and Duties, see Page 3)

POWERS AND DUTIES OF THE HOUSING COMMISSION

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

Composition of the River Commission:

(11) Glenwood Springs Housing Commission.

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.

(k) Powers and duties of Housing Commission. The powers and duties of the Housing Commission shall be:

- (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
- (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
- (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
- (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
- (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.
- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.



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Fax: 970-945-5023
Email: Catherine.mythen@cogs.us

**HOUSING COMMISSION
APPLICATION**
(for Powers and Duties, see Page 3)

Section 1 – Name and Address

Name Erin Bradshaw
Home Address 367 County Rd 130 Glenwood Springs CO 81601
Mailing Address Po Box 1911 Glenwood Springs CO 81602

Section 2 - Contact Information

Home _____ Work (970) 925-2075
Fax _____ Mobile _____
Email erin@advocatesafehouse.org

Section 3 – Occupation

Occupation Housing Advocate with the Advocate Safehouse Project

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Housing Commission?

Please See Attached for Answers to these questions

2. What do you view as your role if selected as a member of the Housing Commission?

3. What personal or professional experience do you have relative to the mission of the Housing Commission (see Powers and Duties attached)?

4. Have you previously served in any policy advisory capacity relative to Housing? If so, state your role.
5. What do you see as the role that Housing play in the character and function of the Glenwood Springs Community?
6. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?
7. What experience do you have working with people on a board, commission or committee?
8. Are you able to attend a monthly meeting of the Housing Commission held at 4:00pm on the second Wednesday of each month?

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Housing Commission?

As a housing advocate and lifetime resident of Glenwood Springs, I would like to be a voice for those who are in need of a safe and affordable home.

2. What do you view as your role if selected as a member of the Housing Commission?

I would like to help find solutions for more affordable housing options.

3. What personal or professional experience do you have relative to the mission of the Housing Commission (see Powers and Duties attached)?

This is all new to me; however, being in Glenwood for over 30 years I have seen a tremendous amount of change. I am excited to potentially join a commission that is looking for solutions to a big issue in the City of Glenwood.

4. Have you previously served in any policy advisory capacity relative to Housing? If so, state your role.

No, I have not.

5. What do you see as the role that Housing play in the character and function of the Glenwood Springs Community?

Housing and the Housing Commission are a big part of the character and function of our town. Helping find solutions and guides that will help keep the wages and cost of living on and equal playing field.

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

Yes

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

Very Little

8. Are you able to attend a monthly meeting of the Housing Commission held at 4:00pm on the second Wednesday of each month?

Yes

**City of Glenwood Springs**

Office of the City Clerk

101 West 8th Street

Glenwood Springs, CO 81601

Fax: 970-945-5023

Email: Catherine.mythen@cogs.us**HOUSING COMMISSION****APPLICATION**

(for Powers and Duties, see Page 3)

Section 1 – Name and Address

Name

John Matthew Spidell

Home Address

322 Silver King Court, GWS 81601

Mailing Address

same**Section 2 - Contact Information**

Home

970-930-6169

Work

Fax

Mobile

719-660-9984

Email

jjglenwood@gmail.com**Section 3 – Occupation**

Occupation

Restaurant Owner - Jimmy John's 1331 Grand Ave, 81601**Section 4 - Personal and Professional Interests**

1. Why are you interested in serving on the Housing Commission?

If see and feel the extreme need for first time job seekers and first time home owners to have option

2. What do you view as your role if selected as a member of the Housing Commission?

A great team player interested in getting results

3. What personal or professional experience do you have relative to the mission of the Housing Commission (see Powers and Duties attached)?

I hire first time and seasoned workers at all levels. I've also owned and managed vrbo's but I'm r

4. Have you previously served in any policy advisory capacity relative to Housing? If so, state your role.

Not specifically in housing, but I've served at a planning commissioner in Castle Rock, CO and have

5. What do you see as the role that Housing play in the character and function of the Glenwood Springs Community?

Housing is our life blood for diversity and balance. We need all kind of entry points and options for

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

Yes.

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

City Planning Commission Castle Rock, CO 2008/9, Past President of the American Society of Lan

8. Are you able to attend a monthly meeting of the Housing Commission held at 4:00pm on the second Wednesday of each month?

Yes



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Award of On-Site Sodium Hypochlorite Generation System Equipment for Red Mountain Water Treatment Plant (BD2019-026)

Action Requested: Approval of Award of Bid BD 2019-026 Sodium Hypochlorite Generation System to PSI Water Technologies for a not-to-exceed amount of \$259,300

Department: Public Works

Presented By: Brad Zachman, Assistant Public Works Director

Background Info: The City is currently in the design-phase of a capital project that will result in the installation an on-site sodium hypochlorite generation (OSHG) system at the Red Mountain Water Treatment Plant (RMWTP). The OSHG system will replace the existing gaseous chlorine disinfection system that is currently in service. Compared to the existing chlorine gas system, the OSHG system will be safer to operate and will eliminate the potential for toxic chlorine gas release at the RMWTP.

The City issued a Request for Proposals (RFP) for specialized OSHG equipment and received four proposals. The proposals were reviewed and scored according to the following selection criteria:

1. System Performance, Operation, Maintenance, Safety, and Reliability (35%)
2. Capital Cost (25%)
3. Equipment Layout/Footprint (15%)
4. References, Experience, Customer Service, Proposal Completeness (15%)
5. Warranty Coverage, Terms and Conditions, and Financial Capability (10%)

Proposals were reviewed by Brad Zachman (COGS; W/WW Superintendent), Warren Hays (COGS; Chief Operator Water Treatment), and the City's design engineer (JVA, Inc.).

Bids are summarized below:

BIDDER	Bid	Total Weighted Proposal Score (0-15, lowest-highest)
DeNora Miox	\$127,500*	8.7
Evoqua Water Technologies	\$212,000*	8
PSI Water Technologies (USGI)	\$259,300	10.5
Technology International	\$750,000*	2.6

*Asterisk indicates proposal did not address all required parts of the RFP and was considered non-responsive.

The selection committee recommends awarding the OSHG equipment bid to PSI Water Technologies. This recommendation is based on the following:

- PSI Water Technologies proposal received the highest weighted score by the selection team and was unanimously recommended for award by each individual on the selection team.
- PSI Water Technologies is the only respondent that provided a completely responsive proposal that addressed all requirements of the RFQ.
- PSI Water Technologies is the only respondent that proposed equipment that can be powered without requiring significant and costly modifications to RMWTP's existing electrical service.
- PSI Water Technologies is offering the City the best standard equipment warranty of all respondents (3 years).

Staff requests Council approval to award the full bid amount of \$259,300 (not-to-exceed). However, several cost-saving options were presented by PSI Water Technologies that the City will evaluate and consider before finalizing equipment specification and issuing a Purchase Order.

This project will be funded through the 2019 Water System Improvement Fund and was approved in the 2019 budget (\$350,000 total budgeted amount; \$280,200 unencumbered).

Local preference was not a consideration for this award.

Issues: None

Staff Recommendation: To award Bid #BD 2019-026 to PSI Water Technologies for a not-to-exceed amount of \$259,300



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item:	Landfill Site Services T&M Contract Bid
Action Requested:	Approval of a 2019 Site Services contract with Moody Construction based on City RFP 2019-002 bid results.
Department:	Public Works
Presented By:	Matthew Langhorst, Director Public Works
Background Info:	The City of Glenwood Springs is assuming operations at the South Canyon Landfill on April 1st, 2019. Items such as road grading, storm water management and Alternate Daily Cover (ADC) creation were operations previously handled by Heartland as part of their daily operations contract. The City is not ready to assume these operations at this time, so a RFP was created and bid out to local contractors to help with these services during 2019. Four (4) bids were returned for the proposed work with T&M rates for equipment, mobilization rates for medium and heavy equipment along with lump CY pricing to create 6,000 yards of ADC twice a year. Moody Construction was the low bid on the equipment rates as a whole at \$1,695 an hour along with being the low bid for the creation and hauling of the ADC at \$4.46 a CY. City staff will be looking at assuming these operations with city crews in 2020 and will bring this discussion back to Council as soon as possible for discussion. Current Landfill staff has the technical ability to complete the work, but the additional work load is not possible with current staffing hours.
Issues:	There are no issues at this time, these services were budgeted within the landfill business plan for 2019 and it appears that the pricing from Moody will be well within that budget.
Staff Recommendation:	Staff recommends council authorization to proceed with a formal contract with Moody Construction pertaining to pricing within their bid received in response to RFP 2019-002.

Equipment Rental/Services

BD 2019-002

	ASPEN DIGGER, INC.	Heartland Equip. Rentals	Gould Construction	Moody Construction
HOURLY RATES:				
Skid Steer Loader	\$121.57	\$25.02	\$93.00	\$80.00
Excavator 321	\$229.11	\$111.22	\$130.00	\$135.00
Excavator 336	\$333.13	\$154.45	\$182.00	\$185.00
Motor Grader	\$286.48	\$112.93	\$165.00	\$110.00
Rubber tire BH 580	\$152.11	\$55.17	\$113.00	\$80.00
Rubber tire BH 930	\$143.37	\$89.29	\$122.00	\$110.00
Rubber tire BH 950	\$225.87	\$136.98	\$158.00	\$144.00
Dozer D3	\$180.94	\$44.53	\$125.00	\$104.00
Dozer D6	\$380.99	\$165.99	\$175.00	\$124.00
Dozer D9	\$772.39	\$395.20	\$360.00	\$204.00
Smooth drum compactor	\$143.55	\$52.00	\$120.00	\$120.00
Tandem Dump	\$212.72	\$130.00	\$105.00	\$85.00
Water truck 2,000 gal	\$212.72	\$106.27	\$100.00	\$85.00
Bar type grizzly	\$62.50	\$16.25	\$25.00	\$10.00
Labor	\$50.00	\$40.00	\$39.00	\$36.00
Standby labor	\$37.50	\$40.00	\$39.00	\$29.00
OT labor	\$75.00	\$60.00	\$58.00	\$54.00
 Total per hour rates	 \$3,619.75	 \$1,735.30	 \$2,109.00	 \$1,695.00
 Heavy Equip. Mobil	 \$3,295.00	 \$8,000.00	 \$1,400.00	 \$3,320.00
Light Equip. Mobil	\$2,250.00	\$1,260.00	\$450.00	\$680.00
 Misc Equip:	 see bid for list	 see bid for list	 see bid for list	 see bid for list
 Task one, mob/de-mobil	 \$5,545.00	 \$2,240.00	 \$1,150.00	 \$2,200.00
8 hour road maint.	\$5,800.00	\$4,123.92	\$4,695.00	\$3,280.00
 Task two, cubic yard stockpiled	 \$19.75	 \$6.98 (Rock clause- add \$5.00 per cubic yard to excavate and stockpile any hard shale or rock)	 \$6.40	 \$4.46

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: March 28, 2019
TO: Mayor and Council, City of Glenwood Springs
FROM: Karl Hanlon, City Attorney
RE: Intergovernmental Agreement with Colorado Parks and Wildlife

Attached please find an Intergovernmental Agreement (“IGA”) between the City of Glenwood Springs and Colorado Parks and Wildlife (“CPW”) related to Horseshoe Bend as a potential site for a whitewater feature. CPW is very concerned regarding impacts of the Horseshoe Bend location. As a result, they have asked the City to enter into the attached IGA to ensure that CPW can provide sufficient input into whether or not Horseshoe Bend is developed. The IGA grants significant authority to veto the development of a Horseshoe Bend feature. However, Special Counsel Mark Hamilton and I both believe this is the best approach to deal with CPW’s concerns. Due to the timing of the Colorado Water Conservation Board meeting, City Manager Debra Figueroa executed this agreement subject to your ratification at this Council meeting.

It is Staff’s recommendation that Council ratify the IGA as presented.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“IGA”), is made this ____ day of _____ 2019, by and between the City of Glenwood Springs (the “City”) and the Colorado Division of Parks and Wildlife (“CPW”), a Division of the Colorado Department of Natural Resources, jointly referred to herein as the “Parties.”

A. In connection with the water court application filed by the City for recreational in-channel diversion (“RICD”) water rights in Case No. 13CW3109, Water Division No. 5, the City has proposed development of a whitewater park to include up to two RICD control structures to be installed in one of the following three potential locations: (1) Two Rivers Park in Glenwood Springs (the “Two Rivers” location); (2) No Name Rest Area at the I-70/No Name interchange (the “No Name” location); and (3) Horseshoe Bend, just downstream from the No Name Location (the “Horseshoe Bend” location).

B. Prior to development of a whitewater park at any one of these three proposed locations, the City anticipates undertaking a more detailed site evaluation and selection process.

C. In a June 4, 2015 Statement submitted to the Colorado Water Conservation Board (“2015 CPW Statement”), CPW expressed specific concerns with regard to wildlife and aquatic habitat impacts if a whitewater park is developed at the Horseshoe Bend location, and also provided reasons why CPW currently prefers the Two Rivers location over the No Name site.

D. Although site-specific permitting issues will need to be addressed in the future with regard to any of the three proposed whitewater park sites, the City is willing to consult with CPW during its site selection process and to diligently pursue and prioritize the development of the Two Rivers or No Name locations over the development of the Horseshoe Bend location during that process. Should, however, the City determine that neither the Two Rivers nor No Name locations are feasible to develop, and thus needs to pursue the Horseshoe Bend location, the City is willing to grant approval authority to CPW with regard to development of the Horseshoe Bend location pursuant to the terms of this IGA.

E. Section 29-1-203, C.R.S., as amended, authorizes and enables governments of the State of Colorado to enter into cooperative agreements or contracts. While the details and format of the City’s further site evaluation and selection process for the three potential RICD sites identified in Case No. 13CW3109 have not yet been established, the City and CPW desire to enter into this IGA to confirm the intent of the Parties to collaborate and cooperate with respect to that process, and to describe general principles that have been agreed upon. This agreement is being entered into by the Parties as partial consideration for the City’s request that CPW exercise its discretion as a referral agency to the Colorado Water Conservation Board (“CWCB”) to recommend approval of a final decree in Case No. 13CW3109 that includes the Horseshoe Bend location.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Site Evaluation and Selection Process. At such time as the City commences the process of selecting the whitewater park site to be developed, the City shall notify CPW's Area 8 and NW Regional offices to request further input and comments from CPW staff regarding potential wildlife, aquatic habitat, and river corridor impacts along with and possible mitigation measures at the proposed whitewater park locations. The City shall continue to keep CPW apprised, and regularly consult with CPW, as the process progresses. The City shall fully consider and address in writing any written comments received from CPW and, at all times during the City's site selection process, to the maximum extent feasible, the development of the No Name location or the Two Rivers location shall be preferred and prioritized over any potential development of the Horseshoe Bend location, and the Horseshoe Bend location shall not be developed as a whitewater park by the City unless approved by CPW, as set forth in the following section.
2. Additional CPW Approval Authority. If it becomes apparent to the City during its site evaluation and selection process that site-specific constraints to the development of the Two Rivers or No Name locations are significantly more substantial and difficult to overcome than those presented by at the Horseshoe Bend location, the City may proceed to request the approval of CPW to develop the Horseshoe Bend location. CPW shall timely consider the City's request, including any additional measures or mitigation that the City may propose to address CPW's concerns. CPW shall then proceed to either approve the City's request, deny the City's request, or approve the City's request with conditions to minimize and to mitigate for the on-site and off-site known and predicted environmental and recreational impacts of developing this location. In all cases, such determination shall be in the sole discretion of CPW, and shall be binding upon the City.
3. RICD Structure Design and Placement Evaluation Process. After the City has chosen one of the whitewater park locations described in Case No. 13CW3109, , as with the site evaluation process set forth in Paragraph 1 above, the City shall also consult with and fully consider and address CPW's comments on the design and placement of the RICD structures in addition to all other whitewater park design aspects that may have environmental impacts, such as fish passage, scour and erosion of bed and bank habitat features, stream hydraulics, natural stream function, and installation of lighting features intended to be used for lighted night-time events, as well as impacts to terrestrial wildlife. The Parties agree that the City may install up to two RICD structures at the one location chosen.
4. Abandonment of Horseshoe Bend Location. Should the City successfully develop either the Two Rivers or the No Name location, or should CPW deny the City's request to develop the Horseshoe Bend location, the City agrees it shall not pursue further development of RICD structures within the Colorado River at the Horseshoe Bend location.

5. RICD Monitoring, Adaptive Management, and Maintenance. In CPW's 2015 Statement, CPW requested that the City and CPW collaborate on the development of a pre and post construction monitoring and RICD structure maintenance plan. The City will consult with CPW prior to construction to develop a Monitoring and Adaptive Management Plan (MAMP) in order to define and track the implementation of construction, design and future maintenance controls. Upon completion of construction, the City also agrees to maintain the RICD structures in accordance with the final design and as set forth in the MAMP.
6. Continuing Consultation Post RICD Development. The City's water court application and proposed final decree in Case No. 13CW3109 provide for a conditional water right to be approved for "event" flows in the amount of up to 4000 c.f.s. for up to five continuous days in late June or early July. In the 2015 CPW Statement, CPW expressed concerns regarding potential impacts to fisheries from these event flows wherein the City may arrange for a release of stored upstream water to increase water flowing through the RICD. In CPW's view, the timing of the release, amount of the release, ramping rate, and the sources of the released water could impact various species of fish and fish age classes. For example, during June and July, when proposed event flows may occur, CPW is concerned that significant changes in stream flow could disrupt fish spawning, egg incubation, and fry emergence of recreationally important trout and native fish including bluehead and flannelmouth suckers, roundtail chub, speckled dace, and sculpin. In CPW's view, any substantial changes in wetted habitat due to artificial flow fluctuations could also flush fish of all ages down river or strand them in dry or undesirable habitat that could lead to fish kills. For these reasons, CPW currently prefers that changes in stream flow due to releases of upstream water for event flows not exceed a ramping rate of 500 c.f.s. in a 12-hour period, at any time from April 1 through September 30 (throughout the decreed RICD season). However, if impacts to the fishery are observed as a result of any RICD stream flow fluctuations, CPW may re-examine and revise this ramping rate recommendation and notify the City of the same. The City hereby agrees to consult with CPW as soon as practicable prior to arranging for any event flow releases that would exceed CPW's requested ramping rate. If CPW anticipates significant detriment to the fisheries as a result of the City's proposed event flow releases, the City agrees to avoid and/or minimize these fisheries concerns with a range of options to prevent and/or reduce harm to the fisheries, which may include the City altering the timing and/or rate of event flow releases, the City foregoing or rescheduling such releases, or other creative solutions agreed upon by the Parties. The City also agrees to consult with CPW and to address any other significant wildlife impacts related to the use of lighting for night-time competitive events at either the No Name or Horseshoe Bend locations.
7. Additional Consultation with CPW Prior to Section 404 Permitting. The additional obligations of the City set forth herein with regard to site selection and evaluation, RICD structure design and placement, and RICD monitoring, adaptive management, and maintenance, shall be in addition to and shall not modify or diminish the City's obligations to consult with CPW prior to initiation of Section 404 permitting for any

proposed whitewater park site pursuant to Section 11.i of the Final Decree in Case No. 13CW3109, Water Division No. 5.

8. Third Parties. Nothing contained in this IGA is intended to or shall create a contractual relationship with, or cause of action in favor of, or claim for relief by a third party. Any third party receiving a benefit from this IGA is only an incidental and unintended beneficiary.
9. Governing Law and Venue. Colorado law shall govern the administration of this IGA. Venue for purposes of any dispute shall be in the District Court for the County of Denver or Garfield County.
10. Assignment. This IGA is not assignable without the express written consent of all Parties.
11. City Approval. The City Manager's signature below is subject to ratification by City Council at its next regular meeting following mutual execution.

This Intergovernmental Agreement was executed and became effective as of the date set forth above.

THE CITY OF GLENWOOD SPRINGS

By: _____
Name: Debra Figueroa
Title: City Manager

COLORADO DIVISION OF PARKS & WILDLIFE

By: _____
Name: JT Romatzke
Title: Northwest Regional Manager



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Ordinance No 8, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending 100.010.030 (c) Weed and Grass Control to Include the Noxious Weed Management Plan (SECOND READING)

Action Requested: Approve Ordinance 8, Series of 2019 Amending the Glenwood Springs Municipal Code 100.010.030 (c) Weed and Grass Control to include the Noxious Weed Management Plan

Department: Parks & Recreation

Presented By: Brian Smith, Recreation Director

Background Info: At the January 3rd regular meeting staff presented and recommended City Council adopt the proposed Noxious Weed Management Plan.

The proposed modifications incorporate the plan into the existing City ordinance (Public Health-100.010.030 c) and would allow for the implementation and enforcement of an Integrated Weed Management Plan in the community. The plan is patterned after the Garfield County Noxious Weed Management Plan and complies with the Colorado Weed Management Act of 1990, last amended in 2014.

The changes to the ordinance allows Code Enforcement staff, when notified of a species contained in the locally prepared Noxious Weed List, to notify property owners of the presence of a noxious weed or weeds and to provide options for management and a reasonable timeline for compliance.

The intent is for the property owner to incorporate those options that are the least environmentally damaging and are practical, timely and economically feasible to achieve the desired outcome. The goal of the Management Plan is to promote healthy plant communities in the local jurisdiction and suppress the expansion of noxious weeds.

Issues: None.

Staff Recommendation: Approve Ordinance No 8, Series of 2019; Amending the Glenwood Springs Municipal Code 100.010.030 (c) Weed and Grass Control to include the Noxious Weed Management Plan



City of Glenwood Springs, CO NOXIOUS WEED MANAGEMENT PLAN

**Adopted by the City of Glenwood Springs, CO
January 3, 2019**



Prepared by the City of Glenwood Springs, CO in cooperation with the
Garfield County Weed Advisory Board

**CITY OF GLENWOOD SPRINGS
NOXIOUS WEED MANAGEMENT PLAN TABLE OF CONTENTS**

SECTION I: Introduction

1.01	Executive Summary	1
1.02	Purpose of the Plan	1
1.03	Enactment Authority	2
1.04	Glenwood Springs Noxious Weed List	2

SECTION II: General Information

2.01	Definitions.....	8
2.02	Importation and Cultivation of County and State-Listed Noxious Weeds.....	13
2.03	Integrated Management – Treatment Methods	13
2.04	Cost Share Program	16
2.05	Description of Designated Noxious Weeds	16
2.06	Identification of Native and Noxious Thistles	41

SECTION III: Jurisdictional Overview of Areas of Infestation

3.01	Overview	42
3.02	City of Glenwood Springs	42
3.03	State Land	43
3.04	Railroad.....	43

SECTION IV: Implementation of Weed Management Plan

4.01	Objectives and Goals	44
4.02	Prevention and Detection.....	44
4.03	City of Glenwood Springs Gravel Purchase Guidelines.....	45
4.04	Education and Awareness	46
4.05	Land Stewardship.....	46
4.06	Revegetation	47
4.07	Requirements (Revegetation Plan, Soil Plan & Security)	48
4.08	Reclamation Standards.....	49
4.09	Mapping and Inventory	50

SECTION V: Enforcement

5.01	Compliance: Private Lands	51
5.02	Compliance: Public Lands	51
5.03	City Rights-of-Way.....	51

SECTION VI: Plan Evaluation

6.01	Plan Evaluation	52
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APPENDIX A: Noxious Weed Fact Sheets

SECTION I – INTRODUCTION

1.01 Executive Summary

- A. The health of our environment is a high priority for residents of Glenwood Springs. The health and productivity of natural plant communities and agricultural lands is threatened by the introduction of numerous invasive alien plants. Without an effective integrated weed management plan these aggressive plants will continue to infest and degrade the lands we value so highly.
- B. Rapid expansion of noxious weeds is an obstacle to maintaining healthy ecosystems and restoring disturbed native plant communities and habitats. Because noxious weeds tend to be highly invasive and harmful to native vegetation, they can quickly dominate many sites and often cause permanent damage to plant communities. Estimates indicate that 100 million acres of private, state, and federal land are infested with noxious weeds in just 11 western states. This is occurring in both disturbed and relatively undisturbed areas.
- C. The intent of the Colorado Noxious Weed Act and the goal of the Garfield County Weed Advisory Board is to curb the degradation of our valued environment by implementing an Integrated Weed Management Plan designed to stop the spread of noxious weeds.
- D. Management of weeds may seem overwhelming, but through developing partnerships at all levels – local, regional and national – we hope to achieve our weed management goals. The challenge for all involved is to develop management systems, support and direction for the prevention of the spread of weeds before the situation becomes even more serious and economically unfeasible.

1.02 Purpose of the Plan

- A. The purpose of the Plan is to provide guidelines for managing designated noxious weeds which represent a threat to the continued economic, environmental and agricultural value of lands in the City of Glenwood Springs. This plan provides for the implementation of the Colorado Noxious Weed Act by detailing integrated management options for designated noxious weeds. Options include education, preventive measures, good stewardship, and control techniques.
- B. The intent is to incorporate those options that are the least environmentally damaging and are practical, timely and economically feasible. It is the responsibility of all landowners to use integrated methods to manage noxious weeds, and the responsibility of local governing bodies to ensure that these plants are managed on public and private lands.

1.03 Enactment Authority

- A. The Colorado Weed Management Act (C.R.S. 35-5.5-101) was signed into state law in 1990 and last amended in 2014. Now known as the Colorado Noxious Weed Act, it states that noxious weeds pose a threat to the natural resources of Colorado.
- B. This plan is designed in accordance with the statutory provisions of the Colorado Noxious Weed Act.
- C. Municipalities shall adopt a weed management plan for all lands within their boundaries. The county and municipalities may cooperate, through an intergovernmental agreement, for the powers and authorities of the act.
- D. The Act directs the Board of County Commissioners to appoint a Weed Advisory Board, whose power and duties are:
 - a. Develop a noxious weed list.
 - b. Develop a Weed Management Plan for managing designated noxious weeds.
 - c. Declare noxious weeds and any state noxious weeds designated by rule to be subject to integrated management.
 - d. Recommend to the Board of County Commissioners that identified landowners be required to submit an integrated weed management plan for managing designated noxious weeds on their properties.

1.04 Colorado, Garfield County and Glenwood Springs Noxious Weed Lists

The Colorado Department of Agriculture's Noxious Weed Program has three noxious weed lists: A, B and C, plus a Watch List:

- A. Species are assigned to one of three State weed lists through the rule-making authority of the Department of Agriculture. The Commissioner of the Department of Agriculture uses a mandatory administrative process to create the lists, subject to the public notice and publication requirements of the State Administrative Procedure Act.
- B. The Colorado Noxious Weed Act requires the Commissioner to review and revise the lists at least once every 3 years, using this public process. Updated State weed lists and notices of departmental rule-making are available electronically through the State of Colorado's websites: www.state.co.us; www.ag.state.co.us and www.sos.state.co.us and through the Office of the Garfield County Vegetation Manager.
- C. State A, B and C Lists. The Colorado Department of Agriculture has determined that "an organized and coordinated effort must be made to stop the spread of noxious weeds." (C.R.S. 35-5.5-102). The rules designate and classify noxious weeds into four categories:
 - a. The State's A list is made up of rare noxious weed species that are subject to eradication, as a matter of law, wherever they are detected in the State, including Garfield County and the City of Glenwood Springs.
 - b. The B list includes species that have differing distributions throughout the State. Specified populations of B list species are subject to eradication, containment, or suppression in identified areas of the state, including portions of Garfield County and the City of Glenwood Springs.
 - c. The State's C list includes weed species that are widespread and well-established, for which the State recommends but does not require control, although Glenwood Springs's Weed Management Plan may require control.

- d. The Watch List was established in 2011 and is non-regulatory and advisory only. It is designed to increase awareness of new invasive species to the State.
- D. The City of Glenwood Springs follows the dictates of the State's rules as to which species on the A and B lists must be eradicated, contained or suppressed and manages those species and the species on its own locally-designated list in accordance with the Weed Management Plan contained in the following Sections II-V and the State Department of Agriculture's administrative rules.
 - a. The County's management plan for species on the State's lists is subject to review every 3 years.
 - b. The Board of County Commissioners may also adopt a revised Weed Management Plan that includes designated noxious weeds not previously included on any list.
 - c. The City of Glenwood Springs may also adopt a revised Weed Management Plan that includes designated noxious weeds not previously included on any list.
- E. In addition to the weeds designated on the State's A, B and C lists, the City of Glenwood Springs has the authority to declare plants as noxious weeds if the plant meets one or more statutorily defined criteria (C.R.S. 35-5.5-104 (16), 35-5.5-107, and 35-5.5-108 (3)).
 - a. The City of Glenwood Springs can also declare those weed species and the weeds on the State's weed lists to be subject to integrated management within city limits.
 - b. The City list is subject to change as the State amends the A, B and C lists and as the City declares species not included on the State's list as noxious.
- F. The City of Glenwood Springs Noxious Weed List as recommended by the Garfield County Weed Advisory Board on February 24, 2014, with Colorado designations listed as A, B or C or NL (Not Listed by the State). The list is current as of adoption of this regulation by the City.

Common Name	Scientific Name	Colorado Weed List
Absinth wormwood	<i>Artemisia absinthium</i>	B
Black henbane	<i>Hyoscyamus niger</i>	B
Bouncing Bet	<i>Saponaria officinalis</i>	B
Bull thistle	<i>Cirsium vulgare</i>	B
Canada thistle	<i>Cirsium arvense</i>	B

Chicory	<i>Cichorium intybus</i>	C
Chinese clematis	<i>Clematis orientalis</i>	B
Common burdock	<i>Arctium minus</i>	C
Common tansy	<i>Tanacetum vulgare</i>	B
Common teasel	<i>Dipsacus fullonum</i>	B
Corn chamomile	<i>Anthemis arvensis</i>	B
Curly dock	<i>Rumex crispus</i>	N
Cutleaf teasel	<i>Dipsacus laciniatus</i>	B
Cypress spurge	<i>Euphorbia cyparissias</i>	A
Dalmatian toadflax	<i>Linaria dalmatica</i>	B
Dame's rocket	<i>Hesperis matronalis</i>	B
Diffuse knapweed	<i>Centaurea diffusa</i>	B
Hoary cress	<i>Cardaria draba</i>	B
Houndstongue	<i>Cynoglossum officinale</i>	B
Jointed goatgrass	<i>Aegilops cylindrica</i>	B
Leafy spurge	<i>Euphorbia esula</i>	B
Mayweed chamomile	<i>Anthemis cotula</i>	B
Meadow knapweed	<i>Centaurea nigrescens</i>	A
Mediterranean sage	<i>Salvia aethiopsis</i>	A
Musk thistle	<i>Carduus nutans</i>	B
Myrtle spurge	<i>Euphorbia myrsinites</i>	A
Oxeye daisy	<i>Leucanthemum vulgare</i>	B
Perennial pepperweed	<i>Lepidium latifolium</i>	B
Plumeless thistle	<i>Carduus acanthoides</i>	B
Poison hemlock	<i>Conium maculatum</i>	C
Purple loosestrife	<i>Lythrum salicaria</i>	A
Russian knapweed	<i>Acroptilon repens</i>	B
Russian olive	<i>Elaeagnus angustifolia</i>	B
Salt cedar	<i>Tamarix parviflora</i>	B
Salt cedar	<i>Tamarix ramosissima</i>	B
Scentless chamomile	<i>Tripleurospermum perforata</i>	B
Scotch thistle	<i>Onopordum acanthium</i>	B
Spotted knapweed	<i>Centaurea stoebe</i>	B
Sulfur cinquefoil	<i>Potentilla recta</i>	B
Yellow starthistle	<i>Centaurea solstitialis</i>	A
Yellow toadflax	<i>Linaria vulgaris</i>	B

- G. The City has the statutory authority to adopt standards that are more stringent than those set by the State Commissioner of Agriculture.
- a. The Parks and Recreation Advisory Board will request such action of the City if and when a species presents a local threat which requires such action.
 - b. The City also has the authority to apply to the State Commissioner of Agriculture for a waiver of Compliance if and when the State Department of Agriculture's mandate that a species be eradicated in a portion of or all of the City of Glenwood Springs is deemed unfeasible.
 - c. If the Commissioner of Agriculture, in consultation with the City, determines that the most cost-effective manner to eradicate designated noxious weeds is for the state to implement an eradication program, the Commissioner may implement such a program through the Department of Agriculture (C.R.S. 35-5.5-108.5(3)(d)).

SECTION II - GENERAL INFORMATION

2.01 Definitions

Act: The Colorado Noxious Weed Act, Title 35 C.R.S., Article 5.5, as amended.

Adjacent: Having a common boundary that meets or touches at some point.

Aggressive: Fast growing, tending to spread quickly.

Agriculture: Uses involving the cultivation of land, production of crops, and/or the keeping of livestock and the preparation of these products for man's use and disposal.

Alien Plant: A plant species that is not indigenous to the State of Colorado.

Annual: A plant that lasts one growing season, completing its life cycle from seed to seed in one year.

Biennial: A plant that lives in 2 calendar years. The first year is usually a vegetative form, such as a rosette of leaves. The second year the plant grows a flowering shoot, sets seeds and dies.

Biological Control: The deliberate introduction of living agents such as insects, vertebrate predators, grazing animals and plant diseases to reduce a noxious weed population.

Biological Management: The use of organisms to disrupt the growth of noxious weeds.

Bolt: To flower or produce seeds prematurely or develop a flowering stem from a rosette.

Bract: A reduced or modified leaf often surrounding the base of a flower.

Browse: Tender shoots, twigs and leaves of trees and shrubs fit for food for wildlife.

Chemical Management: The use of agents or plant growth regulators to disrupt or inhibit the growth of noxious weeds.

City: The City of Glenwood Springs, CO

Commissioners: The Garfield County Board of Commissioners.

Containment: "...maintaining an intensively managed buffer zone that separates infested regions, where suppression activities prevail, from largely uninfested regions, where eradication activities prevail." (C.R.S. 35-5.5-103(11.7)(b)).

County: The unincorporated areas of Garfield County.

Cultural Management: Methods or management practices which favor the growth of desirable plants over noxious weeds, including maintaining optimum fertility and plant moisture status in an area, planting at optimum density and spatial arrangement in an area, and planting species most suited to a particular area.

Designated Noxious Weed: A non-native, invasive plant or plant parts that are identified as a threat to native plant communities and included on the Garfield County Noxious Weed List.

Desirable Plants: Plants considered to be advantageous and beneficial to the environmental viability of the County.

Elimination: Removing and destroying live plants of List A or List B species designated for eradication and preventing seed production until the seed source is depleted; considered the first step in the eradication process.

Eradication: "...reducing the reproductive success of a noxious weed species or specified noxious weed population in largely uninfested regions to zero and permanently eliminating the species or population within a specified period of time. Once all specified weed populations are eliminated or prevented from reproducing, intensive efforts continue until the seed bank is exhausted." (C.R.S. 35-5.5-103(11.7)(a)).

Escaped Ornamental: A plant originally intended for horticultural or landscape planting that has escaped its intended boundaries.

Exotic Plant: A plant that is not a regular member of the native or natural community in which it is found.

Forb: A broad-leafed, non-woody plant other than grass that dies back to the ground after each growing season.

Forage: Food for animals, especially when taken by browsing or grazing.

Garfield County Weed Advisory Board: A group of individuals appointed by the BOCC to advise on matters of management of noxious weeds.

Herbaceous: Applies to plants of soft texture whose stems die back to the ground after each growing season; green and leaf-like, not woody.

Infestation: Growth of an undesirable plant which has become harmful or bothersome. There are 3 types of infestation:

1. Heavy: Dense; 25-100% canopy cover.
2. Moderate: Widely scattered plants; 5-25% canopy cover.
3. Light: Occasional plant; less than 5% canopy cover.

Insectary: The Colorado Department of Agriculture Biological Pest Control Division operates the Palisade Insectary, which imports, rears, establishes and colonizes new beneficial organisms for control of specific plant and insect pests.

Integrated Management: The planning and implementation of a coordinated program utilizing a variety of methods for managing noxious weeds, in order to achieve desirable plant communities. Such methods may include but are not limited to education, preventive measures, good stewardship and biological, cultural, herbicide and mechanical management.

Invasive: Aggressive, capable of invading a plant community and creating a monoculture.

Invasive Ornamental: A plant originally intended for horticultural or landscape planting that has escaped its intended boundaries and is capable of invading a plant community and creating a monoculture.

Landowner: Any owner of record of state, municipal or private property including an owner of any easement, right-of-way, or estate within the county.

List A Species: "...rare noxious weed species with discrete statewide distributions that are subject to eradication wherever detected statewide in order to protect neighboring lands and the state as a whole." (C.R.S. 35-5.5-108(2)(a)(I)).

List B Species: "...noxious weed species with discrete statewide distribution that are subject to eradication, containment or suppression in portions of the state designated by the commissioner in order to stop the continued spread of these species." (C.R.S. 35-5.5-108(2)(a)(II)).

List C Species: "...widespread and well-established noxious weed species for which control is recommended but not required by the state, although local governing bodies may require management." (C.R.S. 35-5.5-108(2)(a)(III)).

Lobe: A division or segment of a leaf or other plant part, especially a rounded one.

Local Noxious Weed: Any plant of local importance which has been declared an invasive or undesirable plant by the Garfield County Board of County Commissioners or City of Glenwood Springs.

Management: Any activity that prevents a plant from establishing, reproducing or dispersing itself.

Management Plan: A plan developed by the City of Glenwood Springs and the Garfield County Weed Advisory Board and implemented by the City of Glenwood Springs in order to control the spread of noxious weeds.

Mechanical Management: Methods or management practices that physically disrupt plant growth, including tilling, mowing, burning, flooding, mulching, hand-pulling, shoveling, hoeing and chopping.

Monoculture: A single homogeneous crop without diversity.

Native Plant: A plant species that is indigenous to a particular locale.

Noxious Weed: An alien plant or parts of an alien plant that has been designated as being invasive and undesirable and has been declared a noxious weed by the Garfield County Weed Advisory Board and meets one or more of the following criteria:

1. Aggressively invades or is physically destructive to economic crops or native plant communities.
2. Detrimental directly or indirectly to the environmentally sound management of natural or agricultural ecosystems.
3. Poisonous to livestock.
4. Carrier of detrimental insects, diseases or parasites.

Noxious Weed Management: The planning and implementation of an integrated program to manage undesirable or problematic plant species.

Ornamental: A decorative, aggressive, non-native plant often sold through nurseries, seed catalogues, or spread through seed collection. A threat to native plant species because it has no natural predators and thus competes against the plants of the natural ecosystem.

Perennial: A plant that grows for 3 years or more; usually flowers and produces fruit each year. The above-ground part of the plant may die, but new growth comes from the roots or crown each spring.

Petiole: A slender stem that supports the blade of a foliage leaf.

Rhizome: An elongated subterranean plant stem that produces shoots above and roots below, and is distinguished from a true root by possessing buds, nodes and scale-like leaves.

Rosette: A cluster of closely-crowded leaves in a compact circle, usually at ground level.

State Noxious Weed: Any weed identified by the Colorado Commissioner of Agriculture by rule after notifying and consulting with the State Noxious Weed Advisory Committee.

Subject Lands: All public and private lands within the City of Glenwood Springs.

Suppression: "...reducing the vigor of noxious weed populations within an infested region, decreasing the propensity of noxious weeds species to spread to surrounding lands, and mitigating the negative effects of noxious weed populations on infested lands." (C.R.S. 35-5.5-103(11.7)(c)).

Surfactant: A compound that improves the emulsifying, dispersing, spreading, wetting or other surface modifying properties of liquids.

Watch List: The State Watch List, which is advisory and for educational purposes, includes plant species that have been determined to pose a potential threat to the agricultural productivity and environmental values of the lands of the state.

Wildflower: The flower of a wild or uncultivated plant or the plant bearing it.

Xeriscape: Landscaping with water conservation as a major objective.

2.02 Importation and Cultivation of City, County and State Listed Noxious Weeds

Persons are prohibited from importing seeds, propagating plant parts or live plants and cultivating City of Glenwood Springs, Garfield County and State of Colorado listed weed species within the City except as provided for in C.R.S. 35-5.5-104.5(a). All listed species are non- native and problematic in Glenwood Springs, Garfield County and/or the State of Colorado.

- A. Threat of Escaped Ornamentals. Most plants used for landscaping purposes cannot proliferate outside the cultivated environment of the home garden. Certain exotic plants and seeds were imported to the United States for their aggressive growth habits, xeriscape potential or re-seeding capabilities.
 - a. The escaped ornamentals include bouncing bet, chicory, cypress spurge, the chamomiles, Dalmatian toadflax, dame's rocket, myrtle spurge, oxeye daisy, purple loosestrife, Russian olive, yellow toadflax. The very traits that make these plants desirable for a garden or landscape may also enable them to thrive outside cultivated areas and become fierce competitors with native vegetation.
 - b. Because they exist here without the presence of any natural predators, these plants have the ability to spread extensively and pose a severe threat to the delicate balance of our native ecosystems.
- B. Since various invasive ornamental plants are attractive and establish themselves quickly, they are popular with landscapers and gardeners and may be purchased through certain nurseries in Colorado, in seed catalogues and on the Internet.
 - a. It is imperative to educate landscape architects, gardeners and nursery growers about the need to eliminate such plants from their landscape plans. Otherwise these plants will inevitably escape from the cultivated garden and jeopardize natural wildflower and plant communities.
 - b. Native grasses and forbs, as well as agricultural plantings, cannot compete with invasive ornamental plants for nutrients, sunlight and water. As a result, biologically diverse mountain meadows, grasslands, wetlands and agricultural lands are in danger of being overrun by non-native invasive ornamental plants.

2.03 Integrated Weed Management – Treatment Methods

An integrated approach to noxious weed management is important because no single technique will be effective.

- A. Prevention should always be practiced and is effective on all species of weeds. It is accomplished through good land stewardship, planting weed-free seed, avoiding planting invasive weed species, using weed-free seed mulch and erosion control, using clean equipment and taking legal measures such as quarantines and weed laws.
 - a. Cultural management includes methods or management practices which favor the growth of desirable plants over noxious weeds, including maintaining optimum fertility and plant moisture status in an area, planting at optimum density and spatial arrangement in an area, and planting species most suited to

- a particular area. Techniques include dense seeding, fertilization, mulching, careful irrigation practices, sensible grazing regimes and improved land management practices.
- b. Mechanical management methods or practices that physically disrupt plant growth and include tilling, mowing, burning, flooding, mulching, hand-pulling, shoveling, hoeing and chopping. Mechanical methods are most effective for annual and biennial weeds and less effective for perennials. Equipment should be cleaned thoroughly before moving to un-infested areas to prevent the spread of weeds.
 - c. Biological management involves the use of organisms such as insects and animals to disrupt the growth of noxious weeds. It rarely provides 100% control and must be incorporated with other methods for successful management. Insect species developed to mitigate specific noxious plants are available to the public free of charge from the Colorado Department of Agriculture Conservation Services Division, Biological Control Program, 750 37.8 Rd., Palisade, CO 81526; 866-324-2963 or 970-464-7916.
 - d. Herbicide application. It is extremely important to treat small infestation of certain weeds (List A and B species to be eradicated) as soon as possible. Herbicides are most effective when sprayed at specific stages during the life cycle of the weed. To ensure that small infestations of noxious weeds are controlled or eradicated effectively, it is extremely important to take immediate action on certain weed patches.
- B. The optimum method or methods for weed management will vary depending on a number of site-specific variables:
- a. Factors to be considered should include soil type and stability, grade, associated vegetation, existing and proposed land use, proximity to water, availability of irrigation water, weed type and stage of growth and severity of infestation.
 - b. The management method selected should be the least environmentally damaging, yet practical and reasonable in achieving the desired results.
 - c. When considering weed management on a property, work on the areas that may transport weed seeds. These areas include ditches, streams, roadsides, driveways, trails, livestock-concentrated areas and equipment storage sites.
- C. The Colorado Department of Agriculture has prepared fact sheets for most State-listed noxious weeds. They feature detailed descriptions and photographs of the plants, as well as integrated management for each species. (See Appendix A).
- D. Herbicide application. It is the City's philosophy to minimize the use of herbicides and impacts to desirable vegetation. However, for some species of noxious weeds herbicide application is the only effective method of control. It is extremely important to treat small infestation of certain weeds (List A and B species to be eradicated) as soon as possible. To ensure that small infestations of noxious weeds are controlled or eradicated effectively, it is extremely important to take immediate action on certain weed patches. The City uses hand gun, hand-held or backpack sprayers, utility task vehicles or truck-mounted equipment for selective spot spraying.
- a. No Spray Areas. Anyone living adjacent to a City right-of-way who does not want spraying in front of their property can call the Glenwood Springs Parks

and Recreation Department and request it be listed as a no-spray property. However, the property owner is responsible for elimination of noxious weeds. Only noxious weeds on the A and B State, County and City Lists need to be controlled. Land owners must dig up or mow any noxious weeds before they go to seed. If weeds are not properly managed, the City must resume spraying in order to comply with the Colorado Noxious Weed Act (C.R.S 35-5.5-101). Owners of organic crops or who have pesticide-sensitive crops can also call the City to request no-spray listing. Landowners may place “No Spray” signs on their property adjacent to City rights-of-way. Signs should be readable from the roadside and not impact city road maintenance operations.

- b. Registry of Pesticide-Sensitive Persons. The registry is maintained by the State of Colorado under the regulatory requirements of the Pesticide Applications Act. Notification to registered individuals must be given in accordance with C.R.S 35-10-112, and Part 12 of the PAA rules. Pesticide applicators are required to notify registered individuals prior to application of pesticides on adjacent properties. For information about the registry, call the Colorado Department of Agriculture, 303-239-4146.
 - c. Source Water Protection. A Source Water Protection Plan was developed in 2013 for community drinking water systems in Garfield County. A current list of systems covered under the Source Water Protection Plan is available through the Garfield County Public Health Department. The plan prioritizes source water protection concerns and identifies local source water management approaches that can be implemented to protect the source of drinking water for these communities. It delineates areas around these communities as source water protection areas. Pesticide application was identified a potential source of water contamination. The City of Glenwood Springs is committed to using best management practices when applying herbicides to control noxious weeds. These practices include following label directions and selective spot spraying to ensure direct treatment of noxious weeds and protection of native vegetation and water resources. See Appendix A/Weed Fact Sheets for approved herbicides/controls.
 - d. Changes in herbicide registrations occur constantly. The herbicide label is the legal document on herbicide use. ***Read and follow all directions carefully.*** The use of an herbicide in a manner not consistent with the label can lead to injury of crops, humans, animals and the environment.
 - e. Specific chemical recommendations are available from the Garfield County Vegetation Management Department and/or licensed applicators and are not listed in the Plan. Before using any chemical, thoroughly read the label. Any use of an herbicide inconsistent with the label is neither legal nor recommended. See Appendix A/Weed Fact Sheets or Section 2.05 of this document for recommended herbicides/controls.
- E. The optimum method or methods for weed management will vary depending on a number of site-specific variables. Factors to be considered should include soil type and stability, grade, associated vegetation, existing and proposed land use, proximity to water, availability of irrigation water, weed type and stage of growth and severity of infestation.

- F. The management method selected should be the least environmentally damaging, yet practical and reasonable in achieving the desired results. When considering weed management on a property, work on the areas that may transport weed seeds, including ditches, streams, roadsides, driveways, trails, livestock-concentrated areas and equipment storage sites.

2.04 Cost Share Program

Garfield County offers cost-share programs to assist with noxious weed management. These programs are a partnership between the three local Conservation Districts based in Glenwood Springs and Garfield County. Check with them for information on how they can assist with the costs of managing noxious weeds.

2.05 Description of Designated Noxious Weeds

GARFIELD COUNTY NOXIOUS WEED LIST

The Garfield County Weed Advisory Board encourages all county residents to be knowledgeable about noxious weeds. Below are general descriptions of the County's listed noxious weeds. Locations of some weeds are provided in general terms under their descriptions. Not all locations are listed.

ABSINTH WORMWOOD (*Artemisia absinthium*)

Description: A member of the Sunflower family native to Eurasia, the Middle East and Africa. A long-lived perennial. Reproduces from seed. Grows to roughly 3 feet tall and 2 feet across, with silver-grey leaves and yellow flowers. Smells strongly of sage.

Comments: It is commonly found in disturbed sites with moist soils. Considered poor forage for all but sheep and will taint milk of cows.

Location: Common between Glenwood Springs and Carbondale. Infested sites include the Missouri Heights and Crystal Springs areas. Also spread to South Canyon, Peach Valley and Rulison.

Cultural Control: Cultural controls are possible but time-consuming and expensive. Complete removal of any seedling or newly established plants by continual hand-pulling is possible.

Chemical Control: Treat when plant is 12 inches tall through flowering growth stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Absinth wormwood* (Appendix A).

BLACK HENBANE (*Hyoscyamus niger*)

Description: A member of the Nightshade family originally introduced from Europe as an ornamental and medicinal herb. Annual or biennial; reproduces from seed. Recognized by its

rosettes, shallowly-lobed leaves with sticky hairs and brownish-yellow flowers with purple veins and a distinctly unpleasant smell. Grows up to 3 feet.

Comments: Poisonous due to alkaloids in all parts of the plant. It is important to protect threatened areas from over-grazing.

Location: Relatively rare. Found in Gibson Gulch west of Divide Creek; reported just west of the West Fork of Stewart Gulch on the Roan Plateau near the Rio Blanco County line.

Mechanical Control: Complete removal of any seedling or newly established plants by continual hand-pulling.

Chemical Control: Treat plants in spring to early summer prior to seed production, in rosette stage. Follow up treatments are recommended to pick up missed or late bolting plants. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Black henbane* (Appendix A).

BOUNCING BET (*Saponaria officinalis*)

Description: Member of the Pink family originally introduced from Europe as a garden plant. Perennial. Reproduces from seed and rhizomatous swollen nodes. Stout oppositely branching and leaved stems. Leaves smooth and narrow. Flowers have 5 light pink to white petals with notches at the end.

Comments: Grows most commonly in wet areas which may restrict the use of certain herbicides. Poisonous.

Location: No Name, Glenwood Springs and New Castle.

Cultural Control: Eliminate seed production while depleting nutrient reserves in the roots. Prevent the establishment of new infestations by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over-grazing.

Chemical Control: Treat at bolting to bud-growth stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Bouncing Bet* (Appendix A).

BULL THISTLE (*Cirsium vulgare*)

Description: Member of the Sunflower family introduced from Eurasia as a seed contaminant. Biennial. Reproduces from seed. Only thistle species with leaves that are prickly hair above and cottony below. Heads hairy with composite purple flowers.

Comments: Commonly found in dry to moist environments in full sun. Thrives in highly disturbed, nitrogen-rich, gravelly to clay-textured soils.

Cultural Control: Prevention is the most effective control. Maintain healthy plant communities and monitor for new infestations. Limit seed production. Plants with buds or flowers should be immediately disposed of or destroyed.

Biological Control: *Urophora stylata*, a fly predator lays its eggs in the seed head, then larvae consume the seeds. Crown weevils, *Trichosirocalus horridus*, lay eggs in rosettes and consume the seeds.

Chemical Control: Treat rosettes in spring or fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Bull thistle* (Appendix A).

CANADA THISTLE (*Cirsium arvense*)

Description: A member of the Aster family introduced from Europe. Creeping perennial. Reproduces from seeds and fleshy horizontal roots. Grows 1-4 feet tall. Flowers pink to purple. Leaves lance-shaped, spine-topped lobes. The root is extensive and creeping, forming colonies.

Comments: One of the most widespread and economically damaging noxious weeds in Colorado. Infestations are found in cultivated fields, riparian areas, pastures, rangeland, forests, lawns and gardens, roadsides and in waste areas. Because of its seeding habits, vigorous growth and extensive underground root system, control and eradication are difficult.

Location: Common in Garfield County.

Cultural Control: Best managed through integrated management system that emphasizes competitive, desirable plants. Maintain soil fertility and moisture at optimum levels to favor grass growth.

Biological Control: It is best to release a complex of insects that will stress different parts of the plant: *Ceutorhynchus litura* weevil that stresses the crown of the plant; *Urophora carduii*, a stem and shoot gall fly; *Cassidia rubiginosa*, leaf beetle.

Mechanical Control: Mowing may be effective when repeated at 2 week intervals over a period of several years. Pulling and digging up is ineffective as the plant has an extensive root system.

Chemical Control: Treat in spring during bud to bloom stage or during fall regrowth after the first light frost. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Canada thistle* (Appendix A).

CHICORY (*Chicorium intybus*)

Description: Member of the Sunflower family. Perennial; reproduces from seed. Deep fleshy root and tufted basal leaves that resemble those of a dandelion. Stem multi-branched and can reach over 5 feet tall. Flowers bright blue, purple or occasionally white.

Location: Well established in western Garfield County (Parachute) and is spreading rapidly in other parts of the County.

Cultural Control: Reseed disturbed areas adjacent to chicory infestations with appropriate perennial grasses.

Biological Control: Close grazing by sheep will control chicory in pastures.

Chemical Control: Treat at early growth stage in early spring. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Chicory* (Appendix A).

CHINESE CLEMATIS (*Clematis orientalis*)

Description: Member of the Buttercup family introduced from Asia as a garden ornamental. Herbaceous to wood-vined perennial; reproduces by seed. Native clematis, *C. ligusticifolia*, distinguished from the noxious weed species by groups of small white flowers. Chinese clematis has single yellow flowers.

Comments: Found in well-drained, sunny areas with basic soils. Prefers roadsides, riparian corridors and rocky slopes. Known to cause death in young trees. Entire plant is poisonous, causing internal bleeding when ingested in large amounts.

Location: Glenwood Canyon on both sides of the Colorado River; along the Roaring Fork River south of Glenwood Springs.

Cultural Control: Eradication requires intensive and persistent control efforts to effectively eliminate weed infestations and soil seed reserves. Site must be monitored for 10 years after last flowering plant is destroyed. Prevent the establishment of new infestations by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over- grazing.

Chemical Control: Treat at flower stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Chinese clematis* (Appendix A).

COMMON BURDOCK (*Arctium minus*)

Description: A member of the Aster family. Biennial. Prolific seed producer. Grows to 6 feet tall with very large leaves and a prickly bur. Flowers are purple and white.

Comments: Grows along roadsides, ditch banks and neglected areas. A very serious threat to sheep as the burs can significantly damage the quality of their wool. May cause severe infections in cattle.

Location: Found throughout Garfield County.

Cultural Control: Minimize soil disturbances, encourage desirable plant growth.

Mechanical Control: Top growth removal through mowing or cutting is effective as is pulling or digging out the plant at flowering or early seed formation.

Chemical Control: Treat rosettes in late spring or early fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Common burdock* (Appendix A).

COMMON TANSY (*Tanacetum vulgare*)

Description: A member of the Sunflower family introduced from Europe as a medicinal herb. Perennial. Reproduces from seed and creeping rootstalks. Button-shaped flower heads that lack petals. Foliage has a strong smell when crushed.

Comments: Poisonous. Found most commonly in full sun on fertile, well- drained soils along roadsides, streams, irrigation ditch banks and pastures. Undesirable forage for livestock.

Location: Roaring Fork Valley along irrigation ditch banks. Isolated patches have been found along Elk Creek west of New Castle, and along the Colorado River south of Silt.

Cultural Control: Preventing establishment and seed production, and minimizing disturbance and seed dispersal are the most effective. Keep native community healthy. Maintain healthy pastures and avoid over- grazing.

Chemical Control: Treat when bolting to bud growth stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Common tansy* (Appendix A).

COMMON TEASEL (*Dipsacus fullonum*)

Description: A member of the Teasel family introduced from Europe. Biennial or sometime perennial forb; reproduces from seeds. Egg-shaped purple or white flowers at the top of each stem. Can grow to over 6 feet in height.

Comments: Commonly found in open, sunny areas. Prefers moist habitats such as ditches and rivers, however it appears to be moving to drier areas. Each plant can produce 2,000 seeds that remain viable for 2 years.

Location: Found in one location in Garfield County in Battlement Mesa at the golf course.

Cultural Control: The key to controlling is to eliminate seed production and exhaust the seed bank. Prevent the establishment of new infestation by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over- grazing.

Chemical Control: Treat spring or fall rosettes. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Common teasel* (Appendix A).

CORN CHAMOMILE (*Anthemis arvensis*)

Description: A member of the Sunflower family. Annual. Reproduces from seed. Small daisy-like flowers. Bushy branched plant that grows 10 to 30 inches.

Comments: Most commonly found in moist, poorly-drained soils. Tends to increase in abundance in years of above-average precipitation.

Location: While rare, it is found in Beaver Creek and throughout the County in small numbers.

Cultural Control: Prevent the establishment of new infestations by minimizing disturbance and eliminating seed dispersal. Continue to deplete seed bank from 4 to 6 years. Reseed infested areas to reduce infestation.

Chemical Control: Treat when plant is in rosette or bolting growth stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Corn chamomile* (Appendix A).

CURLY DOCK (*Rumex crispus*)

Description: A member of the Buckwheat family native to Eurasia. Robust, tap- rooted perennial. Grows 2 to 5 feet tall. Stems are erect; leaves basal with curly or wavy margins. Flowers small and in dense green, spike-like clusters.

Comments: Common in wet meadows and along ditch banks.

Location: Scattered throughout the County, in particular the Roaring Fork and Colorado River valleys.

Cultural Control: Treating before the plant seeds is the key to control. Maintain range and pasture in good condition. Promote healthy grass growth through proper irrigation and fertilization. Do not over-graze.

Chemical Control: Apply when plant is in rosette stage, in spring or fall, prior to bolting to eliminate seed production. For specific treatments for rangeland and pasture sites, contact Garfield County Vegetation Management.

CUTLEAF TEASEL (*Dipsacus laciniatus*)

Description: A member of the Teasel family introduced from Europe. Biennial, Reproduces from seed. Egg-shaped purple or white flowers at the top of each stem. Can grow to over 10 feet in height.

Comments: Commonly found in open, sunny habitats. Prefers moist areas such as ditches and rivers, however it appears to be moving to drier areas. Each plant can produce 2,000 seeds that remain viable for 2 years. More aggressive than common teasel.

Location: Not known in Garfield County at this time.

Cultural Control: The key to removing cutleaf teasel is to eliminate seed production and exhaust seed bank.

Chemical Control: Treat spring or fall rosettes. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Cutleaf teasel* (Appendix A).

CYPRESS SPURGE (*Euphorbia cyparissias*)

Description: A member of the Spurge family introduced from Eurasia; an invasive ornamental. Low-growing perennial that overwinters as root and crown tissue. Reproduces from seed. Leaves are stalkless, alternate, narrow and linear to lance-shaped. Flowers are yellowish-green usually turning reddish-green towards maturity.

Comments: Leaves and stems emit a milky, toxic sap when broken. Sap is an irritant and may cause dermatitis or rashes. The soil seed reserve is estimated to be at least 8 years.

Location: Found in the Crystal Springs area and in landscaping situations in Carbondale and Glenwood Springs.

Cultural Control: The most important consideration is replacing it in nurseries with alternative native or non-invasive cultivated plants. Remove plants before seed is set, in moist conditions. Be sure to wear gloves due to the toxic milky sap. Prevent establishment of new infestations by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over-grazing.

Chemical Control: Treat at flowering stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Cypress spurge* (Appendix A).

DALMATIAN TOADFLAX (*Linaria dalmatica*)

Description: A member of the Figwort family introduced as an ornamental from Europe. A creeping, aggressive perennial and escaped ornamental with stems from 2 to 4 feet tall. Flowers are snapdragon-shaped, bright yellow, with orange centers; leaves are waxy and heart-shaped.

Comments: Especially well-adapted to arid sites and can spread rapidly once established. Because of its deep, extensive root system, and heavy seed production, this plant is difficult to manage.

Location: Common in Glenwood Springs, Three Mile Creek, Four Mile Creek and one isolated patch up Slaughter Gulch north of Peach Valley.

Biological Control: The defoliating moth, *Calophasia lunula*, has been released on Dalmatian and yellow toadflax. It may defoliate up to 20% of the leaves of the plant. *Mecinus janthinus*, a stem-boring weevil, is capable of killing a large portion of the above-ground plant by boring into and killing stems where the larvae feed and live.

Cultural Control: Reseed disturbed areas adjacent to toadflax infestation with appropriate perennial grasses.

Mechanical Control: Repeated mowing 2 to 3 times a year will slow spread and reduce seed production.

Chemical Control: Treat at flower stage or in the fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Dalmatian toadflax* (Appendix A).

DAME’S ROCKET (*Hesperis matronalis*)

Description: A member of the Mustard family from Eurasia. Biennial or short-lived perennial forb; a prolific seed producer. Flowers have 4 white or purple petals on terminal stalks. Leaves are lance-shaped with toothed margins and are 2 to 4 inches long and slightly hairy.

Comments: Found most commonly in areas that have moist, well-drained soils and full sun to light shade.

Location: No Name and along Midland Avenue in Glenwood Springs. Cultural Control:

Mechanical Control: Locate and remove plants before seeds are allowed to set. The seed bank must be monitored until it is depleted. Check wildflower seed mix to make sure this plant is not included. Prevent the establishment of new infestations by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over-grazing.

Chemical Control: Treat when plant is in rosette or bolting stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Dame’s rocket* (Appendix A).

DIFFUSE KNAPWEED (*Centaurea diffusa*)

Description: A member of the Aster family introduced from Europe. Biennial or short-lived perennial forb; reproduces from seed. Usually produces a single main, multi-branched stem that is 1½ to 2 feet tall. Flower is white or pink with bracts.

Location: The largest infestation in Garfield County is located west of the Riverbend subdivision southeast of New Castle; scattered along Interstate 70 between Rifle and Parachute and south of Glenwood Springs at the Glenwood Airport and old rodeo grounds and Rifle Creek Golf Course.

Cultural Control: Reseeding of disturbed sites with fast growing grasses helps prevent diffuse knapweed establishment.

Mechanical Control: Hand-pulling has been effective, if repeated persistently over time.

Biological Control: A root-boring weevil, *Cyphocleonus achates*, weakens plants by destroying the root system. The weevil larvae of *Larinus minutus* feed within the seedhead and cause defoliation.

Chemical Control: Apply to spring to early rosette or bolt stage of growth, or fall rosettes. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Diffuse knapweed* (Appendix A).

HOARY CRESS (*Cardaria draba*)

Description: Also known as whitetop. A member of the Mustard family probably introduced from Europe in alfalfa seed. A very competitive, deep-rooted perennial that reproduces by root segments and seed. Grows erect from 10 to 18 inches high and has a grey-white colored leaf. Flowers are white and numerous in compact, flat-topped clusters which give the plant its name.

Comments: One of the earliest perennial weeds to emerge in the spring, producing flowers in May or June. Grows in waste places, cultivated fields and pastures, and is capable of vigorous growth.

Location: Common in Garfield County.

Cultural Control: Mowing or cultivation effectiveness will be increased if other plants like perennial native grasses or alfalfa are seeded in the hoary cress stand as competitors. Maintain range and pasture in good condition. Promote healthy grass growth through proper irrigation and fertilization. Do not over-graze.

Mechanical Control: Removal of top growth is somewhat effective. Repeated treatments may reduce seed production and spread.

Chemical Control: Treat at the early bud stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Hoary cress* (Appendix A).

HOUSTONGUE (*Cynoglossum officinale*)

Description: A member of the Borage family introduced from Europe. Biennial. Prolific seed producer. Grows 1½ to 3 feet high with reddish- purple flowers. Basal leaves resemble a dog's tongue in shape.

Comments: Its small nutlets attach to and are rapidly spread by people, domestic animals, wildlife and vehicles. Grows on ranges, pastures, trails and roadsides and is toxic to horses and cattle, as it contains alkaloids that may cause liver cells to stop reproducing.

Location: Widespread throughout Garfield County.

Cultural Control: Reseed disturbed sites with fast-growing native grasses. Maintain range and pasture in good condition. Promote healthy grass growth through proper irrigation and fertilization. Do not over-graze.

Mechanical Control: Physical removal of the plant at flowering or in early seed formation, by pulling or digging, will break the cycle of the plant.

Chemical Control: Treat in spring or fall rosettes. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Houndstongue* (Appendix A).

JOINTED GOATGRASS (*Aegilops cylindrica*)

Description: A member of the Grass family, Barley tribe. A non-native grass introduced from Turkey. Winter annual, reproduces from seed. Grows 15 to 30 inches tall in erect stems which branch at the base to give the plant a tufted appearance.

Comments: Established in many winter wheat-growing areas of North America. The seeds are very similar in size and shape to wheat seed and therefore are difficult to screen out. Found along roadsides, in waste areas, fields and pastures.

Location: Found in the Harvey Gap area, in West Mamm Creek, in fields adjacent to Parachute Creek, in scattered locations along county roadsides in the Silt and New Castle areas, and in Wallace and Spring Creeks.

Cultural Control: The key to control is to prevent the grass from becoming established in fields by cleaning equipment. Plant competitive native grasses.

Mechanical Control: Tillage can be effective when plants are in the seeding stage. The main goal is to prevent seed production and spread.

Chemical Control: Treat in early spring, late summer, or early fall when the plant is germinating, to prevent seed production. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Jointed goatgrass* (Appendix A).

LEAFY SPURGE (*Euphorbia esula*)

Description: A member of the Spurge family, introduced from Europe. A creeping perennial that grows up to 3 feet tall and reproduces by vigorous root stalks and seed. Roots can extend as deep as 30 feet from a plant that grows 1 to 3 feet tall, with pale green shoots and small yellow-green flowers.

Comments: The plant, including the root, has milky latex that is damaging to eyes and sensitive skin. Extremely difficult to control because of its extensive sprouting root. Adapted to a wide variety of Colorado habitats and very competitive with other plants species. If it becomes established in rangeland, pasture and riparian sites, it may exclude all other vegetation due to its competitive nature.

Location: Primarily found in Wallace and Spring Creeks in western Garfield County. Individual plants have been located throughout Garfield County.

Biological Control: Sheep or goats will graze leafy spurge. If livestock graze it after seed formation, hold animals in a corral for at least 7 days before moving them to an uninfested area to avoid seed spread.

Several flea beetles, *Apthona spp.*, produce larvae that bore into roots and the adults feed on the leaves. *Oberea erythrocephala*, a stem and root crown-mining, long-horned beetle, and *Spurgia esulae*, a shoot tip gall midge, are also available. The leafy spurge hawk moth, *Hyles euphorbiae*, deposits its eggs which then consume the leaves and bracts of the plant.

Cultural Control: Any activity that encourages vigorous grass growth is very important. Over-grazing stresses grasses and makes them less competitive to leafy spurge.

Mechanical Control: Mowing leafy spurge at 14 to 21-day intervals may cause higher susceptibility to fall-applied herbicides.

Chemical Control: Treat after full bloom or in the fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Leafy spurge* (Appendix A).

MAYWEED CHAMOMILE (*Anthemis cotula*)

Description: A member of the Sunflower family introduced from Europe. A bushy annual that reproduces prolifically from seed. Mature plants are one-half to 2 feet tall with finely dissected alternate leaf structures. White ray flowers.

Comments: Each plant is capable of producing 960,000 seeds that are viable for up to 6 years. The most distinguishing feature is the unpleasant odor it emits. Most commonly found in a wide range of soils but prefers moist poorly-drained soils. Increases in abundance in years of above-average precipitation. Can cause skin rashes, blistering of livestock muzzles, and irritation to the mucous membranes of grazing livestock. Can impart a strong flavor to the milk of dairy animals.

Location: While rare, may be found in Beaver Creek and throughout the County in small numbers.

Cultural Control: Prevent establishment of new infestations by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over-grazing. Mowing is an effective method before the seed is set. Perennial grasses should be reseeded for several years. Seed bank must be monitored for 4 to 6 years.

Chemical Control: Treat from rosette to bolting stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Mayweed chamomile* (Appendix A).

MEADOW KNAPWEED (*Centaurea nigrescens*)

Description: A member of the Sunflower family introduced from Europe as a forage species. Perennial. Reproduces from seed. Pink to purple flower heads that are solitary at the tips of branches. Grows 20 to 40 inches with many branches. Leaves up to 6 inches long and 1 inch wide.

Comments: When disturbed, has the ability to re-sprout from root and crown fragments. Found most commonly in moist sites, irrigated pastures, moist meadows, river banks, streams, irrigation ditches, roadsides and openings in forested area.

Location: Found in the upper Dry Hollow area south of Silt.

Cultural Control: Prevent the establishment of new infestations by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over-grazing. Since meadow knapweed has only been found in small quantities in Colorado, preventing populations from spreading is the most important consideration. Eradication requires intensive work to eliminate seed dispersal and deplete the seed bank. An integrated management plan utilizing hand-pulling, herbicides and cultural remediation is the most effective method.

Chemical Control: Treat in spring to early summer during bolting to bud growth stages or in fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets
– *Meadow knapweed* (Appendix A).

MEDITERRANEAN SAGE (*Salvia aethiopsis*)

Description: A member of the Mint family introduced from northern Africa. Biennial or short-lived perennial. Reproduces from seed. Very hairy rosette of leaves during both the first and second years. During the second year the plant bolts and sends up stems that end in white to yellowish-white flower clusters. Flowers will eventually form 4 nutlets with dark veins.

Comments: When crushed, the leaves have a pungent odor. Most commonly found on rangeland but will invade riparian areas, forests, roadsides and dry pastures. Prefers south-facing slopes in loose, gravelly, well-drained soils. Once established, has the capability to adapt to numerous conditions and form dense monocultures. In the fall of the second year, the stem breaks off and forms a tumbleweed, dispersing 100,000 seeds. Unpalatable to livestock.

Location: The only known County location is on the south-facing slope surrounding the No Name Tunnel on Interstate 70 and along the Colorado River bikepath.

Cultural Control: Prevent establishment of new infestations by minimizing disturbance and seed dispersal while keeping native community healthy. Maintain healthy pastures and avoid over-grazing. Hand pull or shovel when soil is moist, before flowering, and turn over to dry out. If flowering, collect specimens and bag them carefully to collect all seeds. Seed bank must be monitored for years. Sites must be monitored for 10 years after plant is eradicated.

Chemical Control: Apply in spring during rosette to bolting growth stages. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Mediterranean sage* (Appendix A).

MUSK THISTLE (*Carduus nutans*)

Description: A member of the Aster family introduced from Eurasia. A winter annual or biennial; reproduces from seed. First year growth is a large, compact rosette from a large, fleshy, corky taproot. Second year stem is erect, spiny, 2 to 6 feet tall and branched at the top. Waxy leaves dark green with light green midrib and mostly white margins; flowers purple or occasionally white.

Comments: Commonly found in pastures, roadsides and waste places. Prefers moist bottomland soil, but can also be found on drier uplands.

Location: Scattered throughout the County; heaviest in the Crystal River Valley.

Cultural Control: Musk thistle, like other biennial thistles, thrives on disturbance. The best management is to minimize disturbance. If it does occur, be certain to revegetate with competitive grasses.

Biological Control: A weevil, *Trichosirocalus horridus*, attacks the crown area of the rosettes and weakens the plant before it bolts. This weevil has reduced stand density in areas where it has become well established.

Chemical Control: Treat rosettes in spring or fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Musk thistle* (Appendix A).

MYRTLE SPURGE (*Euphorbia myrsinites*)

Description: A member of the Spurge family introduced from Eurasia as an ornamental. Perennial. Reproduces from seed. Capable of projecting seeds up to 15 feet. Blue-green waxy leaves. Plants emit a toxic milky latex when stems are broken. Flowers yellow-green petal-like bracts that appear from March to May.

Comments: A popular plant in xeriscapes and rock gardens. Prefers sunny to partly sunny areas in well-drained soils. Poisonous if ingested; milky sap causes blisters upon contact. Most important consideration is replacing it in nurseries with alternative native or non-invasive cultivated plants. Remove plants before seed is set, in moist conditions.

Location: Fairly common in Glenwood Springs and Battlement Mesa. Isolated patches have been found in Westbank, Peach Valley and New Castle.

Cultural Control: Area must be monitored for 9 years after last flowering plant is eradicated. Prevent the establishment of new infestation by minimizing disturbance and seed dispersal, while keeping native community healthy. Maintain healthy pastures and avoid over- grazing.

Mechanical Control: Hand pull or dig when soil is moist. Make certain to pull all the roots and wear rubber gloves and eye protection to protect yourself from the toxic milky sap. Treatment follow-up is important to check root fragment re-sprouts that will occur when the taproot is not completely removed.

Chemical Control: Treat at flowering stage in spring or fall regrowth. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Myrtle spurge* (Appendix A).

OXEYE DAISY (*Chrysanthemum leucanthemum*)

Description: A member of the Aster family; a native of Eurasia. Rhizomatous perennial, escaped ornamental. White ray and yellow disk flowers, which bloom from June through August.

Comments: Commonly sold in wildflower seed mixes or transplanted as an ornamental despite its tendency to crowd out more desirable vegetation.

Location: A rapidly spreading weed in Garfield County on the increase along Main Elk Creek, East Elk Creek, Canyon Creek, Crystal Springs, Missouri Heights and Four Mile Creek.

Mechanical Control: Hand pull or dig when soil is moist.

Chemical Control: Treat at flowering stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Oxeye daisy* (Appendix A).

Education: The key to oxeye daisy management is to create an awareness among homeowners, nurseries, landscapers and landscape architects that oxeye is a noxious weed and therefore should not be specified in plantings, sold in nurseries or planted in home gardens or large-scale landscape projects.

PERENNIAL PEPPERWEED (*Lepidium latifolium*)

Description: A member of the Mustard family introduced from southern Europe and western Asia as a contaminant in sugar beet seed. Perennial. Reproduces from seed, roots and shoots. One to over 3 feet in height and has waxy leaves with a white midrib. White flowers in dense round clusters at branch tips.

Comments: Can grow in a variety of habitats but frequently found in moist soils such as riparian areas, wetlands, marshes, irrigation ditches, canals and floodplains. Alters ecosystems by acting as a “salt pump,” pulling salts from deep in the soil and excreting them on the surface. Change in soil pH alters biodiversity drastically and decreases agriculture and pasture production. Extremely invasive. The best method is prevention. In order to control this plant intensive use of herbicides and revegetation must be utilized.

Location: Scattered throughout central to western Garfield County, with the largest infestation found along Parachute Creek.

Cultural Control: Prolonged spring flooding of new growth will kill pepperweed. Reestablishment of native and desired plants can take years. Re- plantings must be repeated.

Chemical Control: Apply when plant is in bolting to early flower growth stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Perennial pepperweed* (Appendix A).

PLUMELESS THISTLE (*Carduus acanthoides*)

Description: A member of the Aster family introduced from Eurasia. Winter annual or biennial; prolific seed producer. Distinguished from musk thistle by smaller flowers from ½ to 1 inch in diameter. Leaves lack prominent white margin present on musk thistle leaves. May grow to 5 feet or more. Flowers reddish-purple, either solitary or clustered.

Comments: Found in pastures, river valleys and along roadsides.

Location: Common in southern Garfield County; rapidly spreading south of Battlement Mesa.

Biological Control: A weevil, *Trichosiocalus horridus*, attacks the crown area of rosettes and weakens the plant before it bolts. This weevil has reduced stand density in areas where it has become well established.

Cultural Control: Like other biennial thistles, it thrives on disturbance. The best management is to minimize disturbance and revegetate with competitive species.

Mechanical Control: Mowing is generally not effective due to the plant's capacity for rapid regrowth. Hand cutting is not effective unless there are repeated follow-up treatments and should only be conducted if there is a commitment to follow-up efforts. Plumeless tends to branch out where it is cut and then re-flowers. Pulling can be very effective, especially after a light rain. Hand-pulling with a good set of gloves is preferable to shoveling which disturbs the ground creating a potential seedbed for future infestations.

Chemical Control: Treat rosettes in spring or fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Plumeless thistle* (Appendix A).

POISON HEMLOCK (*Conium maculatum*)

Description: A member of the Parsley family. A biennial forb native to Europe. Grows 4 to 10 feet tall. Has white flowers in an umbrella-like cluster. Leaves are shiny green and finely divided, with a musty odor.

Comments: Seeds may remain viable in soil for about 3 years. All parts of the plants are highly poisonous. Found along streams, ditch banks and pasture borders. Highly poisonous.

Location: Garfield and Baldy Creeks.

Cultural Control: The key to control is containment and prevention. Pulling the taproot when the soil is moist can be effective. When the plants are present, the use of herbicides is critical.

Biological Control: Larvae of the hemlock moth, *Agonopterix alstroemeriana*, feed on the leaves, stem, flowers and seeds causing severe defoliation and death of the plant.

Mechanical Control: Deplete root reserves and reduce seed production with repeated mowing.

Chemical Control: Treat in early spring. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Poison hemlock* (Appendix A).

PURPLE LOOSESTRIFE (*Lythrum salicaria*)

Description: A member of the Loosestrife family introduced from Europe; an escaped ornamental. Prolific seed producer, able to produce over 10,000 seeds per square yard. Erect, square stem; can reach 1½ to 8 feet tall. Magenta-colored flowers.

Comments: Highly aggressive invader species found in most wetland sites throughout the state. If left unchecked, a wetland will eventually become a monoculture of loosestrife, posing a severe threat to waterfowl habitat and impeding water flow in irrigation ditches.

Location: Tara Park in Silt and the Westbank subdivision in Glenwood Springs.

Mechanical Control: Include hand-pulling, mowing and flooding. Hand-pulling is effective only on small plants, when infestations are detected early. The root system must be completely removed, since the root sections can sprout and form new plants.

Chemical Control: Cut and properly dispose of flower heads before chemical treatment. Treat in summer. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Purple loosestrife* (Appendix A).

RUSSIAN KNAPWEED (*Acroptilon repens*)

Description: A member of the Aster family introduced from Europe. Perennial that reproduces from seed with an extensive underground root system. Ridged stems are stiff and 1 to 3 feet high, with thistle-like flowers that are lavender to white.

Comments: Very difficult to control or eradicate once it becomes established. Grows in cultivated fields, along ditch banks, fence rows, roadsides and in waste places. Toxic to horses, and will cause death if consumed over a period of time.

Location: Very common in Garfield County; most common in Dry Hollow, Silt Mesa and Missouri Heights.

Cultural Control: A single control strategy such as mowing or an herbicide usually is not sufficient. Tends to form monocultures by eliminating other plants. Sowing desirable plant species is necessary after the weed is controlled. Research indicates that the native grasses streambank wheatgrass and thick-spike wheatgrass will establish in an area after Russian knapweed is suppressed with herbicides. If the stand is not too old and grasses are still present, stimulating grass growth by irrigation, where possible, should increase grass competition with knapweed and keep it under continual stress.

Mechanical Control: Repeated mowing combined with herbicide applications will gradually stress the plant.

Chemical Control: Treat in spring to bud stage or to dormant plants in fall after the first freeze. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Russian knapweed* (Appendix A).

RUSSIAN OLIVE (*Elaeagnus angustifolia*)

Description: Member of the Oleaster family. A hardy, fast-growing tree from Europe, Russian olive has been promoted for windrow and ornamental plantings. Many reach heights from 10 to 25 feet. Trunks and branches armed with 1 to 2 inch woody thorns. Leaves covered with small scales which give the foliage a distinctive silvery appearance. Fruit berry-like and silvery when first formed but turns brown at maturity.

Comments: Once imported as a wind-break, it has spread to riparian areas throughout the County where it is becoming the dominant plant. It has invaded cottonwood areas along streams, and impacted wildlife and bird habitat.

Location: Very common along the Colorado River and other drainages especially between Silt and Rifle in western Garfield County.

Cultural Control: Plant native trees or less aggressive introduced trees. In riparian areas, establish native riparian vegetation.

Mechanical Control: Small trees may be controlled mechanically by using an appropriate tool or shovel.

Chemical Control: Treatments include cut-stump, foliar or basal bark. Timing varies; avoid late spring and early summer during heavy sap flow. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Russian olive* (Appendix A).

SALT CEDAR (*Tamarix ramosissima*, *Tamarix parviflora*)

Description: A member of the Tamarisk family. Deciduous or evergreen shrub or small tree, 5 to 25 feet tall.

Comments: May live 50 to 100 years. Tolerance to saline and alkaline soil and water. Copes with high concentrations of dissolved solids by absorbing them through its roots and excreting salts through glands in its stem and leaves which eventually form a saline crust on the soil. A

single plant of salt cedar will use about 200 gallons of water a day while it is actively growing. Leaves small and scale-like, on highly branched slender stems. *Ramosissima* flowers are 5-petaled and pink to white; *Parviflora* flowers are 4-petaled.

Location: Widespread throughout Garfield County in riparian areas.

Biological Control: Tamarisk leaf beetle, *Diorhabda carinulata*, has been released along the mainstem of the Colorado River in western Garfield County and some tributaries, and is now established. Adult and larvae cause defoliation.

Cultural Control: Establish native riparian vegetation.

Mechanical Control: Historically, salt cedar management projects have included root plowing and raking, dozing, mowing and prescribed burning. These methods provide only short-term benefits and are labor intensive.

Chemical Control: Treatments include cut-stump, foliar or basal bark. Timing varies; avoid late spring and early summer during heavy sap flow. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Salt cedar* (Appendix A).

SCENTLESS CHAMOMILE (*Tripleurospermum perforata*)

Description: A member of the Sunflower family introduced from Europe. Annual, biennial or short-lived perennial forb; reproduces by seed. Flowers are daisy-like with 1 yellow centered flower with white petals for every stem. Leaves are alternate, finely divided, fernlike, odorless when crushed. Stems can grow 3 to 6 feet tall.

Location: While rare, may be found throughout the County in small numbers.

Comments: Scentless chamomile is most commonly found in moist areas such as hayfields, pastures, roadsides, stream banks, fence lines and drainages. A single plant can produce 300,000 seeds. Has the potential to be devastating in agricultural settings because it causes blistering on livestock muzzles and irritation to mucous membranes.

Cultural Control: Any practice that aids in the establishment of forage into a firm moist seedbed will help reduce growth. Integrated management is the most effective method for controlling scentless chamomile. A combination of tillage, herbicide and competitive cropping can be very effective in preventing seed production and crowding out infestations.

Chemical Control: Treat in rosette or bolting stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Scentless chamomile* (Appendix A).

SCOTCH THISTLE (*Onopordum acanthium*)

Description: A member of the Aster family introduced from Europe or eastern Asia. A biennial that can reach a height of 8 feet. Rosette forms the first year and can have leaves up to 2 feet long and 1 foot wide.

The second year the plant produces flowers that are reddish-purple to violet.

Comments: Found primarily along roadsides and railroads, but can become an impassable obstacle to livestock on rangeland and pastures.

Location: Common in the County. The worst infestations are located between Glenwood Springs and New Castle.

Cultural Control: Reseed disturbed sites with appropriate perennial grasses.

Mechanical Control: Digging the plant at the rosette stage is effective.

Chemical Control: Treat rosettes in spring or fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Scotch thistle* (Appendix A).

SPOTTED KNAPWEED (*Centaurea stoebe*)

Description: A member of the Aster family, native to central Europe. Short-lived, non-creeping perennial that reproduces from seed and forms a new shoot each year from a taproot. One or more shoots up to 4 feet tall. Flowers lavender to purple.

Comments: Occupies dry meadows, pastures, stony hills, roadsides and the sandy or gravel flood plains of streams and rivers, where soils are light textured, well-drained and receive summer precipitation. Tolerates dry conditions similar to diffuse knapweed, but will survive in higher moisture areas as well. One of the most invasive, aggressive weeds to plague the western United States.

Location: Scattered, isolated patches are increasing in the County. A large infestation is located just west of the Riverbend subdivision southeast of New Castle. Also North Dry Fork northwest of DeBeque, the East Divide area, Cardiff area south of Glenwood Springs, and Battlement Creek.

Biological Control: A root-boring weevil, *Cyphocleonus achates*, weakens plants by destroying the root system. The weevil larvae of *Laritanus minutus* feed within the seedhead and cause defoliation.

Cultural Control: If desirable grass competition is evident in spotted knapweed stands, judicious herbicide application that does not injure grasses may release them to compete effectively with the weeds. Irrigation may help stimulate grass competition in these cases. Seeding suitable perennial grasses is necessary to prevent weed reinvasion.

Chemical Control: Treat spring or fall rosettes. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Spotted knapweed* (Appendix A).

SULFUR CINQUEFOIL (*Potentilla recta*)

Description: A member of the Rose family introduced from Eurasia. Perennial, reproduces from seed. Leaves are palmately compound with 5 to 7 toothed leaflets. Flowers light yellow with 5 petals, seeds are coated with a net-like pattern.

Comments: Most commonly found in disturbed areas such as roadsides and pastures. Prefers dry, sandy, gravelly and rocky soils that receive 13 to 50 inches of annual precipitation. Unpalatable to livestock due to a high concentration of phenolic tannins. Can live for 20 years.

Location: Found in South Canyon.

Cultural Control: Small infestations can be controlled by hand pulling while larger infestations are commonly controlled with herbicides. Re-vegetation should focus on improving the competitiveness of native communities. Increasing the competitiveness of native communities can prevent the establishment of sulfur cinquefoil. As with all weeds, disturbance and bare ground should be avoided.

Chemical Control: Treat anytime during the growing season. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Sulfur cinquefoil* (Appendix A).

YELLOW STARHISTLE (*Centaurea solstitialis*)

Description: A member of the Aster family introduced from Europe. Annual; prolific seed producer. Grows two to 3 feet tall. Flowers are yellow, located singly on ends of branches, armed with sharp straw-colored thorns up to $\frac{3}{4}$ inches long.

Comments: In California alone, this plant has infested more than 20 million acres. “Chewing disease” results when horses are forced to eat yellow starthistle.

Location: No known infestations in the County, however there have been reports in the past of single plant infestations.

Biological Control: A seed-feeding beetle, *Bangasterus orientalis*, has been released in California and Idaho. Seed weevils and seed flies have also been released.

Cultural Control: Vigorous competitive grass is essential to maintain a plant community's resistance to starthistle invasion.

Mechanical Control: Mowing or cutting is rarely effective.

Chemical Control: Treat during rosette growth stage. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Yellow starthistle* (Appendix A).

YELLOW TOADFLAX (*Linaria vulgaris*)

Description: A member of the Figwort family sometimes called common toadflax or “Butter and Eggs.” Introduced from Europe. Escaped ornamental perennial reproducing by seed and rootstalk. Flowers bright yellow with deep orange centers that resemble the snapdragon.

Comment: Has now become a serious problem to rangelands and mountain meadows. Does well in all types of soils. Its displacement of desirable grasses not only reduces ecological diversity, but also reduces rangeland value and can lead to erosion problems. Because of its early vigorous growth, extensive underground root system and effective seed dispersal methods, yellow toadflax is difficult to control.

Location: Infests thousands of acres in the Flat Tops Wilderness. Increasing in the Lookout Mountain area above Glenwood Springs.

Biological Control: The defoliating moth, *Calophasia lunula*, has been released on Dalmatian and yellow toadflax. It may defoliate up to 20% of the leaves of the plant. *Mecinus janthinus*, a stem-boring weevil, is capable of killing a large portion of the above-ground plant by boring into and killing stems where the larvae feed and live.

Cultural Control: Attempt to maintain competitive communities of desirable species. Reseed any open ground with perennial grasses to prevent invasion by other weed species.

Education: The key to management of escaped ornamentals is to create awareness among homeowners, nurseries, landscapers and landscape architects that yellow toadflax is a noxious

weed and therefore should not be specified in plantings, sold in nurseries or planted in home gardens or large-scale landscape projects.

Mechanical Control: Digging and pulling where feasible can provide effective control if conducted annually for 10 to 15 years.

Chemical Control: Treat at flowering through fall. For specific treatments for rangeland and pasture sites, refer to the Colorado Department of Agriculture Fact Sheets – *Yellow toadflax* (Appendix A).

2.06 Identification of Native and Noxious Thistles

A. Colorado has several species of thistle which are native and do not cause the problems of the noxious species. Some of them are very rare. An excellent reference guide is “Thistles of Colorado,” published by the Larimer County Weed District. Native thistles share these characteristics:

1. They have mostly white, sometimes very pale lavender flowers and are more succulent than the noxious species. The flowers may have a hairy or fuzzy appearance and stems of some species are reddish.
2. They are valuable to pollinators and wildlife and contribute to biodiversity.
3. They are sometimes inadvertently sprayed, pulled, clipped or dug up because they are confused with noxious, non-native thistles.
4. Among the native thistles in Garfield County are Barneby’s thistle (*Cirsium barneybi*), fringed thistle (*Cirsium centaureae*), Fish Lake thistle (*Cirsium clavatum* var. *americanum*), Rocky Mountain thistle (*Cirsium perplexans*), and adobe thistle (*Cirsium perplexans*). These may also be present in the City of Glenwood Springs.

B. Five introduced thistle species include Canada, musk, plumeless, bull and Scotch.

1. Canada thistle is a perennial and has an extensive root system.
2. Plumeless, Scotch and musk thistles are biennials. They are relatively shallow- rooted and reproduce by seed only.
3. Canada and plumeless are often mistaken for each other. It is very simple to tell them apart:
 - a) Canada has a smooth stem; plumeless has a spiny stem and leaves.
 - b) The bracts under the flower of Canada are spineless; bracts under the leaves of plumeless appear as sharp spines.
 - c) The flowers of musk thistle are about 3 times larger than those of Canada or plumeless.
4. Musk thistle seedlings have a very prominent white midrib.
5. Scotch thistle leaves are larger than those of the other thistles. They grow up to 2 feet in length and 1 foot wide. The leaves are covered with dense hairs which give them a grey appearance.
6. The leaves of bull thistle are deeply lobed and spiny with prickly hair above and cottony hair below. Canada leaves are smooth above and smooth or hairy below.
7. All of the biennial thistles may grow to heights of greater than 6 feet. Canada thistle may grow from 1 to 4 feet tall.

SECTION III - JURISDICTIONAL OVERVIEW OF AREAS OF INFESTATION

3.01 Overview

It is the goal of The City of Glenwood Springs to develop and implement a comprehensive noxious weed management program on all City-owned property and to be available as a resource for private landowners and public land managers. The City has adopted an “early detection, early treatment” policy for the purpose of establishing priorities. Early detection involves identification and documentation of recently introduced weed species into an area. Early treatment is the follow-up that could possible eradicate new infestations.

3.02 City of Glenwood Springs: Streets/Roadsides, Airport, Landfill

The City of Glenwood Springs has specific responsibilities as described in the Colorado Noxious Weed Act (See Section 1.03 of this plan). As of February 2010, the City has had a representative on the County Weed Advisory Board which serves in an advisory capacity. This cooperation does not preempt the above-stated responsibilities. Listed below are general descriptions of the weed issues in the City of Glenwood Springs. The list is meant to provide institutional memory as to where key species are known to occur. The list is not all-inclusive.

The suggested goal is to manage all noxious weeds in accordance with the latest version of State Rules and Regulations Pertaining to the Noxious Weed Act (8CCR 1206-2).

1. Key Species: Myrtle spurge (List A), Dalmatian toadflax, diffuse knapweed, tamarisk, Scotch thistle, plumeless thistle, sulfur cinquefoil, oxeye daisy.
2. Locations:
 - a. South Canyon Landfill: Scotch thistle.
 - b. South Canyon Parklands: Scotch thistle, tamarisk, Dalmatian toadflax, sulfur cinquefoil, oxeye daisy.
 - c. Glenwood Springs Airport and rodeo grounds: Dalmatian toadflax, diffuse knapweed.
 - d. Two Rivers Park: Tamarisk, Russian Olive
 - e. Midland Avenue: Dalmatian toadflax

B. Streets/Roadsides: Glenwood Springs has over 43 miles of streets. The street/roadsides shall be managed for weeds on the City’s noxious weed list, Garfield County listed weeds and Colorado listed weeds designated for eradication.

1. A Priority List of roads will be established each growing season based upon input from the Parks and Recreation Department, the public and past observations by staff. Roadsides will be selectively spot-treated for noxious weeds.
2. There will be no general herbicide applications to non-listed weeds unless specifically requested by the Parks and Recreation Department to treat a roadside for safety and sight reasons or to protect new paving.
3. Roadside treatment will start in mid- April. Each street on the Priority List will be treated at least twice. If time and workload allows some of the heavily infested roadsides will be treated a third time.

C. Airport: The Airport will be treated on an as-needed basis for noxious weeds.

D. Landfill: The City of Glenwood Springs Landfill will be treated on an as-needed basis for noxious weeds.

3.03 State Land

A. Colorado Department of Transportation's state highways in the City of Glenwood Springs are Highways 82 and U.S. Highway 6&24. These highways are managed for noxious weeds by CDOT through their offices in Glenwood Springs, Grand Junction and Craig

1. Goals:

a. Manage all noxious weeds in accordance with the Garfield County Weed Management Plan and the latest version of State Rules and Regulations Pertaining to the Noxious Weed Act, (8CCR 1206-2).

b. Establish an intergovernmental agreement with CDOT that enables the City to perform weed management on a very limited basis. The major responsibility for weed management would still lie with CDOT.

2. Key Species:

a. Interstate 70: Diffuse knapweed, spotted knapweed, Russian knapweed, Scotch thistle, Russian olive, tamarisk.

b. Highway 82: Plumeless thistle, Canada thistle, Russian knapweed.

c. Highway 6&24: Diffuse knapweed, Russian knapweed, Scotch thistle, Canada thistle, whitetop.

B. Garfield County is available to provide technical assistance and weed identification upon request.

3.04 Railroad

The Union Pacific Railroad owns the rail line that generally runs parallel to Interstate 70 from Glenwood Canyon to the Mesa County line. Garfield County worked with other Western Slope counties to develop a weed management plan for UP in 2010. Portions of the rail line between Glenwood Springs and Rifle were mapped by the County in 2009 with the cooperation of UP.

A. Suggested Goal: Manage all noxious weeds in accordance with the Garfield County Weed Management Plan and the latest version of State Rules and Regulations Pertaining to the Noxious Weed Act (8CCR-1206-2).

B. Key Species: Scotch thistle, tamarisk, Russian knapweed, whitetop, Russian olive, common tansy, Chinese clematis.

SECTION IV - IMPLEMENTATION OF WEED MANAGEMENT PLAN

4.01 Objectives and Goals

A. Management Goals for Weed Species. Management goals will vary from species to species, by location and over time.

1. For some species, such as Colorado List A species, complete eradication of existing infestations and total suppression of newly identified infestations is mandated by State law.
2. Containment of existing intentional plantings, exclusion of seed from new wildland or open space mixes and elimination of targeted escaped infestations are goals for certain ornamentals such as oxeye daisy.
3. Russian knapweed, tamarisk and Russian olive infestation are so widespread that they must be managed, in many cases, merely for containment and reduction in the rate of spread. Eradication of these stands may only be viewed as unlikely in some instances or as a long range objective.

B. Objectives:

1. Develop and implement a comprehensive noxious weed management program on all City-owned property.
 2. Educate the public concerning weed management issues.
 3. Foster a spirit of cooperation among federal, state and local government agencies and private landowners.
 4. Work with other government agencies and departments to institute Best Management Practices and policies that stress prevention as a weed management tool.
 5. Promote and use integrated management techniques.
 6. Establish and maintain healthy plant communities with native or beneficial vegetation.
 7. Restore and maintain desirable plant communities and healthy ecosystems in the City of Glenwood Springs.
 8. Stop the spread of noxious weeds to non-infested lands.
 9. Contain heavily weed-infested areas.
 10. Implement Title 35, Article 5.5, of the Colorado Weed Management Act (8CCR 1206-2).
- C. In all cases, revegetation either from the existing seed bank or through supplemental planting must be included as a management goal. Without revegetation, disturbed or denuded soils invite weed infestation.

4.02 Prevention and Detection

Prevention is the highest priority weed management technique on non-infested lands. Among government officials, land managers, farmers, ranchers and the general public there is a growing recognition that protecting weed-free plant communities is the most economical and efficient land management practice.

A. Weed-free plant communities:

1. Provide essential wildlife habitat and forage.
2. Save ranchers and farmers many billions of dollars in labor costs and lost production.
3. Ensure aesthetic and recreational qualities of an area.
4. Prevent soil erosion and improve water quality. The spread of noxious weeds is most likely to occur where soil has been disturbed either by human activities such as road and trail cuts,

construction sites, the spread of gravel, road fill and topsoil contaminated with noxious weed seed, or over-grazing.

B. Exotic plants and seeds such as oxeye daisy, purple loosestrife, chicory, toadflax and Russian olive escape from our yards and gardens. Since they are attractive and establish themselves quickly, they are popular with landscapers and gardeners for ornamental planting and may be purchased through nurseries. They have the same ability to dominate and spread, however, as other better known noxious weeds.

C. Other methods of weed introduction include:

1. Contaminated seed, feed grain, hay, straw and mulch.
2. Movement of contaminated equipment, cars, bikes, etc. across uncontaminated lands.
3. Animal fur, fleece, human clothing.
4. Dried flower arrangements.

D. Prevention is best accomplished by ensuring that new weed species seed or vegetative reproductive plant parts are not introduced into new areas, and by early detection of any new weed species before they become widespread.

E. Strategies to prevent the introduction or establishment of noxious weeds in areas not already infested include:

1. Identification and eradication of small, new infestations.
2. Continuous monitoring and evaluation to prevent recurrence.
3. Identification of existing conditions, disturbances and activities that represent a potential threat to native habitat.
4. Identification of recently introduced weed species that represent a future threat.
5. Timely revegetation and reclamation of disturbed sites using appropriate native plant species.
6. The use of weed-free seeds and mulch.
7. County-wide promotion of the Colorado Weed Free Hay and Forage program.
8. Prioritization of weed management along areas of entry and dispersal.
9. Discouraging the sale of weedy ornamental plants and seed packets that contain weeds.

4.03 City of Glenwood Springs Gravel Purchase Guidelines

A. The City shall require the following before agreeing to purchase any gravel for City projects:

1. The gravel pit shall be inventoried and mapped by the pit operator for all plant species on the City's noxious weed list on an annual basis.
2. The gravel pit operator shall provide the City with a weed management plan. Noxious weeds shall be treated prior to seed formation.
3. The gravel pit operator must supply the City with a detailed treatment record.
4. The City will inspect the pit, the inventory and the application records 2 weeks prior to the purchase of gravel or other aggregates.

4.04 Education and Awareness

A. Education must play a major role in implementing the weed management plan.

Groups targeted for public education include golf course managers, homeowner associations, private citizens, housing developers, gardeners, landscapers, nurseries, public and private land management agencies, recreational users, youth groups, and schools.

B. A partnership of the public and private sectors, along with awareness of noxious weeds and the problems they cause, is essential to maintain or create plant communities that are free of noxious weeds.

C. Knowledge about how to identify weeds, how and where weeds are spread and what it takes to manage weeds is needed.

D. Continuation and expansion of current educational programs as well as the development of new programs is a priority of the City of Glenwood Springs' Noxious Weed Management Plan.

E. The City of Glenwood Springs and other governmental agencies will provide this instruction. Workshops will be held throughout the year to enhance public awareness.

F. Opportunities for education include:

1. Updates on City's Website.
2. Widespread distribution of informative printed material.
3. Offering weed tours and talks to the public.
4. Private applicator certification, applicator safety and laws and regulations.
5. Proper calibration of spraying equipment.
6. Contacting area nurseries, landscapers and landscape architects to emphasize the problems created by escaped ornamentals.
7. Cooperation with local media to disseminate weed information.
8. Custom weed management recommendations for individual landowners.

4.05 Land Stewardship

The Colorado Noxious Weed Act requires that all property owners use integrated methods to manage noxious weeds. Weed management must be ongoing, requiring an integrated approach in which proper land stewardship practices are utilized. Most weed species, if detected early, can be managed.

A. Strategies for implementing a noxious weed management plan:

1. Identify your plants.
2. Understand the target weed. Does it reproduce by seed or roots or both?
3. Maintain inventory maps.
4. Develop a noxious weed database.
5. Develop site-specific weed management plans in cooperation with other individual landowners and public agencies.
6. Develop a decision-making process that uses site-specific information to make decisions about treatment choices.
7. Develop a long-term strategy including regular monitoring of treatment areas.
8. Correct the situation or practices that allowed the weeds to spread.
9. Take necessary action.

B. Maintaining land that is free of weeds is good stewardship. Landowners who do not manage their weeds place their neighbors' land at risk.

4.06 Revegetation

A crucial part of any weed management plan is the reintroduction of site-appropriate vegetation.

A. Establishing a desirable plant community after noxious weeds have been removed from a highly infested area requires timely cultivation and reseeding.

B. Since the seeds from noxious weeds may lay dormant for many years, removing all visible signs of the noxious weeds does not ensure against their return.

C. Revegetation can help prevent the germination of weed seeds. It is important to inspect the land regularly to identify and treat small, new infestations.

D. For proper revegetation, managed irrigation of dry areas and reseeding are essential to establish desirable communities.

E. Native plants are most appropriate when the goal is restoration of native habitat.

F. Weed-free seeds of native Colorado grasses, wildflowers or plant species appropriate to the site may be purchased, but the best source for seeds is from native species that grow in the immediate vicinity of the infestation. They will be best adapted to local conditions and will help maintain local integrity and genetic viability.

G. Using native plants or seeds to revegetate disturbed land reduces degradation of native ecosystems, reduces the need for herbicides and conserves water resources.

H. Native plants provide broad biological diversity and help keep the Colorado landscape from being irrevocably altered by non-native species.

I. When the goal is reclamation – reseeding for quick ground cover establishment or erosion control – it may be appropriate to use introduced, non-aggressive grasses and forbs.

J. Contact the Natural Resources Conservation Service or Colorado State University Extension for specific seeding recommendations. General seeding recommendations:

a) Study all vegetation in the area and surrounding areas. b) Preserve plant species native to Colorado.

c) Test the soil for pH balance.

d) Retain and utilize as much on-site topsoil as possible.

e) Select a predominant species that is appropriate to the site. Then choose a few complementary species to provide a balanced plant community.

f) Choose plants that are healthy, vigorous and pest-free. g) Use weed-free, non-hybrid seeds.

h) Avoid commercial seed packets containing exotic plant species.

i) Confirm viability and purity of seed through seed testing from an accredited seed testing lab.

j) When choosing seeding rates, consider the guidelines provided by the Natural Resource Conservation Service. Fact sheets are available for individual species at the USDA-NRCS Plants Database website: <http://plants.usda.gov/java/factSheet>.

4.07 Requirements – Reclamation/Revegetation Plan, Soil Management Plan and Security

Various land use change permits processed through the Community Development Departments (e.g. grading, pipeline, and Land Use Change permits) may require a Reclamation/Revegetation and Soil Management Plan which includes a Weed Management Plan.

A. Soil Plan to include:

1. Provisions for salvaging on-site topsoil.
2. Timetable for eliminating topsoil and aggregate piles.
3. Provision for soil cover if any disturbances or stockpiles that sit exposed for a period of 90 days or more.

B. Reclamation/Revegetation Plan to include:

1. Plant material list and seed mix. Specifically, scientific names and common names and the application rate in terms of Pure Live Seed per acre.
2. Planting schedule which includes timing, methods, mulching and provisions for watering, if applicable.
3. A map of the impacted area with a calculation of the surface area of disturbance in acres of the disturbed area, at preliminary plan.
4. A Weed Management Plan for all listed City, Garfield County and State of Colorado listed noxious weeds that are targeted for statewide eradication. The Plan will include a site specific map and weed inventory. A Weed Management Plan is required if an area 1 acre or greater is disturbed for the purposes of site construction, development or grading but not including areas serving the long- term function of the site such as building footprint, road surface or permanent parking areas.
5. A revegetation security in cash, bond or letter of credit.
6. Agricultural practices are exempt from revegetation requirements unless they are in association with a subdivision or land use proposal.

C. A financial security may be required for revegetation if, in the determination of the City, the proposed project has:

1. A potential to facilitate the spread of noxious weeds.
2. A potential to impact watershed areas.
3. A potential for visual impacts from public viewing corridors.
4. Steep slopes of 15% or greater or unstable areas.
5. Disturbs large areas of 1 acre or greater where topsoil is exposed for the purposes of site construction, development or grading but does not comprise the long term functioning of the site (i.e. building footprint, road surface or permanent parking areas).

D. The revegetation security will be in an amount to be recommended by the City that will be site-specific and based on the amount of disturbance.

1. The security shall be held by the City until vegetation has been successfully reestablished, in any specific land use action, according to the Reclamation Standards.
2. The City will designate a member of its staff to evaluate the reclamation prior to the release of the security.

E. If a property owner fails to comply with his/her approved Reclamation/Revegetation and Soil Management Plan, the provisions of the County's adopted land use and development code in regard to enforcement may be in effect.

4.08 Reclamation Standards

Areas disturbed during development shall be restored as natural-appearing landforms that blend in with adjacent undisturbed topography within 90 days of completion of construction unless an alternative timeframe is approved by the Vegetation Manager.

A. Site Stability. The reclaimed areas shall be stable and exhibit none of the following:

1. Large rills or gullies.
2. Perceptible soil movement or head-cutting in drainages.
3. Slope instability on or adjacent to the reclaimed area.
4. Slopes shall be stabilized using appropriate reshaping and earthwork measures, including proper placement of soils and other materials.

B. Soil management. Topsoil management shall be salvaged from areas to be disturbed and managed for later use in reclamation.

C. Erosion Prevention. The surface area disturbed at any one time during the development of a project shall be kept to the minimum necessary and the disturbed areas reclaimed within 90 days to prevent unnecessary or undue degradation resulting from erosion.

1. The soil surface must be stable and have adequate surface roughness to reduce run-off, capture rainfall and snow melt, and allow for revegetation.
2. Application of certified noxious weed-free mulch or erosion netting may be necessary to reduce soil movement, retain soil moisture and promote revegetation.
3. Soil conservation measures, including surface manipulation, reduction in slope angle, revegetation and water management techniques shall be used.
4. Sediment retention structures or devices shall be located as close to the source of the sediment-generating activities as possible to increase their effectiveness and reduce environmental impacts.

D. Contouring and Revegetation. Abrupt transitions and linear placement on visible slopes shall be avoided. Areas disturbed by grading shall be contoured so they can be revegetated and shall be planted and have vegetation established.

1. When final landform is achieved, the surface shall be stabilized by vegetation or other means to reduce further soil erosion from wind or water, provide forage and cover, prevent fugitive dust as required by State Statute, and reduce visual impacts.
2. A uniform vegetative cover shall be established with an individual plant density of at least 70% of pre-disturbance levels within 4 growing seasons. State or county-listed noxious weeds, as well as alien annual invasive species, do not count as part of the 70% cover.
3. Application of topsoil. Topsoil will be stockpiled, placed on disturbed areas and managed for later use in reclamation. Provisions for salvaging on-site topsoil, a timetable for eliminating topsoil and aggregate piles and a plan that provides for soil cover if any disturbances or stockpiles sit exposed for a period of 90 days or more will be reviewed and accepted by the Garfield County Vegetation Manager.
4. Specific criteria for evaluating revegetation success must be site-specific and included as a part of the reclamation plan.
5. Vegetation production, species diversity and cover shall support the post- disturbance land use.
6. Areas where post-disturbance land use does not include lawns, gardens and flower beds shall approximate the surrounding undisturbed areas or be revegetated to a desired plant community with a composition of species and plant cover typical to that site.

7. The vegetation shall stabilize the site and support the planned post-disturbance land use, provide natural plant community succession and development, and be capable of renewing itself. This shall be demonstrated by:
 - a. Using certified noxious weed-free seed.
 - b. Successful on-site establishment of the species included in the planting mixture or other desirable species.
 - c. Evidence of vegetation reproduction, either spreading by rhizomatous species or seed reproduction.
 - d. Evidence of overall site stability and sustainability.
8. The revegetation plan shall provide for the greatest probability of success in plant establishment and vegetation development by considering environmental factors such as seasonal patterns of precipitation, temperature and wind, soil texture and fertility, slope stability and direction of slope faces.
9. To ensure the establishment of a diverse and long-lasting vegetative cover, the permittee shall employ appropriate techniques of site preparation and protection.
10. Species diversity should be selected for long-term land uses and provide for a reduction in visual contrast.
11. Where vegetation is to be used, a diversity of vegetation species shall be used to establish a resilient, self-perpetuating ecosystem capable of supporting the post-disturbance land use.
12. Species planted should include those that will provide quick soil stabilization, litter and nutrients for soil building and are self-renewing.
13. Integrated weed management methods shall be employed for all noxious weed species on the Garfield County List. Weed management methods shall be used whenever the infestation of the reclaimed area by noxious weeds threaten nearby areas.
14. Where revegetation is impractical or inconsistent with the surrounding undisturbed areas, other forms of surface stabilization shall be used.

4.09 Mapping and Inventory

- A. The City will establish and maintain visual maps of past and present infestations of noxious weeds on City land. This will provide a graphic representation of weed management progress and needs.
- B. The primary goal of mapping will be to record the noxious weed species present, areas infested, density of infestations and other site factors pertinent to successfully managing the infestation.
- C. Mapping priorities will be List A species, List B species designated for eradication and support for future grant-funded projects.
- D. The Mt. Sopris Conservation District has provided mapping for parts of the City including South Canyon. They will provide more mapping as requested and feasible.

SECTION V - ENFORCEMENT

The control of noxious weeds is the responsibility of the subject property's owner or occupant. The City of Glenwood Springs, Garfield County Weed Management and the Garfield County CSU Extension Office are available to provide technical assistance.

Enforcement of the City of Glenwood Springs Weed Management Plan is authorized by the Colorado Noxious Weed Act (the Act), C.R.S 35-5.5-101.1, *et seq.* The Act directs local governments to take the necessary steps to manage noxious weeds in their jurisdiction, and provides specific authorization for local enforcement of duly adopted Weed Management Plans. The City will manage noxious weeds identified in the City of Glenwood Springs Weed Management Plan and the Act in accordance with the following procedures:

5.01 Compliance: Private Lands - Removal of noxious weeds

A. *Management of noxious weeds required.* It shall be unlawful for any owner or occupant of any lot, block or parcel of ground within the City, or for any agent in charge of such property, to **cultivate** noxious weeds, allow noxious weeds to **grow uncontrolled** on, or allow noxious weeds to **spread** beyond said property. List **A** noxious weeds must be removed from said property.

B. Failure to Comply. In the event the landowner or occupant fails to comply with managing noxious weeds, the City has the authority to impose 'Section 100.010.030 - Prohibited acts regarding littering, dumping, weed control and property maintenance standards' of the City's Municipal Code following the process outlined in 'Section 100.010.050 - Abatement of nuisances'.

5.02 Compliance: Public Lands

A. The City of Glenwood Springs shall adopt a noxious weed management plan pursuant to C.R.S. 35-5.5-106 for all lands within its jurisdiction.

1. The City will adopt and provide for the enforcement of such ordinances, resolutions, rules and other regulations as necessary to enforce such a plan.
2. Any city agent, delegate, employee, staff or contractor applying or recommending the use of chemical management methods using restricted chemicals in the administration of the Weed Management Plan shall be certified by the Colorado Department of Agriculture.
3. The City may cooperate with counties and other municipalities to exercise any and all powers and authorities granted by the Act by entering into intergovernmental agreements.

5.03 City Rights-of-Way

The City of Glenwood Springs must confirm that all City owned public roads, highways, rights-of-way, and any easements pertaining to these, under the jurisdiction of these entities, are in compliance with C.R.S. 35-5.5-112, and any violations of the Act shall be the financial responsibility of the City of Glenwood Springs.

SECTION VI - PLAN EVALUATION

6.01 Plan Evaluation

- A. The goals and plan of work in the City of Glenwood Springs Noxious Weed Management Plan will be reviewed and evaluated annually at a Parks and Recreation Advisory Committee meeting. Any proposed additions or changes shall be recommended by the Parks and Recreation Advisory Committee and approved by ordinance by the City before becoming final.
- B. The City of Glenwood Springs Weed Management Plan shall be reviewed by the City at least every 3 years (C.R.S. 35-5.5-107(4)(a)). The management plan and any recommended amendments to the plan shall be transmitted to the City for approval, modification or rejection.

APPENDIX A

Link to Fact Sheets:

<https://www.colorado.gov/pacific/agconservation/noxious-weed-species>

Fact Sheets include Identification and Management recommendations.

Tom Jankovsky
District 1

John Martin, Chair
District 2

Mike Samson, Chair Pro Tem
District 3



December 20, 2018

Glenwood Springs City Council
101 West 8th St.
Glenwood Springs, CO 81601

RE: Garfield County Supports the Adoption of the Glenwood Springs Noxious Weed Management Plan

Dear Council Members,

On behalf of the Garfield County Commissioners, I am writing in support of the Noxious Weed Management Plan for Glenwood Springs that will be on the Council's January 3, 2019 agenda.

As you know, Glenwood Springs resident Deb Martin represents the City on the County Weed Advisory Board and has worked with your city staff to put together this plan.

The Glenwood Springs Parks & Recreation staff have been good caretakers of city property in their weed management efforts. They have been great partners with Garfield County and the Mount Sopris Conservation on many weed management and stewardship projects over the years.

The adoption of a city-wide weed management plan will complement these accomplishments.

We are appreciative of the City's consideration of this plan and look forward to continued collaboration as we all work together to minimize the impacts of noxious weeds on our native ecosystems and surrounding agricultural lands.

Sincerely,

John Martin, Chairman
Board of County Commissioners



City of Glenwood Springs Noxious Weed Plan



What are Noxious Weeds

- An alien plant or parts of an alien plant that has been designated as being invasive and undesirable and has been declared a noxious weed by the State of Colorado and the Garfield County Weed Advisory Board and meets one or more of the following criteria:
 1. Aggressively invades or is physically destructive to economic crops or native plant communities.
 2. Detrimental directly or indirectly to the environmentally sound management of natural or agricultural ecosystems.
 3. Poisonous to livestock.
 4. Carrier of detrimental insects, diseases or parasites

What is the Purpose of a Noxious Weed Plan

- The purpose of the Plan is to provide guidelines for managing designated noxious weeds which represent a threat to the continued economic, environmental and agricultural value of lands in the City of Glenwood Springs. This plan provides for the implementation of the Colorado Noxious Weed Act by detailing integrated management options for designated noxious weeds. Options include education, preventive measures, good stewardship, Purge the Spurge/Sock the Rocket campaigns and control techniques.
- The intent is to incorporate those options that are the least environmentally damaging and are practical, timely and economically feasible. It is the responsibility of all landowners to use integrated methods to manage noxious weeds, and the responsibility of local governing bodies to ensure that these plants are managed on public and private lands.

Why have a Noxious Weed Plan

- To protect our native species, wildlife, tourism and agriculture
- To assist with fire mitigation
- To cooperate with other Jurisdictions including Garfield County, Mt. Sopris Conservation District, COGS River Commission, etc.
- Required by State Law
 - The Colorado Weed Management Act (C.R.S. 35-5.5-101) was signed into state law in 1990 and last amended in 2014. Now known as the Colorado Noxious Weed Act.
 - It states that noxious weeds pose a threat to the natural resources of Colorado and municipalities shall adopt a weed management plan for all lands within their boundaries. The county and municipalities may cooperate, through an intergovernmental agreement, for the powers and authorities of the act.

About the proposed Plan

- Modeled after Garfield County Plan
 - Plant lists are identical, however, the City may add plants to the list
 - Garfield County's list of noxious weeds is taken from the State's larger weed list with the exception of Curly Dock which is not on the State list. Curly dock is a problem for our Agriculture communities
- Emphasis on control and management of noxious weeds
- Emphasis on education – goal is voluntary compliance
- Includes eradication of List A plants – addendum to existing Nuisance Abatement Ordinance

What is List A



- Weeds are categorized as List A, B or C
 - List A - rare noxious weed species that are subject to eradication, as a matter of law, wherever they are detected in the State
 - List B - species that have differing distributions throughout the State. Specified populations of B list species are subject to eradication, containment, or suppression
 - List C - weed species that are widespread and well-established, for which the State recommends but does not require control, although Glenwood Springs's Weed Management Plan may require control

Examples of Noxious Weeds in GWS

- Myrtle Spurge/*Euphorbia myrsinites* List A
- Cypress spurge/*Euphorbia cyparissias* List A
- Dames Rocket/*Hesperis matronalis* List B
- Canada thistle/*Cirsium arvense* List C
- Chicory/*Cichorium intybus* List C



Educational Information

- Garfield County Extension Colorado Master Gardeners will provide education to the general public on both the plan and how to eradicate, control and/or manage noxious weeds
- Colorado Master Gardeners would request a public meeting place free of charge to provide this training
- Garfield County Vegetation Management provides educational programs on noxious weeds as well as training on use of herbicides
- Colorado Department of Agriculture provides information on Noxious Weeds and recommendations for control/management

Questions?

- Resources

- Garfield County Vegetation Management
- Garfield County Extension/Colorado Master Gardeners
- <http://www.Colorado.gov> - Title 35, Article 5.5, **Colorado Noxious Weed Act**, Sections 35-5.5-104.5 to 35-5.5-118
- <https://www.colorado.gov/pacific/agconservation/noxious-weed-species>

ORDINANCE NO. 8

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING ARTICLE 100.010 OF THE MUNICIPAL CODE TO ADDRESS THE CONTROL AND ABATEMENT OF NOXIOUS WEEDS.

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

WHEREAS, Article 100.010 of the Glenwood Springs Municipal Code sets forth public health regulations relating to property maintenance standards and nuisance abatement; and

WHEREAS, on March 7, 2019 City Council passed Resolution 2019-13 adopting the Glenwood Springs Noxious Weed Management Plan (the “Plan”); and

WHEREAS, the Plan recognizes that noxious weeds are a threat to the economic, environmental and agricultural values of the lands and must be properly managed through containment or abatement, depending on the type of noxious weed; and

WHEREAS, the Glenwood Springs City Council finds and declares that it is in the interest of the public health, safety, and welfare to amend Section 100.010 to recognize noxious weeds as a prohibited nuisance and to provide for the abatement of noxious weeds pursuant to the nuisance abatement procedure set forth in Section 100.010.040 of the Municipal Code.

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

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

Section 2. Section 100.010.020 of the Glenwood Springs Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

100.010.020 - Definitions.

Non-noxious weed means a troublesome and valueless plant growing wild and uncontrolled, but which is not classified as a Noxious weed.

Noxious weed means any plant or part thereof which has been classified by the City’s Noxious Weed Management Plan as a “List A” or “List B” noxious weed.

~~*Weeds* means noxious, troublesome, and valueless plants growing wild and uncontrolled.~~

Section 3. Section 100.010.030(c) of the Glenwood Springs Municipal Code is repealed and replaced as follows:

(c) *Noxious and non-noxious weed and grass control.* It shall be unlawful for the owner or occupant of any property within the City to allow noxious weeds to grow or remain in place on the property or on adjacent rights of way. It shall be unlawful for the owner or occupant of any property within the City to allow non-noxious weeds or grass to grow to a height of twelve (12) inches or more on the property or on adjacent rights of way or to have non-noxious weeds or grass of any size on their property or adjacent rights of way if they subject or tend to subject adjacent property or the public at large to harm due to fire hazards, rodents, vermin or insect infestation, visual blight, or other similar harmful effects. Such prohibition shall not include native grasses or Xeriscaping, so long as both are visibly managed and controlled so as not to negatively impact the health and safety of adjacent property owners.

Section 4. Section 100.010.040(a) of the Glenwood Springs Municipal Code is repealed and replaced as follows:

(a) *Garbage, junk, refuse, trash, noxious and non-noxious weeds and property maintenance standards.* Any of the conditions which are prohibited by the provisions of Section 100.010.030 are hereby declared to be a nuisance.

Section 5. Section 100.010.050(a) of the Glenwood Springs Municipal Code is repealed and replaced as follows:

(a) *Notice.* When a nuisance does not require summary abatement pursuant to Section 100.010.055, the City shall cause notice to be served upon the owner, occupant, any person with responsibility for maintenance of property or agent in charge of any property upon which any nuisance may be found, or any person who may be the cause of such nuisance, requiring him/her to abate the nuisance within fourteen (14) days or as otherwise specified in such notice. The abatement notice may be hand-delivered to such owner, occupant, agent or cause of nuisance or mailed by certified mail, return receipt requested. Where deemed appropriate and effective by the City, abatement may involve the screening of the nuisance from adjacent properties by the owner, occupant or agent; increasing the number of containers available; or increasing the frequency of garbage, refuse or trash pickup service. When the nuisance is a noxious weed, the City will specify whether the noxious weed must be eradicated, contained or suppressed and will provide guidance on methods to achieve eradication, containment or suppression. Generally, List A noxious weeds must be eradicated.

Section 6. Any ordinance or resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict only.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED IN FULL THIS 21ST DAY OF MARCH 2019.

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 _____ 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Ordinance No 14, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Municipal Code to allow Glenwood Springs City Council to Reschedule or Cancel a Regular City Council Meeting by Resolution (SECOND READING)

Action Requested: Approve Ordinance 2019-14 amending the Municipal Code to allow City Council to cancel or reschedule a regular meeting by resolution.

Department: Attorney

Presented By:

Background Info: The Municipal Code provides that regular meetings of the City Council shall be held on the first and third Thursdays of each month. Therefore, as currently written, rescheduling or cancelling a meeting requires an ordinance. It is often difficult, if not impossible, to pass an ordinance and have it go into effect in advance of a meeting that needs to be cancelled or rescheduled. Ordinance 2019-14 revises the Code to allow City Council to cancel or reschedule a meeting by resolution.

Issues:

Staff Recommendation:

Ordinance No. 14

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE GLENWOOD SPRINGS MUNICIPAL CODE TO ALLOW GLENWOOD SPRINGS CITY COUNCIL TO RESCHEDULE OR CANCEL A REGULAR CITY COUNCIL MEETING BY RESOLUTION.

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 Glenwood Springs Municipal Code provides that regular meetings of the City Council shall be held on the first and third Thursdays of each month; and

WHEREAS, on occasion extenuating circumstances require the cancellation or rescheduling of a regular meeting of City Council; and

WHEREAS, as currently drafted, the Municipal Code requires passage of an ordinance to reschedule or cancel a regular meeting; and

WHEREAS, City Council typically does not have sufficient advance notice of the circumstances requiring rescheduling or cancelling a meeting to effectively pass an ordinance prior to the Council meeting to be rescheduled or cancelled; and

WHEREAS, City Council desires to amend the Municipal Code to allow City Council to reschedule or cancel a regular City Council meeting by resolution.

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. Glenwood Springs Municipal Code Section 020.030.010 – Place and dates of regular and special meetings of Council - is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

- (a) *Regular meetings.* Regular meetings of the City Council shall be held at City Hall, or other designated assembly room, on the first and third Thursdays of each month. Any regular meeting of City Council may be canceled or rescheduled to a different date by resolution of City Council. The first regular meeting of each month shall convene at 6:00 p.m. unless another time is set by prior approval of a majority of the City Council. The second regular meeting of each month shall convene at 6:00 p.m. Regular meetings shall adjourn no later than 11:00 p.m. unless

a later time is agreed upon by unanimous vote of all Council Members present at said meeting. In the event one (1) or more agenda items has not been called prior to 11:00 p.m. and unanimous approval for extension of the meeting has not been obtained, such items shall be automatically continued to the next regular City Council meeting or to a special meeting called in accordance with the Charter.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 21ST DAY OF MARCH 2019.

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 _____, 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Ordinance No 15, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, amending Section 070.040.060 of the Municipal Code (SECOND READING)

Action Requested: Staff recommends that City Council approve Ordinance 15, Series of 2019

Department: Economic and Community Development

Presented By: Gretchen Ricehill, Assistant Director of Economic and Community Development

Background Info: On January 17, 2019 City Council conducted a public hearing to consider several amendments of Title 070, the City's new Development Code adopted the previous August.

Twenty amendments correcting errors and omissions were listed in the January staff report including #10, a proposed amendment to the way the City calculated the number of required off-street parking spaces. Staff explained:

*The new Code requires that parking be based on **gross** floor area.*

Gross floor area is defined as the total square footage of all finished and unfinished enclosed in a building.

The previous Code calculated parking on the basis of the floor area which is, the total habitable area of all floors. This definition excludes bathrooms, garages, storage areas, utility spaces, etc.

During the Code re-drafting process we discussed the impact of changing how parking calculations are made. By using a gross floor area definition we would increase the parking requirement for many businesses. Staff recommends going back to the old method of calculating parking – by floor area.

The January report included the following recommended correction which was inadvertently omitted from Ordinance 3, Series 2019:

070.040.060 Off-Street Parking and Loading

...

(c) Calculation of Off-Street Parking and Loading Requirements

(1) Area Measurements

- a. All parking and loading requirements that are based on square footage shall be calculated on the basis of **gross the** floor area of the subject use.

Staff believes that it was Council's intent to correct the method in which the City calculates off-street parking and therefore staff recommends that Council approve Ordinance 15, Series 2019, first reading which codifies this change to the Code.

Issues: None.

Staff Recommendation: Approve Ordinance 15, Series 2019: An Ordinance of the City of Glenwood Springs, Colorado, Amending Section 070.040.060 of the Municipal Code.

ORDINANCE NO. 15

Series of 2019

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, AMENDING SECTION 070.040.060 OF THE MUNICIPAL
CODE.**

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

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

WHEREAS, in the process of applying the revised development code, City staff discovered an error in Section 070.040.060, Off-Street Parking and Loading; and

WHEREAS, on December 18, 2018 the Planning and Zoning Commission conducted a public hearing and recommended correcting the error as set forth below; and

WHEREAS, on January 17, 2019 the City Council conducted a public hearing and found that the amendment set forth below was necessary to correct and clarify the development code.

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

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

Section 2. Section 070.040.060(c)(1)a. of the Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

- a. All parking and loading requirements that are based on square footage shall be calculated on the basis of ~~gross~~ the floor areas of the subject use.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY
TITLE ONLY THIS 21ST DAY OF MARCH 2019.

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 _____ 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item:	Award NWCCOG Project THOR Contract
Action Requested:	Award contract to Northwest Colorado Council of Governments for Middle Mile network transport services. \$70,421.59 one time fee for construction of the network \$7,900 monthly for three years for network access
Department:	Information Technology
Presented By:	Eric Arnette, Information Technology Director
Background Info:	Members of the North West Colorado Council of Governments have been working together to address middle mile network transport concerns in Western Colorado. The NWCCOG developed a shared middle mile network to be owned by the NWCCOG and member communities will be able to access higher capacity network resources at lower prices. The designed network adds redundancy to member communities to maintain network availability in the event of isolated network outages. In July 2018 Council supported the NWCCOG DOLA Grant Request and committed to the project. The NWCCOG was awarded the DOLA grant in November 2018. Following a RFP process the NWCCOG has selected a network operator and equipment provider. Member Communities finalized a contract in March 2019.
Issues:	• Pricing may change if member communities do not commit to the project. • Network capacity exceeds today's bandwidth needs, however, bandwidth usage is growing dramatically.
Staff Recommendation:	Award contract to Northwest Colorado Council of Governments for Middle Mile network transport services.

Project THOR Meet Me Center Host Agreement

This Agreement, dated [insert date], 2019 (the "Effective Date"), is between the Northwest Colorado Council of Governments (the "NWCCOG") located at 249 Warren Avenue, Silverthorne Colorado, and [insert name of Host], Colorado (the "Host") located at [insert Host address], referred to collectively herein as the "Parties."

Background

This Agreement provides for the provision of Middle Mile Services to Host by the NWCCOG.

WHEREAS, the NWCCOG desires to:

- continue to extend technical support to NWCCOG communities seeking local solutions to meet local broadband needs and help those communities continue to innovate and collaborate on solutions tailored to meet those needs through a robust, affordable, resilient middle mile network;
- provide leadership and promotion of the Project THOR Middle Mile Broadband Network ("Network"), as generally described in Exhibit B – Network (Diagram) and owned by NWCCOG on behalf of participating Project THOR communities, to NWCCOG members and other governmental and non-governmental organizations who may benefit in the future from Project THOR;
- contract with a "Network Operator" to design, operate, and manage the Network, including without limitation, the provision of Services through the Network to the Host;
- provide guidance to the Network Operator on requirements and needs for the network as created and derived from the NWCCOG Broadband Steering Committee;
- review network development, pricing, and network performance data;



- serve as a channel to state, local government, and other partners on the status, subscription, experiences, and outcomes of the Network;
- deliver outreach to additional Colorado partners to ensure expansion of the Network to support adjacent economic development regions, the State of Colorado, and public safety; and continue to seek such connections to increase the resiliency of Project THOR with additional redundant connections;
- support and obtain funding for the Network, if necessary, to design and build network elements to achieve the objectives of the Network and Network users;
- report on Network performance, utilization, enhancement, and maintenance.

and

WHEREAS, the Host desires to:

- own and maintain a local Project THOR Meet Me Center (“MMC”);
- fund and construct that Meet Me Center per Project THOR network specifications, or dedicate equivalent space in an already constructed MMC;
- enter into and maintain contracts with NWCCOG to be billed through the Network Operator for the Monthly Recurring Costs for the Project THOR Network and Network Transport, and optionally with the Network Operator for specially negotiated rates for bandwidth;
- connect to and utilize the Services of the Network in compliance with the requirements from NWCCOG detailed below;
- participate in the NWCCOG Broadband Steering and Project THOR



Committees as appropriate;

- support NWCCOG by promoting broadband connections through the Network to local government, schools and other public entities and ISPs throughout Northwest Colorado to connect and obtain benefits from the Network;
- advise the Network Operator and NWCCOG on evaluation and expansion of connections, and network performance and scheduling for moves, adds, and changes to the Network as they affect the participants in the Network to the greater good of participating communities; and
- enter into this contractual agreement for the initial three year period with the option of additional periods to provide local match for Colorado Department of Local Affairs (“DOLA”) grant funds secured by NWCCOG for the purpose of purchasing equipment for Project THOR construction to bring the network to local Meet Me Center Host communities, as well as to commit to make monthly recurring payments so that NWCCOG may enter into a 10-year Fiber Lease with the Colorado Department of Transportation (“CDOT”) with local matching funds from MRC for a second DOLA grant to cover initial CDOT fiber lease period.

Accordingly, in consideration of the mutual promises stated in this Agreement, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1. The terms defined in the preamble and recital have their assigned meanings, and each of the following terms has the meaning assigned to it:
- “Broadband Service”** means the bandwidth that Host may purchase from Network Operator or another carrier that connects to the greater internet.



“Broadband Steering Committee” means the standing committee of the NWCCOG that has given direction to the establishment of Project THOR.

“Community Anchor Institutions” or **“CAI”** means governmental, nonprofit, educational and similar entities including by way of illustration and not limitation: schools, libraries, hospitals and other medical providers, public safety entities, institutions of higher education, governmental entities, rural electric cooperatives, and community support organizations that facilitate greater use of broadband by vulnerable populations, including low-income, the unemployed, and the aged.

“Customer Premises Equipment” or **“CPE”** means any equipment required to attach to the Network, including receiving radio and associated power hardware, but does not include customer routers and customer networking equipment.

“Internet Service Provider” or **“ISP”** means an entity providing retail last mile service to end user subscribers.

“Maintenance” means work that must be performed upon or to the network to ensure the continuity of an acceptable signal transmitted through wireless technology and/or fibers (in conformance with the manufacturer’s specifications), or to ensure the safety and reliability of the assets.

“Middle Mile” means the network connection between the last mile and greater Internet.

“MRC” means the monthly recurring cost of a Service which will be as set forth in Section 4or as agreed upon by the Parties and documented on a Service Order, as applicable.



“Network Operator” means the entity retained by NWCCOG to provide Service on the Network to MMC hosts.

“NRC” means a one-time, non-recurring cost with respect to a Service which will be as set forth in Section 4 or as agreed upon by the Parties and documented on a Service Order, as applicable.

“Project THOR Meet Me Center” or **“MMC”** means the Meet Me Centers owned by the Meet Me Center Host and future Meet Me Center hosts that may contract with the NWCCOG as part of expansion of Network.

“Project THOR Steering Committee” means a future committee comprised of the Project THOR Meet Me Center Hosts, with a governance framework to be established, which will provide guidance to the NWCCOG regarding the direction of the project in the future. Each MMC Host will have at least one member on the Steering Committee.

“Service” means Transport, and Broadband Service and other Network-enabled services that the parties agree, per the terms of this Agreement, will be made available to MMC Hosts.

“Service Order” means the order form representing a specific Service or Duty to be provided for a defined period to MMC Hosts by the Network Operator.

“Transport”, “Transport Service” or **“Port to Port Service”** means the intra-network traffic between MMC Host locations independent of network traffic connecting to the internet.

“Transport Packets” means a formatted unit of data carried by a packet-switched network.

2. SCOPE OF AGREEMENT

2.1. **Project THOR Network:** The NWCCOG shall provide access to the



Network to the Network Operator, who shall plan for and execute future Network expansions with input and direction from the NWCCOG. The NWCCOG is financially responsible for the Network and Network Maintenance. The Network Operator will manage the day-to-day operations and maintenance of the Network. Other Network Providers may subsequently provide Broadband Service through the Network, at the discretion of the NWCCOG.

- 2.2. **Meet Me Center Host:** The Meet Me Center Host shall function as a community-facing organization for the Network. The Host is responsible for providing the Meet Me Center per NWCCOG standards; reselling of the bandwidth that it has purchased through the Network to Community Anchor Institutions, Internet Service Providers, local governments, and other regional authorities in the area(s) it serves; and bringing more of such customers to the Network to help lower aggregate bandwidth prices for all involved. The MMC Host may resell Services offered through the Network, and may, in its discretion, provide Broadband Service through the Network to end user subscribers. The MMC Host shall determine the pricing for Services it resells, subject to the limitations in Section 6.1.
- 2.3. **Customer Premises Equipment:** Host may choose to offer, for sale or lease, customer premises equipment (CPE) and services, such as customer premises wiring and customer premises equipment which lie outside the scope of this Agreement.
- 2.4. **Host Costs:** Host will execute and maintain all contracts with their regional Community Anchor Institutions, ISPs, and other entities that want to utilize the MMC Host's bandwidth. MMC Host will maintain an accurate database of customers and Services sold from the MMC. Host is responsible for



anchor customer acquisition costs and contracting with these customers. The Host may recover costs through reselling bandwidth from the MMC. Host is responsible for building or assisting the anchor customers with direction in building any network infrastructure required to the MMC, providing the NWCCOG authorizes any required interface with the Network.

- 2.5. **Accuracy of Statements:** MMC Host will make accurate representations and statements regarding the Network that are consistent with the representations and statements made in this Agreement and will portray the Network positively to Customers or the public. MMC Host will first address any concerns to Network Operator. If MMC Host is unsatisfied with Network Operator's response, MMC will address such concerns to NWCCOG at a recorded public session.
- 2.6. **Meetings:** NWCCOG will establish and maintain a Project THOR Steering Committee or board comprised of Project THOR MMC Host representatives to provide feedback and input on Project THOR budget and decisions, including without limitation, establishment of the Project THOR budget. NWCCOG will establish meeting schedule and location for regular meetings and will convene meetings as needed to provide timely direction or approvals on policies impacting Network operation. MMC Host will participate in NWCCOG meetings as necessary. NWCCOG will work with Network Operator on items requiring approval in a timely manner.
- 2.7. **Project THOR Budget:** NWCCOG will establish a Project THOR budget, with monies to be used on defined project expenses.
- 2.8. **Customer Support:** MMC Host will be responsible for customer support in connection with any of the entities to which it sells Services. MMC Host is responsible for providing, either directly or through a qualified third party an



adequate number of qualified, courteous, knowledgeable and helpful staff to provide effective and satisfactory service in all contacts with the Customer and Network Operator.

- 2.9. **Acceptable Use Policies:** Upon recommendation of the Project THOR Steering Committee, the NWCCOG may adopt Acceptable Use Policies with respect to the Network, and MMC Host shall abide by any such policies of which it has notice.
- 2.10. **NWCCOG Customer Support:** The NWCCOG is responsible for managing its contract obligations with Network Operator related to customer care issues impacting the NWCCOG elements of the Network, including but not limited to Middle Mile Network Services and SLA administration as shown on **Exhibit C-SLA**.
- 2.11. **Meet Me Center Host Locations and Equipment:** The MMC Host will fund, construct, and own space, or dedicate equivalent space for a Project THOR Meet-Me Center that meets Project THOR network specifications. MMC Host will purchase, install and maintain MMC Equipment. This equipment is defined in the MMC Equipment Specification in **EXHIBIT D-MEET ME CENTER EQUIPMENT SPECIFICATIONS**. NWCCOG will issue Request for Proposals (RFP) for required MMC Equipment. The NWCCOG will issue and maintain up-to-date network specifications for Project THOR MMC Locations. These specifications will be determined by the NWCCOG and all Meet Me Center Hosts.
- 2.12. **Middle Mile Network Equipment:** The NWCCOG will select the brand and model of equipment used to provide the Project THOR Middle Mile Network, purchase the equipment used to provide the Middle Mile Network, and will be responsible for expenses incurred by operation of the Project THOR



Middle Mile Network. NWCCOG will work closely with Network Operator to anticipate Network equipment and software replacement and upgrades and seek funding from all MMC Hosts as necessary.

- 2.13. **Access:** Host will permit the NWCCOG reasonable access to the MMC to access and maintain their equipment in the MMC. MMC Host shall provide a list of contact individuals to the Network Operator and NWCCOG with whom access issues will be coordinated. MMC Host shall maintain its Meet Me Center to the original specifications set forth in **Exhibit D-MEET ME CENTER EQUIPMENT SPECIFICATIONS.**

3. PERFORMANCE

- 3.1. The Host represents and warrants that it owns the Meet Me Center Location and that it has the power and authority to enter into and perform this Agreement, and that its performance of this Agreement will not infringe upon or violate the rights of any third party, nor violate any federal, state, or municipal laws (“Applicable Law”).
- 3.2. Host will perform its duties under this Agreement, such performance to be excused only due to a force majeure condition as described in Section 10.

4. PAYMENT

- 4.1. The Host shall purchase Project THOR Middle Mile Service from the Network in accordance with the payment provisions below.
- 4.2. MMC Host location in [insert site of host location] is a Class [insert as applicable] location.
- 4.3. At the time of executing this Agreement, Host shall pay the **Total Non-Recurring Cost (NRC)** for network establishment for Project THOR of \$[insert amount] for [insert site] [insert additional sites as necessary] to NWCCOG. The parties understand and agree that the NRC pricing is



based upon the nine (9) initial MMC Host entities executing a MMC Host Contract with NWCCOG. If fewer entities enter into a MMC Host Contract, costs will necessarily increase. Should that occur, the MMC Host may continue to operate under this Agreement, subject to modification of this Section 4.3 to reflect the increased NRC. Alternatively, the MMC Host may terminate this Agreement without penalty, by providing written notice of such termination to the NWCCOG within 30 days of receiving revised NRC pricing. Even if MMC Host prefers to remain obligated by this Agreement, subject to increased costs as described herein, the parties understand that if enough entities fail to sign a MMC Host Contract, the operation of the Network may no longer be viable, and in such case, the NWCCOG may terminate this Agreement without penalty by providing written notice of such termination to the MMC Host within 30 days of the revised NRC pricing.

- 4.4. Host site [insert site of host location] is a Class [] site with **Project THOR Monthly-Recurring Costs (MRC)** of [insert cost]. MRC will be paid as billed beginning June 1, 2019.
- 4.5 Network Port to Port pricing on the Network between MMCs for Project THOR Hosts is set at an initial rate of \$250 per managed port not at purchasing host's MMC per month.
- 4.6 MRCs will be charged in advance, biannually for six (6) months of Network MRC in June and December of each year for the upcoming 6-month period.
- 4.7 At NWCCOG's sole discretion in consultation with the Project THOR Steering Committee, there may be an annual adjustment to the MRC fee based on the overall financial stability and revenues received on the network. Future adjustments to rates or Services purchased shall be documented in mutually executed Service Orders, subject to the terms and

conditions of this agreement.

- 4.8 Meet Me Center Host will have access to specially negotiated rates for bandwidth. MMC Host acknowledge that the NWCCOG may annually adjust these rates depending on the amount of Meet Me Center Hosts participating in Project THOR in consultation with the Project THOR Steering Committee. Optional Bandwidth can be purchased from Network Operator at the bulk rates detailed in **Exhibit A-OPTIONAL BANDWIDTH RATES** as it may be amended from time to time.

5. TERM OF AGREEMENT

- 5.1. **Initial Term:** The initial term of this Agreement shall commence on _____, 2019 (the “Effective Date”) and the initial term shall terminate on _____, 2022. This initial three (3) year term is required by DOLA as part of the Project THOR program grants received and managed by NWCCOG. The parties understand and agree that notwithstanding the commencement date of this Agreement and the beginning of payment of the MRC, the startup of the Project THOR Network depends upon completion of various MMCs and fiber builds, and will occur over a 3 – 6-month period, after which time the parties expect that all entities will have completed construction work to facilitate the Services anticipated herein from Project THOR.
- 5.2. **Renewal:** Unless otherwise terminated as provided in Section 11, this Agreement will automatically renew for up to five (5) additional three (3) year terms unless notice is received 180 days prior to the end of each three (3) year term.

6. OPEN ACCESS

- 6.1. **Open Network:** The NWCCOG has negotiated bulk pricing for bandwidth



and service level agreements with Network Operator for MMC hosts. However, Host acknowledges that Network is governed by open access principles, and therefore Hosts are free to contract with another provider for Broadband Service. Because Network is an Open Access Network, while Host is free to contract with another provider for Broadband Service, all such contracts are subject to the requirement that if the Host enters into any agreement with a provider for Services on the Network, it must make comparable offerings to any other provider on comparable terms and conditions. Notwithstanding the foregoing, in order to resell Broadband Service, the Host is required to purchase its Transport Services from the Network.

- 6.2. **Network Neutrality:** Host acknowledges that the Network shall be governed by the principles of network neutrality. Therefore, Host will not block, throttle, or prioritize internet content or applications or require that customers pay different or higher rates to access specific types of content or applications, and if Host enters into any agreements for the provision of Service using the Network, any such agreement will mandate the same requirement.

7. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR



OTHERWISE.

8. ASSIGNMENT AND MODIFICATION

- 8.1. **Assignment:** Host's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of NWCCOG.
- 8.2. **Transfer:** Should Host choose to terminate ownership or operation of the MMC, Host will advise NWCCOG and make all best efforts to transition ownership and control of the MMC to an agreeable party who will either assume the obligations of this Agreement, or otherwise contract with NWCCOG and the Network Operator to ensure continuity of operations and Services to NWCCOG and MMC subscribers. Pursuant to Sections 5.1 and 11.1, the Parties understand and agree that this Agreement may not be transferred by the Host during the first three (3) years of its term, unless the transferee agrees to comply with all terms, conditions and obligations of this Agreement for the three (3) year term.
- 8.3. **Modification:** The Agreement may be modified only if the amendment is made in writing and is signed by both Parties.

9. Confidentiality

- 9.1. **Open Records:** The Parties acknowledge that this Agreement is public record within the meaning of the Colorado Open Records Act§ 24-72-202(6), C.R.S., and accordingly may be disclosed to the public. The Parties agree to treat as confidential any records that constitute proprietary or confidential information under State law, to the extent a party makes the other party aware of such confidentiality. Each party shall be responsible for clearly and conspicuously stamping the word "Confidential" on each



page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under state law. If a party believes it must release any such confidential records in the course of enforcing this Agreement, or for any other reason, it shall advise the other party in advance so that party may take appropriate steps to protect its interests. If a party receives a demand from any person for disclosure of any information designated by the other party as confidential, the party shall, so far as consistent with Applicable Law, advise the other party and provide the other party with a copy of any written request by the person demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Parties agree that, to the extent permitted by State law, it shall deny access to any of the party's records marked confidential as set forth above to any person. The party whose records are being withheld shall reimburse the other party for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

10. FORCE MAJEURE

In the event either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond the control of that party, it shall have a reasonable time, under the circumstances, to perform the affected obligation under this Agreement or to procure a substitute for such obligation which is satisfactory to the other party. Those conditions which are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, defaults by other parties impacting the Network, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the party's ability to



comply with this Agreement and which was not caused and could not have been avoided by the party which used its best efforts in its operations to avoid such results.

11. DEFAULT AND TERMINATION

- 11.1. **Voluntary Termination:** This Agreement can be terminated by either party at any time with one hundred eighty (180) days written notice after the initial three (3) year period.
- 11.2. **Default by Host:** The following shall constitute defaults by Host: Any failure by Host to perform any covenant or obligation required by this Agreement (other than the payment of fees due hereunder), and the failure to cure said default within a period of thirty (30) days following written notice to Host of said default. The failure to pay any fees due by Host shall be considered a default if Host does not make payment in full within fourteen (14) days following written notice to Host of such non-payment.
- 11.3. **Default by NWCCOG:** The following shall constitute default by NWCCOG: The breach of any promise or covenant of NWCCOG made herein which shall continue and not be cured within thirty (30) days after Host has given written notice to NWCCOG of such breach.
- 11.4. **Remedy for Default of Host:** Upon the occurrence of an event of default with respect to Host, NWCCOG may at its election terminate this Agreement by written notice to Host of such election. NWCCOG may also pursue such legal and equitable remedies for any breach by Host without waiving the right to subsequently terminate this Agreement based on the related event of default.
- 11.5. **Remedy for Default of NWCCOG:** Upon the occurrence of an event of default with respect to NWCCOG, Host may at its election terminate this



Agreement by written notice to NWCCOG of such election. Host may also pursue such legal and equitable remedies for any breach by NWCCOG without waiving the right to subsequently terminate this Agreement based on the related event of default.

- 11.6. **Additional Remedies:** These remedies are in addition to any special remedies provided elsewhere in this Agreement and in addition to any other rights or remedies now or subsequently existing at law, in equity, by statute or otherwise.

12. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements:

For Northwest Colorado Council of Governments:

Jon Stavney, Executive Director
249 Warren Avenue
Silverthorne, CO 80498

or via US Mail to
P.O. Box 2308
Silverthorne, CO 80498

For Host, Colorado:

[Insert mailing address of Host here]

13. CONTRACT WITH INTERGOVERNMENTAL ENTITY



- 13.1. **Annual Appropriation:** Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the either party within the meaning of Colorado Constitution Article X, Section 20, or any other constitutional or statutory provisions. Each party's fiscal obligations hereunder are expressly conditional upon annual appropriation by its respective governing body, in its sole discretion. The Parties understand and agree that any decision by a governing body to not appropriate funds for payment shall result in termination of this Agreement. If a MMC Host is not going to appropriate funds for its next fiscal year to continue under this Agreement, it shall utilize best efforts to advise the NWCCOG of the intent not to appropriate by October 1st of each year.
- 13.2. **Governmental Immunity:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or any other Applicable Law, as now or hereafter amended.

14. MISCELLANEOUS PROVISIONS

- 14.1. **Entire Agreement:** This Agreement and all Exhibits represent the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the Parties.
- 14.2. **Severability:** If any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written,



construed, and enforced as so limited.

- 14.3. **Governing Law:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado, and Applicable Law.
- 14.4. **Jurisdiction:** Venue for any judicial dispute between the Parties arising under or out of this Agreement shall be in District Court in the county where at least one of the parties resides.
- 14.5. **Authority to Execute:** The individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms.
- 14.6. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Both the NWCCOG and Host expressly reserve all rights they may have under law to the maximum extent possible, and neither the NWCCOG nor Host shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.
- 14.7. **No Joint Venture:** The relationship between NWCCOG and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. NWCCOG and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.



- 14.8. Network Transport pricing on the Network may be billed to each MMC for incoming and outgoing Transport Packets. Billing for Transport may be determined by the Project THOR Steering Committee prior to each three-year renewal period of this agreement.
- 14.9. **Survival:** Any provision of this Agreement, which by its nature extends beyond the term hereof or which is required to ensure that the parties to fully exercise their rights and perform their obligations hereunder shall survive the expiration or termination of this Agreement for any cause whatsoever.
- 14.10. **Headings:** Headings used in this Agreement are provided for convenience only and will not be used to construe meaning or intent.
- 14.11. **No Ability to Bind Other Party:** Neither Party will have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other. The relationship arising from this Agreement will be and will at all times remain that of an independent contractor, and does not constitute an agency, joint venture, partnership, employee relationship or franchise.

NORTHWEST COLORADO COUNCIL OF GOVERNMENTS

By:

Jon Stavney, Executive Director

Date

[Insert Host Name], Colorado



By:

Date



EXHIBIT A- OPTIONAL BANDWIDTH RATES

Optional bandwidth can be purchased directly from the Network Operator from which NWCCOG has negotiated the following combined bulk rate (bulk rate is calculated by the total aggregation of all contracted parties) of:

IP Transit Tier			MRC Price / Mbps
1Gbps	To	2Gbps	\$0.75
2Gbps	To	5Gbps	\$0.70
5Gbps	To	10Gbps	\$0.60
10Gbps	To	15Gbps	\$0.50
15Gbps	To	20Gbps	\$0.48
20Gbps	To	30Gbps	\$0.45
30Gbps	To	40Gbps	\$0.40
40Gbps	To	50Gbps	\$0.35
50Gbps	To	60Gbps	\$0.33
60Gbps	To	70Gbps	\$0.30
70Gbps	To	80Gbps	\$0.28
80Gbps	To	90Gbps	\$0.26
90Gbps	To	100Gbps	\$0.25



EXHIBIT B-NETWORK (Diagram)

Network Design – 200G Core

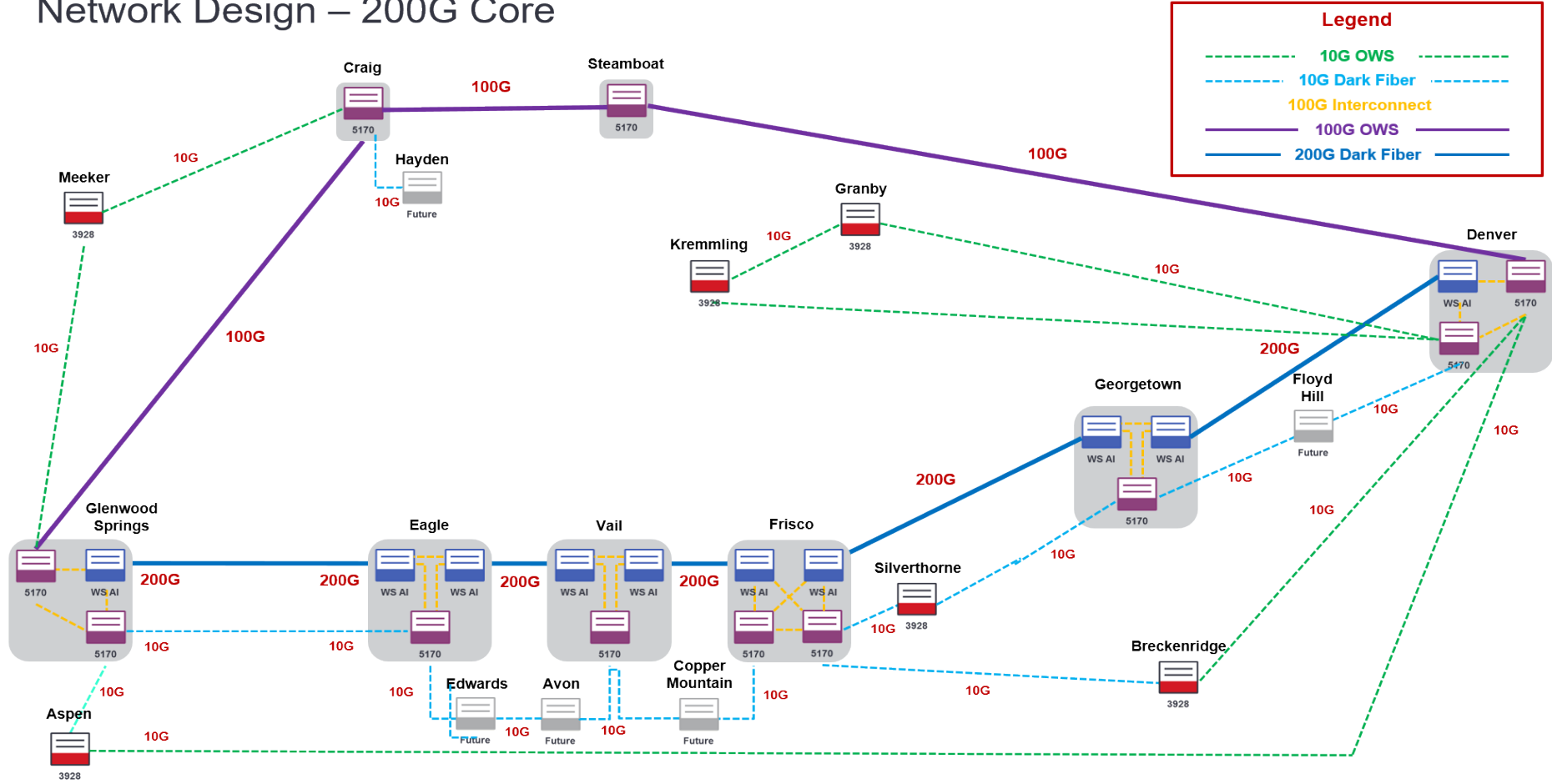


Exhibit C-Service Level Agreement

This Service Level Agreement (SLA) establishes Network Operator network performance and service level metrics for the Network. The NWCCOG has contracted with the Network Operator for its performance under the SLA described below, and each MMC Host is a third-party beneficiary to, and may independently enforce the terms of the SLA with the Network Operator with respect to the Services it purchases from the Network Operator.

This Service Level Agreement (SLA) establishes the Network Operator's network performance and service level metrics for the Network. When the Network fails to deliver a standard of performance (as established in the Table below), the Network Owner shall be eligible for a corresponding credit. All Service Outages, service impacting and non-impacting situations, and potential Service Level credits, will be handled according to the guidelines and priorities as defined and set forth in this SLA, and which may be subject to change from time to time with written notice.

Network Performance:

Upon Effective Date, in the event Network Operatorsuffers a network outage outside of events defined as Force Majeure, planned outage or scheduled network maintenance, then Network Operator and Network Owner will adhere to the guidelines set forth in this Exhibit.



Monthly Service Availability Percentage and Outage Credits are as follows:

Monthly Service Availability Percentage		Outage credit %
Upper Level	Lower Level	% of MRC credit per affected and Network Operator authorized Customer
100%	>=99.9%	0%
<99.9%	>=99.5%	5%
<99.5%	>=99.0%	10%
<99.0%	>=95.0%	25%
<95.0%	>=90.0%	50%
<90.0%	>=00.0%	100%

Network Operator will be responsible for ensuring the Network functions at or above the Service Levels outlined in the preceding table, by performing the duties and responsibilities outlined in the SOW. Any outage not directly related to Network Operator's duties and responsibilities will not constitute an outage credit between Network Owner and Network Operator.

The length of each outage will be calculated in full minutes for the purposes of determining outage credits. The existence and end of each outage will be determined by Network Operator in good faith based on network tests performed by Network Operator. Under no circumstances will network tests performed by MMC Host or Network Owner without collaboration with Network Operator be considered valid measurable criteria for outage



determination for the purposes of establishing outage credit. In the event that the parties disagree as to the accuracy of Network Operator's test results, the parties shall work together to identify an independent entity to verify test results.

Transparency: In the case of any outage or disruption of Service on the Network, Network Operator shall promptly notify the Network Owner, MMC Hosts, and customers with details of the outage and when Service is expected to be restored. Network Operator may also make such outage information available electronically.



EXHIBIT D-MEET ME CENTER EQUIPMENT SPECIFICATIONS

Project THOR MMC Host Requirements

∞ Physical Space for Equipment

- ∞ MMC Host must provide adequate space for THOR Equipment
- ∞ THOR equipment will require up to 10 Rack Units of Space
- ∞ MMC Host to provide space for Anchor Institution and ISP equipment as needed
- ∞ 2 x 19" racks would be preferred

∞ Entrance conduits

- ∞ MMC Host must provide entrance conduits and related infrastructure for THOR middle mile connection
- ∞ For sites where fiber build is required, the entrance conduits must be installed from equipment room to property line
- ∞ For sites where lit services will be used, underlying carrier requirements will be applicable and likely to include conduit to property line, as well as space and power for underlying carrier equipment

∞ HVAC

- ∞ MMC Host is responsible for maintaining proper environmental controls to ensure the longevity of the THOR equipment
- ∞ Proper temperature controls should maintain an ambient temperature of no more than 80 degrees Fahrenheit

∞ Access Control

- ∞ MMC Host to provide secure access to equipment room
- ∞ Only authorized personnel should be granted access



- ⌘ MMC Host to provide 24/7 procedure for access by Network Operator
- ⌘ MMC Host to provide 24/7 procedure for access by Colocators
- ⌘ Power
 - ⌘ MMC Host must provide adequate commercial power for THOR Equipment
 - ⌘ 20Amp, 120VAC dedicated power circuit minimum
 - ⌘ Backup provisions in case of commercial power outage
 - ⌘ Uninterrupted Power Supply (UPS)
 - ⌘ Used to bridge power from time of outage to generator power
 - ⌘ Generator with automatic transfer switch capable of providing power to equipment room during loss of commercial power
- ⌘ Land use/easements/lease
 - ⌘ MMC Host must ensure that the equipment space provided has the proper use, zoning, and easements in place for allowing the use by NWCCOG and Project THOR
 - ⌘ No additional compensation will be provided by NWCCOG for use of space
- ⌘ Colocation
 - ⌘ MMC Host shall make available space for ISPs to locate equipment and connect to THOR within the MMC
 - ⌘ MMC Host to make available entry/exit conduits for delivery of services out of the MMC
 - ⌘ MMC Host to make available roof space (if possible) for locating ISP wireless equipment and/or wireless equipment to connect Community Anchor Institutions



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: 7th Street Change Order

Action Requested: Review and approval of change order No. 6

Department: City Administration

Presented By: Deric Walter

Background Info: In 2016, the City and the DDA constructed the paver and sandstone sidewalks from Blake Avenue to Grand along the south side of 7th Street. Since that date, we have noticed accelerating wear of the white sandstone bands in the sidewalk areas.

This change order proposal would replace the spalling white sandstone bands with a much more durable black granite in the existing sidewalk areas, as well as add black granite bands in the new sidewalk areas. The proposed cost of this work is \$43,775.00.

Issues: The contractor estimates this work will add seven working days to the project.

Staff Recommendation: Action alternatives include

1. Approving the change order cost and schedule.
2. Allowing the placement of the white sandstone bands in the new sidewalk areas (original contract).

GOULD

CONSTRUCTION

T&M Work Detail

Date: 3/29/2019

Gould Job #: 18063

Customer ID: City of Glenwood Springs

To:

Project Manager	Job	Extra Work Description	Date of Work
Kate Whysner	18063 - 7th Street	Flagstone-Granite Replacement on South Sidewalk	April-May
Qty	Line Items	Unit Price	Line Total
1.00	Replacment of existing and bid quantities of Phase 2 Sandstone Flagstone with Black Granite Banding- South Side of 7th Street, Grand to Cooper (incl. necessary repair of Clay Pavers adjacent to banding) - 84 Pieces or approximately 500 SF. Includes removal of existing flagstone.	\$ 36,525.00	\$ 36,525.00
1.00	Traffic Control	\$ 3,500.00	\$ 3,500.00
1.00	General Conditions	\$ 3,750.00	\$ 3,750.00
Subtotal			\$ 43,775.00
Total Extra Work Billing			\$ 43,775.00
Attachments:			
P.O. Box 130, Glenwood Springs, CO 81602 970-945-7291 Phone 970-945-8371 Fax			



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Two Rivers Park -Approval of Amendment to the Design Contract with Land Studio for Landscape and Lighting Design

Action Requested: Approval of an amendment to the design contract with Land Studio. Land Studio is designing the conceptual and final designs for the landscaping and lighting for Two Rivers Park.

Department: Parks & Recreation

Presented By: Brian Smith, Recreation Director

Background Info: The City engaged Land Studio to help with detailed landscaping and lighting plans for the project ahead of the first bid. This scope would slightly broaden their original scope by adding revegetation and lighting along the trail down to the side channel and conceptual lighting and landscaping designs for the lower trail grading analysis and the amphitheater options.

Total cost for all work including final plans, construction documents and specifications for landscape and lighting for the trail to the side channel, the restroom and boat area, the lower trail and the amphitheater (in the final configurations choose by Council) are included in the time and materials proposal of \$28,200.00

Issues: None at this time.

Staff Recommendation: Approve the additional scope for Land Studio for the park.



365 River Bend Way • Glenwood Springs, CO 81601 • Tel 970 927 3690 • landstudio2@comcast.net

March 13, 2019

Ms. Terri Partch, P.E.
City Engineer
City of Glenwood Springs
Via Email: terri.partch@cogs.us

Re: Landscape Architectural and Site Planning Services for Two Rivers Park.

Dear Terri:

Thank you for contacting The Land Studio, Inc. regarding landscape architectural and site planning services for Two Rivers Park in Glenwood Springs, Colorado. The Land Studio, Inc. will work with the City and its consultant group to develop a planting plan concept, planting plan construction drawings, planting plan specifications, lighting concept, and irrigation concept for Region One and Region Two (per attached map) of Two Rivers Park. Conceptual site plans, planting plans, and lighting plans will be developed for Regions Three and Four of Two Rivers Park. AutoCAD .dwg files will be provided by the City of Glenwood Springs as base information for this project. The Land Studio, Inc. anticipates that these landscape architectural and site planning services will take approximately 20 weeks to complete including meetings with the City of Glenwood Springs staff, City Council, and its consultant group.

Updated Scope Elements:

Region 1: Island and Lazy River

Base mapping, conceptual layout of trail and coordination with SGM, revegetation and planting plan along nature trail, preparation of lighting concept, coordination with irrigation consultant, meetings with the City, and final planting plan construction documents and specifications.

Estimated Fees: \$7,500.00

Region 2: Boat Ramp Area Amendments

Base mapping, conceptual layout of parking and coordination with SGM, revegetation and planting plan around restroom and parking areas, preparation of lighting concept, coordination with irrigation consultant, meetings with the City, and planting plan construction documents and specifications.

Estimated Fees: \$9,000.00

Region 3: Trail Layout and Grading Analysis

Base mapping, conceptual layout of trail along river bank and coordination with SGM, conceptual revegetation and planting plan along trail, preparation of lighting concept, coordination with irrigation consultant. meetings with the City.

Estimated Fees: \$7,200.00

The Land Studio, Inc.

Region 4: Amphitheater Options

Base mapping, conceptual layout of two alternate amphitheater locations, conceptual landscape improvements to existing band-stand area, conceptual revegetation and landscape plan for two amphitheater alternatives, preparation of lighting concept for two amphitheater alternatives, coordination with irrigation consultant, meetings with City.

Estimated Fees: \$7,800.00

Proposed Estimated Fees:	\$31,500.00
Less Fees Paid to Date:	\$3,300.00
Total Estimated Fees (this proposal)	\$28,200.00

All landscape architectural services to be performed for the Client shall be performed on a time and materials basis at a rate of \$150.00/hour for the above-described Scope of Work. An estimate for the Scope of Work is \$28,200.00. All expenses, taxes, materials and other charges such as, but not limited to travel and printing expenses incurred by The Land Studio on behalf of Client and not specifically delineated in Scope of Work to be performed by The Land Studio shall be billed at The Land Studio's cost plus ten percent (10%) for handling. The parties understand and agree that The Land Studio acts as consultant and not as a general contractor, general partner, joint venturer, limited partner, or project manager.

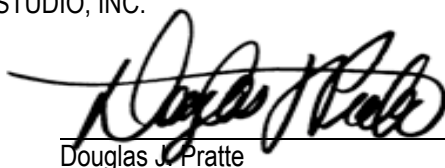
All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue interest at 1 percent interest per month (12.0% A.P.R.). In the event any sum is not timely paid, The Land Studio shall be entitled to all costs of collection, including reasonable attorney's fees and expenses. Client agrees that all statements not objected to in writing within thirty days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of The Land Studio's performance and the value of the services provided to Client.

I would be pleased to answer any questions you may have regarding this letter agreement or to clarify any of the various points above. We look forward to the opportunity to work with you on this project. Please email a signed copy of this agreement and we will proceed with this scope of work.

Sincerely,

THE LAND STUDIO, INC.

By:

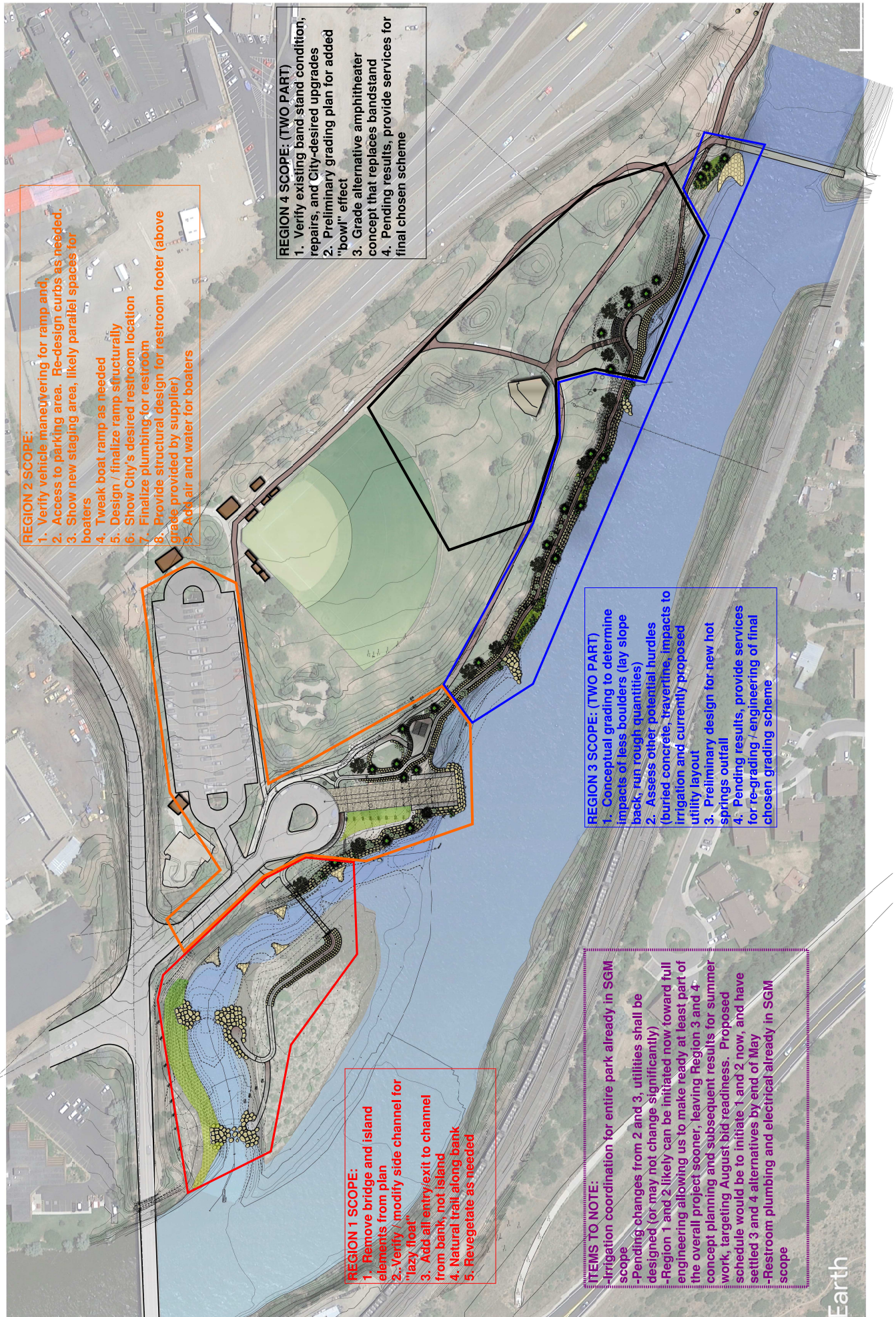


Douglas J. Pratte

Approved by:

Ms. Terri Partch, P.E.
City Engineer
City of Glenwood Springs

The Land Studio, Inc.





City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Ordinance No 13, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Adopting a New Section 090.040.120 regarding Hauling Routes to the Glenwood Springs Municipal Code and Setting Forth the Regulations and Permit Requirement for Commercial Hauling Operations in the City (FIRST READING)

Action Requested: Approval of the attached haul route ordinance; Ordinance No. 13, Series 2019

Department: Engineering

Presented By: Terri Partch, City Engineer

Background Info: In 2017 the City performed a pavement analysis. This analysis identified that approximately 2/3 of the City's streets are in a poor condition, or have failed. It is well known that large heavy trucks increase the rate of degradation of all pavements. This ordinance will help the city to compensate for heavy truck use of City streets through assessing a fee for use based on the weight of the truck, the condition of the pavement and the cost that the city bears to reconstruct its roads.

In calculating the impact fee, the city will require the applicant to provide the City with information related to whether the goods or materials being hauled have been purchased, will be sold, or used within the 81601 zip code. No impact fee will be assessed for hauling deemed to have a benefit to the City including sales and use tax, as well as benefits to the Citizens of Glenwood Springs.

Issues: None at this time.

Staff Recommendation: Approve Ordinance No. 13, Series 2019.

ORDINANCE NO. 13

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADOPTING A NEW SECTION 090.040.120 REGARDING HAUL ROUTES TO THE GLENWOOD SPRINGS MUNICIPAL CODE AND SETTING FORTH THE REGULATIONS AND PERMIT REQUIREMENT FOR COMMERCIAL HAULING OPERATIONS IN THE CITY.

WHEREAS, the City of Glenwood Springs (“Glenwood Springs” or the “City”) is a 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, pursuant to Sections 31-23-101 *et seq.*, 29-20-101 *et seq.*, and 42-4-101 *et seq.*, C.R.S., and the Glenwood Springs Home Rule Charter, the City is authorized regulate the use of roads, streets, and bridges within its jurisdiction to ensure the continued viability of the City’s transportation system and mitigate the impacts and damage sustained as a consequence of commercial truck hauling operations; and

WHEREAS, in 2017, the City completed a Pavement Condition Survey, which documented the increasing degradation and substandard conditions of the City’s roadway infrastructure; and

WHEREAS, the Glenwood Springs City Council finds that the unregulated use of the City’s roads, streets, and bridges for purposes of commercial truck hauling threatens the public health, safety, and welfare by the costly and potentially dangerous degradation of the City’s infrastructure; and

WHEREAS, the Glenwood Springs City Council finds and determines that it is necessary and proper to address the adverse impacts caused to the City’s roadway infrastructure by commercial truck hauling operations through the adoption of appropriate regulations, permit requirements and impact fees for such activities.

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

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

Section 2. A new Section 090.040.120 is hereby added to the Glenwood Springs Municipal Code to read as follows:

090.040.120 – Commercial Truck Haul Route Regulations

(a) *Intent; authority.* City Council finds and determines that these regulations are necessary for the protection of the public health, safety, and welfare from adverse impacts caused by unregulated truck haul route traffic over the City’s roads, streets, and bridges. This Section is

authorized, inter alia, by Sections 31-23-101 *et seq.*, 29-20-101 *et seq.*, and 42-4-101 *et seq.*, C.R.S., and the Glenwood Springs Home Rule Charter.

(b) *Definitions.* As used in this section, the following words shall have these meanings ascribed to them:

Applicant means the person or entity applying for a hauling permit.

ESAL means equivalent single load axle.

Hauling means using a haul route to transport goods or materials by truck from one location to another of 30 round trips or more in a period of 60 days.

Haul route means a designated route taken by a truck on a roadway within City limits that is not a state or federal highway for hauling.

Truck means a vehicle over 30' in length.

(c) *Permit procedures.*

- (1) An application for a hauling permit shall be submitted to the City Manager on a form approved by the City no less than 30 business days prior to the requested date to commence hauling. Annual permits shall be submitted on or before March 1 of each year for hauling that occurs regularly throughout the year.
- (2) Upon receipt of an application for a permit, the City Manager or his or her designee shall refer the same, as appropriate, to the City Engineer, Fire Chief, and Police Chief for review and comment.
- (3) Following review of a permit application, the City Manager may approve, deny, or approve with conditions such permit. The reason for denial or terms of any conditioned permit shall be provided in writing within 10 days of receipt of said application. Denied or conditioned permits may be appealed to the Glenwood Springs City Council within 30 days of the date of notice of such denial or conditioned approval, and a hearing shall be scheduled not less than seven or more than 30 days from the date of appeal.
- (4) A permit shall not be issued until the Applicant pays all applicable impact fees as set forth herein.
- (5) An issued permit shall remain in effect for the duration of the hauling term identified pursuant to section (e)(1)c below.

(d) *Calculation of impact fees.*

- (1) The Applicant will provide the City with the following information to allow the City to calculate the impact fee associated with a hauling permit:

- a. Truck information - a description of the type of truck(s) that will be used for hauling, including the number of axles and proposed loaded weight and weight per axle for each truck.
- b. Haul routes – a description of the haul route(s) that will be used for hauling.
- c. Term – the anticipated period of time during which the hauling will be performed.
- d. Schedule of use – an itemization of the number of trucks that will be used for hauling each day on each designated haul route for the duration of the hauling term.
- e. Determination of tax benefit – if the goods or materials being hauled have been purchased, will be sold, or used within the 81601 zip code, this hauling is deemed to have a benefit to the City including sales and use tax as well as benefits to the Citizens of Glenwood Springs. No impact fee will be assessed for this hauling.

- (2) Based on the foregoing information provided by the Applicant, the City will determine the overall ESAL life expectancy decrease for the roadways in the proposed haul routes and calculate a 20 year life pavement section. The City will then calculate the amount of roadway life lost to the public within the existing roadway design. This information will be multiplied by the square foot replacement cost of the roadway at the beginning of the term and at the end of the term based on an inflation rate of five percent per year.
- (3) The impact fee shall be paid at the beginning of the term, prior to the issuance of the permit, and will be valid for the duration of the proposed term identified by the Applicant. If the hauling continues beyond the original proposed term, the Applicant will be required to obtain a new permit and pay a new fee calculated in an amount consistent with this section. A new permit shall not be issued until the new impact fee is paid by the Applicant.
- (4) If the Applicant's additional ESALs exceed the life expectancy of the existing roadway, the City will calculate the period of time the new load would be applied to a new roadway and the costs to build the roadway to the section needed for the hauling activities. Applicant shall be responsible for paying these additional costs. If the Applicant's additional ESALs do not exceed the life expectancy of the existing roadway, the Applicant shall be responsible for the normal reconstruction costs calculated pursuant to paragraph (2) above.

(e) *Violation; penalty.* Engaging in hauling in violation of this Section 090.040.120 shall be punished by a fine of not more than \$1,000.00 for each occasion.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 21ST DAY OF MARCH 2019.

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 _____ 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Arts Plan Estimates

Action Requested: Approve \$20,000 for the completion of an Art Plan.

Department: Parks & Recreation

Presented By: Brian Smith, Recreation Director

Background Info: At the January 3rd work session with the Arts and Culture Board, the Board presented to Council their list of priorities for 2019 and presented the following:

Priority #1 - Master Public Art Plan including Art Preservation and Restoration

a. Request/Question to City Council: Review and provide direction on long term public art plan and approach. Commit to match grant funds (if selected); allocate funds to create long term public art planning document that would include:

- *city wide needs assessment*
- *policy recommendation for acquisition and approval of new art*
- *recommendations/plan for art preservation and restoration*

b. Overview: Having a designated Master Public Art Plan is vital to not only understand the scope of the City's current collection but to serve as a guide towards future acquisitions. Preservation and routine maintenance are critical to protecting city assets and investments and to maintaining quality art for city residents and visitors. Restoration helps to protect the city's history, elevate the quality of neglected public art and enhances the artistic and cultural experience in the city's public spaces.

c. Existing Assets/Contributions: To date, many of the City's Public Art pieces have already been documented. The ACB has begun potential stakeholder/partner list for outreach including Art Guild, Arts Council, Colorado Mountain College and RE-1 School District.

d. ACB Recommendation: Grant approval to move forward on GIS mapping of existing public art. Allocate funds for a public art plan. Direct staff to assemble RFI or RFQ for public art planning consultant.

Council asked for staff to bring back estimates for an Art Plan. After reviewing several municipalities that have recently undergone this process between \$8,000 to \$50,000 as well as speaking with six Art Plan consultant firms, staff recommends allocating \$20,000 to complete an Art Plan for the City of Glenwood Springs.

Issues: A supplemental budget request for an Art Plan was not approved for 2019. The Arts and Culture Board, in a work session with Council, asked that funding be allocated for an Art Plan. A number of factors affect the cost of Art Plans, the most impact being the amount of public outreach and inclusion during the process. Several of the consultants recommended utilizing the Arts and Culture Board for some of the input. For the size of population and scope the Board would like to include an estimate of \$20,000 was recommended. An example Art Plan RFP is attached.

Staff Recommendation: Staff defers to Council to decide if they would like to allocate funds in the amount of \$20,000 for the completion of a Public Art Plan.



REQUEST FOR PROPOSAL
Facilitate and Develop a Public Art Plan

Date: March 25, 2019
Submittal Deadline: Friday, May 24, 12:00 p.m.

The City of Glenwood Springs is seeking Proposals from consultants, or team of consultants, interested, experienced and knowledgeable in providing professional planning and facilitation services for a creative community planning process and to develop a Art Plan to be implemented by the City of Glenwood Springs Department of Parks, Recreation and Open Space.

Introduction

The City's Arts and Culture Board (ACB) has explored the need for an Arts Plan that will create a common vision for the role arts, culture and creativity should play in the City. Based on the ACB's recommendation, the City Council has approved a City-wide community planning process and the funding for such a project in 2019. The focus of the Art Plan is to develop creative strategies that will guide the work of the City over the next five years (2020-2025).

The resulting Art Plan will bolster the City's existing work and guiding principles, establish a shared vision, identify and prioritize goals and strategies, explore new opportunities, sync with the overall City mission and give direction on how to leverage resources. The goal is to uncover Glenwood's creative assets and recommend strategies to build on those assets to strengthen the community – economically, socially, civically and physically. The Plan will be based upon extensive community input, research of arts industry best practices and trends, analysis of the City's creative assets, discovery of new opportunities, analysis of existing funding sources and research of funding opportunities.

Public Art and Programs can transform communities by priming the climate to grow the arts and cultural ecosystem while shaping its physical and social character. In creative placemaking, partners from public, private, non-profit and community sectors strategically shape the physical and social character of a neighborhood, City, city or region around arts and cultural activities. animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety and brings diverse people together to celebrate, inspire and be inspired.



The following goals have been established for this community planning process, including, but not limited to, the following:

1. Commitment to an inclusive and collaborative process working across sectors, government agencies and the public creating cross-pollination.
2. Defining a shared vision that is authentic to Glenwood Springs.
3. Facilitating the development of a shared understanding that arts and culture contribute positively to communities.
4. Focusing on building lasting networks, relationships and partnerships.
5. Emphasizing place-based strategies customized for Glenwood Springs.
6. Building on existing community priorities and strategic plans.
7. Making community input activities fun and creative.

The ACB and City staff have identified the following goals of interest for the Art Plan. These should be considered as a starting point and evaluated in the planning process.

1. Illustrate how arts, culture and creativity can create a sense of place, community identity and contribute to City branding.
2. Identify key near- and long-term actions to create opportunities to enliven and enhance public spaces throughout Glenwood Springs with arts and cultural activities.
3. Explore and demonstrate how can support and enhance the activities of all City programs, e.g. Parks, Recreation, Open Space, Economic Development and infrastructure.
4. Shape a vibrant public art program, including outlining policies and procedures, and assessing the public art collection for gaps and opportunities.
5. Investigate and craft guidelines for art in private developments.
6. Recommend new funding opportunities and ways to leverage resources.
7. Uncover new partnerships to enhance the delivery of events and arts activities.
8. Assess event activity in City and nearby offered by all organizations and recommend ways to increase quality.
9. Establish tools to measure our success and tell the story of our impact.
10. Uncover ways to encourage and support the creative economy and creative entrepreneurs.

This Request for Proposals (RFP) is intended to gather pertinent information concerning the ability of professional consultants to meet the needs of the City of Glenwood Springs to complete



this project. The City intends to select the consultant and execute an agreement by June 28, 2019, and to begin work as soon as possible following selection.

The attached general Scope of Work, Exhibit A, will be finalized with the consultant and may be submitted with the attached Professional Services Agreement, Exhibit B, for consideration by the City Council.

Interested firms must email a PDF file of their Proposal to Ricky Smith, contact info below, by the deadline: **Friday, May 24, 12:00 p.m.** Late submissions will not be accepted.

Ricky Smith
City of Glenwood Springs
970-384-6445
Ricky.smith@cogs.us

Questions

Questions about the Request for Proposals must be submitted by email to Ricky Smith at the address above no later than Monday, May 1, 12:00 p.m. Responses to questions will be distributed as an Addendum to the RFP on the City website.

Amendments to this Request for Proposal

The City of Glenwood Springs reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the City website as soon as available and shall be the responsibility of the offeror to obtain all addenda. If revisions are of such a magnitude to warrant, in the City's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Selection Process

The statement of understanding, team qualifications and past experience information will be used to select a qualified firm to perform the services described in the Scope of Work. Exhibit D details the evaluation criteria. The proposals will be screened, the most qualified candidates will be selected and interviewed either in-person or by telephone conference call and reference checks will be conducted. The City reserves the right to reject any and all proposals. The successful consultant will execute a Professional Services Agreement, Exhibit B, with the City.

About Glenwood Springs, Colorado



Located on Colorado's western slope of the Rocky Mountains, Glenwood Springs is a growing community of 9,906 people. Incorporated in 1885 and consisting of 4.8 square miles, the city sits at the confluence of the Roaring Fork and Colorado Rivers at an elevation of 5,763 feet and is immediately surrounded by steep-sided mountains that rise to an elevation of over 9,500 feet. Throughout its history and continuing today, Glenwood Springs is known for its medicinal hot sulfur springs that draw tourists from around the world. In addition to the hot springs, the city's proximity to many natural resources attracts outdoor enthusiasts including anglers, hikers, bicyclists and whitewater rafters, to name a few.

About the Arts and Culture Board of Glenwood Springs

Mission and Purpose:

The Glenwood Springs Arts & Culture Board (ACB) is committed to promoting awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors. The ACB believes that arts and culture are integral to vibrancy and the social fabric of our communities. Just as mortar binds building blocks, arts and culture brings people together and encourages meaningful connections.

The ACB is able to assist the community and local organizations in the promotion of arts and culture activities by being an informational hub, providing marketing assistance and letters of support.

Goals and Initiatives:

1. Develop an understanding of the community's arts and culture needs and wants
2. Work with community leaders and organizations to support and advocate for strong and diverse arts and culture programming
3. Seek opportunities for new events and programs to bridge gaps in existing programming
4. Establish a process for reviewing and selecting public art for the City of Glenwood Springs
5. Establish an online information hub of City and regional arts and culture
 - a. events and opportunities, calendar
 - b. public art locations
 - c. venues
 - d. arts and culture news center
6. Support arts and culture programs and organizations with letters of recommendation and marketing assistance

Powers and Duties:

1. To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
2. To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.



3. To provide opportunities for cultural and art experience and education for children and adults.
4. To promote increased interaction and collaboration among artists, art related organizations, and opportunities for growth and exposure.
5. To promote knowledge and appreciation for cultural forms of artistic expression.
6. To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.
7. To advise and consult with local arts groups as requested by such groups or by the City Council.



SUBMITTAL REQUIREMENTS: The City of Glenwood Springs requests that Request for Qualifications are due on or by 2:00 PM., April __, 2019 (note: this is not a postmarked date). Submittal by FAX is not acceptable for this proposal. **Responses may also be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include bid number in the subject line of the email. If email responses are not sent to the email address listed above, they will be considered as non-responsive and will not be accepted.**

SUBMITTALS:

Please include the following information in your response:

- Cover letter expressing interest in the project and contact information.
- Examples of at least three projects similar in scope to this request including location, scope of project, client name & contact, and project budget.
- Firm profile including firm background, number of years in business, size of firm, names and resumes or vitas of key staff who will be assigned to this project. If you are partnering with another firm please include the same information for all partners and a description of their expected level of involvement in this project.
- Rate sheet for staff members that will be assigned to this project including incidentals and travel expenses.
- Indication of availability to begin and complete the project.
- References. Please provide a minimum of three references for recently accomplished work. If you are partnering with one or more firms, please also include a minimum of three references for each firm.
- Any additional information that will demonstrate the firm's qualifications and ability to successfully complete a project of this scope.

SELECTION PROCESS: The project team will review and evaluate submittals based upon the firm's demonstrated ability to meet the purpose and requirements of this Request for Qualifications. Specific evaluation criteria include:

1. Results of reference checks and past performance for other clients.
2. A list of three similar projects you have completed.
3. Proposing firm's fee structure ("not to exceed cost") based on the services to be provided including all expenses.
4. Consultant's approach to their project time-line as it relates to their proposed tasks and scope of work outlined within their submitted proposal.

The criteria are not listed in any particular order of importance. From the responses received, the City will rank the responses, and may decide to schedule oral interviews with the top two or three ranked firms. After completing the interviews, the City will select a firm then negotiate and finalize the specific work plan with the selected firm. The City of Glenwood Springs reserves the right to reject any and all submittals.



Mail or deliver responses to:

City of Glenwood Springs Procurement Department
101 W. 8th Street, First Floor
Glenwood Springs, CO 81601

If mailing or delivering your response, it must be in a sealed package with the following information clearly delineated on the outside of the package:

Name of the Firm
BD#2019-()
Art Planning
Due Date: April __, 2019

LATE RESPONSES:

Responses received after the time and date specified, whether delivered, mailed, or emailed, will not be considered and will be returned to the submitting party unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the office of the Procurement Department prior to the time and date specified.

- References. Please provide a minimum of three references for recently accomplished work. If you are partnering with one or more firms, please also include a minimum of three references for each firm.
- Any additional information that will demonstrate the firm's qualifications and ability to successfully complete a project of this scope.

PRE-PROPOSAL CONFERENCE IS RECOMMENDED: A pre-proposal conference will be held on April __, 2019 at 10:00 am in Council Chambers at City Hall, 101 West 8th Street, Glenwood Springs, Colorado to discuss the requirements of the Request for Qualifications. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the Scope of Work. Following the pre-bid conference, you will be allowed to inspect the site to assist in the formulation of your response

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

SELECTION SCHEDULE

Advertise Proposal	
--------------------	--



Pre Bid/Proposal Meeting	
Questions Due	
Submittals due	
Project advisory group review; consultant ranking; interview scheduling if needed	
Award of RFQ	

The criteria are not listed in any particular order of importance. From the responses received, the City will rank the responses, and may decide to schedule oral interviews with the top two or three ranked firms. After completing the interviews, the City will select a firm then negotiate and finalize the specific work plan with the selected firm. The City of Glenwood Springs reserves the right to reject any and all submittals.

This request for proposal may be canceled by the City, and any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City.

Insurance Requirements:

The Contractor 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 \$ 1,000,000
 Products/completed operations aggregate \$ 1,000,000
 Each occurrence limit \$ 500,000
 Personal & advertising injury limit \$ 500,000
 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"

Professional Liability:

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 profession must be applicable to your work for our City

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

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required.

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.

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, Procurement Manager, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, ricky.smith@cogs.us fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received at least ten calendar days prior to the scheduled opening of the Solicitation.

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

RESPONDENT DUE DILIGENCE:

Each respondent shall judge for themselves as to all conditions and circumstances having relationships to the RFQ and become informed about the unique challenges of working in the City of Glenwood Springs. Failure on the part of any respondent to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its RFQ.

SUBMITTAL OWNERSHIP:

- A. All materials submitted with regard to this solicitation become the property of the City and will only be returned at the City's option. The City shall have the right to use all ideas or adaptations of the ideas contained in Qualifications received, subject to the confidential or proprietary limitations contained herein. Disqualification of any document does not restrict or eliminate this right.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response requests otherwise and specific parts of the response can be shown to be exempt from public information. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of



Glenwood Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

- C. This is not a public bid opening, therefore, the City of Glenwood Springs will not release any information except for a list of vendors who submitted qualifications. The City of Glenwood Springs will confirm receipt of your RFQ if requested.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

All submittals in response to this RFP become public record and therefore become subject to public inspection. Any confidential information contained in your submittals must be clearly identified as such or it will not be treated as confidential or proprietary by the City and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of proprietary or confidential information by the respondent places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. Submittals in their entirety cannot be specified confidential or proprietary.

AMENDMENTS:

In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the respondent to make an adequate interpretation of this RFQ, a supplement to the RFQ will be provided to each potential Respondent who has obtained a RFQ and registered with the City's Procurement Department. Amendments to this RFQ may be issued at any time prior to the time set for receipt of Proposals. Respondents are required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed RFQ submittal.

RFQ PREPARATION COST:

Expenses incurred by prospective respondents in preparation, submission, and presentation of this RFQ are the responsibility of the respondents and cannot be charged to the City.

PROJECT MANAGER:

Nathan Mohrmann will be the Project Manager for this solicitation.



(SAMPLE) AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of ____, 2019 between the CITY OF GLENWOOD SPRINGS, a municipality under the laws of the State of Colorado ("City"), and _____, a Colorado corporation ("Contractor").

WITNESSETH:

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

1. Scope of Agreement. Contractor agrees to provide the City with _____ services for the City's _____, as more fully identified on Exhibit A attached hereto and incorporated herein. All signage, advertising, and media communications shall be approved by the City prior to dissemination by Contractor.
2. Consideration. The City agrees to compensate Contractor for its fees and services in an amount not to exceed _____ Dollars (\$_____.00). Contractor shall submit a bill for approval and payment on a monthly basis until completion of the services.
3. Term. This Agreement shall be effective as of _____, 2016 and shall extend until _____, 2016, or unless earlier terminated due to completion of the services identified in Exhibit A or pursuant to Section 15 of this Agreement. Contractor represents, covenants, and agrees that it will not undertake any obligations or make any commitments that will limit or prevent timely completion of this Agreement.
4. Agreement Subject to Appropriations. It is expressly understood and agreed that the City's performance of this Agreement is subject to appropriations being made by the City Council of the City of Glenwood Springs. In the event City Council fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.
5. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the City for any purpose. Contractor is not entitled to workers' compensation benefits and is obligated to directly pay all federal and state income tax obligations on compensation earned under this Agreement.
6. Employees and Subcontractors. The providing of professional services required under Section 1 of this Agreement shall be the responsibility of the Contractor. Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement.



Supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor.

7. Standard of Care. The standard of care applicable to Contractor's services will be the same degree of care, skill, and diligence employed by highly competent professionals performing the same or similar services. In case of any conflict between the interests of the City and any other entity, the Contractor shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.

8. Duty to Warn. Contractor agrees to call to the City's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the City or any other party that it becomes aware of and believes may be unsuitable, improper or inaccurate in a material way. However, Contractor shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the City. Nothing shall detract from this obligation unless the Contractor advises the City in writing that such data may be unsuitable, improper or inaccurate and the City nevertheless confirms in writing that it wishes Contractor to proceed according to the data as originally given.

9. Documents. All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the City. The Contractor, upon request by the City, agrees to provide documents or any other materials developed specifically for the Project in a fully accessible and electronically editable format (for example, Word or WordPerfect). The Contractor shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the City.

10. Indemnity. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

11. Patented Devices, Materials, and Processes. Contractor shall hold and save harmless the City from any and all claims for infringement by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of its' services under this Agreement.

12. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by its



negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against by reason thereof. Contractor's obligation to indemnify the City as set forth in this Agreement shall survive the termination or expiration of this Agreement. Contractor or its insurer(s) shall pay all claims and losses of any nature whatsoever 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.

13. Insurance. Contractor agrees to provide proof of general liability insurance to the City, which names the City as an additional insured thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000.00) and proof of professional liability insurance coverage of at least One Million Dollars (\$1,000,000.00) for each claim and aggregate limit. Contractor shall maintain this insurance for the term of this Agreement.

13.1 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of Contractor's indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

13.2 It is understood and agreed, for the benefit of the City, that the following additional considerations shall apply to all coverage specified herein:

13.2.1 All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.

13.2.2 The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.

13.2.3 Advice of renewal is required.

13.3 It is understood and agreed that should any policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized agent shall give notice to the City in accordance with policy provisions.

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



15. Termination. If at any time the City is dissatisfied with the services of Contractor for any reason whatsoever, the City may terminate this Agreement effective immediately upon the delivery of written notice to Contractor. In the event of any such termination, the City shall pay Contractor for services rendered to the date of termination. In the event of such termination, Contractor shall promptly deliver to the City all drawings, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of its services under this Agreement up to and including the date of termination.

16. Agreement Administration and Notice. For purposes of administering this Agreement, the City's _____ will represent the City in carrying out the purposes and intent of this Agreement.

Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City:

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:

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

18. No Assignment. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

19. 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.



20. 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.

21. No Third Party Beneficiaries. The parties intend no third party beneficiaries under this Agreement. Any person other than the City or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.

22. Attorneys' Fees. Should this Agreement become the subject of litigation between the City 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.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2018.

CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____
Mayor

Catherine Mythen Fletcher, City Clerk

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney



CONTRACTOR:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

By: _____
Name: _____
Title: _____

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was acknowledged before me
this _____ day of _____, 2018 by _____ as _____ of
_____.

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

Notary Public



**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: _____

EXHIBIT A

SCOPE OF WORK

The City of Glenwood Springs is seeking a professional consultant, or team of consultants, to furnish all expertise, labor and resources to facilitate a creative community planning process and develop an Art Plan with a five-year horizon (2020-2025). The consultant must work closely with the City Parks and Recreation staff to achieve all objectives set forth in the Scope of Work. The following Scope of Work represents the baseline expectations the City has for a consultant; however, suggestions of alternate processes or structures of equal or better benefit will be considered. The precise final Scope of Work will be negotiated with the selected consultant.

1. **Develop Project Framework, June 2019:** Work with the Parks and Recreation staff to develop the project framework. The framework will outline the project objectives and outcomes, guiding principles, lines of communication with the City, identify known stakeholders, define public outreach efforts, design the research path, chart a project promotion plan, confirm deliverable reports and finalize the project timeline.



2. **Conduct Public Engagement and Dialogue, July-September 2019:** Identify, describe and implement a comprehensive strategy and methodology for resident and visitor involvement in the planning process, including Steering Committee (ACB) engagement, creative outreach, a questionnaire, stakeholder interviews and online input options, including, but not limited to, the following:
 - a. Lead a kick-off meeting with the ACB (Steering Committee) and meet monthly to share updates and receive feedback. The Committee meets on the Third Tuesday of every month at 6:00 p.m. The first meeting may be scheduled for June 18th.
 - b. Prepare a brief communication plan for keeping the public and stakeholders up to date, and assist the City in executing the plan. This should include a recommendation on setting up a community webpage about the planning process and, if possible, be used to gather input, whether hosted on the City website or another website.
 - c. Coordinate and facilitate two creative and fun public engagement workshops/meetings: 1) To announce the planning process and begin to gain input and buy-in, potentially late-July, and 2) To report back findings and share preliminary Art Plan options and gain further input, in the fall 2019.
 - d. Conduct an online community questionnaire.
 - e. Conduct one-on-one or group interviews with stakeholders as needed.
3. **Gather Information and Conduct Research, July-October 2019:**
 - a. Perform a Needs Assessment for the community-at-large regarding services, programming, activities and facilities; identify potential programs, events and locations for the development of future strategies.
 - b. Provide three municipal case studies to showcase industry best practices and trends in creative placemaking. These municipalities should be comparable with Glenwood Springs in community characteristics. Provide three case studies of municipalities that provide public art programming.
 - c. Research and provide explanation of the economic impact of arts and culture in the region and in Colorado. Explain the impact arts and culture could have in Glenwood Springs based on this data gathered and the final Art Plan recommendations.
 - d. Inventory creative assets in Glenwood Springs.
 - e. Research and provide recommendations on potential funding mechanisms for and how to leverage existing resources.



- f. Provide guidance on best practices/guiding principles for municipal public art programs, including policies, procedures and an inventory of placement opportunities.
- g. Review relevant City strategic plans to identify how it can dovetail into existing plans and goals.
- h. Prepare a report on the findings to be added as an addendum to the Art Plan.

4. Facilitate Approval Process, November 2019-February 28, 2020:

- a. Present a preliminary version of the Art Plan to the ACB Committee potentially at the November meeting (date to be determined) and incorporate feedback.
- b. Present the Draft Art Plan approved by ACB to the community at the second community meeting, see item 2.c. above, and incorporate feedback, potentially in December 2020.
- c. Present a final recommended version of the Art Plan to the ACB Committee for review and Advisory Committee approval, potentially January 2020.
- d. Prepare a presentation to the City Council summarizing the key findings and recommendations in the Art Plan as approved by ACB, presentation likely to be scheduled Fall 2019.

5. Submit Final Deliverables, March 2020:

- a. The Art Plan (2020-2025) must include an executive summary, vision and mission statements, guiding principles, a summary of the research findings and public input, prioritized goals and objectives, an implementation plan and measures of success by which progress on the plan can be assessed.
- b. A report of the findings from research and public input as an addendum and any other relevant addenda.
- c. Printed and bound copies (15) of the Art Plan for distribution to the City Council and staff for their final review and approval.
- d. Upon adoption of the Art Plan by the City Council, deliver 10 printed and bound copies of the approved Art Plan and provide digital versions in two formats on a thumb drive: one MS Word file and one PDF file.
- e. Work with staff to design and print up to 100 copies of a brochure or one-pager featuring an excerpt of the executive summary, vision statement, goals and other relevant information, and provide the original design file and a PDF file.

Preliminary Timeline



Bidders should address the suggested timeline below and provide any revisions based on experience and availability.

June 28, 2019	Agreement Executed
July 2019	Develop Project Framework
July-September 2019	Conduct Public Engagement and Dialogue
July-October 2019	Gather Information and Conduct Research
November 2019-February 28, 2020	Facilitate Approval Process
March, 15 2020	Submit Final Deliverables



EXHIBIT B
DRAFT AGREEMENT



EXHIBIT C

BIDDER'S QUALIFICATION STATEMENT

Submit this Qualifications Statement showing the qualifications of Bidder. The qualification statement is intended to assure the City that a high degree of overall workmanship can be expected, and that the Work will be completed within the time limits contained in the Contract Documents.

All items on the statement must be answered in full and submitted with the Bid. The qualification statement will be reviewed by the City after all Bids have been received and opened and prior to award.

The Bidder shall answer and furnish the following items for review:

1. Name of Bidder: _____
2. Permanent address and phone number of Bidder: _____

3. Date company was organized: _____
4. If a corporation, where incorporated: _____
5. Number of years engaged in contracting business under present firm or trade name: _____
6. List of jobs under contract that will be in progress as the same time as this contract, indicating client and telephone number, size, type of job and percentage of completion of each and date of completion. (Use additional sheets if necessary) _____

8. List of projects of this size and complexity completed within the last three (3) years along with contract amount, client's name and address. _____



9. Have you ever failed to complete any work awarded to you? If so, when, where, and why?

12. Number of Employees at your firm, and number that would be dedicated for this contract?



EXHIBIT D
EVALUATION CRITERIA

Proposals will be evaluated based on, but not limited to, the following considerations and criteria. The City reserves the right to change the evaluation criteria at any time.

Proposal Content Area	Max Score	Assigned Score
Project Approach: Overall	30	
Project Approach: Fun, Innovation, Creative	15	
Project Approach: Cost Estimate	15	
Qualifications and Personnel	40	
TOTAL	100	



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item:	Landfill Rate Study and Resolution 2019-20, A Resolution of the City of Glenwood Springs, CO, Setting 2019 Rate Fees
Action Requested:	Approval of Resolution No. 2019-20, a Resolution of the City Council of the City of Glenwood Springs, Colorado, Setting 2019 Landfill Fees.
Department:	Public Works
Presented By:	Matthew Langhorst, Director Public Works
Background Info:	The City of Glenwood Springs will be resuming operations of the South Canyon Landfill on April 1st, 2019. The City last completed a rate review in 2013 at which time the Council approved Resolution 2013-26, attached. The City looks at the Landfill rates a minimum of every 5 years, so starting in 2018 American Environmental Consulting, Inc (AEC) started a new rate study looking at Solids and Liquid volume rates. The Solids rate study was completed at the end of 2018, the Liquids rate study was completed in March 2019. Both studies have been attached for Council review. The rate studies show that the City should increase rates for Municipal Waste, Construction/Demolition, Sludge, Septage, Car Wash and Grease to come closer to surround area rates. The studies also suggested that the Landfill go to an "In and Out of County" rate structure such as many surrounding Landfills have in place. The Landfill is a benefit to the residents of Glenwood Springs and staff wants to make sure that it is not the repository for other communities without them paying their fair share of the operations and air space costs associated with the Landfill, thus the County boundary based rate structure. AEC and staff have reviewed the rates within the local area and decided that rate increases were needed, but that the City would not push those rates as high as we possibly could for purely financial benefit. It was decided to look at them as "how will these rates affect local businesses and residents" with a balance of financial needs for the Landfill operation and minimal effect on business bottom lines. Thus the compromised lower rates proposed than could have been recommended.
Issues:	No issues are currently seen with the minimal rate increase to put the City Landfill at more of a balance with surround communities.
Staff Recommendation:	Staff is recommending approval of Resolution No. 2019-20, a Resolution of the City Council of the City of Glenwood Springs, Colorado, Setting 2019 Landfill Fees.

RESOLUTION 2019 - 20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, SETTING 2019
LANDFILL FEES.**

WHEREAS, City Council sets fees for the Glenwood Springs Landfill Enterprise; and

WHEREAS, the most recent adjustment to Landfill fees was approved in September 2013;
and

WHEREAS, the City engaged AEC to review and recommend fees for 2019 taking into
account the needs of the community, the City, the operational needs of the Landfill Enterprise and
other area landfills; and

WHEREAS, AEC made recommendations regarding fees in consultation with the City;
and

WHEREAS, City Council wishes to implement updated fees for 2019 finding that they
are necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the Landfill Fee
Schedule as set forth on **Exhibit A** attached hereto and incorporated herein, effective May 1, 2019.

INTRODUCED, READ, AND PASSED THIS 4TH DAY OF APRIL 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

Exhibit A

South Canyon Landfill Tipping Fees

Waste Stream	In County	Out of County
Municipal Solid Waste	\$49.00/ton*	\$49.00/ton*
Residential/Mixed	\$0.02/lb.*	\$0.02/lb.*
Construction/Demolition	\$48.00/ton*	\$68.00/ton*
Concrete, clean (No rebar or mesh)	\$20.00/ton*	\$20.00/ton*
Concrete, dirty (With rebar or mesh)	\$40.00/ton*	\$40.00/ton*
Contaminated Soil	\$52.00/ton*	\$52.00/ton*
Brush and Wood (separated)	\$ 3.20/cubic yard*	\$ 3.20/cubic yard*
Metal Appliances	\$10.00/each*	\$10.00/each*
Other Recyclable Metal (separated)	\$20.00/ton*	\$20.00/ton*
Large Animal (elk, cow, etc. - over 300lbs)	\$12.00/each*	\$12.00/each*
Medium Animal (deer, etc. - up to 300lbs)	\$10.00/each*	\$10.00/each*
Small Animal (dog, cat, etc. - up to 100lbs)	\$8.00/each*	\$8.00/each*
Yard Waste and Clean Fill	No Charge	No Charge
Non-friable Asbestos	\$50.00/ton*	\$50.00/ton*
Septic Sludge	\$0.20/gals*	\$0.30/gals*
Car Wash Sludge	\$0.25/gals*	\$0.30/gals*
Grease Sludge	\$0.30/gals*	\$0.35/gals*
Sludge	\$39.14/ton*	\$45.00/ton*
Tires:		
Passenger Car/Light Truck	\$5.00/each*	\$5.00/each*
Passenger Car/Light Truck with Rim	\$10.00/each*	\$10.00/each*
Large Truck	\$10.00/each*	\$10.00/each*
Large Truck with Rim	\$20.00/each*	\$20.00/each*
Equipment	\$30.00/each*	\$30.00/each*
Equipment with Rim	\$40.00/each*	\$40.00/each*
Tires Cut (quartered or sidewall cut out)	\$89.00/ton*	\$89.00/ton*
Minimum Charge	\$8.00/load*	\$8.00/load*
Each Uncovered Load	\$20.00*	\$20.00*

* = Plus State User Fee

CITY OF GLENWOOD SPRINGS SOLID WASTE RATE STUDY



Prepared for:

**City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, Colorado 81601
(970) 945-5375**

Prepared by:

**AMERICAN ENVIRONMENTAL CONSULTING, LLC
8191 Southpark Lane Suite 107
Littleton, Colorado 80120
(303) 948-7733**

DECEMBER 2018

CITY OF GLENWOOD SPRINGS

RATE STUDY

TABLE OF CONTENTS

	<u>Page</u>
1.0 PROJECT GOAL:	1
2.0 CITY OF GLENWOOD SOLID WASTE FACILITY OPERATIONS	2
2.1 Municipal Solid Waste Landfill Operations	2
2.1.1 Landfill Construction	3
2.1.2 Landfill Volumes and Estimated Site Life.....	3
2.2 Compost and Septage Operations	4
2.3 Recycling Operations.....	7
3.0 ANNUAL FACILITY WASTE TYPES, VOLUMES, REVENUE, AND EXPENDITURES.....	8
3.1 Facility Revenues.....	8
3.2 Facility Expenditures	11
3.3 Revenue vs. Expenditures.....	12
4.0 CAPITAL EXPENDITURES	14
4.1 Completion of the Lined Area in Phase 4C	14
4.2 Landfill Capacity Expansion.....	15
4.3 New Compost Facility Construction.....	15
5.0 COMPETING LANDFILLS VOLUME AND RATE COMPARISON	18
5.1 Eagle County Landfill:	18
5.2 West Garfield County Landfill	21
5.3 Pitkin County Landfill	21
5.4 Area Landfill Volumes Compared to South Canyon.....	22
6.0 SUMMARY	28
6.1 Competition Rate Summary.....	28
6.2 Disposal Volume Summary	29
6.3 Decrease Expenses.....	29

TABLES

Table 2-1 - Volumes of Waste to The South Canyon Landfill as Per HSRF	3
Table 2-2 - Remaining Site Life of Permitted Area.....	5
Table 2-3 - Remaining Site Life With 14.4 Acre Expanded Area.....	5
Table 2-4 - Remaining Site Life With 20.1 Acre (Vert and Phase 6) Expanded Area	6
Table 3-1 - Landfill Revenue Sources	8
Table 3-2 - 2017 Waste Type Revenue and Percentages.....	9
Table 3-3 - Volumes of Waste to The Facility 2010 To 2017	10

Table 3-4 - Waste Types Accepted at The South Canyon Landfill	10
Table 3-5 - Solid Waste Expenditures	11
Table 3-6 - South Canyon Revenue and Expense Summary 2016-1018.....	13
Table 4-1 - Remaining Construction Estimate.....	14
Table 4-2 - Expansion Construction Estimate	16
Table 4-3 - CQA Estimate	17
Table 5-1 - Current Rates Vs 38% Increase Vs. Competition Rates	19
Table 5-2 - Volumes of Waste to Area Landfills as Per HSRF	22
Table 5-3 - Cost for Transporting Waste from Pitkin to Competing Landfills	27
Table 6-1 - Current Rates vs 38% Increase Vs. Competition Rates	28

FIGURES

Figure 1 - Area Landfill Locations	20
Figure 2 - SCLF vs Pitkin Location.....	24
Figure 3 - Eagle vs Pitkin Location	25
Figure 4 - West Garfield vs Pitkin Location.....	26

PLATES

- Plate 1: SCLF Current Conditions
- Plate 2: SCLF Vertical Expansion
- Plate 3: SCLF Vertical and Lateral Expansion

1.0 PROJECT GOAL:

The goal of the rate study is to determine whether rates should be modified in the future to ensure sufficient revenue for all operating costs and capital costs. It is also intended to include a review of the facilities nearest competitors and compare their current rates, annual volumes, waste streams accepted, and remaining site life to the South Canyon facility.

The last solid waste rate study was completed in 2013 and the rates were adopted in 2013. Solid waste rates were not modified since then. The City of Glenwood Springs (City) is committed to providing high quality, reliable solid waste service for its citizens. It is important for the City to continually maintain, repair, and improve the assets it holds and to manage ever increasing operating costs.

The proposed rates are based on ensuring that the City collects the necessary revenue to cover fixed expenses, to fund capital improvements, and to increase reserves used to fund ongoing repair and replacement of the solid waste operations in order to maintain reliable service in future years.

2.0 CITY OF GLENWOOD SOLID WASTE FACILITY OPERATIONS

The City of Glenwood manages solid waste using the South Canyon Landfill (SCLF) that now includes the landfill, a composting operation, a recycling dropoff center, a septage pond disposal facility, and a biosolids drying pad. The facility property encompasses in excess of 500 acres.

The operations at the solid waste management property, including the landfill itself and the compost operations, are currently operated under an annual contract with Heartland. The vast majority of day to day operations are conducted by Heartland while the City provides the Landfill Superintendent, Gate Cashier, and one equipment operator. The City is responsible for overall regulatory compliance (including gas and groundwater monitoring and reporting), permitting, and landfill management. Heartland is essentially responsible for every other aspect of the landfill operations.

2.1 Municipal Solid Waste Landfill Operations

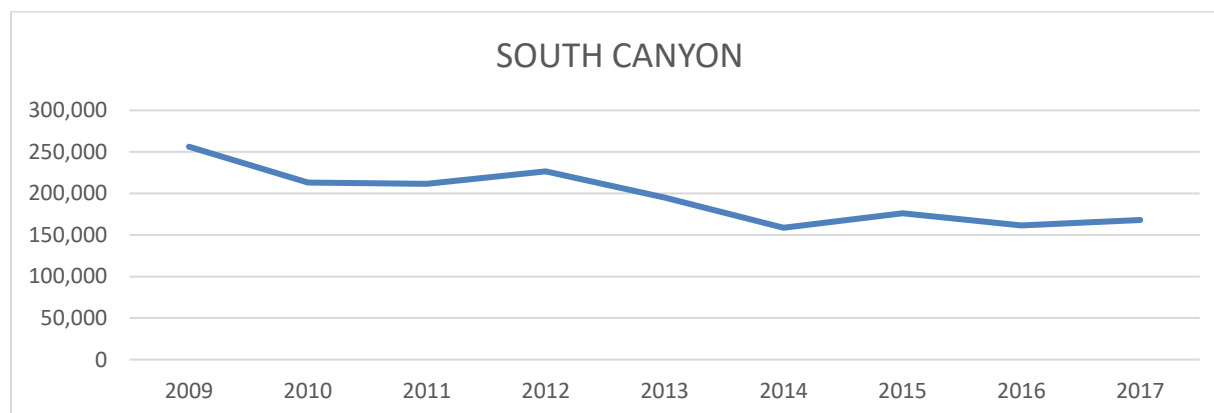
The South Canyon Landfill (SCLF) serves primarily the Glenwood Springs area and has reportedly been in operation since the 1950's. Additional waste is disposed at the landfill from eastern Garfield County and the Carbondale, Redstone, Marble area as well as Silt and New Castle. The SCLF also receives some contaminated soils from oil and gas industry operations, although the volume has dropped off in recent years.

The permitted filling footprint of the landfill is 40.9 acres of which approximately 40 acres is filled or constructed and ready to be filled. 0.84 acres have not been constructed within the permitted area and an additional 0.81 acres will need to be constructed to complete the liners on all floor areas. The remaining portions of the landfill are canyon walls and unlined so ready to be filled. The acreages are more clearly indicated on the attached drawing (Plate 1). The remaining waste disposal capacity and site life are included in Section 2.1.2.

In 2017, according to the Solid Waste User Fee report submitted by Glenwood, the SCLF accepted 167,994 CY of waste to the landfill. This continues a downward trend for volumes to the landfill as shown in Table 1 and the associated chart.

TABLE 2-1 - VOLUMES OF WASTE TO THE SOUTH CANYON LANDFILL AS PER HSRF (CYs)

	2009	2010	2011	2012	2013	2014	2015	2016	2017
SOUTH CANYON	256,235	213,227	211,509	226,475	194,985	158,694	176,280	161,298	167,994



2.1.1 Landfill Construction

The landfill constructed Phases 4A, 4B and a major portion of 4C that creates many years of landfill site life, as noted in Table 2. Construction costs for the remaining 1.65 lined acres are estimated for the purposes of determining the costs associated with completing the landfill liner as currently permitted plus a small area considered an expansion. The small expansion area is included because it is likely less expensive to complete the floor liner of this area now rather than do it later after the expansion area is permitted. The construction costs are included in Attachment 3 and are based on unit rates from the recently completed Phase 4C construction.

Once the remaining portion of the landfill floor is constructed, there is very little other construction to be completed unless the expansion includes the leachate pond.

2.1.2 Landfill Volumes and Estimated Site Life

The remaining site life of the landfill is calculated for both the existing, permitted landfill and for a potential expansion of the landfill up the canyon wall. Plates 1 shows the current fill limits and the proposed expansion limits. Plate 2 shows the expansion final cover contours and estimated capacity. The expansion does not include additional liner construction beyond what is intended for Phase 4C (roughly 1.65 acres).

The remaining permitted capacity of the landfill is estimated based on CAD calculations of the currently permitted fill area (40.9 acres) and final cover configuration as 1,236,839 CY. Currently, the landfill is estimated to consume approximately 52,221 CY of airspace each year (2017 calculations), based on recent CAD calculated airspace usage and density calculations of 1,454 per CY. Assuming 3 feet of final cover (6 inches of daily cover and 30 inches of final

cover) and 10 percent of the capacity used for soil cover, the remaining permitted site life is estimated to be approximately 18 years (Table 2-2).

If an additional 14.4 acres (a total of 54.7 acres), the area north of the permitted landfill extending to the canyon wall drainage trench, were to be added to the filling footprint, a total remaining capacity of the landfill would be approximately 6,212,428 CY (CAD calculated). Assuming 20% of this additional capacity may be used up with a shallower slopes and terraces for drainage, stability, and access reasons, the calculated capacity would be 4,969,942 CY. Assuming 292,736 CY of final cover (CAD calculated) and 10 percent of the capacity used for ADC and soil cover, the remaining permitted site life is estimated to be approximately 80 years (Table 2-3). It should be noted that this expansion of the canyon-type landfill results in a greater capacity with no additional horizontal expansion. Additional horizontal expansion can be designed also and will result in additional capacity as well as additional construction and permitting costs.

The landfill can also be expanded horizontally to the west (Phase 6 shown on Plate 3) in an area of approximately 5.7 acres. The area will require a new liner system but could result in a total capacity (with the vertical expansion area) of 7,066,126 CY or an additional 854,798 CY. This could equate to an total site life of 91 years (Table 2-4).

2.2 Compost and Septage Operations

The South Canyon facility hosts the composting and septage pond operations. These operations are outlined together in this section because the ponds hold the material used as moisture conditioner for the compost along with the dunking pond that holds grease and sandtrap waste. The septage in the ponds will also evaporate from the ponds as a disposal function. The compost is currently completed in an unlined trench. Septage is mixed with a bulking agent such as brush and wood that has been shredded, and paper, cardboard, and other similar materials. The material is mixed using a trackhoe. The material is tested quarterly to ensure the destruction of pathogens and is stockpiled for screening and sale after it meets the destruction standards. The compost facility Engineering Design and Operations Plan has been updated and approved by the CDPHE. As a result, the compost facility has been approved to be rebuilt including closing the current facility.

Table 2-2 Remaining Site Life of Permitted Area				
Total Remaining Fill Capacity =	1,236,849	CY	CAD Calculated	
Total Permitted Fill Area Acreage =	40.9	acres		
Total Permitted Fill Area Sq Ft =	1,781,604			
Final Cover Thickness =	2.50	ft		
Final Cover Soil =	164,963	CY of Final Cover		
Daily Cover Soil =	10.00%	assumed capacity taken up by operations cover soil		
Daily Cover Soil Capacity =	123,685	CY		
Remaining Waste Fill Capacity =	948,201	CY		
2017 Weight to the Landfill =	37,965	tons (from LF records including concrete, C/D, muni and resid waste)		
Assume the in-place waste weight =	1454	lbs/CY in place		
Assume the in-place waste weight =	0.727	tons/CY in place		
Volume in place annually in the landfill =	52,221	CY per year in place volume		
Years of site life remaining =	18	years		
Table 2-3 Remaining Site Life with 14.4 acre Expanded Area				
Expansion Fill Capacity =	6,212,428	CY	CAD Calculated	
assumed expansion fill capacity =	20.00%	reduced because of stability and terraces, etc.		
Final Expansion Fill Capacity =	4,969,942	CY		
Total Permitted Fill Area Acreage =	55.3	acres		
Total Permitted Fill Area Sq Ft =	2,408,868	SF		
Final Cover Thickness =	2.50	ft		
Final Cover Soil =	292,736	CY of Final Cover CAD Calculated		
Daily Cover Soil =	10.00%	assumed capacity taken up by operations cover soil		
Daily Cover Soil Capacity =	496,994	CY		
Remaining Waste Fill Capacity =	4,180,212	CY		
2017 Weight to the Landfill =	37,965	tons (from 2017 LF records including concrete, C/D, muni and resid waste)		
Assume the in-place waste weight =	1454	lbs/CY in place		
Assume the in-place waste weight =	0.727	tons/CY in place		
Volume in place annually in the landfill =	52,221	CY per year in place volume		
Years of site life remaining =	80	years		

Table 2-4 Remaining Site Life with 20.1 acre (Vert and Phase 6) Expanded Area				
Expansion Fill Capacity =	7,066,126	CY	CAD Calculated	
assumed expansion fill capacity =	20.00%	reduced because of stability and terraces, etc		
Final Expansion Fill Capacity =	5,652,901	CY		
Total Permitted Fill Area Acreage =	55.3	acres		
Total Permitted Fill Area Sq Ft =	2,408,868	SF		
Final Cover Thickness =	2.50	ft		
Final Cover Soil =	320,373	CY of Final Cover CAD Calculated		
Daily Cover Soil =	10.00%	assumed capacity taken up by operations cover soil		
Daily Cover Soil Capacity =	565,290	CY		
Remaining Waste Fill Capacity =	4,767,238	CY		
2017 Weight to the Landfill =	37,965	tons (from 2017 LF records including concrete, C/D, muni and resid waste)		
Assume the in place waste weight =	1454	lbs/CY in place		
Assume the in place waste weight =	0.727	tons/CY in place		
Volume in place annually in the landfill =	52,221	CY per year in place volume		
Years of site life remaining =	91	years		

2.3 Recycling Operations

Glenwood moved the dropoff recycling facility to the landfill property from an in-town location. The recycling facility uses a series of rolloff containers to segregate recyclable materials. There are limited recycling rollofs at the landfill entrance also. The center is manned by a Recycling Technician employee that also helps with other landfill operational activities such as traffic control and waste screening. In the future, there may be advantages to having the recycling center moved back to a location within the City limits.

The Recycling Center is currently opened Tuesday, Wednesday, Thursday, and Saturday for approximately 7 hours each day. A Recycling Technician is on site during this period and is a full-time employee.

3.0 ANNUAL FACILITY WASTE TYPES, VOLUMES, REVENUE, AND EXPENDITURES

The landfill accepts a range of materials for disposal. Volumes vary greatly depending on waste type and revenues depend on waste volumes and types.

3.1 Facility Revenues

Facility revenues result from user fees at the gate, interest fees, sale of compost and metals, and some smaller revenue sources. The majority of the revenue is, however, the gate fee. Table 3-1 indicates the revenues for 2016 and 2017.

TABLE 3-1 – LANDFILL REVENUE SOURCES

LANDFILL ENTERPRISE FUND	2016	2017
OPERATING REVENUE		
Concrete	\$89,700	\$100,000
Recyclables	\$2,200	\$1,500
Animals	\$1,000	\$1,300
Non-friable Asbestos	\$400	\$900
Appliances	\$9,700	\$8,000
Brush & Wood	\$42,000	\$42,000
City of Glenwood Springs	\$30,400	\$45,200
Construction Waste Mixed	\$516,500	\$525,000
Contaminated Soil	\$11,900	\$20,000
Municipal Waste	\$917,200	\$1,200,000
Residential Waste	\$79,600	\$65,700
Sludge	\$19,800	\$25,000
Car Wash Sludge	\$56,400	\$63,000
Septic Sludge	\$431,500	\$325,000
Tires Cut and Uncut	\$16,600	\$14,700
Compost Fee	\$54,900	\$54,000
Scrap Metal/Recycle fee	\$100	\$1,000
Clean Out Fee	\$300	\$0
Electronics	\$46,600	\$44,200
Interest	\$58,300	\$52,600
Sale of Assets	\$5,300	\$0
Other Income	\$0	\$6,600
Bad Debt Recovery	\$2,500	\$0
Finance Charge	\$1,400	\$20,000
Vender Fee	\$0	\$1,200
Total Operating Revenues	\$2,394,300	\$2,616,900

Table 3-2 shows the various waste types to the landfill with their respective revenues for 2017 and the revenue as a percentage of the total revenue. Tables 3-3 and 3-4 show the volumes of waste to the landfill since 2010 and the types of waste accepted.

TABLE 3-2 - 2017 WASTE TYPE REVENUE AND PERCENTAGES

SOUTH CANYON SOLID WASTE FACILITY						
MATERIAL	NUMTICKETS	TOTCOUNT	TOTACTVOL	TOTACTWT	TOTAMOUNT	%
MUNI	4081	0	0	22483.20	\$925,639	36.5%
CONST/DEMO	11566	0	0	13654.39	\$677,544	26.7%
SEPTIC	893	0	1734700	0.00	\$350,104	13.8%
GREASE	219	0	448815	0.00	\$112,990	4.5%
CAR WASH	205	0	337850	0.00	\$85,052	3.4%
DOMEST/MIX	5001	0	0	1115.46	\$58,313	2.3%
BRUSH/WOOD	3640	0	15742	0.00	\$55,884	2.2%
CONCRETE-D	180	0	0	1106.01	\$45,531	1.8%
SOIL A	407	0	0	1026.32	\$42,438	1.7%
CONCRETE-C	456	0	0	1762.89	\$37,409	1.5%
CONT SOIL	58	0	0	711.95	\$37,207	1.5%
TIRE-PASS	630	2852	0	0.00	\$15,264	0.6%
COMPOST	178	0	0	646.78	\$13,976	0.6%
APPLIANCES	818	1052	0	0.00	\$10,888	0.4%
SLUDGE	14	0	162	0.00	\$7,347	0.3%
ASBESTOS	25	0	0	138.26	\$7,076	0.3%
TV 24-31	162	201	0	0.00	\$7,035	0.3%
LATE CHG	48	1	0	0.00	\$4,537	0.2%
PRINTER-IJ	237	300	0	0.00	\$4,500	0.2%
TV 37	59	63	0	0.00	\$3,780	0.1%
TV 32	73	80	0	0.00	\$3,600	0.1%
MONITOR	101	169	0	0.00	\$3,380	0.1%
TIRES/CUT	20	0	0	37.10	\$3,345	0.1%
TV 18-23	132	159	0	0.00	\$3,180	0.1%
TIRE-PASSR	92	286	0	0.00	\$2,960	0.1%
OTHER RECY	259	0	0	78.20	\$2,683	0.1%
AUDIO/VIDE	183	311	0	0.00	\$2,488	0.1%
TOWER	103	154	0	0.00	\$2,310	0.1%
FLAT 40-50	62	68	0	0.00	\$2,040	0.1%
TV 17	97	117	0	0.00	\$1,404	0.1%
FLAT 28-39	53	56	0	0.00	\$1,400	0.1%
TIRE-TRK	27	129	0	0.00	\$1,335	0.1%

Table 3-3 – Volumes of Waste to The Facility 2010 to 2017

Summary of Waste Types	2017	2016	2015	2014	2013	2012	2011	2010
Total Landfilled Waste =	38,103	35,828	38,847	46,722	48,753	74,452	61,018	47,217
Total Contaminated Soils =	712	228	850	4,920	10,410	33,380	16,646	1,974
Septage Liquids =	2,521,365	2,311,000	2,329,000	2,779,755	3,398,870	2,918,364	2,980,817	4,199,919
Brush/Wood Wastes =	15,742	14,356	11,442	12,710	10,478	12,152	8,894	11,069

Table 3-4 – Waste Types Accepted at the South Canyon Landfill

ANIMAL LG
ANIMAL MED
ANIMAL SML
APPLIANCES
BRUSH/WOOD
SLUDGE
TIRE-EQP
TIRE-PASS
TIRE-PASSR
TIRE-TRK
TIRE-TRK R
ASBESTOS-NON FRIABLE
CONCRETE-C
CONCRETE-D
CONST/DEMO
DOMEST/MIX
MUNI
OTHER RECY
TIRES/CUT

CAR WASH
GREASE
SEPTIC
CONT SOIL
CLEAN UP
CLEAN-OUT
AUDIO/VIDEO
COPIER
FAX/DSKPRT
FLAT 15-22
FLAT 23-27
FLAT 28-39
FLAT 40-50
FLAT 51-70
LAPTOP
MICROWAVE
MONITOR
PRINTER-IJ
PRINTERMED

TOWER
TV - TUBE
TV 17
TV 18-23
TV 24-31
TV 32
TV 37

3.2 Facility Expenditures

Landfill expenditures typically include personnel salaries and all expenditures necessary to operate the landfill (Table 3-5). The single largest expenditure is for the contractor that conducts daily operations at the landfill. This expenditure is nearly \$ 1,985,000 or 55% of the expenditures.

TABLE 3-5 – SOLID WASTE EXPENDITURES

CITY OF GLENWOOD SPRINGS 2018 BUDGET		
SUMMARY	2016 Actuals	2017 Budget
Personal Services	\$274,600	\$284,600
Current Expenses	\$3,226,100	\$3,218,600
Interest Expense	\$0	\$0
Depreciation	\$40,400	\$45,000
Compliance and Closure Costs	\$54,700	\$69,000
Total	\$3,595,800	\$3,617,200
PERSONAL SERVICES		
6110 Full Time Salaries	\$174,800	\$195,500
6120 Overtime	\$7,300	\$5,000
6130 Part Time	\$20,600	\$14,000
6210 Retirement Contribution	\$12,000	\$15,300
6240 FICA	\$17,500	\$9,700
6250 Worker's Compensation	\$7,400	\$44,400
6260 Health and Life Insurance	\$34,200	\$600
6270 Unemployment Insurance	\$1	
Total Personal Services	\$274,600	\$284,600
CURRENT EXPENSES		
7060 Bad Debts	\$9,700	\$5,000
7110 Engineering Services	\$167,000	\$160,000
7130 Professional Services/Operations Contract	\$1,985,000	\$1,985,000
7155 Septic and Car Wash Water	\$344,800	\$450,000
7190 Other Professional Services	\$45,500	\$60,000
7210 Recycle/Compost	\$2,200	\$20,000
7220 Telephone	\$1,700	\$2,000
7280 Advertising and Publications	\$2,600	\$2,000
7310 Electricity	\$4,300	\$4,000
7320 Gas	\$0	\$100
7410 Travel and Subsistence	\$2,500	\$1,700
7430 Training	\$600	\$1,200

Table 3-5 continued

7540 Maintenance and Repair Machinery and Equipment	\$15,600	\$12,000
7572 Loss on Asset Disposal	\$0	\$0
7610 Liability Insurance	\$49,800	\$52,400
7620 Property Insurance	\$300	\$300
7740 Equipment Rental	\$1,100	\$4,000
7810 Subscriptions and Memberships	\$400	\$600
7830 Tire Disposal	\$9,100	\$20,000
7850 Concrete Crushing & Recycling	\$28,700	\$40,000
7870 Weed Control	\$800	\$1,000
7900 Interfund Cost of Service	\$167,500	\$130,600
7901 Interfund Billing and Accounting	\$4,100	\$4,300
7903 Interfund Force Construction	\$600	\$900
8040 Uniforms	\$1,400	\$1,500
8060 Office Supplies	\$3,100	\$2,000
8080 Gas, Oil, Lubricants	\$2,000	\$6,000
8090 Other Operating Expense	\$9,300	\$10,000
8092 Recycle Program/VRM Membership	\$0	\$20,000
8140 Landfill Expansion	\$0	\$0
8150 Road Maintenance Materials	\$800	\$5,000
8170 Hazardous Household Waste	\$20,900	\$30,000
8180 Recycle Center Operations	\$103,800	\$187,000
8190 Const Phase 4A and 4B	\$240,500	\$0
Total Current Expenses	\$3,226,100	\$3,218,600

3.3 Revenue vs. Expenditures

Revenue and expenses for the solid waste facility during the past three years are summarized in Table 4 below. Currently, the biggest revenue producing waste types from 2017 are shown in Table 5. Any amounts less than 0.1% have been excluded for the purposes of this review. In 2017, the largest revenue producers were municipal waste (36.5%), construction and demolition waste (26.7%), and septic waste (13.8%). These three waste streams account for 77% of all the revenue into the landfill. They also account for the largest volumes into the facility. Table 3-3 includes information regarding annual landfill volumes since 2010. Table 3-4 includes a list of the waste types generally accepted at the landfill.

TABLE 3-6 – SOUTH CANYON REVENUE AND EXPENSE SUMMARY 2016-2018

SUMMARY	2016	2017	2018 (BUDGETED)
TOTAL REVENUE	\$2,394,300	\$2,616,900	\$2,707,000
TOTAL EXPENSES	\$3,595,700	\$3,617,200	\$3,552,400
INCOME/(LOSS)	(\$1,201,400)	(\$1,000,300)	(\$845,400)

BRK EVEN REVENUE (2017)	\$3,617,200
ADDN REV REQUIRED (2017)	\$1,000,300
ADDN REV AS % OF REV	38%

As shown for 2017, the landfill appears to be losing approximately \$1,000,000 per year and, barring any other changes, would have to raise rates approximately 38% in order to break even on landfill operations. It should be noted that this increase is based on all the solid waste activities being conducted at the landfill.

If the City would like to break even (as a minimum) on balancing the costs and revenues at the landfill, either the rates will have to rise (~38% overall), the volumes will have to increase, or the expenses will have to decrease, or a combination of these. The current rates are shown with the corresponding increased rates (38%) in Table 5-1. As shown, a 38% increase in rates is significant and would make the landfill more expensive for disposal versus any other with the exception of Pitkin.

4.0 CAPITAL EXPENDITURES

Over the next five years, the City plans to make operational and capital improvements to the solid waste operations. The proposed rates will help implement these improvements. These improvements include:

- * Completing Liner Construction in 4C
- * Expanding the Landfill Capacity by Permit
- * Constructing a new compost facility

4.1 Completion of the Lined Area in Phase 4C

The floor of Phase 4C has been lined with the exception of a relatively small area south of the sump. The area remaining to be lined in Phase 4C is divided into the permitted area, roughly 0.84 acres within the permitted fill limits, and an additional 0.81 acres in the proposed expansion area. It would make economic sense to do these two areas at once rather than rebidding and remobilizing equipment for the construction work. Table 4-1 includes an estimate of the cost to construct the 1.65-acre area.

Table 4-1 South Canyon Landfill

Construction Cost Estimate Remaining Unconstructed Area of Landfill

Unit Rates taken from Moody 2018

1	Mobilization	Unit Rate (LS)	\$45,000.00
		Estimated Quantity (LS)	1
		Subtotal	\$45,000.00
2	Excavation haul and stockpile segregate leachate material		
		Unit Rate (cy)	\$4.96
		Estimated Quantity (cy)	5,324
		Subtotal	\$26,407.04
3	Soil Liner procure, place and test 1 ft assumes clay available onsite	Haul & Install	X
		Unit Rate (cy)	\$7.060
		Estimated Qty (cy)	2,662
		Subtotal	\$18,793.72
4	Protective Layer Placement 1 ft thickness floor only		
		Unit Rate(cy)	\$5.00
		Estimated Quantity (cy)	2,662
		Subtotal	\$13,310.00

TOTAL ESTIMATED EARTHWORKS/LINER COSTS	\$103,510.76
CQA/Engineering	\$35,000.00
Surveying	\$5,000.00
Contingency (20%)	\$28,702.15
Total Estimated Costs	\$172,212.91

The unit rates for construction area based on the rates from the recent construction in Phase 4C.

4.2 Landfill Capacity Expansion

The landfill can significantly expand the capacity of the landfill with relatively minor capital expenditures. The proposed expansion area is within the current Certificate of Designation (CD) boundary and the entire floor area will have been lined (assuming the completion of the lined area in Phase 4C as noted in Section 4.1).

The expansion will result in a total airspace capacity of 6,211,328 CY of which 292,736 CY is required as final cover soil and 5,918,592 CY is refuse, Alternative Daily Cover (ADC), and soil cover capacity. Plate 1 shows the potential expansion area and Plate 2 shows the final cover contours and capacity. As noted in Section 2.2, the expansion could create an additional 60+ years of landfill site life (based on current waste rates to the landfill). The cost for the additional permitting is estimated to be approximately \$50,000 for the vertical expansion.

4.3 New Compost Facility Construction

The compost facility has been redesigned and the change has been permitted and approved for the facility. The construction of the facility is estimated to cost approximately \$232,800 with other costs including geotechnical and materials testing, CQA oversight, reporting, etc., to cost approximately \$33,000. Surveying is estimated to cost an additional \$3000. The total cost of the construction is estimated to be \$268,800. Table 4-2 includes the Contractor construction estimate and unit rates are provided based on the recent costs for construction of the Phase 4C cell. Table 4-3 includes the CQA estimate.

At this time, the City is considering eliminating the compost operations to decrease expenses.

South Canyon Compost Site Construction Estimate						
Pay Item Number	Description	Spec. Reference	Estimated Quantity	Units	Unit Cost	Extend Cost
MOODY						
1.0	Mobe/Demobe assumed based on Moody cell Const. (\$49,000) could be much different		1	LS	\$30,000.00	\$30,000.00
2.0	Site Wide Excavation (Cut): Site Wide	2222	27,979.65	CY	\$4.96	\$138,779.06
3.0	Embankment (Compacted General Fill): Site Wide	2222		CY	\$8.89	\$0.00
4.0	Anchor Trench Mixing Basin Crest GCL / Sump Geotextile	?	505	LF	\$1.29	\$651.45
5.0	Geosynthetic Clay Liner (GCL) Mixing Basin	2776	10,824.00	SF	\$2.38	\$25,761.12
6.0	Geosynthetic Clay Liner (GCL) Retention Pond	2776	2,500.00	SF	\$2.76	\$6,900.00
7.0	Protective compacted Soil Cover (12 Inch minimum): Mixing Basin	2250	417.86	CY	\$8.89	\$3,714.78
8.0	Excavating Basin Protective Soils from Borrow Hauling Basin Protective Soils from Borrow		417.86 417.86	CY CY	\$0.00 \$0.00 include w/ 7.0	\$0.00 \$0.00
9.0	Slab Concrete Marking (4 Inch minimum): Mixing Basin (SCLF provided)	2256	111.47	CY		\$0.00
10.0	8 oz. Type GT-S Geotextile (Sump) Mixing Basin	?	200.5	SF	\$0.49	\$98.25
11.0	Sump Gravel Mixing Basin	2710	4.96	CY	\$10.00 past experience	\$49.60
12.0	12" HDPE Perforated Header Pipe (DR-17) Mixing Basin	2614	4.0	FT	\$25.00 from website	\$100.00
13.0	12" HDPE Riser Pipe (DR-17) Mixing Basin	2614	30.83	FT	\$25.00 from website	\$770.75
14.0	Compacted Soil Liner (18 Inch minimum): Wet Storage Pad	2250	883.32	CY	\$9.89	\$8,736.03
15.0	Protective Cover Soil (12 Inch minimum): Wet Storage Pad	2614	592.24	CY	\$5.34 Moody shred tires	\$3,162.56
16.0	Excavating Pad Protective Soils from Borrow Hauling Pad Protective Soils from Borrow		1475.56 1475.56	CY CY	\$0.00 \$0.00 include w/ 15.0	\$0.00
17.0	Crushed Recycled Concrete-SCLF Provide Wet Storage Pad/Secondary Storage Pad Spreading/assume 3-inch thick layer		370	CY	\$4.85	\$1,794.50 SCLF provided
18.0	Stormwater Diversion Trenching V ditch around Property		1480	LF	\$5.39 Ref 1	\$7,977.20
19.0	Culverts South and North Culverts 18" East Culvert 12 "		74 33	LF LF	\$29.02 \$28.50 Moody 18"/Ref 2	\$2,147.48 \$940.50
20.0	Culverts Installation Labor assume 6 hours per culvert		18	HR	\$0.00 include with 19.0	\$0.00
21.0	Realigned Road		1	LS	\$1,175.00 Ref 3	\$1,175.00
ESTIMATED COSTS						\$232,758.28
References:						
1. From RS Means 2017 pg 611, Line 3500, Trenching, Common Earth, 1 to 1 slope, 2 ft deep, 2 ft wide						
2. From RS Means 2017 pg 488, Lines 2080 and 2120, corrugated metal piping 12 1nd 18 inches diameter						
3. From RS Means 2017 pg 282, Lines 0130, rough grade 2400 sq ft						

Project Name:South Canyon Compost CQA Estimate					
Proposal/Project Number:		Task 1		Task 2	
Prepared By/Date: Ahrendsen 6/28/17		Compost		CQA	
		Construction		Report	
		cc:		cc:	
LABOR	Unit Rate	UNITS	COST	UNITS	COST
Principal	\$ 90.00	0.0	\$0	0.0	\$0
Project Manager	\$ 85.00	55.0	\$4,675	20.0	\$1,700
Field Manager	\$ 75.00	0.0	\$0	0.0	\$0
Senior Staff Geologist	\$ 70.00	0.0	\$0	0.0	\$0
Staff Geologist	\$ 45.00	0.0	\$0	0.0	\$0
Staff Geologist	\$ 55.00	0.0	\$0	0.0	\$0
Staff Toxicologist	\$ 55.00	0.0	\$0	0.0	\$0
Senior Project Engineer	\$ 90.00	5.0	\$450	8.0	\$720
Senior Staff Engineer	\$ 90.00	0.0	\$0	0.0	\$0
Staff Engineer/Geologist	\$ 65.00	0.0	\$0	40.0	\$2,600
CQA Monitor	\$ 45.00	189.0	\$8,505	0.0	\$0
Travel Time	\$ 25.00	69.0	\$1,725	0.0	\$0
Clerical 2	\$ 35.00	0.0	\$0	0.0	\$0
CADD Drafter	\$ 65.00	0.0	\$0	16.0	\$1,040
Incidental Costs (% labor)	5%		\$768		\$303
LABOR SUBTOTAL			\$16,123		\$6,363
SUBCONTRACTOR COSTS	Includes	10.0%	Pass Through		
Labor					
Engineer	\$ 85.00	0.0	\$0	0.0	\$0
Technician	\$ 40.00	0.0	\$0	0.0	\$0
Surveyor	\$ 2,000.00	0.0	\$0		\$0
SUBTOTALSubcontract			\$0		\$0
GEOTECHNICAL (Golder,2017 rates)					
Standard Proctor Analysis (D698)	\$ 145.00	4.0	\$638	0.0	\$0
Atterberg Limits Analysis (D4318)	\$ 95.00	4.0	\$418	0.0	\$0
GSA w/o hydrometer (D422)	\$ 100.00	4.0	\$440	0.0	\$0
GSA -#200 with 1.5"+ material	\$ 145.00	2.0	\$319	0.0	\$0
Remolded Permeability (D 5084-Golder)	\$ 400.00	1.0	\$440	0.0	\$0
Undisturbed Permeability (D 5084-Golder)	\$ 355.00	1.0	\$391	0.0	\$0
Permeability rigid wall-4" mold (D2434)	\$ 195.00	2.0	\$429	0.0	\$0
SUBTOTAL GEOTECHNICAL		18.0	\$3,075		\$0
SUBCONTRACTOR SUBTOTAL			\$3,075		\$0
TRAVEL					
Airfare	\$ -	0.0	\$0	0.0	\$0
Rental Car/Taxi	\$ -	0.0	\$0	0.0	\$0
Per Diem (\$/day)	\$ 120.00	15.0	\$1,980	0.0	\$0
Miscellaneous Expenses	\$ 25.00	4.0	\$110	0.0	\$0
TRAVEL SUBTOTAL			\$2,090		\$0
EQUIPMENT & SUPPLIES					
Nuclear Density Gauge (\$/week)	\$ 250.00	3.0	\$750	0.0	\$0
Film/Develop (Lump Sum)	\$ 30.00	0.0	\$0	0.0	\$0
Shelby tubes (\$/tube)	\$ 20.00	2.0	\$40	0.0	\$0
Reproduction Costs (ls/plan)	\$ 50.00	0.0	\$0	6.0	\$300
Plotting Charges (SF)	\$ 2.50	0.0	\$0	180.0	\$450
Misc.sample shipping, etc (lump sum)	\$ 50.00	2.0	\$100	0.0	\$0
Truck & Mileage (\$/wk)	\$ 550.00	3.0	\$1,650	0.0	\$0
Truck (\$/day)	\$ 75.00	8.0	\$600	0.0	\$0
Mileage (\$/mile)	\$ 0.50	2640.0	\$1,320	0.0	\$0
SUBTOTAL EQUIPMENT			\$4,460		\$750
TASK COST ESTIMATE			\$25,747		\$7,113
TOTAL PROJECT COST ESTIMATE	\$32,860				

5.0 COMPETING LANDFILLS VOLUME AND RATE COMPARISON

There are three solid waste operations in the vicinity of the South Canyon Landfill that can be considered competition. These include Eagle County Landfill, Pitkin County Landfill, and West Garfield Landfill. Figure 1 includes the location of each. Table 5-1 includes waste types and rates for each landfill and shows a comparison to the South Canyon Landfill. The table also shows the South Canyon rate if every individual rate were to be raised 38%.

5.1 Eagle County Landfill:

The Eagle County Solid Waste facility and landfill (ELF) is approximately 49 miles east of the SCLF and primarily serves the Vail Valley areas. The ELF is on a 180-acre parcel with 61 acres included in the waste management area. The landfill accepts the following waste streams:

- Municipal Solid Waste
- Agricultural Waste
- Non-Friable Asbestos
- C/D Debris
- Dead Animals
- Petroleum Contaminated Soils
- Sand Trap Waste
- Yard Waste

The facility has an impoundment for leachate and sand trap waste and storage areas for white goods, tree stumps, and tires. The facility also has storage in drums and rolloffs for household hazardous waste, mining waste, and used oil. An enclosed building is used to store batteries, electronics, household hazardous waste, medical waste, pesticides, and used oil. They have recycling operations for batteries, electronics, household hazardous waste, tires, stumps, used oil, and white goods. Eagle has a waste solidification basin for disposal of liquid waste also.

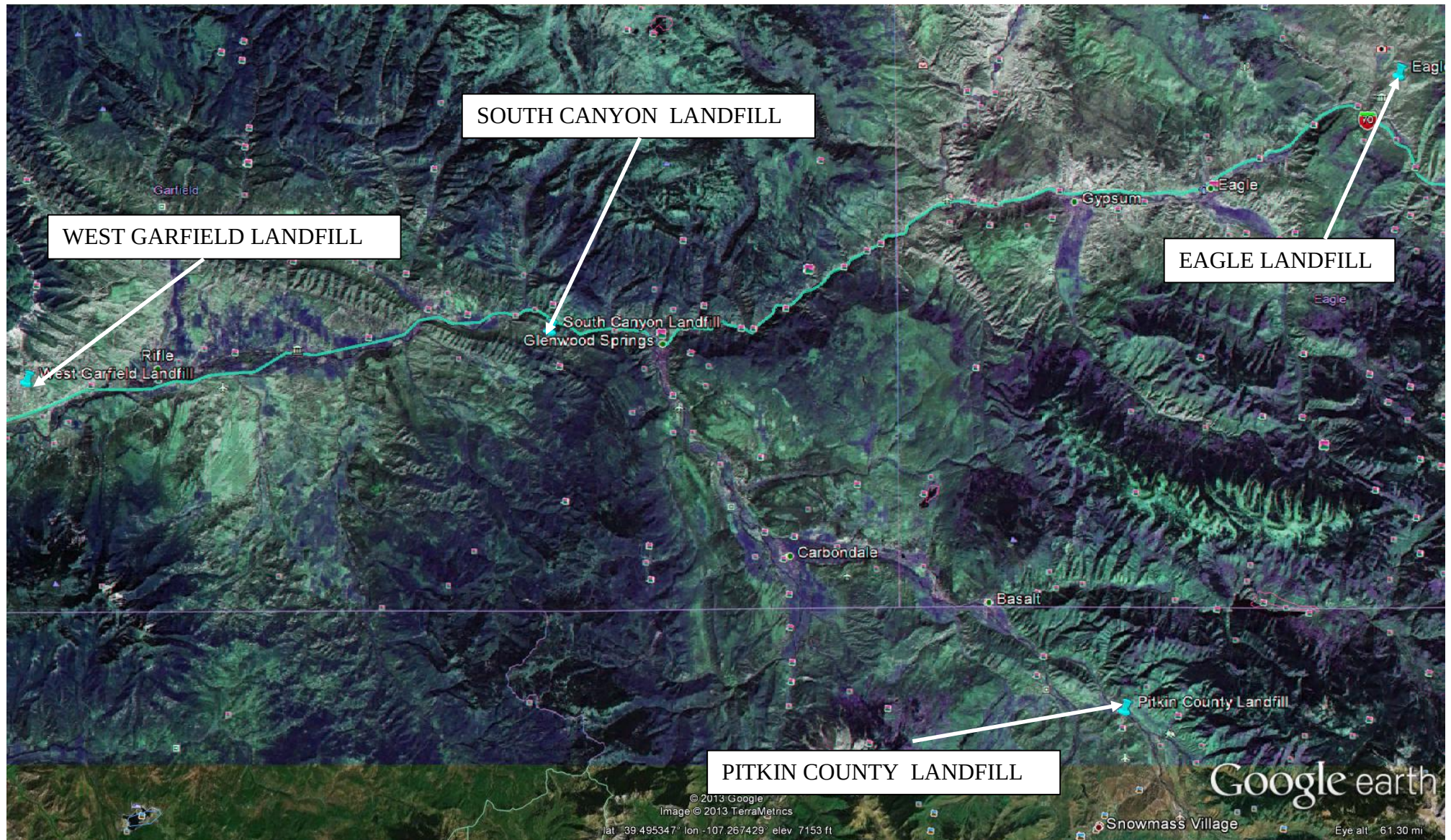
ELF began a Material Recycling Facility in 2010 and also operates household and small business hazardous waste disposal designed to keep this material out of the landfill.

The Eagle County rates do not appear to have increased since 2012. There is an additional surcharge on waste to the Eagle County Landfill of \$1.17 per ton for commercial waste, \$0.09 per ton for cars and vans (per vehicle), and \$0.18 per ton for pickups and trailers (per vehicle).

TABLE 5-1 – CURRENT RATES VS 38% INCREASE VS. COMPETITION RATES

Rates			West	South	38%
	Eagle	Pitkin	Garfield	Canyon	Increase
Refuse (In County) (per ton)	\$29.00	\$86.00	\$42.00	\$40.00	\$55.20
Refuse (Out of County) (per ton)	\$29.00	\$86.00	\$84.00	\$40.00	\$55.20
Compacted Refuse (per ton)	\$39.00	\$56.50	\$42.00	\$40.00	\$55.20
Landscaping Materials (per ton)	\$23.10	\$45.00	\$42.00	\$40.00	\$55.20
Clean Wood (per ton)	\$21.00	\$45.00	\$42.00	\$3.20 (each)	\$4.42
Wood Chips (per load)	\$5.00	\$30.00			
Construction/Demo Waste (per ton)	\$47.45	\$86.00	\$42.00	\$48.00	\$66.24
Concrete (per ton)					\$0.00
no Rebar	\$15.00		\$42.00	\$20.00	\$27.60
with Rebar	\$15.00		\$42.00	\$40.00	\$55.20
with dirt/other	\$47.45		\$42.00	\$20.00	\$27.60
Tires (each)					\$0.00
cut tires (per ton)			\$89.00	\$89.00	\$122.82
passenger	\$6.00	\$6.00	\$2.50	\$5.00	\$6.90
small truck	\$6.00	\$6.00	\$10.00	\$10.00	\$13.80
medium truck	\$6.00	\$6.00	\$15.00	\$10.00	\$13.80
large truck	\$30.00	\$26.60	\$20.00	\$10.00	\$13.80
heavy equipment tires	\$30.00	\$26.60	\$30 (ton)	\$30 (each)	\$41.40
Appliances (each)	\$21.00	\$6.50	\$10.00	\$10.00	\$13.80
Animals (each)					
small animals	\$10.00	\$25.00	\$5.00	\$8.00	\$11.04
large animals	\$10.00	\$25.00	\$10.00	\$12.00	\$16.56
Mattresses (each)		\$25.00	\$5.00	\$0.02 (lb)	\$0.03
Septage (In County) (per gallon)			\$0.15	\$0.20	\$0.28
Septage (Out of County) (per gallon)			\$0.30	\$0.20	\$0.28
Petroleum Contaminated Soils (per ton)	\$37.68		\$32.00	\$52.00	\$71.76
Biosolids		\$30 (ton)		\$45 (cy)	\$62.10
Manure (ton)		\$30.00	\$42.00	FREE	FREE
E-Wastes (each)					
small tvs		\$15.00	\$10.00	\$12.00	\$16.56
medium tvs		\$15.00	\$20.00	\$35.00	\$48.30
large tvs		\$15.00	\$30.00	\$60.00	\$82.80
Computers		\$15.00	\$10.00	\$15.00	\$20.70
CRT Monitors		\$15.00	\$10.00	\$20.00	\$27.60
Laptops		\$15.00	\$5.00	\$8.00	\$11.04
Printers		\$15.00	\$3.00	\$15.00	\$20.70
Copiers		\$35.00	\$50.00	\$65.00	\$89.70
Asbestos (Non-Friable) (per ton)	\$47.45			\$50.00	\$69.00

FIGURE 1: COMPETING LANDFILL LOCATIONS IN RELATION TO SOUTH CANYON LANDFILL



5.2 West Garfield County Landfill

The West Garfield County Landfill (WGLF) is approximately 31 miles west of the SCLF and primarily serves the Rifle and Garfield County area. The WGLF is on a 280-acre parcel with 60 acres included in the waste management area. Waste management facilities include a landfill, Material Recycling Facility, Household Hazardous Waste Collection, and aggregate recovery area.

The landfill accepts the following waste streams:

- Municipal Solid Waste
- C/D Debris
- Dead Animals
- E&P Waste
- Petroleum Contaminated Soils
- Tree Stumps
- Water Treatment Plant Biosolids
- Yard Waste

The facility has storage for batteries and electronic waste. They have recycling operations for batteries, electronics, tires, yard waste, and white goods. The facility also uses a grinder for wood and tires.

According to a study completed in 2012, the landfill has remaining capacity until 2041, or another 23 years, although it should be noted that the landfill has a 100-acre parcel of land that will likely be developed as disposal capacity adding significant life to the landfill.

5.3 Pitkin County Landfill

The Pitkin County Solid Waste facility and landfill (PLF) is approximately 38 miles south of the SCLF and primarily serves Aspen/Snowmass and the Pitkin County area. The PLF is on a 254-acre parcel with 49 acres included in the waste management area. Waste management facilities include a landfill, compost pad, Material Recycling Facility, Household Hazardous Waste Collection, and aggregate recovery area.

The landfill accepts the following waste streams:

- Municipal Solid Waste
- Non-Friable Asbestos
- C/D Debris
- Dead Animals
- Mining Waste
- Petroleum Contaminated Soils
- Sand Trap Waste
- Water Treatment Plant Sludges

The entire currently permitted landfill footprint has had waste placed on it. The facility has storage for household hazardous waste. They have recycling operations for agricultural waste, batteries, electronics, household hazardous waste, tires, stumps, used oil, biosolids, yard waste, and white goods.

The Pitkin County Landfill is anticipated to close in the next 8 to 10 years after which they will construct a transfer station and transport waste to another landfill. The refuse to this landfill will likely go to the South Canyon Landfill, West Garfield Landfill or Eagle County Landfill.

South Canyon is clearly the closest facility to the Pitkin County waste shed. Figures 2, 3 and 4 show the distance from the Pitkin County Landfill to the South Canyon Landfill, Eagle County Landfill, and the West Garfield Landfill, respectively.

5.4 Area Landfill Volumes Compared to South Canyon

The three area landfills nearest the South Canyon Landfill have varying volumes over the past 8 years as shown in Table 5-2. The County population (as of 2015) is also included. A chart showing the trends is also included.

TABLE 5-2 - VOLUMES OF WASTE TO AREA LANDFILLS AS PER HSRF (CYs)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	POP. 2015
SOUTH CANYON	256,235	213,227	211,509	226,475	194,985	158,694	176,280	161,298	167,994	58,095
WEST GARFIELD	97,834	87,529	75,078	64,039	76,038	85,072	90,170	86,140	93,010	
PITKIN COUNTY	108,148	115,069	143,578	159,042	176,700	165,434	165,765	223,902	282,892	17,787
EAGLE COUNTY	269,054	280,810	205,007	210,998	220,054	248,312	246,491	257,534	256,071	6,867

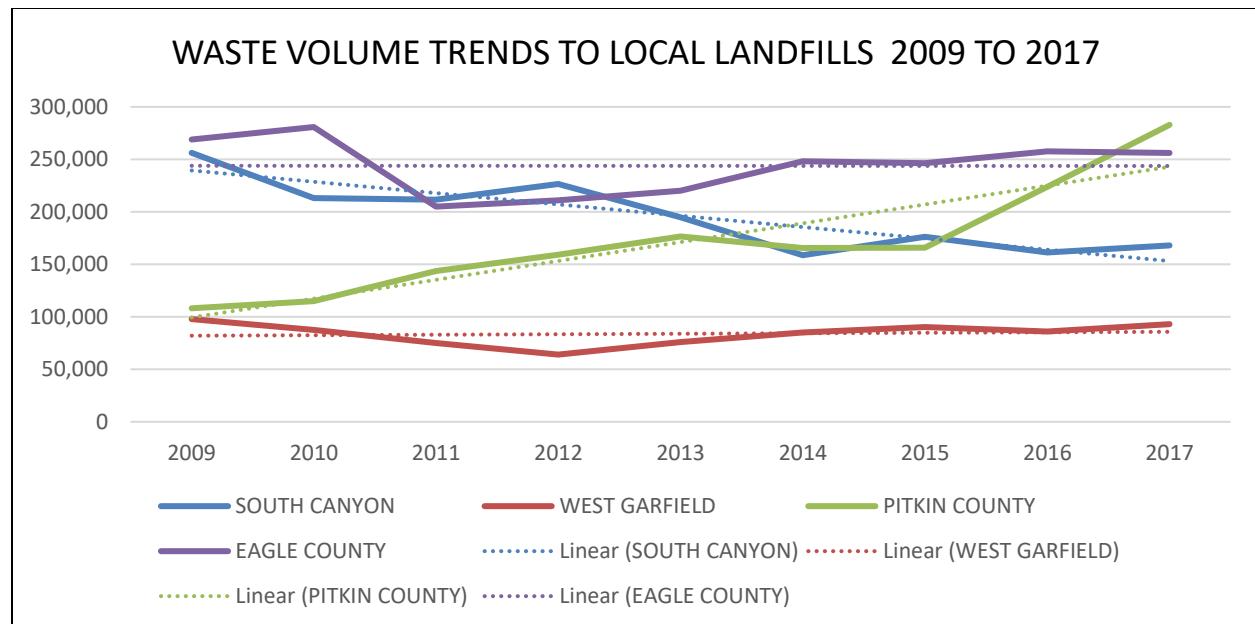
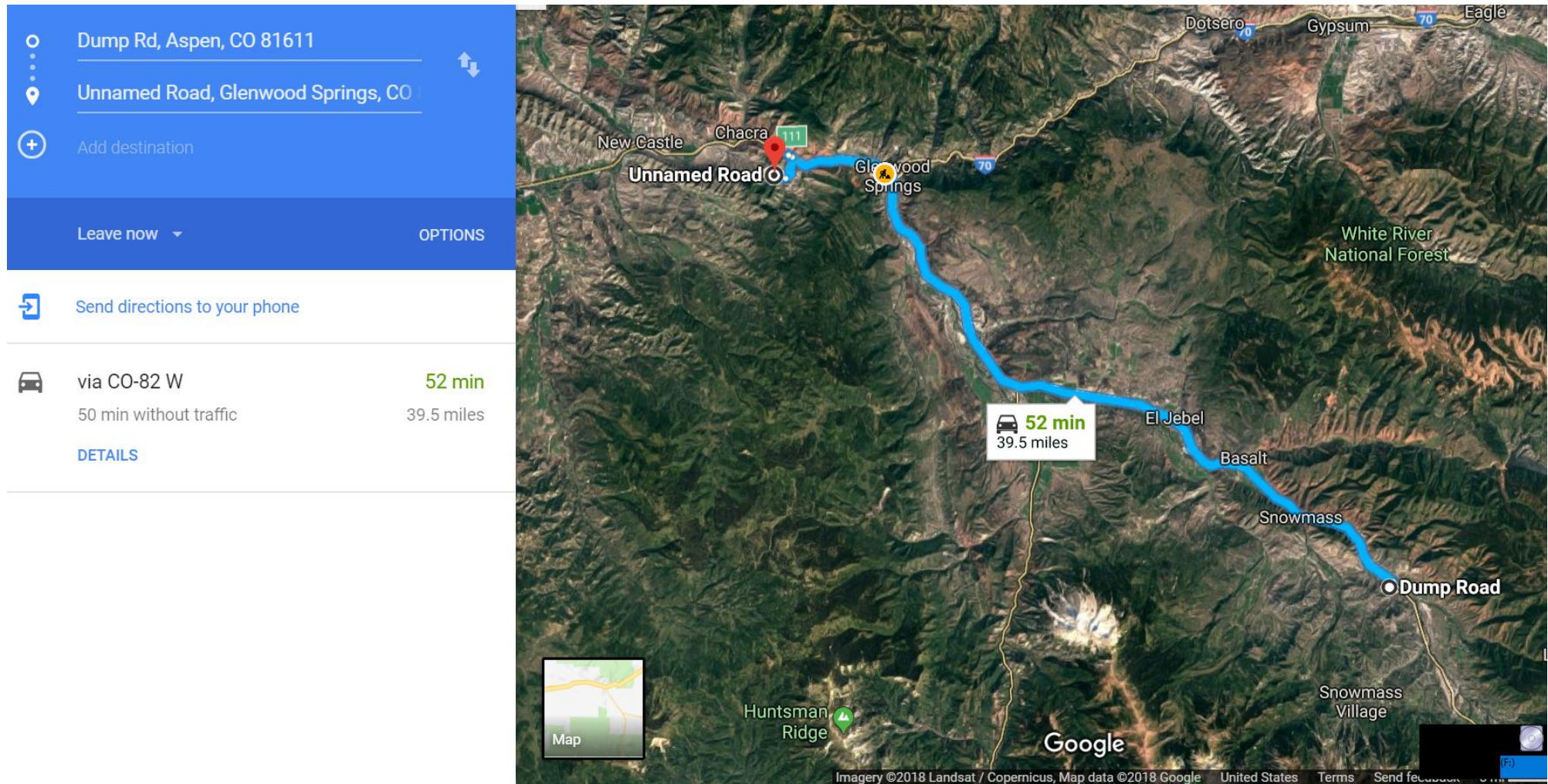
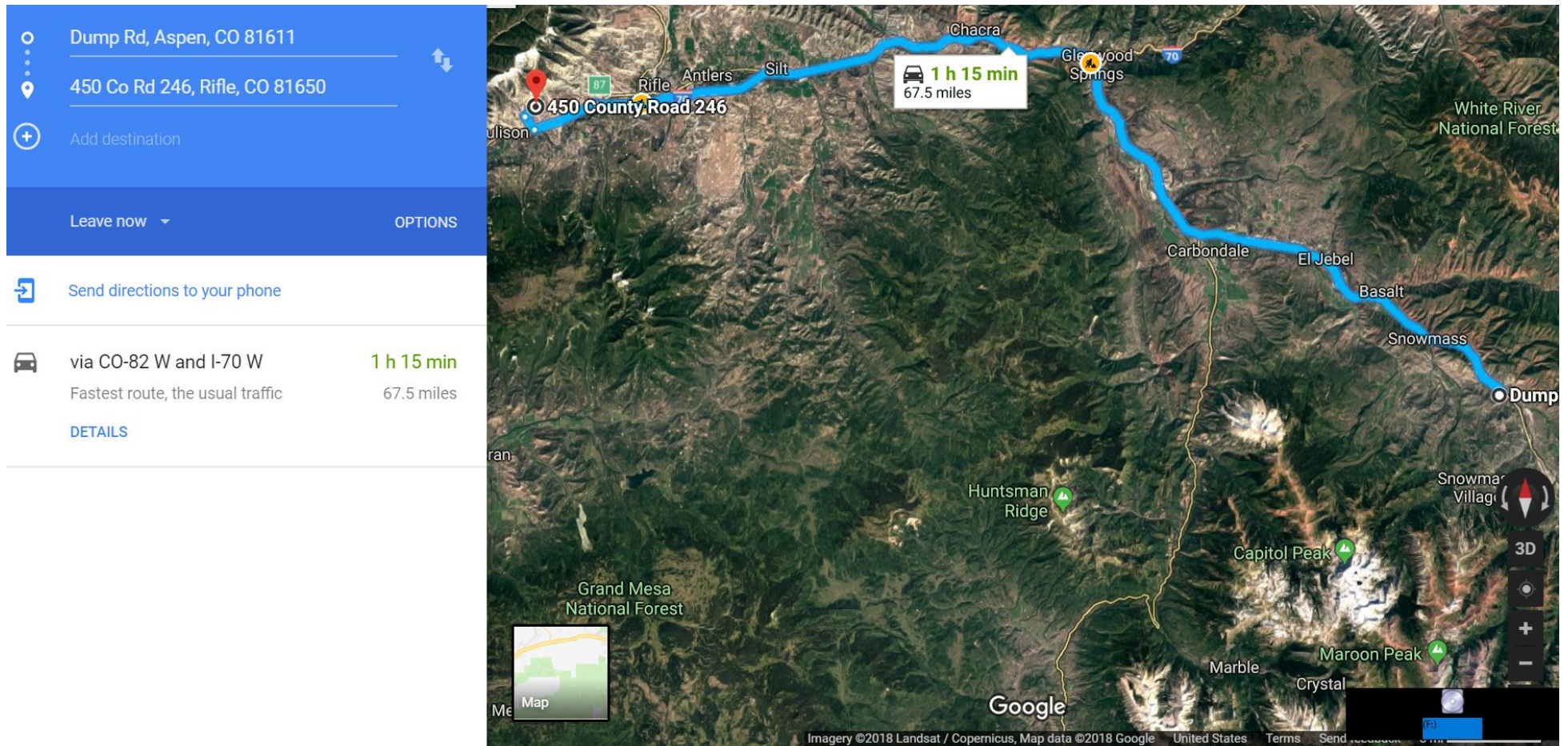


FIGURE 2 – PITKIN LANDFILL TO SOUTH CANYON LANDFILL



PITKIN LANDFILL TO SOUTH CANYON LANDFILL
DISTANCE ~ 40 MILES ONE WAY

FIGURE 3 – PITKIN LANDFILL TO WEST GARFIELD LANDFILL



PITKIN LANDFILL TO WEST GARFIELD LANDFILL

DISTANCE ~ 68 MILES ONE WAY

PITKIN LANDFILL TO EAGLE COUNTY LANDFILL



The table and chart indicate that the waste volumes to the Eagle County Landfill and West Garfield Landfill have remained steady over time. The waste volumes to the Pitkin Landfill have continued to rise while the waste volumes to the South Canyon Landfill have decreased.

With the likelihood that the Pitkin landfill will close in the not too distant future, there is a possibility that the South Canyon Landfill could increase waste volumes to the landfill as well as increase revenues.

Assuming Pitkin were to close, and waste must be diverted to other landfills, the SCLF is closest to the Pitkin waste shed. Transportation costs to a landfill (assuming a tractor trailer setup with a 20-ton waste capacity) may range from \$4.45 per mile to \$7.35 per mile. Table 5-3 shows the relative distances of the competing landfills and cost differences based on the transportation costs included here.

Table 5-3 - Cost for Transporting Waste from Pitkin to Competing Landfills					
	Distance	Cost Range (per mlle) ¹		Cost Range (per ton)	
	(miles round trip)	\$4.45	\$7.35	20	20
SCLF	80	\$356.00	\$588.00	\$17.80	\$29.40
West Garfield	136	\$605.20	\$999.60	\$30.26	\$49.98
Eagle	176	\$783.20	\$1,293.60	\$39.16	\$64.68

Note 1: It should be noted that these transportation rates are taken from the 2018 R.S. means estimating book. They should be verified by transportation companies with their actual costs.

The cost to transport waste to the SCLF from Pitkin rather than to the West Garfield Landfill is \$12.46 to \$20.58 per ton less. The cost to transport waste to the SCLF from Pitkin rather than to the Eagle County Landfill is \$18.36 to \$35.28 per ton less. This does not consider the actual disposal costs at each facility but is strictly reviewing transportation costs.

The disposal costs for a Pitkin County Waste into West Garfield is double \$42.00 per ton In-County rate.

6.0 SUMMARY

The SCLF has been losing money for the past 2 years (at a minimum). In 2013, rates were increased in order to raise revenue and still be competitive with the other landfills in the area. For this rate review, we assume the competing landfills include the Pitkin County Landfill, West Garfield Landfill, and the Eagle County Landfill. These facilities are proximate to the waste shed area of the SCLF and other landfills would likely be prohibitive to haul to and dispose of waste.

The SCLF lost approximately \$1,000,000 in 2017. The SC Waste Facility can offset the loss by implementing one or a combination of the following:

1. Increase Rates
2. Increase Disposal Volumes
3. Decrease Expenses

6.1 Competition Rate Summary

It should be noted that landfill users may determine the facility they use based on additional factors rather than just rates. These include environmental protection and liability issues, location and convenience, operating hours, and ease of use (gatehouse, working face, etc.).

In order to break even in operational costs at the facility, the City would have to increase rates by 38% across all waste streams accepted. This is probably not reasonable. The largest impact from increasing rates would be for the MSW waste stream (36.5% of the incoming waste), construction and demolition debris (26.7% of the incoming waste stream), and septage (13.8% of the incoming waste stream). Table 6-1 focuses on those SCLF rates and those of the competing facilities.

TABLE 6-1 – CURRENT RATES VS 38% INCREASE VS. COMPETITION RATES

WASTE TYPE	Rates				
	Eagle	Pitkin	West Garfield	South Canyon CURRENT	38% INCREASE
Refuse (In County)	\$29.00	\$86.00	\$42.00	\$40.00	\$55.20
Refuse (Out of County)	\$29.00	\$86.00	\$84.00	\$40.00	\$55.20
Compacted Refuse	\$39.00	\$86.00	\$42/\$84	\$40.00	\$55.20
Construction/Demo Waste	\$47.45	\$86.00	\$42/\$84	\$48.00	\$66.24
Septage (In County) (per gallon)			\$0.15	\$0.20	\$0.28
Septage (Out of County) (per gallon)			\$0.30	\$0.20	\$0.28

The SCLF MSW disposal rate is between the published rates of the Eagle County Landfill and the West Garfield Landfill. I believe the Pitkin MSW disposal rate is a function of their limited site life.

The Eagle County Landfill is approximately 45 miles from the SCLF or a round trip of 90 miles. Assuming a low-end transportation cost of \$4.45 per mile, the additional cost to haul from

Glenwood to Eagle is \$400 or \$20 per ton, based on a vehicle hauling 20 tons of waste. Waste haulers that want to dispose at the Eagle County landfill for \$29 per ton will have to add an additional \$20 per ton to the cost, resulting in a total cost of \$49 per ton, \$9 per ton more than the current SCLF rate.

The West Garfield Landfill is approximately 31 miles from the SCLF or a round trip of 62 miles. Assuming a low-end transportation cost of \$4.45 per mile, the additional cost to haul from Glenwood to West Garfield is \$276 or \$13.80 per ton, based on a vehicle hauling 20 tons of waste. Waste haulers that want to dispose at the West Garfield landfill for \$42 per ton will have to add an additional \$13.80 per ton to the cost, resulting in a total cost of \$55.80 per ton, \$15.80 per ton more than the current SCLF rate.

The review of the competing landfills suggests that the SCLF could raise rates for MSW disposal as much as \$9 per ton and be cost effective with competing landfills.

The West Garfield and the South Canyon facilities both accept septage (and other liquids). West Garfield has a policy to accept out-of-county liquids at twice the in-county rate. SCLF should consider an out-of-county rate for liquids as well.

The SCLF rate for construction and demolition debris, \$48 per ton, is higher than any of the competing landfills, except Pitkin. Since West Garfield is less expensive, it may be difficult to raise these rates and continue to obtain C and D waste.

All competing disposal rates should be reviewed annually to determine if the SCLF rates are remaining competitive.

6.2 Disposal Volume Summary

The SCLF can begin to attract additional waste volumes by discussing the waste disposal issues in Pitkin County and determining if there is an opportunity to attract this waste. Assuming this waste will ultimately flow from the Pitkin Solid Waste Center to another landfill using a transfer facility, Glenwood is in a relatively good position.

The waste volumes to the Pitkin Facility have been significant compared to the SCLF volume (282,892 CY vs 167,994 CY in 2017) and the SCLF capacity must be increased before accepting the Pitkin waste or the site life will be very short.

The City can increase capacity by permitting additional landfill airspace. Capacity can also be increased by ensuring compaction of existing waste in the working face. This can be monitored on an annual basis by conducting surveys and calculating waste disposal densities.

6.3 Decrease Expenses

Glenwood Springs has begun a review of options to reduce expenses in the future. This includes taking over the landfill day to day operations in-house and eliminating the compost operations.

PLATE 1

CURRENT LANDFILL CONFIGURATION AND
PROPOSED EXPANSION

PLATE 2
PROPOSED EXPANSION CONTOURS AND CAPACITY

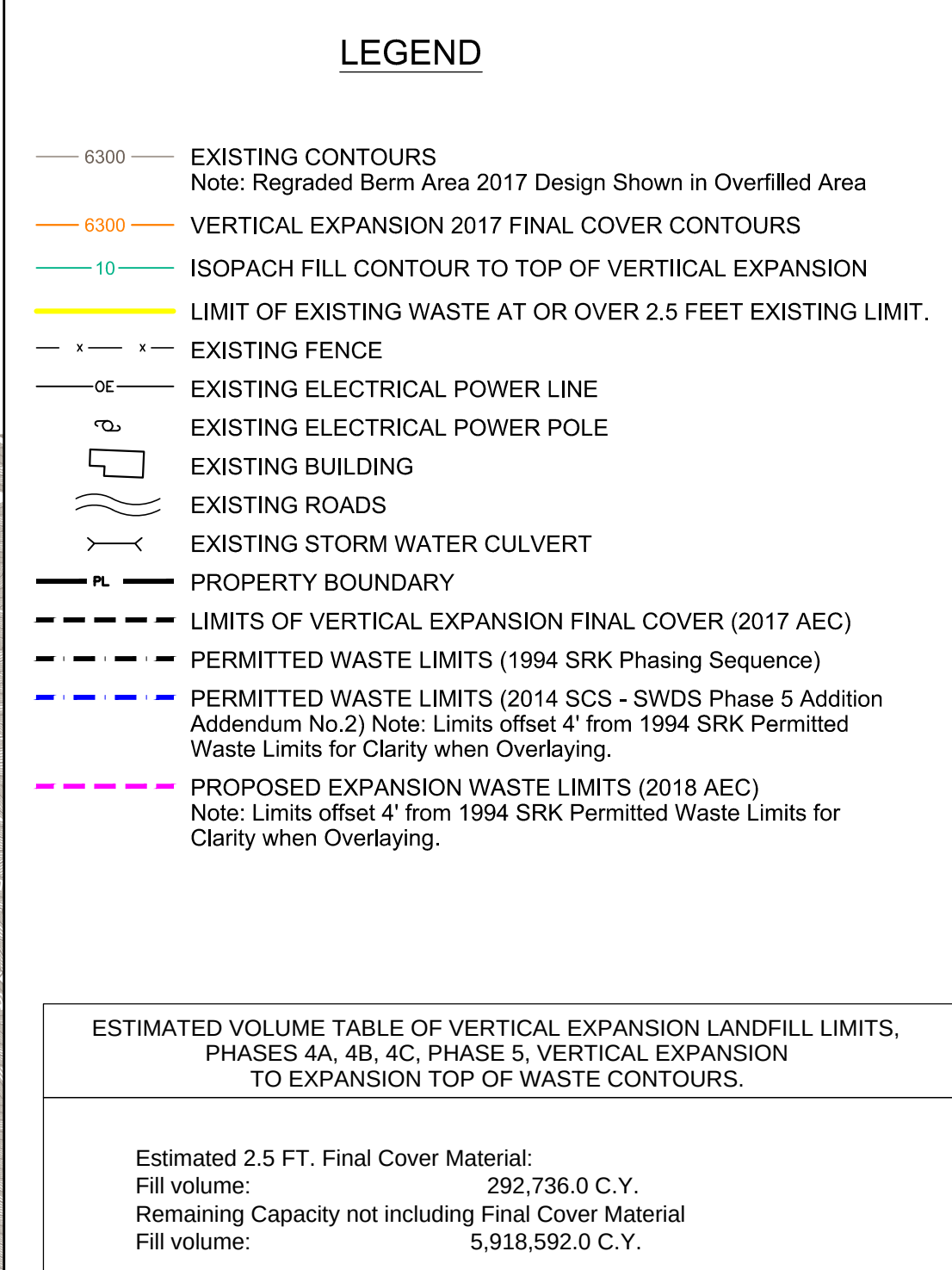
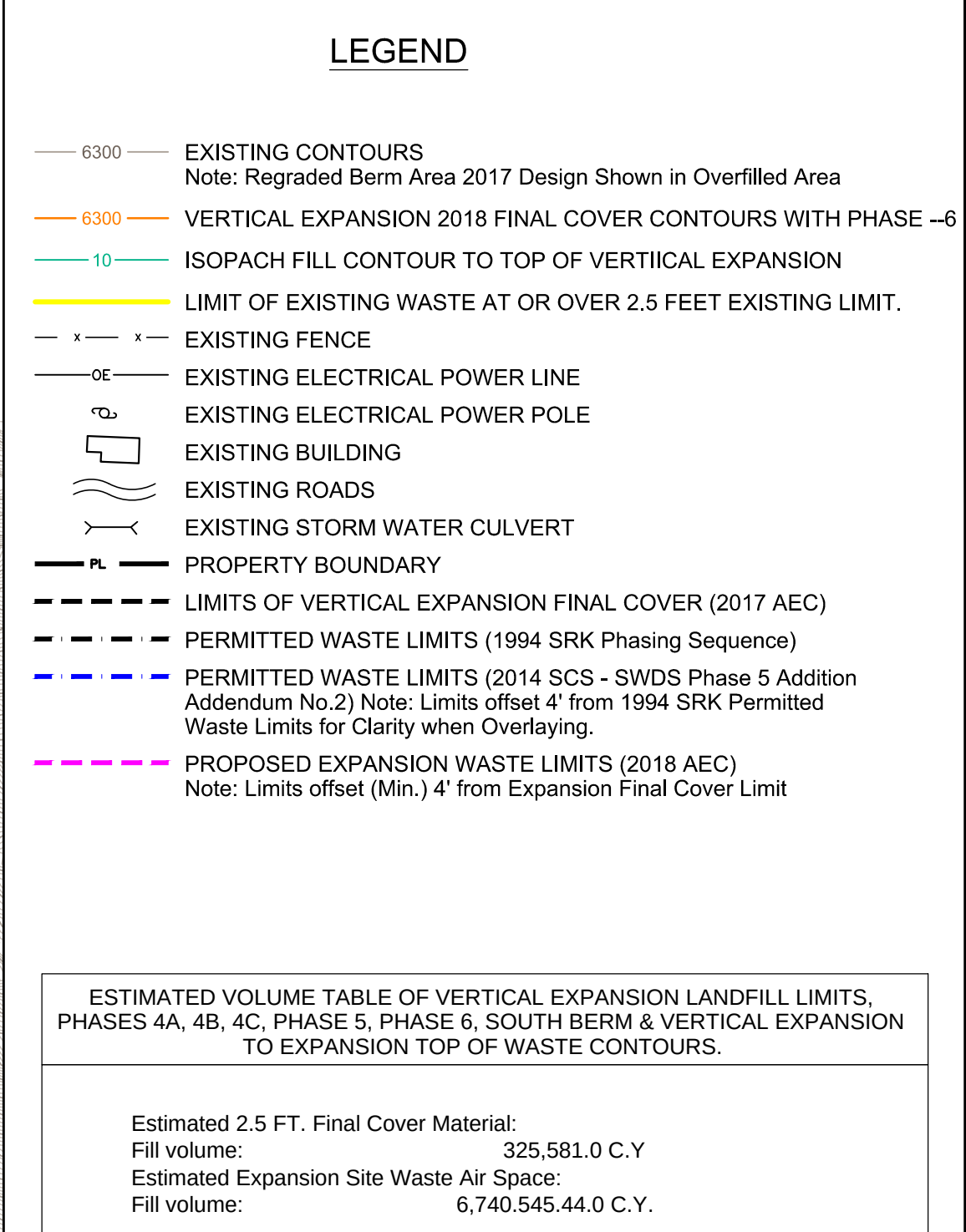


PLATE 3
PROPOSED EXPANSION CONTOURS AND CAPACITY
WITH PHASE 6



March 22, 2019

Matthew Langhorst
Assistant Public Works Director
101 West 8th Street
Glenwood Springs, CO 81601

Re: South Canyon Landfill Liquid Waste Rate Study

Dear Mr. Langhorst:

American Environmental Consulting is pleased to present this rate study for the South Canyon Landfill (SCLF). We contacted other landfills and composting facilities to ascertain their rates for various liquid and solid wastes potentially useful in composting. These facilities were, with one exception, located on the western slope and within 100 air miles of the SCLF. Of the 15 facilities we contacted, 13 were municipal solid waste landfills, and two were Class III composting facilities. Facilities are listed in the Attachment. Table 1 summarizes the number of responses, average, high and low costs.

Table 1: Survey Summary

Waste Type	responses	average	high	low	SCLF current
Septage (\$/gal.)	4	\$0.28	\$0.50	\$0.15	\$0.20
Grease (\$/gal.)	6	\$0.32	\$0.50	\$0.12	\$0.25
Car wash liquid (\$/gal.)	4	\$0.42	\$0.50	\$0.38	\$0.25
Biosolids (\$/ton) ¹	6	\$35.08	\$50.00	\$22.75	\$39.14

1. SCLF rate = \$45/CY = approximately \$39.14/ton

One facility, the Phantom Landfill near Cañon City, takes a different approach to liquid waste disposal, mixing it with fly ash or soil to produce a material that can pass the paint filter test and be disposed in the landfill. In all cases, the highest price reported in the table is from this facility. SCLF disposal costs are below average for septage, grease and car wash liquids, but above average for biosolids.

The included disposal rates are based on a break-even cost approach, in which we assume that **FOR ONE LOAD** at some point the extra transportation cost balances the savings on the disposal cost. The break-even analysis compares the disposal rate of the most obvious competitor to a rate at the SCLF. Attachment 2-6 show scenarios we considered to find the break-even cost, assuming the following:

- Liquid waste tank capacity (gal) 3000
- vehicle operating cost (\$/hr) 120
- unload wait time (hr) 0.25
- vehicle average speed (mph) 45
- round trip travel distance (mi) based on generating City vs. SCLF
- biosolids delivery vehicle capacity (tons) 20

Attachment 1
South Canyon Landfill
Liquid Waste/Biosolids Rate Study
Contact List and Cost Data

facility	distance ³ mi	local rates				out-of county rates				notes
		septage \$/gal.	grease \$/gal.	car wash \$/gal.	sewage sludge \$/ton ⁵	septage \$/gal.	grease \$/gal.	car wash \$/gal.	sewage sludge \$/ton	
South Canyon Landfill	7	\$0.20	\$0.25	\$0.25	\$39.14					Class III composting facility
Garfield County Landfill	35	\$0.15	na ⁴	na	na	\$0.30	na	na	na	
Pitkin County Solid Waste Center	32	na	na	na	\$30.00	na	\$0.05	na	\$30.00	Class III composting facility
Eagle County Landfill	45	na	na	na	na	na	na	na	na	does not accept liquid waste
Vail Honeywagon	46	na	na	na	na	na	na	na	na	Class III facility
Wray Gulch Landfill	85	na	na	na	na	na	na	na	na	does not accept liquid wastes, aside from motor oil
Mesa County Landfill	88	na	na	na	\$22.75	na	na	na	\$22.75	Class III composting facility, fresh water only
CB Industries	99	\$0.26	\$0.33	\$0.38	\$29.75	na	na	na	na	Class III facility
Lake County Landfill	90	na	na	na	na	na	na	na	na	
Summit County Landfill	97	na	\$0.12 ²	na	\$33.00	na	na	na	na	liquid waste solidification
Moffat County Regional Landfill	112	na	na	na	na	na	na	na	na	Class III composting facility, liquid waste disposal
Adobe Buttes Landfill	126	na	na	na	na	na	na	na	na	Class III composting facility
Milner Landfill	126	na	\$0.55	\$0.55	na	na	na	na	na	Class III facility
Montrose Landfill	145	na	na	na	na	na	na	na	na	Class III composting facility; does not accept liquid waste; has refused out of county waste due to limited capacity
Gunnison County Landfill	160	na	na	na	na	na	na	na	na	Class III composting facility
Phantom Landfill	203	\$0.50	\$0.50	\$0.50	\$50.00 ¹	na	na	na	na	solidification basin using fly ash and soil

NOTES
1. disposal at working face-must pass paint filter
2. \$33/ton, 7.2 lb/gallon-also must pass paint filter test
3. road distance, one-way from central Glenwood Springs
4. na=not accepted

The analysis does not consider weather, traffic, or road quality, and assumes that the only unique variables are distance and disposal cost. It also assumes the least number of miles to a disposal facility rather than the possible fastest route. The tables include a maximum number of trips that could be made for the various scenarios. The purpose is to provide information comparing a customer's ability to haul multiple loads to one disposal facility versus another in one day. For example, when hauling septage from Glenwood Springs, a hauler would use one-third the time going to SCLF versus the WGLF so could make three times as many trips to SCLF and, have the opportunity to make more revenue.

Attachments 2 -5 include basic analyses of the break-even rates for waste streams from various cities including Glenwood Springs, Aspen, Rifle, and Vail. Attachment 6 summarizes the results of the break-even analysis and includes recommended rate adjustments. It should be noted that, in certain cases, the break-even rate is lower than the current rate (for Rifle septage disposal for example). In this case, it is our assumption that the SCLF cannot compete with the West Garfield Landfill for disposal of this waste stream.

The recommended rates should take into account the current rate, the break-even rate from each City, and whether the City is within (either) the City limits or the County limits. After meeting with the City to discuss rate changes and the results of this study, we feel some rates can be raised based on the market for various waste streams and based on consideration of the in-City or in-County rates versus the out-of-City or out-of-County rates. Currently, the West Garfield Landfill charges double the in-County rates for all out-of-County disposal. The recommended rate changes are included in Attachment 6 and are summarized here:

1. Septage:

Current Rate = \$0.20/gal In-County Rate = unchanged Out-of-County Rate = \$0.30/gal

2. Grease

Current Rate = \$0.25/gal In-County Rate = \$0.30/gal Out-of-County Rate = \$0.35/gal

3. Car Wash Liquids

Current Rate = \$0.25/gal In-County Rate = unchanged Out-of-County Rate = \$0.30/gal

4. Sludges (biosolids)

Current Rate = \$39.14/ton In-County Rate = unchanged Out-of-County Rate = \$45/ton

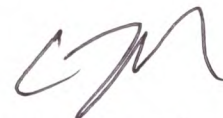
Please call us at 303-948-7733 if you have any questions.

Respectfully,
AMERICAN ENVIRONMENTAL CONSULTING, LLC



Ted Alexander, P.E.
Senior Engineer

Reviewed By:



Curtis J. Ahrendsen
Project Manager

Attachments: Contact List and Cost Data

Cc: King Lloyd, SCLF Supervisor

Attachment 2
South Canyon Landfill
Liquid Waste/Biosolids Rate Study
Rate Analysis
Break Even Rate Versus Nearest Competitor
FROM CENTRAL GLENWOOD SPRINGS

enter data in shaded cells only

	tank cap (gal)	3000	
	vehicle operating cost (\$/hr)	120	
	unload wait time (hr)	0.25	
	vehicle speed (mph)	45	
disposal cost = tipping fee+ transportation	one way travel distance (mi)	7	assume to SCLF from Glenwood
	Hours per day	8	
	Assume revenue is double the cost of lowest rate=	2	times cost of lowest rate

septage								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Garfield	\$0.15	3000	450	35	1.8	\$217	\$667	4
SCLF	\$0.20	3000	600	7	0.6	\$67	\$667	14

grease								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$0.12	3000	360	97	4.6	\$547	\$907	2
SCLF	\$0.28	3000	840	7	0.6	\$67	\$907	14

car wash								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$0.38	3000	1140	99	4.7	\$558	\$1,698	2
SCLF	\$0.54	3000	1620	7	0.6	\$67	\$1,687	14

sludge								
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Mesa	\$22.75	20	455	88	4.2	\$499	\$954	2
SCLF ³	\$44.00	20	880	7	0.6	\$67	\$947	14
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$29.75	20	595	99	4.7	\$558	\$1,153	2
SCLF ³	\$52.00	20	1040	7	0.6	\$67	\$1,107	14
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$33.00	20	660	97	4.6	\$547	\$1,207	2
SCLF ³	\$56.00	20	1120	7	0.6	\$67	\$1,187	14

1. Travel time includes only the time to travel to the landfill, offload 0.25 hr) , travel back to reload
2. Based on an 8 hour day

Attachment 3
South Canyon Landfill
Liquid Waste/Biosolids Rate Study
Rate Analysis
Break Even Rate Versus Nearest Competitor
FROM CENTRAL ASPEN

enter data in shaded cells only	tank cap (gal)	3000	
	vehicle operating cost (\$/hr)	120	
	unload wait time (hr)	0.25	
	vehicle speed (mph)	45	
	one way travel distance (mi)	48	assume to SCLF from Aspen
disposal cost = tipping fee+ transportation	Hours per day	8	
Assume revenue is double the cost of lowest rate=		2	times cost of lowest rate

septage								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Garfield	\$0.30	3000	900	76	3.6	\$435	\$1,335	2
SCLF	\$0.35	3000	1050	48	2.4	\$286	\$1,336	3

grease								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$0.12	3000	360	137	6.3	\$761	\$1,121	1
SCLF	\$0.28	3000	840	48	2.4	\$286	\$1,126	3

car wash								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$0.38	3000	1140	115	5.4	\$643	\$1,783	1
SCLF	\$0.50	3000	1500	48	2.4	\$286	\$1,786	3

1. Travel time includes only the time to travel to the landfill, offload 0.25 hr) , travel back to reload
2. Based on an 8 hour day

sludge								
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Mesa	\$22.75	20	455	130	6.0	\$723	\$1,178	1
SCLF ³	\$44.00	20	880	48	2.4	\$286	\$1,166	3
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$29.75	20	595	115	5.4	\$643	\$1,238	1
SCLF ³	\$48.00	20	960	48	2.4	\$286	\$1,246	3
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$33.00	20	660	137	6.3	\$761	\$1,421	1
SCLF ³	\$56.00	20	1120	48	2.4	\$286	\$1,406	3

Attachment 4
South Canyon Landfill
Liquid Waste/Biosolids Rate Study
Rate Analysis
Break Even Rate Versus Nearest Competitor
FROM CENTRAL RIFLE

enter data in shaded cells only	tank cap (gal)	3000	
	vehicle operating cost (\$/hr)	120	
	unload wait time (hr)	0.25	
	vehicle speed (mph)	45	
	one way travel distance (mi)	24	assume to SCLF from Rifle
disposal cost = tipping fee+ transportation	Hours per day	8	
Assume revenue is double the cost of lowest rate=		2	times cost of lowest rate

septage								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Garfield	\$0.15	3000	450	9	0.7	\$78	\$528	12
SCLF	\$0.12	3000	360	24	1.3	\$158	\$518	6

grease								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$0.12	3000	360	123	5.7	\$686	\$1,046	1
SCLF	\$0.30	3000	900	24	1.3	\$158	\$1,058	6

car wash								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$0.38	3000	1140	100	4.7	\$563	\$1,703	2
SCLF	\$0.52	3000	1560	24	1.3	\$158	\$1,718	6

1. Travel time includes only the time to travel to the landfill, offload 0.25 hr) , travel back to reload
2. Based on an 8 hour day

sludge								
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Mesa	\$22.75	20	455	63	3.1	\$366	\$821	3
SCLF ³	\$33.00	20	660	24	1.3	\$158	\$818	6
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$29.75	20	595	100	4.7	\$563	\$1,158	2
SCLF ³	\$50.00	20	1000	24	1.3	\$158	\$1,158	6
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$33.00	20	660	123	5.7	\$686	\$1,346	1
SCLF ³	\$59.00	20	1180	24	1.3	\$158	\$1,338	6

Attachment 5
South Canyon Landfill
Liquid Waste/Biosolids Rate Study
Rate Analysis
Break Even Rate Versus Nearest Competitor
FROM CENTRAL VAIL

		ASSUMPTIONS	
enter data in shaded cells only	tank cap (gal)	3000	
	vehicle operating cost (\$/hr)	\$120	
	unload wait time (hr)	0.25	
	vehicle speed (mph)	45	
	one way travel distance (mi)	67	assume to SCLF from Vail
disposal cost = tipping fee+ transportation	Hours per day	8	
Assume revenue is double the cost of lowest rate=		2	times cost of lowest rate

septage								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Garfield	\$0.30	3000	900	95	4.5	\$537	\$1,437	2
SCLF	\$0.35	3000	1050	67	3.2	\$387	\$1,437	2

grease								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$0.12	3000	360	36	1.9	\$222	\$582	4
SCLF	\$0.07	3000	210	67	3.2	\$387	\$597	2

car wash								
	disposal	tank cap.		One Way	Travel	trip	total	possible
	\$/gallon	gallon	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$0.38	3000	1140	160	7.4	\$883	\$2,023	1
SCLF	\$0.54	3000	1620	67	3.2	\$387	\$2,007	2

1. Travel time includes only the time to travel to the landfill, offload 0.25 hr) , travel back to reload
2. Based on an 8 hour day

sludge								
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Mesa	\$22.75	20	455	148	6.8	\$819	\$1,274	1
SCLF ³	\$45.00	20	900	67	3.2	\$387	\$1,287	2
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
CB Industries	\$29.75	20	595	160	7.4	\$883	\$1,478	1
SCLF ³	\$55.00	20	1100	67	3.2	\$387	\$1,487	2
	disposal			One Way	Travel	trip	total	possible
	\$/ton	tons	cost	distance	time	cost	cost	trips per
				mi	Hrs ¹		per trip	day ²
Summit	\$33.00	20	660	36	1.9	\$222	\$882	4
SCLF ³	\$25.00	20	500	67	3.2	\$387	\$887	2

ATTACHMENT 6 - SUMMARY TABLE
SOUTH CANYON LIQUID DISPOSAL RATE STUDY
BREAK EVEN RATE TO COMPETE WITH FACILITIES

		from			
		Glenwood	Aspen	Rifle	Vail
septage		\$0.20			
to	Garfield	\$0.15	<i>\$0.30</i>	\$0.15	<i>\$0.30</i>
	SCLF	\$0.20	<i>\$0.35</i>	\$0.12	<i>\$0.35</i>
Recommended SCLF Rate		\$0.20	<i>\$0.30</i>	\$0.20	<i>\$0.30</i>
grease		\$0.25			
to	Summit	\$0.12	<i>\$0.12</i>	\$0.12	<i>\$0.12</i>
	SCLF	\$0.28	<i>\$0.28</i>	\$0.30	<i>\$0.07</i>
Recommended SCLF Rate		\$0.30	<i>\$0.35</i>	\$0.30	<i>\$0.35</i>
car wash		\$0.25			
to	CB Industries	\$0.38	<i>\$0.38</i>	\$0.38	<i>\$0.38</i>
	SCLF	\$0.54	<i>\$0.50</i>	\$0.52	<i>\$0.54</i>
Recommended SCLF Rate		\$0.25	<i>\$0.30</i>	\$0.25	<i>\$0.30</i>
sludge¹		\$39.14			
to	Mesa	\$22.75	<i>\$22.75</i>	\$22.75	<i>\$22.75</i>
	SCLF	\$44.00	<i>\$44.00</i>	\$33.00	<i>\$45.00</i>
Recommended SCLF Rate		\$39.14	<i>\$45.00</i>	\$39.14	<i>\$45.00</i>
to	CB Industries	\$29.75	<i>\$29.75</i>	\$29.75	<i>\$29.75</i>
	SCLF	\$52.00	<i>\$48.00</i>	\$50.00	<i>\$55.00</i>
Recommended SCLF Rate		\$39.14	<i>\$45.00</i>	\$39.14	<i>\$45.00</i>
to	Summit	\$33.00	<i>\$33.00</i>	\$33.00	<i>\$33.00</i>
	SCLF	\$56.00	<i>\$56.00</i>	\$59.00	<i>\$25.00</i>
Recommended SCLF Rate		\$39.14	<i>\$45.00</i>	\$39.14	<i>\$45.00</i>

Rates in Bold are the current SCLF rate

Areas in Italics are those that are Out of County

Exhibit A

South Canyon Landfill Rate Change Exhibit			
	In/Out of County Existing	In County New	Out of County New
Septage (Gal)	\$ 0.20	Unchanged	\$ 0.30
Grease (Gal)	\$ 0.25	\$ 0.30	\$ 0.35
Car Wash (Gal)	\$ 0.25	Unchanged	\$ 0.30
Sludge/Biosolids (Ton)	\$ 39.14	Unchanged	\$ 45.00
Municipal Waste (Ton)	\$ 40.00	\$ 49.00	\$ 49.00
C&D Waste (Ton)	\$ 48.00	Unchanged	\$ 68.00

RESOLUTION 2013-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, ACTING AS THE
LANDFILL ENTERPRISE, SETTING LANDFILL RATES.**

WHEREAS, the City of Glenwood Springs Landfill Enterprise operates under a weight-based fee structure; and

WHEREAS, the most recent adjustment to the South Canyon Landfill rates was approved in November 2008; and

WHEREAS, the Landfill Enterprise has undertaken an operations and rate study and finds that an increase in the tipping fees is necessary to meet projected operating expenses and upcoming expenses associated with the construction of future disposal areas; and

WHEREAS, the City Council of the City of Glenwood Springs, acting as the governing body of the Landfill Enterprise, finds an increase in landfill fees is appropriate; and

WHEREAS, the City Council by this Resolution will set landfill rates until otherwise amended by City Council.

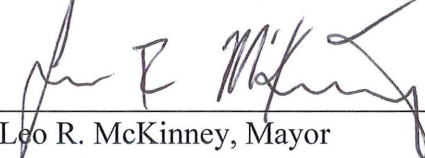
NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. It hereby adopts the landfill fees as set forth on Exhibit A attached hereto and incorporated herein, effective October 1, 2013.

Section 2. Any person, association, corporation or other entity failing to pay their respective landfill fees shall be subject to the imposition of a late fee at the rate and upon the terms established by the City. Nothing in this Resolution shall preclude the City from utilizing any applicable penalties or remedies for the collection of landfill fees.

INTRODUCED, READ AND PASSED THIS 5th DAY OF September, 2013.

CITY OF GLENWOOD SPRINGS, COLORADO



Leo R. McKinney, Mayor

ATTEST:



Ann Green, Deputy City Clerk

EXHIBIT A

South Canyon Landfill Tipping Fees

Municipal Solid Waste.....	\$40.00/ton*
Residential/Mixed.....	\$ 0.02/lb*
Construction/Demolition.....	\$48.00/ton*
Concrete, clean (no rebar or mesh)	\$20.00/ton*
Concrete, dirty (with rebar or mesh).....	\$40.00/ton*
Contaminated Soil.....	\$52.00/ton*
Brush and Wood (separated).....	\$ 3.20/cubic yd*
Metal Appliances	\$10.00/each*
Other Recyclable Metal (separated).....	\$20.00/ton*
Large Animal (elk, cow, etc. - over 300 lbs)	\$12.00/ea*
Medium Animal (deer, etc. - up to 300 lbs).....	\$10.00/ea*
Small Animal (dog, cat, etc. - up to 100 lbs)	\$ 8.00/ea*
Yard waste and clean fill.....	No charge
Non-friable asbestos.....	\$50.00/ton*
Septic Sludge	\$ 0.20/gals*
Car Wash Sludge.....	\$ 0.25/gals*
Grease Sludge.....	\$ 0.25/gals*
Sludge	\$45.00/cubic yd*
Tires:	
Passenger car/light truck	\$ 5.00/tire*
Passenger car/light truck with rim	\$10.00/tire*
Large truck	\$10.00/tire*
Large truck with rim	\$20.00/tire*
Equipment.....	\$30.00/tire*
Equipment with rim	\$40.00/tire*
Tires Cut (quartered or sidewalls cut out).....	\$89.00/ton*
Minimum Charge	\$ 8.00*
Each uncovered load (added to regular fees)	\$20.00*

* + State User Fee



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: Board and Commission Appointments for Historic Commission and Housing Commission

Action Requested: Interview applicants for the Historic Commission and Housing Commission

Department: City Clerk

Presented By: Catherine Fletcher, City Clerk

Background Info: Historic Commission has members with expiring terms and the Housing Commission has open seats available.

~ Historic Commission:

- 2 Regular Seats Available
- 2 Applicants

~ Housing Commission:

- 2 Regular Seats Available
- 2 Applicants

Issues: None

Staff Recommendation:



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: catherine.mythen@cogs.us

HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION

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

Composition of the Historic Preservation Commission:

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Powers and Duties:

(I) Powers and Duties of Historic Preservation Commission. The powers and duties of the Historic Preservation Commission shall be:

- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
- (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
- (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
- (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
- (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: catherine.mythen@cogs.us

HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 1 - Name and Address

Name

Home Address

Mailing Address

Section 2 - Contact Information

Home

Work

Fax

Mobile

Email

Section 3 - Occupation

Occupation

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Historic Preservation Commission?

I grew up in Glenwood Springs and have always been interested in its history. When I returned to the City to pursue my legal career I was looking for a way to give back to the community. Serving on the Commission allows me to do that by preserving the City's history. I was appointed for my first term in 2016 and hope to be reappointed.

2. What do you view as your role if selected as a member of the Historic Preservation Commission?

Providing guidance and insight regarding processes, procedures, and application of standards to and use applications and other matters that come before the Commission.



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: catherine.mythen@cogs.us

HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 4 - Personal and Professional Interests (continued)

3. Do you have any professional experience in one of the following disciplines: architecture, landscape architecture, architectural history, history, archaeology, planning, geography, anthropology, building trades, law or real estate? (Note - professional experience in these fields is not a requirement for appointment to the Historic Preservation Commission.)

Yes, law, real estate, and land use

4. Please list degrees received, school/college/university attended and area of study.

Glenwood Springs High School graduate
CU Boulder - BA, environmental studies
University of Utah S.J. Quinney College of law - JD

5. The Historic Preservation Commission generally attends one meeting a month in the evening. Do you have any existing time commitments that will hamper your ability to serve?

Occasional evening meetings for work and other organizations I am involved with, none of which occur the first Monday of the month

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

My legal practice includes representing other municipalities and special districts. I also served on various boards throughout high school, college, and law school.

Thank you for your interest and time commitment in serving your community

Please complete this application and forward it to the City Clerk either by mail to: 101 West 8th Street, Glenwood Springs, CO 81601; fax to: 970-945-5023; email: catherine.mythen@cogs.us; or online:

www.cogs.us



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: catherine.mythen@cogs.us

HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 1 - Name and Address

Name

Home Address

Mailing Address

Section 2 - Contact Information

Home

Work

Fax

Mobile

Email

Section 3 - Occupation

Occupation

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Historic Preservation Commission?

I have had the honor of serving as a member of the Historic Preservation Commission for multiple years at this point. I would enjoy continuing my work to help ensure the preservation of the historical treasures of Glenwood Springs. I believe that the history of our city is a vital component of both its unique culture and its appeal to visitors and tourists. I also believe that it is critical for our city to help balance the needs of development against the need to protect Glenwood Springs unique architectural treasures.

2. What do you view as your role if selected as a member of the Historic Preservation Commission?

To review and advise City Council on the impact of any development plans upon the unique architectural treasures of Glenwood Springs. To assist in the preservation and promotion of Glenwood Springs unique history. To help ensure and protect our historical legacy for future generations.



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101 West 8th Street
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Fax: 970-945-5023
Email: catherine.mythen@cogs.us

HISTORIC PRESERVATION COMMISSION

APPLICATION

(for Powers and Duties, see page 3)

Section 4 - Personal and Professional Interests (continued)

3. Do you have any professional experience in one of the following disciplines: architecture, landscape architecture, architectural history, history, archaeology, planning, geography, anthropology, building trades, law or real estate? (Note - professional experience in these fields is not a requirement for appointment to the Historic Preservation Commission.)

No.

4. Please list degrees received, school/college/university attended and area of study.

Bachelor of the Arts, University of Michigan, History Major
Master of the Arts, Eastern Michigan University, History Major

5. The Historic Preservation Commission generally attends one meeting a month in the evening. Do you have any existing time commitments that will hamper your ability to serve?

No

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

I have now served multiple years with the Glenwood Springs Historic Preservation Commission.

Thank you for your interest and time commitment in serving your community

Please complete this application and forward it to the City Clerk either by mail to: 101 West 8th Street, Glenwood Springs, CO 81601; fax to: 970-945-5023; email: catherine.mythen@cogs.us; or online:

www.cogs.us



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HOUSING COMMISSION

APPLICATION

(for Powers and Duties, see Page 3)

POWERS AND DUTIES OF THE HOUSING COMMISSION

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

Composition of the River Commission:

(11) Glenwood Springs Housing Commission.

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.

(k) Powers and duties of Housing Commission. The powers and duties of the Housing Commission shall be:

- (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
- (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
- (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
- (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
- (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.
- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.



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**HOUSING COMMISSION
APPLICATION**
(for Powers and Duties, see Page 3)

Section 1 – Name and Address

Name Erin Bradshaw
Home Address 367 County Rd 130 Glenwood Springs CO 81601
Mailing Address Po Box 1911 Glenwood Springs CO 81602

Section 2 - Contact Information

Home _____ Work (970) 925-2075
Fax _____ Mobile _____
Email erin@advocatesafehouse.org

Section 3 – Occupation

Occupation Housing Advocate with the Advocate Safehouse Project

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Housing Commission?

Please See Attached for Answers to these questions

2. What do you view as your role if selected as a member of the Housing Commission?

3. What personal or professional experience do you have relative to the mission of the Housing Commission
(see Powers and Duties attached)?

4. Have you previously served in any policy advisory capacity relative to Housing? If so, state your role.
5. What do you see as the role that Housing play in the character and function of the Glenwood Springs Community?
6. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?
7. What experience do you have working with people on a board, commission or committee?
8. Are you able to attend a monthly meeting of the Housing Commission held at 4:00pm on the second Wednesday of each month?

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Housing Commission?

As a housing advocate and lifetime resident of Glenwood Springs, I would like to be a voice for those who are in need of a safe and affordable home.

2. What do you view as your role if selected as a member of the Housing Commission?

I would like to help find solutions for more affordable housing options.

3. What personal or professional experience do you have relative to the mission of the Housing Commission (see Powers and Duties attached)?

This is all new to me; however, being in Glenwood for over 30 years I have seen a tremendous amount of change. I am excited to potentially join a commission that is looking for solutions to a big issue in the City of Glenwood.

4. Have you previously served in any policy advisory capacity relative to Housing? If so, state your role.

No, I have not.

5. What do you see as the role that Housing play in the character and function of the Glenwood Springs Community?

Housing and the Housing Commission are a big part of the character and function of our town. Helping find solutions and guides that will help keep the wages and cost of living on and equal playing field.

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

Yes

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

Very Little

8. Are you able to attend a monthly meeting of the Housing Commission held at 4:00pm on the second Wednesday of each month?

Yes



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HOUSING COMMISSION

APPLICATION

(for Powers and Duties, see Page 3)

Section 1 – Name and Address

Name

John Matthew Spidell

Home Address

322 Silver King Court, GWS 81601

Mailing Address

same

Section 2 - Contact Information

Home 970-930-6169

Work

Fax

Mobile

719-660-9984

Email jjglenwood@gmail.com

Section 3 – Occupation

Occupation Restaurant Owner - Jimmy John's 1331 Grand Ave, 81601

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Housing Commission?

If see and feel the extreme need for first time job seekers and first time home owners to have option

2. What do you view as your role if selected as a member of the Housing Commission?

A great team player interested in getting results

3. What personal or professional experience do you have relative to the mission of the Housing Commission (see Powers and Duties attached)?

I hire first time and seasoned workers at all levels. I've also owned and managed vrbo's but I'm r

4. Have you previously served in any policy advisory capacity relative to Housing? If so, state your role.

Not specifically in housing, but I've served at a planning commissioner in Castle Rock, CO and have

5. What do you see as the role that Housing play in the character and function of the Glenwood Springs Community?

Housing is our life blood for diversity and balance. We need all kind of entry points and options for

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

Yes.

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

City Planning Commission Castle Rock, CO 2008/9, Past President of the American Society of Lan

8. Are you able to attend a monthly meeting of the Housing Commission held at 4:00pm on the second Wednesday of each month?

Yes



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2019

Agenda Item: URA Appointment

Action Requested: Appointment to fill a seat on the Urban Renewal Authority appointed by the mayor and ratified by City Council

Department: City Administration

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: On Dec. 6, 2018, the City Council approved Resolution 2018-60 finding that one or more blighted areas exist in the City of Glenwood Springs, the need for the redevelopment and rehabilitation of such areas in accordance with the Colorado Urban Renewal Law, declaring it to be in the public interest that the Glenwood Springs Urban Renewal Authority exercise the powers provided by law and designating the City Council and representatives of affected taxing bodies as the Urban Renewal Authority.

State statute allows a municipality to designate itself as the Urban Renewal Authority, with seats to represent the County, School District and the collective interests of the taxing bodies levying a mill levy within the boundaries. The resolution designated the City Council as the Authority, and created seats for the County, School District, and the other taxing bodies collectively. Because that would leave the Authority with an even number of seats, the resolution also created an additional seat for the City to be appointed by the Mayor.

Garfield County appointed John Martin to the Urban Renewal Authority. Neither the school district nor the other special districts have made an appointment.

The City received two applicants for this seat: Mike Mercatoris and Tate Fairbanks.

Issues: None.

Staff Recommendation: None.



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URBAN RENEWAL

APPLICATION

(see Urban Renewal Plan attached)

Section 1 – Name and Address

Name Mike Mercatoris
Home Address 139 Arapahoe Carbondale Colorado 81623
Mailing Address 139 Arapahoe Carbondale Colorado 81623

Section 2 - Contact Information

Home _____ Work _____
Fax _____ Mobile (970) 618 7092
Email: Mike@zghospitality.com

Section 3 – Occupation

Occupation: Restaurant owner and consultant as well as a Commercial Broker for Sotheby's

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Urban Renewal Authority?
 - Being a business owner in Glenwood and having 70+ local employees I am well aware of the challenges to living and doing business in Glenwood Springs. After working closely with Leslie Bethel and the DDA I can see what good planning and working with all interests can do for our town. I am very excited for the future of Glenwood with the forward thinking that is going on right now. Urban Renewal in this part of town is necessary, but it must be done in a cooperative manner, to assure it interest of the community are being served. Housing, business, rentals ect...
2. What do you view as your role if selected as a member of the Urban Renewal Authority?
 - I would see my role as a moderator. I have the ability to actively listen to all sides and empathize with all sides. I have been on all sides of the table myself. Landlord, tenant, employee, employer, community leader and citizen. This gives me a perspective and patience that not many people have. I don't have an agenda. This community has been nothing but supportive of me in our restaurants. Our restaurants, in turn, have been able to help support the community. Whether it is through the ability to provide steady work for local community members or supporting local

nonprofits. I see this as a way to continue giving back to the community.

3. What personal or professional experience do you have relative to the mission of redevelopment?

- I have worked and consulted on restaurants in every town in this valley. This gives me a broad perspective.
- I moved to Snowmass in 1994. My uncle Doug Mercatoris was mayor and on town council during that time. I witnessed first hand what can happen when out of town parties with unlimited funds come in and buy large parts of a town. Base village stalled and really hurt that town. I also watched him guide Snowmass to building more “employee housing” than any other resort town in Colorado.
- Like I said I have been on every side of the negotiating table.
- I have recently received my real estate license and am working with Sotheby’s. My specialty is commercial. My goal with getting my Real Estate license is to help the next generations of entrepreneurs and landlords work out deals that work for all parties. I have never viewed the landlord tenant relationship as an adversarial one. It is a partnership. When it works for all parties everyone wins.
- I have negotiated with landlords from all over the valley and from all walks of life. From the gentleman who was born in the building he inherited from his parents and currently lives there. To the Texas corporations that negotiate with Target and Lowes.
- I know business financials and can build pro formas for projects.
- I have built 7 restaurants of my own in the valley. 4 in one block in downtown glenwood. I have consulted on 30 more in the valley. Anywhere from helping to set up accounting and bookkeeping systems to full on design build projects.



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URBAN RENEWAL

APPLICATION

(see Urban Renewal Plan attached)

Section 1 – Name and Address

Name Tate Fairbanks

Home Address 28 Chelyn Rd. Glenwood Springs, CO 81601

Mailing Address Same

Section 2 - Contact Information

Home N/A Work N/A

Fax N/A Mobile (970)309-5227

Email tate@tatecivil.com

Section 3 – Occupation

Occupation Civil Engineer/General Contractor

Section 4 - Personal and Professional Interests

1. Why are you interested in serving on the Urban Renewal Authority?
I am interested in volunteering within the community, in a manner that interests and engages me. I understand the Authority is currently overseeing the potential redevelopment of the West Glenwood Mall area. I believe I could be of use to City Council and the Authority in an effort to efficiently prioritize the limited funds available to the municipality.
2. What do you view as your role if selected as a member of the Urban Renewal Authority?
I believe the role of an Authority member is to keep an open mind and to find a balance between the community wants and what's actually feasible. Also, to be proactive about researching the pros and cons of each alternative for the project and making a point to reduce any potential negative impacts the project may have.
3. What personal or professional experience do you have relative to the mission of redevelopment?

I believe the engineering mind set of identifying the problem, breaking it down to the source of the issue, then collectively brainstorming for solutions, typical of consulting, applies here. The experience I've gained working for engineering firms in both the public and private sector will directly benefit the Urban Renewal Authority.