AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JANUARY 16, 2020
101 W. 8TH STREET
6:15 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	**WORK SESSIONS**	ACTION
4:00pm	1.	Tour of West Glenwood Fire Station	Information/Discussion
		GLENWOOD SPRINGS URBAN RENEWAL AUTHORITY	
4:45pm	2.	Roll Call	Quorum
	3.	Consideration of Ross Settlement Agreement	Discussion and/or Action
	4.	Adjournment	
		EXECUTIVE SESSION	
5:00pm	5.	Executive Session to Discuss a Personnel Matter Under C.R.S. 24-6-402(4)(f) More Precisely to Conduct the Municipal Judge's Annual Review	Information/Discussion
5:30pm	6.	Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b), and (e) related to 27th Street Bridge	Information/Discussion
		PRE-MEETING	
5:45pm	7.	Review of Regular Session Agenda	Information/Discussion
	8.	Council Comments / Future Agendas	Information/Discussion
6:00pm		***Meeting Set-up***	
		REGULAR SESSION	
6:15pm	9.	Roll Call	Quorum
	10.	Pledge of Allegiance	
	11.	Agenda Changes & Conflicts	Information
	12.	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	Information Only
	13.	Council Comments	Information
	14.	Consent Agenda	Discussion and/or Action
		All matters under consent are considered to be routine and will be enacted by one motion and vote. The titles will not be read aloud.	
6:30pm		A. Resolution 2020-1; A Resolution of the City Council of the City of Glenwood Springs, Colorado Designating a Posting Place for 2020	

B. Resolution 2020-2; A Resolution of the City of Glenwood Springs, Colorado, Adopting the Colorado Municipal Election Code of 1965 and Delegating the Authority of Appointing Election Judges for the Glenwood Springs April 14, 2020 Special Election

C. Resolution 2020-3, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting Community Broadband Network Rates for Residential and Commercial Services

D. Minutes of the December 19th, 2019 Regular Meeting

E. VueWorks Contract for Approval

F. Modular Office Lease-Purchase

ACTIONS AND/OR PRESENTATIONS

6:35pm	15.	Census 2020	Presentation
6:50pm	16.	Update on Homelessness Initiatives	Discussion and/or Action
7:00pm	17.	CC4CA Introduction - Coalition of Communities for Strong Climate Policy	Presentation
7:15pm	18.	Bus System Re-branding - Studio Six Contract Extension	Discussion and/or Action
7:25pm	19.	Sayre Park Phase One	Discussion and/or Action
7:30pm	20.	Appointment to Boards and Commissions Arts and Culture Board	Discussion and/or Action
7:40pm	21.	Contract to Purchase Western Petroleum	Discussion and/or Action
7:50pm	22.	Ordinance No 1, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 100.040.020 and 120.020.100 of the Glenwood Springs Municipal Code (FIRST READING)	Discussion and/or Action
8:00pm	23.	Ordinance No 2, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 070.040.070 of the Glenwood Springs Municipal Code (FIRST READING)	Discussion and/or Action
8:15pm	24.	Resolution 2020 - 4; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Setting Fees in lieu of Sidewalks Pursuant to Section 070.040.070 of the Glenwood Springs Municipal Code	Discussion and/or Action
8:30pm	25.	Resolution 2020-5; A Resolution of the City of Glenwood Springs, Colorado, Referring to the Registered Electors of the City of Glenwood Springs at the April 14, 2020 Special Election a Question Whether Section 2.6 of the City of Glenwood Springs Home Rule Charter Shall be Amended to Require that Candidates for Elected Office Receive a Majority of Votes and to Authorize Runoff Elections	Discussion and/or Action
8:45pm	26.	Consideration of the Ross Settlement Agreement	Discussion and/or Action
8:50pm	27.	27th Bridge Change Order	Discussion and/or Action
9:00pm	28.	Report from City Administration	Information

A. City Manager

i. Public Information Presentation

ii. Council Norms

B. City Attorney

C. Correspondence Incoming/Outgoing

29. Adjournment

Future Agenda Items

General and Revenue

- Revenue Generation
  - Progressive water and electric rates
  - Electric Revenue
  - Meadows PIF
  - Code enforcement
- Attractions/Accommodations Tax
- Housing Policy/Affordable Housing
- ~~Census Presentation with CrystalPerez-Mariscal.~~

Engineering, Public Works, Transportation and Community Development

- West Glenwood bus service & RFTA
  - Donegan Road Service
- Recycling/Trash Hauling
- Bicycle Improvements
- Cardiff Glen 1 Parking
- Blake Gate
- Iddings Property
- ~~Vogeler 6 F designation~~

- Spring Cleanup work session
- Downtown Design Standards/Code Issues – with the DDA
- GID
- Zeroscaping Incentives
- Plastic Bags
- ~~CC4CA Membership Presentation~~

Police

- Ticketing on GA pedestrian bridge
- Graffiti

Parks and Recreation/Cultural Resources

- Future of the Cemetery
- Restoration of River Banks
- South Canyon Master Plan
- South Canyon RFQ

Fire

- Fire Risk (including camping in BLM land)
- Emergency Response to Natural Disasters

Electric/Environmental

- Glenwood Spring Electric Board Discussion/Solar
- Climate Action Plan
- Updated Energy Code

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Resolution 2020-1; A Resolution of the City Council of the City of Glenwood Springs, Colorado Designating a Posting Place for 2020
Action Requested:	Approve Resolution 2020-1
Department:	City Clerk
Presented By:	Catherine Fletcher, City Clerk
Background Info:	The Colorado Open Meetings Law requires that all meetings at which the adoption of any proposed City policy or other formal action be held only after full and timely notice to the public and requires City Council to designate a public place for posting notices of such meetings
Issues:	None
Staff Recommendation:	Approve Resolution

RESOLUTION 2020 – 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, DESIGNATING A PUBLIC PLACE FOR POSTING MEETING NOTICES DURING CALENDAR YEAR 2020.

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

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

WHEREAS, this designation must occur each calendar year; and

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

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

Section 1. Pursuant to Section 24-6-402(2)(c) of the Colorado Revised Statutes, as amended, and unless otherwise designated, the bulletin board entitled "Official Public Notices" and located in the lobby of the Glenwood Springs City Hall, located at 101 W. 8th Street, Glenwood Springs, Colorado 81601, is hereby designated as the appropriate place for posting public notices of all regular and special meetings of the City Council and its designated boards and commissions for the 2020 calendar year.

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

INTRODUCED, READ, AND PASSED THIS 16TH DAY OF JANUARY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

____

Jonathan Godes, Mayor

____

Catherine Mythen Fletcher, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Resolution 2020-2; A Resolution of the City of Glenwood Springs, Colorado, Adopting the Colorado Municipal Election Code of 1965 and Delegating the Authority of Appointing Election Judges for the Glenwood Springs April 14, 2020 Special Election
Action Requested:	Approve Resolution 2020-2
Department:	City Clerk
Presented By:	Catherine Fletcher, City Clerk
Background Info:	Pursuant to the requirements of the Glenwood Springs Charter, a special municipal election is to be conducted on April 14, 2020; and Section 31-10-101, et. seq., C.R.S., as amended, permits a municipality to utilize the requirements and procedures of the Colorado Municipal Election Code of 1965 with respect to any municipal election; and allows the election official the authority and responsibility for appointing the election judges for this special municipal election
Issues:	None
Staff Recommendation:	N/A

RESOLUTION 2020-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADOPTING THE COLORADO MUNICIPAL ELECTION CODE OF 1965 AND DELEGATING THE AUTHORITY AND RESPONSIBILITY OF APPOINTING ELECTION JUDGES FOR THE CITY OF GLENWOOD SPRINGS' SPECIAL MUNICIPAL ELECTION ON APRIL 14, 2020.

WHEREAS, pursuant to the requirements of the Glenwood Springs Charter, a special municipal election is to be conducted on April 14, 2020; and

WHEREAS, Section 31-10-101, et. seq., C.R.S., as amended, permits a municipality to utilize the requirements and procedures of the Colorado Municipal Election Code of 1965 with respect to any municipal election; and

WHEREAS, the City Council of the City of Glenwood Springs wishes to adopt the Colorado Municipal Election Code of 1965 relating to the mail ballot election for the April 14, 2020 special municipal election; and

WHEREAS, the governing body of any political subdivision may determine that an election may be held by mail ballot; and

WHEREAS, the election official of the City of Glenwood Springs has recommended that the City Council authorize a mail ballot election for the April 14, 2020 special municipal election.

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

Section 1. The City of Glenwood Springs hereby adopts the provisions of the Colorado Municipal Election Code of 1965 for the conduct of the April 14, 2020 special municipal election.

Section 2. Notwithstanding the provisions of the Glenwood Springs Municipal Code to the contrary, the provisions of the Colorado Municipal Election Code of 1965, as amended, shall prevail.

Section 3. Registered voters shall have the opportunity to cast ballots in person as provided by the Mail Ballot Election Act, C.R.S. § 1-7.5-101 et seq., at a polling place located in the City's Clerk's office at City Hall, 101 W. 8th Street, Suite 325, Glenwood Springs, Colorado.

Section 4. The authority and responsibility for appointing the election judges for this special municipal election is hereby delegated to the City Clerk, pursuant to Section 31-10-401 C.R.S., as amended.

Section 5. The ballots shall be paper ballots and recorded by sworn election judges.

Section 6. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this Resolution.

Section 7. The City Council of the City of Glenwood Springs finds and declares that this Resolution is promulgated and adopted for the public health, safety, and welfare and this Resolution bears a rational relation to the legislative objective sought to be obtained.

INTRODUCED, READ AND PASSED THIS 16TH DAY OF JANAURY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Catherine Mythen Fletcher, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Resolution 2020-3, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting Community Broadband Network Rates for Residential and Commercial Services
Action Requested:	To approve Resolution 2020-3, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting Community Broadband Network Rates for Residential and Commercial Services.
Department:	Information Technology
Presented By:	Michael Gardner, Broadband Superintendent
Background Info:	Attached are recommended rates for residential and commercial services to allow for sustainable delivery of high quality service.
Issues:	NA
Staff Recommendation:	To approve Resolution 2020-3 and move forward abiding by presented rates.

RESOLUTION 2019 - 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADOPTING COMMUNITY BROADBAND NETWORK RATES FOR RESIDENTIAL AND COMMERCIAL SERVICES.

WHEREAS, the City of Glenwood Springs provides internet services to local residents and businesses through the Community Broadband Network (CBN); and

WHEREAS, City Council finds that it is necessary and appropriate to adjust the rates charged by CBN for residential and commercial services.

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 CBN rates for residential services set forth on **Exhibit A** attached hereto and incorporated herein.

Section 3. The City Council of the City of Glenwood Springs hereby adopts the CBN rates for commercial services set forth on **Exhibit B** attached hereto and incorporated herein.

INTRODUCED, READ, AND PASSED THIS 16TH DAY OF JANUARY 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Catherine Mythen Fletcher, City Clerk

COMMUNITY
BROADBAND NETWORK

City of Glenwood Springs Community Broadband Residential Rates [1]

High Speed Internet [2]

25Mbps Tier (25Mbps/25Mbps)	$60.00
1Gbps Tier (1Gbps/1Gbps)	$70.00
Wireless Gateway (80211.ac)	$10.00

Installation, Repair, & Other Non-Recurring Charges

Standard Install[3]	$50.00
Custom Install Hourly Rate	$50.00
Custom Install Half-Hour Rate	$25.00
Unwired Premises (additonal fee)	$100.00
Install Wireless Gateway	$30.00
Install Wireless Gateway Extender (each)	$90.00
Service Call - Customer Premise Issue	$50.00
Change of Service - Technician	$50.00
Change of Service - Electronic	Free
Additional Outlet - At Initial Install	$30.00
Relocate Outlet - At Initial Install	$20.00
Relocate Outlet - Separate Trip	$50.00
Wall Fish (each)	$25.00
NSF Check Fee	$25.00
Reactivation Fee	$35.00
Unreturned Equipment	Replacement Cost
Paper Bill (eBill is free)	$2.00

All rates are subject to change. Applicable fees and taxes apply and are additional to these rates.

[1] These rates apply to services provided at a residence and used in a residential manner, subject to CBN Fiber Terms & Conditions. Fees are monthly recurring except where noted.

[2] Resdiential Internet service utilizes a dynamic IP address.

[3] Service installation includes 1 Internet outlet and 1 phone jack. Standard install fees do not include wall fish.

Exhibit

A

COMMUNITY
BROADBAND NETWORK

City of Glenwood Springs Community Broadband Commercial Rates [1]

High Speed Internet [2, 3]	
50Mbps Tier (50Mbps/5Mbps)	$70.00
100Mbps Tier (100Mbps/20Mbps)	$105.00
250Mbps Tier (250Mbps/50Mbps)	$200.00
1Gbps Tier (1Gbps/500Mbps)	$600.00
Wireless Gateway	
Wireless Gateway (80211.ac)	$20.00
IP Addresses [4]	
1 Dynamic IP Address	Included
1 Static IP Address (each)	$15.00

Installation, Repair, & Other	
Standard Install - Prewired [5]	$100.00
Standard Install - Unwired [5]	$200.00
Install Wireless Gateway	$30.00
Install Wireless Gateway Extender (each)	$90.00
Custom Install Hourly Rate	$50.00
Custom Install Half-Hour Rate	$25.00
Service Call - Customer Premise Issue	$50.00
Change of Service - Technician	$50.00
Change of Service - Electronic	Free
Additional Outlet - At Initial Install	$30.00
Relocate Outlet - At Initial Install	$30.00
Relocate Outlet - Separate Trip	$50.00
Wall Fish (each)	$25.00
NSF Check Fee	$25.00
Reactivation Fee	$50.00
Unreturned Equipment	Replacement Cost
Paper Bill (eBill is free)	$2.00

All rates are subject to change. Applicable fees and taxes apply and are additional to these rates.

[1] Fees are monthly recurring except where noted.

[2] Internet service includes one dynamic IP address.

[3] Higher bandwidth Internet access services are available to commercial accounts on a customized basis. Consult a CBN Fiber representative for additional information.

[4] Multiple static IP addresses require approval by CBN Fiber.

[5] Commercial installation charges are based on cost and/or contract terms.

* [5] Reselling Standard Commercial services is prohibited.

MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
December 19, 2019
101 W. 8TH STREET
6:15 P.M.

4. Roll Call

Mayor Jonathan Godes called the meeting to order at 6:15pm. Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, Paula Stepp and Steve Davis.
Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Steve Boyd, COO; Yvette Gustad; Finance Director, Terri Partch; City Engineer, Sarah Derrigan; Public Information Officer, Lindsey Christensen; Deputy City Clerk and Jenn Ooton; Assistant City Manager.

5. Pledge of Allegiance

Mayor Godes led in the Pledge of Allegiance.

6. Agenda Changes & Conflicts

None were noted.

7. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)

Mayor Godes opened the item for public comment.

Linda Holloway- noted her concerns about the 27th Street Bridge closure and its effect on the off-streets such as Linden.

Stanley Trulock and Sheila Markowitz- brought up the idea to Council of locals having more accessibility to Hanging Lake during the off season.

Mayor Godes closed the item for public comment.

8. Council Comments

Councilors wished staff and citizens happy holidays.

9. Consent Agenda

All matters under consent are considered to be routine and will be enacted by one motion and vote. The titles will not be read aloud. There will be no separate discussion on these items.

A. Resolution 2019-47; A Resolution of the City Council of the City of Glenwood Springs, CO, Supporting the Admittance of RFTA to Colorado Intergovernmental Risk Sharing Agency

B. Minutes of the December 5th, 2019 Regular Meeting

C. Resolution 2019-46, A Resolution of the City Council of the City off Glenwood Springs, CO, Adopting Community Broadband Network Rates for Enterprise Services

Councilor Kaup moved, seconded by Councilor Hershey to approve the Consent Agenda.

Motion passed unanimously.

ACTIONS AND/OR PRESENTATIONS

10. Ordinance No 32, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending the 2019 Appropriation Ordinance to Reflect Actual Revenues and Expenditures During Fiscal Year 2019, Including Anticipated Revenues and Expenditures (ONE READING)

Steve Boyd, COO, presented Ordinance No. 32, Series 2019. Each year Council passes a budget and an appropriation ordinance per Section 9.6 of the Glenwood Springs Municipal Charter. Actual spending varies from that budget during the year. An Ordinance is passed at the end of the year formally re-appropriating any outstanding transfers and covering a negative fund balance, if applicable. Re-appropriations are made for the purpose of allocating expenditures to the correct cost center for more accurate financial reporting and more useful budget to actual comparison.

Mayor Godes opened the item for public comment.

None were noted.

Mayor Godes closed the item for public comment.

Councilor Willman moved, seconded by Councilor Voorhees to approve Ordinance No 32, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending the 2019 Appropriation Ordinance to Reflect Actual Revenues and Expenditures During Fiscal Year 2019, Including Anticipated Revenues and Expenditures.

Motion passed unanimously.

11. Lower Valley (LOVA) Meet me in the Middle Project Fund Request

New Castle Mayor; Art Riddle, New Castle Town Administrator; Dave Reynolds and LoVa Executive Director; Jeanne Golay have asked the Garfield County Board of Commissions for additional financial support the Lower Valley (LoVa) South Canyon Meet Me in the Middle trail project, but are in need of additional dollars to cover the shortfall to fund the entire project identified in a recent joint grant request to the Garfield County Federal Mineral Lease District.

Mayor Godes opened the item for public comment.

Commented in support:

- Art Riddile (Mayor of New Castle)
- Dan Blankenship (RFTA CEO)

Commented in opposition:

Mayor Godes closed the item for public comment.

Councilor Davis moved, seconded by Councilor Stepp to approve the grant for the LoVa trail of $60,000 from the remaining 2019 Acquisition and Improvements trail reserves.

Ayes: Davis, Stepp, Kaup, Godes, Voorhees, Willman
Nays: Hershey

Motion passed.

12. Public Process for the Congestion Reduction Study

The City is moving forward in its partnership with RFTA on the Congestion Reduction Study. The study contains the following elements:

- Evaluation of parking, both in the short term and long term for the downtown, as well as for the RFTA BRT facility. Paid parking and enforcement technologies will also be evaluated.
- Evaluation of BRT through Glenwood springs. Development of north south route alternatives and potential transit signal priority. Assessment of the best location for a western or northern large park and ride to capture western residents commuting to up-valley jobs.
- Evaluation of circulation and intersection operations in the downtown area both for the current condition and with the proposed Confluence Development Scenarios. Development of projects to improve circulation.

In addition, the study will have visioning, development and bundling of alternatives, and public process. The consultant has proposed two public meetings, two City Council meetings, two RFTA Board meetings, and two focus group meetings. The focus group is envisioned as a group of community leaders including a member of the Council and Transportation Commission, as well as seven or eight others. The focus group would help develop the project vision, purpose and need, as well as review and bundle alternatives.

Mayor Godes opened the item for public comment.

None were noted.

Mayor Godes closed the item for public comment.

The Councilors agreed that Councilor Kaup would be the Councilmember on the Congestion Reduction Study Focus Group and that Councilor Willman would be the alternate.

13. Direction Related to Amendments of the City of Glenwood Springs Charter Regarding Municipal Elections

With the upcoming special election, City Council has the opportunity to potentially add additional questions to the ballot (other than TABOR questions). The Mayor, and the former Mayor when he was still on Council both have expressed an interest in amending the Charter to require that any Council member be elected by a majority of electors i.e. 50.1 percent or a runoff election would be needed.

Mayor Godes opened the item for public comment.

None were noted.

Mayor Godes closed the item for public comment.

Council gave staff direction to draft a resolution of the ballot language.

14. Report from City Administration

A. City Manager

B. City Attorney

C. Correspondence Incoming/Outgoing

15. Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b), and (e) related to Purchase of Property, West Glenwood Mall, and RMR.

16. Adjournment

Meeting adjourned at 9:05pm.

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: VueWorks Contract for Approval

Action Requested: Approval of contract.

Department: Attorney

Presented By: Glenwood Springs Legal, Legal

Background Info: VueWorks was selected in the RFP process for our asset management software program. Implementation will allow the City to inventory all assets, build maintenance plans for assets, and schedule work orders. This contract outlines the estimated costs and tasks involved with on-boarding the the Streets department, Parks, Facilities, Landfill, Electric, Water, Wastewater and Fleet. Ben Colia, the Application Services Specialist handling asset management starts with the City on January 20th. The project is expected to start in February and should be completed in January 2021.

The scope of work includes business analysis for each function above, data gathering, GIS coordination, mapping, service request portal set-up and end-user training. Steve Boyd, Matt Langhorst, Alissa Owsley and Jennie Koenig will be the primary project team from the City.

This project is part of the Enterprise Resource Program and is budgeted in the Capital Projects Fund. The Water ($50,000), Electric ($25,000) and Landfill ($25,000) Enterprise funds transferred a total of $100,000 to the Capital Projects Fund for implementation costs.

Issues: Substantial staff resources will be needed throughout implementation. The project schedule has the work load spread throughout the year, but we expect that as many as three separate departments will be in active implementation at the same time during the summer months.

Staff Recommendation: Staff recommends approval.

LICENSE AGREEMENT

This License Agreement (this "**Agreement**") is made and entered into as of _______________, 202__ (the "**Effective Date**") between VUEWorks, LLC, a Florida limited liability company ("**VUEWORKS**"), with place of business at 3680 Avalon Park Boulevard, Suite 200, Orlando, Florida 32828, and The City of Glenwood Springs, Colorado , a Colorado Municipality ("**Customer**"), with a place of business at 101 W. 8th Street, Glenwood Springs, CO 81601. All capitalized terms used but not otherwise defined in this Agreement have the meanings attributed to them in Section 10 (Certain Definitions).

1. **Software**.

1.1 Software License. Subject to the terms of this Agreement and each applicable Order Form, and as long as no payments due hereunder are past due, VUEWORKS hereby grants to Customer a perpetual, nonexclusive, non-transferable, non-sublicensable, limited license to install and use the Software, for solely its internal business purposes or municipal purposes in connection with the storage and processing of Customer Data. .

1.2 Hosting. To the extent set forth on any Order Form, VUEWORKS shall host the Software for the benefit of Customer on servers owned, controlled, leased or licensed by VUEWORKS ("**Hosted Software**"). Customer is responsible for maintaining the security and confidentiality of all usernames and passwords used to access the Hosted Software. Customer is solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Hosted Software. For the avoidance of doubt, VUEWORKS may suspend Customer's access to the Hosted Software and the Customer Data if Customer is past due in making any payments due hereunder. Customer shall pay to VUEWORKS the fees set forth on each applicable Order Form with respect to Hosted Software and shall comply with such other terms and conditions set forth on each applicable Order Form. The Hosted Software shall be available from VUEWORKS only as set forth on each Order Form but, provided Customer has made all payments due pursuant to the applicable Order Form, upon expiration or termination of each Order Form, VUEWORKS will deliver to Customer a copy of the Software, in object code form, together with all related Customer Data.

1.3 Appropriate Use of the Software.

a. *Generally*. When using the Software, Customer shall comply with all applicable laws, rules, regulations, and/or ordinances. Except as expressly authorized by this Agreement, Customer shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or permit any third party to access or use the Software. In addition, Customer shall not directly or indirectly (i) decompile, disassemble, or reverse engineer the Software, (ii) use the Software or any Confidential Information to develop a competing service, (iii) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Software for the benefit of any third party, (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Software (including any screen displays, etc.), or (v) interfere with or disrupt the integrity of the Software or the data contained therein. If Customer becomes a direct competitor of VUEWORKS, Customer shall not access or use the Software, or monitor its availability, performance, or functionality.

Export Controls. VUEWORKS provides Software and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Customer shall not access or use the Software or otherwise transfer or export or re-export to countries that the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"), each of which may change from time to time. By using the Software, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of, an Embargoed Country or Designated National. The Software may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774.

1.4 Availability of Services.

a. *Uptime Commitment*. If Customer has selected the Hosted Software, VUEWORKS offers a performance commitment that the key features of the Hosted Software will be available for access and use by Customer at least 99% of the time per calendar quarter, excluding any period of Permitted Unavailability (the "**Uptime Commitment**"). Absent unusual circumstances, VUEWORKS shall schedule Planned Outages during non-peak hours. The Uptime Commitment are subject to the terms of this Section.

b. *Procedure*. When a period of unavailability is detected by Customer, Customer shall promptly contact VUEWORKS by email or phone and advise VUEWORKS' staff of the problem.

c. *Limitations*. VUEWORKS is not responsible for periods of unavailability resulting from failure by Customer to make or approve reasonable modifications to the Software or the Hosted Software recommended by VUEWORKS to prevent periods of unavailability. In addition, VUEWORKS will not be responsible for periods of unavailability resulting from any of the following: (i) Customer modifications to or uses of the Software or Hosted Software that are not authorized by VUEWORKS or permitted under this Agreement, (ii) Permitted Unavailability or (iii) Customer errors in integration.

d. *Monitoring*. VUEWORKS does not guarantee that remote monitoring will detect all problems or interruptions at the time they occur.

1.5 Ownership. The Software is licensed, not sold. Except for the limited license granted in Section 1.1 (Software License) to access and use the Software, VUEWORKS and its licensors reserve all right, title, and interest, express or implied, in and to the Services and systems, VUEWORKS' web apps, and the data and information VUEWORKS provides (collectively, the "**Retained Rights**"). If Customer makes improvements or other modifications to the Retained Rights when using the Software, Customer hereby grants to VUEWORKS a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the right to assign and sublicense) to use, display, copy, distribute, modify, make derivative works of, sell, and import such modifications and improvements. Nothing in the preceding sentence is to be construed as granting VUEWORKS any rights to Customer's name, trade name, trade dress, logos, and the like.

1.6 Customer Data; Privacy Policy; Indemnity. Customer grants VUEWORKS the right to use, display, copy, distribute, and make derivative works of Customer Data for purposes of enabling VUEWORKS to offer and perform its services and fulfill its obligations. Customer represents and warrants that (a) it has obtained all rights, consents, and permissions necessary to input the Customer Data into the Software and to grant the foregoing rights to VUEWORKS, (b) Customer's use, copying, displaying, and distribution of the Customer Data complies with all federal, state, and/or local laws, rules, regulations and/or ordinances and the terms and policies (including terms of use and privacy and security policies) of all websites from which the Customer Data originated and all websites to which the Customer Data is copied, distributed, displayed, or published using the Software, and (c) the Customer Data shall not include any personally identifiable healthcare data or financial data of any individual and/or any other data violative of third party rights and/or any applicable law, and/or any data relating to any person under the age of thirteen (13) years. Customer acknowledges and agrees that user identifiable information provided by Customer's users to VUEWORKS in connection with use of the Software is and shall be collected and used as provided in the VUEWORKS Privacy Policy as then in effect. The current Privacy Policy is provided at [LINK] and is incorporated herein. Customer acknowledges that Customer has read the Privacy Policy and hereby agrees to its terms and consents to the use of Customers user identifiable information as provided therein. To the extent permitted by law, Customer shall indemnify, defend, and hold harmless VUEWORKS and its affiliates and subsidiaries and their respective officers, directors, employees, members, representatives, and agents from and against any and all claims, losses, liability, damages, costs, and expenses (including reasonable out-of-pocket expenses and attorneys' fees) arising out of or relating to (i) Customer's breach of the foregoing representations and warranties and/or (ii) Customers use of the Software. VUEWORKS may refuse to distribute or publish, and may remove, any Customer Data that VUEWORKS determines to be in violation of the foregoing representations and warranties. VUEWORKS may combine the Customer Data with other information it gathers, develops, or licenses from others in offering and performing its services and fulfilling its obligations, for purposes of improving the Software, and for purposes of establishing and/or developing customer usage benchmarks and studies.

1.7 Suspension of Access to Hosted Software. VUEWORKS may suspend Customer's access to the Hosted Software (in whole or in part) for any of the following reasons: (a) to prevent damages to, or degradation of, the Hosted Software or VUEWORKS' systems; (b) to comply with any law, court order, or other governmental request; (c) to otherwise protect VUEWORKS from potential legal liability; (d) if Customer violates the terms of this Agreement and fails to remedy such breach within the time frame set forth herein; or (e) in the event an invoice remains unpaid for more than thirty (30) days after the date on which payment is due under such invoice. VUEWORKS shall use reasonable efforts to provide Customer with notice before or promptly following any suspension of access to the Hosted Software. VUEWORKS shall restore access to the Hosted Software as soon as the event giving rise to suspension has been resolved to VUEWORKS' satisfaction. Sections 1.5 and 1.6 are not to be construed as imposing any obligation or duty on VUEWORKS to monitor Customer's use of the Hosted Software or the Customer Data or other content uploaded by Customer and/or its customers.

1.7 Certain Remedies. Should the Software and/or any other VUEWORKS' software and/or service or use thereof become, or be likely to become in VUEWORKS' reasonable opinion, the subject of any claim that the same infringes, violates or constitutes a wrongful use of any intellectual property right, VUEWORKS may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing, but substantially functionally equivalent; or (iii) terminate this Agreement and refund to Customer a pro-rated portion of any fees paid hereunder. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF VUEWORKS, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE, THE HOSTED SOFTWARE, AND/OR ANY OTHER VUEWORKS' SOFTWARE AND/OR SERVICE.

1.8 Technical Support; Maintenance. Provided Customer has made all required payments hereunder, VUEWORKS shall provide technical support for the Hosted Software in accordance with VUEWORKS' technical support policies ("**Technical Support**"). Provided Customer has purchased maintenance from VUEWORKS, in accordance with any applicable Order Form, and Customer has paid all amounts due under such Order Form, VUEWORKS will perform maintenance with respect to the Software (including the Hosted Software) in accordance with VUEWORKS' maintenance policies ("**Maintenance**").

2. **Feedback**. Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to VUEWORKS with respect to its offerings and services, including the Software. Feedback is voluntary and VUEWORKS is not required to hold it in confidence. VUEWORKS may use Feedback for any purpose without obligation of any kind. Customer hereby grants VUEWORKS an irrevocable, non-exclusive, perpetual, fully-paid up, royalty-free license to use, display, copy, distribute, modify, make derivative works of, sell, and import the Feedback in connection with VUEWORKS' business, including enhancement of the Software.

3. **Customer Data Maintenance.** To the extent that Customer selects the Hosted Software, Customer shall deliver to VUEWORKS Customer Data, including GIS Data, in a format specified by VUEWORKS. VUEWORKS shall present the GIS Data using symbols and line types determined by VUEWORKS. The maximum number of GIS Data Layers are set forth in each applicable Order Form. The total amount of Customer Data is limited to the Customer Data Amount set forth in each applicable Order Form. Customer may request that VUEWORKS provide services to update Customer Data including GIS Data so long as VUEWORKS continues to provide the Hosted Software. VUEWORKS shall invoice Customer for such requested services at its then current data maintenance rates (the "**Data Maintenance**").

4. **Term and Renewal**. The initial term of this Agreement commences on the Effective Date and shall continue until such time that there are no Order Forms in effect. The license term ("**License Term**") with respect to use of the Software is perpetual but VUEWORKS shall have no obligation to provide the Hosted Software beyond the term of each applicable Order Form.

5. **Termination; Effect**. Either party may terminate this Agreement (i) if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice from the non-breaching party describing with specificity such breach or (ii) immediately by either party upon any insolvency or suspension of the other party's operations or any petitions filed or proceeding made by or against such party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings or (iii) as otherwise expressly provided herein. The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement, including, but not limited to, the following Sections: 1.4 (Ownership), 1.5 (Customer Data; Indemnity), 1.7 (Certain Remedies), 2 (Feedback), 5 (Termination; Effect), 6 (Fees and Payment), 7 (Confidentiality), 8 (Disclaimer of Warranties), 9 (Limitation of Liability and Damages), 10 (Certain Definitions), and 11 (General Provisions). Upon any termination or expiration of this Agreement: (i) VUEWORKS shall cease providing access to the Hosted Software ; (ii) VUEWORKS will cease performing all services being provided under this Agreement; (iii) all fees payable under this Agreement will be immediately due and payable; (iv) promptly following the written request of the other party, each party will promptly return to the other party or destroy (in accordance with the other party's request) all property and equipment of the other party in its possession or control, including all copies thereof, and will certify in writing that it has complied with such request, and (v) provided Customer has paid all amounts due pursuant to this Agreement, VUEWORKS will deliver to Customer an object code version of the Software for installation by the Customer on the Customer's servers. Additionally, upon written request of Customer, received by VUEWORKS within thirty (30) days of the date of termination or expiration of this Agreement, as the case may be, and provided that Customer has paid all amounts due hereunder, VUEWORKS will make available to Customer for download the Customer Data. After such 30-day period, VUEWORKS shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data.

Transition Services. In the event of termination by either party or expiration of this Agreement, VUEWORKS will cooperate with the City to provide reasonable transition services to assist with City's migration to a solution provider of the City's choice. The parties agree to work together in good faith to create a mutually agreeable scope for those services including, but not limited to, complete data migration, under VUEWORKS then-current rate schedule. In no event shall VUEWORKS be required to disclose any of its confidential information to any new vendor but it will reasonably cooperate in response to requests to provide information. VUEWORKS reserves the right to require a non-disclosure agreement or similar protection before granting access to a third-party to the VUEWORKS Software and/or Documentation, or any other proprietary and/or confidential information reasonably required for the requested migration. Any transition services must be requested within thirty (30) days of the notice of termination or term expiration date and must be capable of completion within one hundred and eighty (180) days of the notice of termination or term expiration date.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the City Of Glenwood Springs as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on the first fiscal year for which funds are not appropriated. The City of Glenwood Springs shall give the Contractor written notice of such non-appropriation.

6. **Fees and Payment**. Customer shall pay VUEWORKS the fees for the Software and Hosted Software as stated in each applicable Order Form, along with the fees for Technical Support, Maintenance and, if applicable, Data Maintenance. License fees are billed upon execution of the License Agreement. All such fees are due in full within thirty (30) days of the applicable invoice date. Payments not made within such time period are subject to late charges equal to the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount, or (b) the maximum amount permitted under law. If Customer believes that an invoice is incorrect and Customer

desires to obtain an adjustment of such invoice, Customer must provide VUEWORKS notice thereof including relevant details within fifteen (15) days of the invoice date. Customer is responsible for sales, use, and similar taxes associated with its receipt and use of Software, including the Hosted Software, Technical Support, Maintenance and Data Maintenance.

7. **Confidentiality**. As used herein, “Disclosing Party” and “Recipient” refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either VUEWORKS or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. Recipient will hold the Confidential Information of the Disclosing Party in confidence, using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents in the normal course of its business and only on a need-to-know basis; provided; each such employee must either have agreed in writing to comply with confidentiality obligations no less restrictive than those set forth herein or must be bound by a recognized professional ethical duty of confidentiality that would prohibit disclosure of such Confidential Information. Notwithstanding the forgoing, a party will not be prohibited from disclosing the Confidential Information to the extent required by applicable law, statute, rule, regulation, or regulatory or administrative body. If disclosure is required by law, statute, rule, regulation, or regulatory or administrative body (including any subpoena or other similar form of process), the party to which the request for disclosure is made shall (to the extent permissible by law) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief. The party required to make such disclosure will cooperate with the efforts of the other party in obtaining such relief. If such relief cannot be obtained, the party required to disclose the Confidential Information shall cooperate with the other party’s efforts to obtain reasonable assurances that confidential treatment will be accorded to the information so disclosed. Each party acknowledges that the other party will suffer irreparable injury as a result of any misuse, disclosure or duplication of its Confidential Information by the other party in violation of this clause. Accordingly, the injured party shall be entitled in such event to seek injunctive relief, without proving actual damage or posting a bond or other security, in addition to any other applicable remedies, including the recovery of damages. Such party shall be entitled to recover its costs and fees, including reasonable attorneys’ fees, incurred in obtaining such relief. The non-breaching party may immediately terminate this Agreement upon notice to the other party for any breach of that party’s obligation set forth in this Section.

8. **Disclaimer of Warranties**. EXCEPT TO THE EXTENT PERMITTED BY LAW, THE SOFTWARE, HOSTED SOFTWARE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICES ARE PROVIDED “AS IS” AND “AS-AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. VUEWORKS AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF VUEWORKS SOFTWARE IS AT CUSTOMER’S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VUEWORKS OR ITS AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF VUEWORKS’ OBLIGATIONS UNDER THIS AGREEMENT. THE VUEWORKS SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT VUEWORKS AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (*e.g.,* HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER’S DATA, WEBSITES, COMPUTERS, OR NETWORKS. VUEWORKS WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY VUEWORKS OF ITS OBLIGATIONS UNDER THIS AGREEMENT. The Software (including the Hosted Software) may include

gateways, links, or other functionality that allows Customer to access third party services ("**Third Party Services**") and third party content and materials ("**Third Party Materials**"). VUEWORKS does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and terms of use. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. VUEWORKS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME. ALL OF THE FOREGOING EXCLUSIONS AND DISCLAIMERS IN THIS SECTION ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICES CHARGED FOR THE SOFTWARE, HOSTED SOFTWRE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT.

9. **Limitation of Liability and Damages**. EXCEPT IN THE CASE OF LIABILITY ARISING OUT OF A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR PURSUANT TO CUSTOMER'S INDEMNITY OBLIGATIONS, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, HOSTED SOFTWRE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE, OR ANY SERVICES RENDERED UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF VUEWORKS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, HOSTED SOFTWRE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE, AND ANY SERVICES RENDERED UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CUSTOMER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

10. **Certain Definitions**. As used in this Agreement, the terms below when capitalized have the following meanings:

"**Confidential Information**" means all nonpublic information and material that from all the relevant circumstances should reasonably be assumed to be proprietary or otherwise confidential. Confidential Information of VUEWORKS includes, but is not limited to, nonpublic information related to the details and components of the Software (including the Hosted Software) and the terms of this Agreement, including those related to pricing. "Confidential Information" does not include information that (a) is or becomes generally known to the public or made available on the Internet at any time by any means other than a breach of the obligations under this Agreement of a receiving party; (b) was received by the receiving party from a third party who had a lawful right without restriction to disclose such information; (c) is independently developed by the receiving party without any use of or reliance on any Confidential Information; or (d) the receiving party lawfully had knowledge of, or access to, prior to the time of disclosure by the disclosing party.

"Customer Data" means GIS Data, VUEWORKS' database files, Customer's data base files, and all other electronic content and data stored on VUEWORKS' computers for use by Customer with the Hosted Software. Amount of Customer Data to be stored shall be measured in bytes and be limited to the amount of disk space provided in each the applicable Order Form. Procedures by which Customer may store and access Customer Data via VUEWORKS' servers shall be limited to the use of the Hosted Software. Customer acknowledges that VUEWORKS shall have no obligation to return to Customer any Customer Data if Customer has not paid all amounts due hereunder or does not comply with the notice procedure with respect to the return of Customer Data set forth in Section 5.

"GIS Data" means spatial data as part of a geographic information system data.

"**Order Form**" means the order form set forth as the cover page to this Agreement or any other order form executed by the parties.

“**Permitted Unavailability**” means unavailability of the Hosted Software due to Planned Outages, a force majeure event (as provided in Section 11.8), any software, hardware, or telecommunication or digital transmission failures or interruptions, Internet slow-downs or failures, third party software, hardware, or service failures, or any actions or inactions of Customer or Customer’s vendors or service providers, that prevents, limits, or degrades the availability or use of some or all of the Hosted Software.

“**Planned Outages**” means the period of time during which VUEWORKS conducts standard systems maintenance.

“**Software**” means the VUEWORKS’ software listed on each applicable Order Form, which software may be Hosted Software. VUEWORKS may in its sole discretion update or make changes to the functionality of the Software from time to time.

11. **General Provisions**.

11.1 Notices. Any notice, request, instruction, or other communication required or permitted to be given under this Agreement shall be in writing (collectively, “Notices”), delivered to the addresses first set forth above, to the attention of Chief Operating Officer, with respect to VUEWORKS, and to the attention of _________, with respect to Company. Copies of all Notices to VUEWORKS shall also be delivered to David G. Mitchell, PA, Suite 500, 3780 Sand Lake Road, Orlando, Florida 32819 Attention: David G. Mitchell. All such Notices shall be effectively given: (i) upon personal delivery to the party to be notified; or (ii) upon receipt when delivered by a nationally recognized overnight courier, with written verification of receipt; or (iii) upon receipt as indicated by the date on the signed receipt when delivered by registered or certified mail, return receipt requested and postage prepaid; or (iv) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver. The parties may change their respective addresses for which Notices shall be received upon compliance with the terms of this Section.

11.2 Amendment; Waivers; Interpretations. No amendment, rescission, or termination of this Agreement or any of its terms is effective unless it is in writing and signed by the party against whom enforcement is sought. A party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

11.3 Assignment. Customer may not assign this Agreement, in whole, or in part, without VUEWORKS’ express prior written consent. Any attempt to assign this Agreement in violation of this Section 11.3 shall be void. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

11.4 Governing Law. The laws of the State of Florida govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such state’s conflicts of law principles. The parties hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located in Orange County, Florida for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement, which courts are the exclusive forum for any such suit, action, or other proceeding.

11.5 Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable, unless such modification is not permitted by law, in which case that provision is to be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

11.6 Entire Agreement. This Agreement, together with the Order Forms, exhibits and attachments hereto and thereto, constitutes the entire and final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations, term sheets, letters, memoranda, and other discussions and agreements, either oral or in writing, between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. No provision of this Agreement may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement. This Agreement shall prevail over any terms and conditions appearing on Customer's purchase orders or other ordering documents, regardless of when such purchase orders or other ordering documents are delivered to VUEWORKS to which notice of objection is hereby given.

11.7 Relationship of Parties. The parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

11.8 Force Majeure. Neither party shall be liable to the other for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including, but not limited to, acts of God, governmental orders or restrictions, strikes, terrorism, power failures, riots, fires, floods or other natural disasters.

11.9 No Third Party Beneficiaries. Except for VUEWORKS' suppliers and licensors, this Agreement shall not be construed to make any person or entity a third party beneficiary hereof.

11.10 Headings. The descriptive headings of the sections and subsections of this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and do not affect this Agreement's construction or interpretation.

11.11 Publicity. Neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including any promotional or marketing materials, lists, referral lists, or business presentations, without written consent from the other party for each such use or release. Such approval will not be unreasonably withheld.

11.12 Counterparts. If the parties sign this Agreement in counterparts, each counterpart constitutes an original, and all counterparts, collectively, constitute only one agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by fax or other electronic transmission is as effective as signing and delivering an original.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this Agreement as of the Effective Date.

VUEWORKS, LLC	**CITY OF GLENWOOD SPRINGS**
By: ______________________	By: ______________________
Name: A. M. "Trey" Fragala, III	Name: Steve Boyd
Title: Sr. Vice President	Title: COO

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.

Dated: 1/7/20 ______________________ Contractor

VUEWorks™ City of Glenwood Springs

Enterprise Asset Management System

Statement of Work

Prepared for:
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Prepared by:
Data Transfer Solutions, LLC
3680 Avalon Park Blvd., Suite 200
Orlando, FL 32828
www.dtsgis.com

dts
MAKERS OF VUEWorks®

Contents

Project Overview

The City of Glenwood Springs is implementing VUEWorks, a comprehensive Enterprise Asset Management (EAM) software solution. The VUEWorks EAM will replace several disconnected point solutions for asset management with a single, enterprise-wide solution to be used by all throughout the City to manage the lifecycle of all assets. The VUEWorks EAM will address the following business functions:

- Asset Lifecycle Management
- Asset Inventory
- Asset Planning and Management
- Work Management for Demand Service Requests
- Work Management for Preventative Maintenance

As a part of the implementation of the VUEWorks EAM, DTS will provide a combination of remote and onsite consultation, configuration and training services designed to ensure successful use of the system. The VUEWorks EAM will be implemented in an iterative approach. Once installation is complete, each iteration will follow a similar process and workflow. Each area of focus will include a mix of one or more of the following service categories:

- Project Management
- Consultation
- Documentation
- Configuration
- Testing Support
- Training

Once the system is configured, tested, and end-users are trained, DTS will provide post-implementation maintenance and support.

Project Start-Up and Planning

The project start-up phase involves the initial project tasks to review the scope and requirements and to perform project planning. The project team for both DTS and Glenwood Springs will be assembled and Project Managers will coordinate an on-site project kickoff meeting with the project team. DTS will deliver an initial Project Management Plan to detail the goals and objectives, scope and schedule. In addition, this plan will define communication methodology, risk management, change management

The preliminary project schedule below shows an estimated project kickoff based on Glenwood Springs' procurement schedule. Project kickoff will be adjusted based on the execution of the contract and team's availability for project initiation. The DTS Project Manager will work with the Glenwood Springs Project Manager to modify the schedule of specific departments or business areas to fit resource availability. See Appendix A for Project Schedule.

Interface and Integration Review

As part of project kickoff, the DTS team will discuss optional interface and integration points. These will continue to be further refined and documented as we progress through the needs assessments of each business area. The VUEWorks software provides COTS interface solutions for a variety of data transfer and data linking requirements for systems such as personnel, fuel system software, SCADA, Pavement Management Systems. These utilities offer a standardized process for the client's systems to share data. System Interfaces and Integrations identified by Glenwood Springs for review include:

- I-WorQs Management System
- Excel spreadsheets
- ADG/UNIX Inventory tracking system
- ManagerPlus
- I-Works

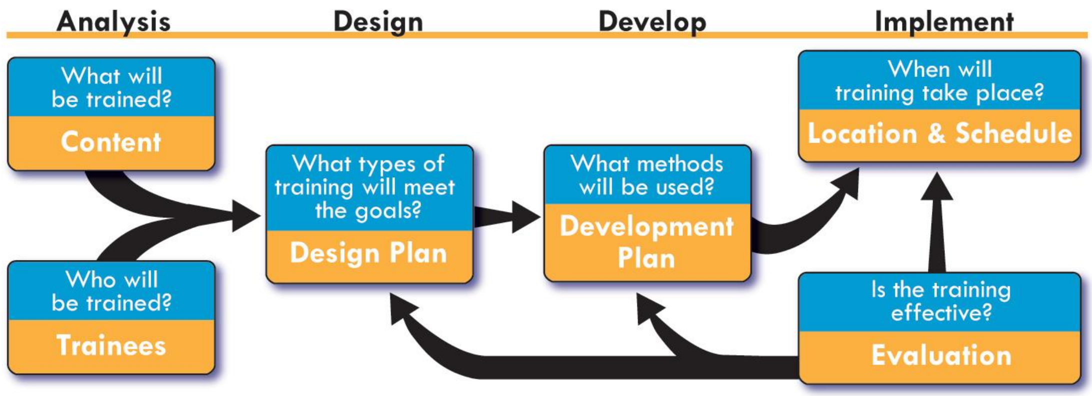
Integrations typically require customized solutions that may require the development of middleware, APIs or customized data mapping and management requirements to meet specific customer workflow and requirements. DTS will work with the Glenwood Springs project team to identify if any of their processes will require customized solutions and work through Change Management processes as needed. The DTS project team's preference is to use COTS solutions where possible to eliminate the need for on-going support and maintenance to customized data transfer solutions.

DTS will develop Interface and Integration Plan to document the interface and integration points and the methodology and architecture used to provide a solution.

Training Plan

The purpose of the Training Plan is to outline a strategy for training Glenwood Springs staff to use and administer VUEWorks software. The plan will provide a process to develop and deliver various methods of training to meet specific business areas and users.
Building a comprehensive training plan starts with a variety of considerations. Asking and answering the right questions helps bring into focus the process that determines this strategy.

- What will be trained?
- Who will be trained?
- What types of training will best meet the goals?
- What methods of training will be used?
- When and where will the training take place?
- Is the training effective?



Training delivery options include on-site hands on training, web conference, working sessions, recorded training, web conference calls, training manuals and quick reference guides. The plan will detail training sessions that are specific to each business area's work flows and processes.

Project Management

DTS proposes the use agile methodology to manage this project. The Agile process is based on collaboration and the ability of the implementation team and the Glenwood Springs to work together openly and collaboratively. It is a set of guidelines and practices that encourages frequent communication and collaboration and intensely focused developed effort throughout the life of a project.

Sprint Planning

DTS will plan 2-week cycles that provide a list of tasks and deadlines to be completed with each sprint. In addition, the team will identify backlog tasks and activities that will be identified for later sprints or ongoing long-term activities. The goal of this process is to ensure that we are continually updating and testing configurations in manageable deliveries. By constantly reviewing and communicating with the team we can easily modify workflows and business process in the system before we get too far along and eliminating extensive re-work.

At the conclusion of each sprint review, the DTS team will conduct a review meeting in to demonstrate the recent configurations and workflow development during the previous iteration. These purpose of these review meetings provide an effective feedback mechanism for the implementation team. Following each sprint review, the Glenwood Springs will begin testing and providing comments to the Implementation Team.

Project Invoicing

The Invoicing schedule below is based on the project preliminary project schedule included in this Statement of Work. The total implementation and training costs were split over each Implementation Cycle and based on the estimated number of months to complete configuration, testing, training. As the Project Managers work together to finalize the project schedule, the invoicing schedule will be modified accordingly.

City of Glenwood Springs Invoicing Schedule		
Task	**Invoice schedule**	
Software Licensing and Installation	$ 50,000.00	February 2020
Streets	$ 13,272.73	
Software setup and Configuration - System Level, Streets	$ 13,272.73	March 2020
Streets, Parks and Recreation	$ 13,272.73	April 2020
Parks and Recreation, Electric	$ 13,272.73	May 2020
Electric and Fleet	$ 13,272.73	June 2020
Electric and Fleet	$ 13,272.73	July 2020
Fleet and Facilities	$ 13,272.73	August 2020
Facilities and Utilities	$ 13,272.73	September 2020
Utilities	$ 13,272.73	October 2020
Customer Service/Service Request Portal, Final Training	$ 13,272.73	November 2020
Final Implementation Training	$ 13,272.72	December 2020
	$ 196,000.00	

The following table shows the on-going annual costs for hosting, software maintenance and Support. Initial Hosting and Software Maintenance & Support Cost assume the first department or business area will go-live in January 2020.

Annual Costs post Implementation				
	2020	2021	2022	2023
Annual Hosting	$12,000	$12,000	$12,000	$12,000
Software Maintenance & Support	$10,000	$10,000	$10,000	$10,000
TOTAL	**$22,000**	**$22,000**	**$22,000**	**$22,000**

Hosting Solutions

DTS Support technicians are responsible for the building out the hosted environment, software installation and configuration of the hardware and software required for the VUEWorks EAM. As part of this contract DTS will host VUEWorks software and VUEWorks databases as a hosted solution. Appendix B illustrates the hosting options available. Glenwood Springs pricing includes Multi-Tenant.

GIS Data

Glenwood Springs GIS data will be hosted on premise and will be accessed through Rest Endpoints made available externally. Any secured services will use ArcGIS Server Authentication for secured services. Spatial data will be managed on Glenwood Springs servers using SDE databases. The spatial data may include aerial imagery tile caches, asset layers and reference data used for Glenwood Springs' work management.

Configuration Phase

The configuration of the following Glenwood Springs departments/business areas will be completed as part of this project.

1. Utilities: Water and Wastewater Treatment Plants
2. Utilities: Water and Sewer Distribution
3. Electric
4. Parks and Recreation
5. Fleet
6. Streets
7. Building Maintenance
8. Landfill
9. Customer Service

The configuration services will focus on the implementation of the following VUEWorks application modules: Service Request Portal, Service Request, Work Order, Personnel, Equipment, Inventory, Core Assets for GIS, Facilities, Condition, and MobileVUE for the asset types listed below. Additional assets will be reviewed during Business Analysis and Kick-off meetings. These assets may be optionally added for each business area as long as Project Managers agree they are within scope of the project.

- Street lights
- Signs
- Pavement Marking
- Manholes
- Pipes
- Inlets/Outlets
- Watersheds
- Basin Channels
- Culverts
- Pumps (Sewer and Water)
- Mains (Sewer and Water)
- Service laterals (Sewer and Water)
- Hydrants
- Storage Tanks
- Irrigation
- Trails and bridges
- Park lighting
- Playground equipment
- Bike Racks
- Trees
- Benches
- Shelters
- Fleet
- City Buildings
- Landfill
- Transformers
- Switch gears
- Electric Meters

As part of the configuration phase, like asset types will be grouped and configured in iterations. Each iteration will follow a similar process for assessing the business user needs, loading data, configuring the system, training, and testing and acceptance. The system will be configured in a way that the business group could go-live at the end of the iteration, if desired by Glenwood Springs. Below are the tasks associated with each iteration.

1. Ongoing Project Management
    a. Regular coordination and communication
    b. Weekly project status reports
    c. Management of Project Plan and schedule

2. Needs Assessment for each business area and asset class – The needs assessment will evaluate Glenwood Springs current business process and gather requirements for their future needs. The DTS team will provide recommendations and best practices for VUEWorks to ensure the configurations meet current business needs while providing a scalable solution for the future.
    a. Review current processes and workflows. Discuss future business requirements.
    b. Asset data review – Review tabular and spatial data
        - Data requirement review
        - Data mapping
        - Identify data requiring normalization or standardization.
        - Identify data migration needs and update the Interface and Integration Plan to provide details of data migration.
    c. Identify additional data sources to be used in interfaces and data-linking. Examples include:
        - Historical Condition Assessments
        - SCADA Data
        - Other asset sources
        - Labor Resources
        - Equipment
    d. Inventory and Equipment review - Review inventory and equipment items to be included in each business area. Inventory can be very detailed or basic based on the needs of each business area. After assessing the inventory, DTS will provide a recommendation to Basic inventory or the Advanced inventory module.
    e. Forms, Documents and Reporting needs – Review forms and reports needed for specific activities and design required reports. Provide document library linking for attaching documents such as warranties, SOPs, schematics and images.
    f. Field/mobile process review
    g. User roles and permissions
    h. Identify specific modules to be configured for each business area. Examples include Service Requests and Work Orders.
    i. Facility template design, if applicable
    j. Identification of training needs

3. Business Area and Asset Level Configuration
    a. GIS asset configuration
    b. Facility assets configuration
    c. Form and data field configuration
    d. Mobile app configuration

e. Data loads and data linking
f. Configuration review meetings with business users
g. Configuration adjustments based on Glenwood Springs feedback
h. Configuration of queries, filters, reports
i. User roles configuration

4. Training - DTS will work with the client to finalize the training details including specific curriculum, format, attendee lists, number of departments / divisions, and total number of training sessions needed. Training will be conducted by DTS and standard training materials, including report view definitions, will be provided in electronic format to users. Templates for quick-guides can be provided to the client if the client desires to customize training materials. However, the best approach will be discussed with the client in order to balance cost versus effectiveness and documented in the training plan.
The proposed training will consist of:
    - 4- 5 days on-site training is anticipated for end-user training.
    - .5-day training for Department Administrator Training
    - 1-day VUEWorks System and Administrator Training.
    - Web sessions to train users to test the application.

5. Testing and Acceptance
    a. Configuration testing
    b. Configuration acceptance

<u>Deliverables for each deployment:</u>

- Status reports
- Facility template as needed for each asset class
- Revised interface and integration documentation for data-linking and data mapping
- Configured VUEWorks software
- Training plan
- Standard VUEWorks training guide
- Training for end user and Department Administrators
- Testing Matrices and scripts
- Configuration Mapping Document

In Scope

The scope of this effort will include all the activities and deliverables defined in the Scope and Deliverables sections of this Project Plan

- Business Analysis for each business area and asset type defined in the scope including workflow and business requirements gathering, data links, Service Request Portal, MobileVUE.
- Implementation and Project Management activities, including on-site and remote meetings as defined in the project schedule. DTS anticipates most services to be conducted remotely with onsite meetings and services periodically occurring throughout the life of the project.
- GIS Support to make recommendations for Glenwood Springs to:
  - Edit and update GIS data needed for configurations
  - Develop and publish map services.
- Software Installation and Configuration activities for the listed departments and asset types.
- As part of the configuration for each Department, DTS will configure up to 5 user roles, 5 GIS Search Pages, 10 Service Request and Work Order forms and up to 3 custom reports. DTS expects that data will be provided in the required formats and will import data up to 2 times. Part of the training will revolve around configuring roles and forms, creating reports, and data imports.
- Training Activities including on-site and remote meetings as defined in the project schedule.
  - The DTS and Glenwood Springs Project Managers will plan and schedule on-site and web conference training to meet the schedule and project budget.
    - 4- 5 days on-site training is anticipated for end-user training.
    - .5-day training for Department Administrator Training
    - 1-day VUEWorks System and Administrator Training.
  - Standard VUEWorks training materials will be provided to the City.
- VUEWorks will provide a Production license of VUEWorks for the City.
- DTS will deploy and configure VUEWorks software as a cloud hosted solution using local VUEWorks accounts for authentication.
- DTS software to be configured for Streets, Parks and Recreation, Electric, Fleet, Utilities and Facilities includes Core, Facilities Module, Work Order Module, Resource Manager Module, MobileVUE and Request Portal Module across all sections. Condition will be configured for specific Asset Classes based on the Business Analysis

- Provide Data Interface Linking to spreadsheets MS Access, SQL and document libraries as agreed during Business Analysis and Planning phases. Further review of Glenwood Springs legacy systems will be performed for interface configurations.

Out of Scope

Describe the project scope by defining what the project will not accomplish.

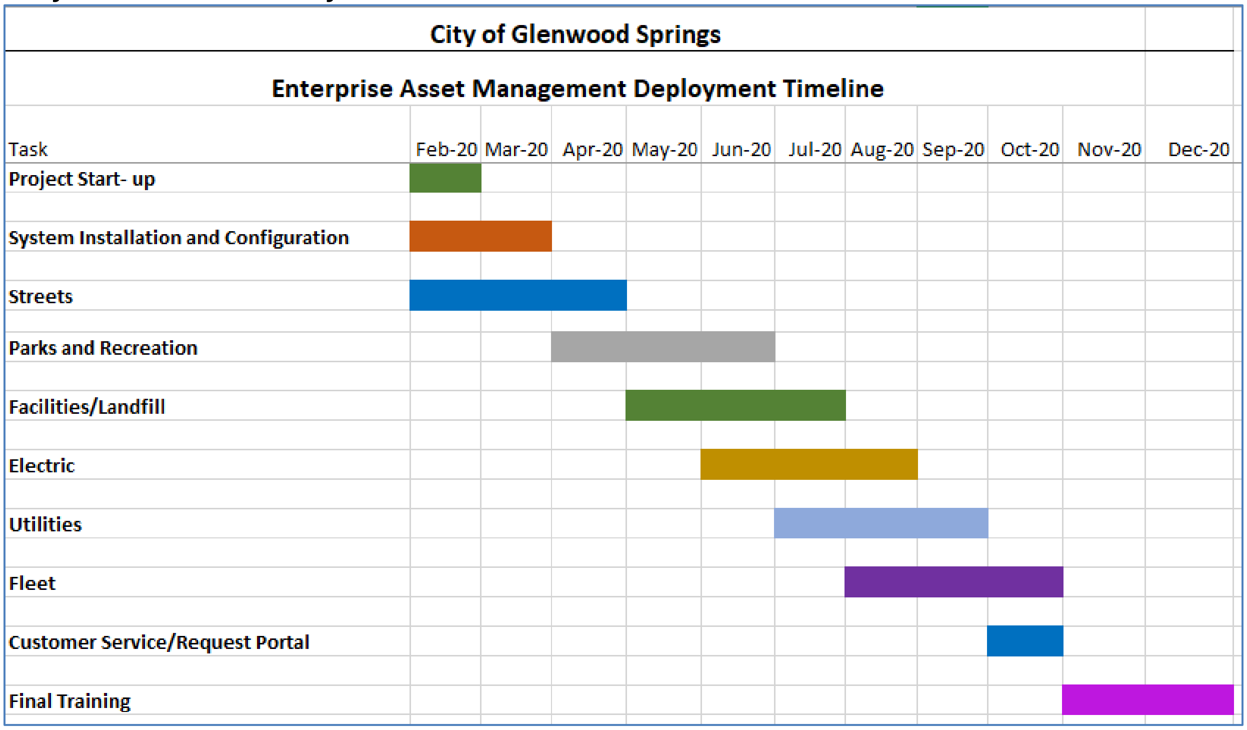
- Data collection and maintenance activities associated with asset data.
- Development of GIS Spatial data required for VUEWorks implementation.
- Configuration of GIS layers created or developed after VUEWorks implementation.
- Data Cleansing, Normalization, Manipulation, Editing, unless agreed upon by VUEWorks Project Manager or becomes part of scope modifications as a result of the Business Analysis Phase.
- GIS data server configuration or network configuration on the City's IT infrastructure.
- Database administration of any kind related to the City's IT Infrastructure. This includes the creation of database views for data integration activities from any data source.
- Interface with any systems not identified in the Scope of Work or determined during Business Analysis that it is not in scope.
- Configuration of VUEWorks' modules not defined in the Project Plan Scope.
- Configuration of VUEWorks' Core and advanced modules for Asset Classes and business units not identified in the Scope of Work.
- The development of middleware or APIs to support customized interfaces or data conversions with 3rd party software.

Project Closeout and Transition to Maintenance and Support

The project transition phase takes place once the VUEWorks configuration is complete and administrative and end users are trained. The Project Managers will work with the project team and sponsor for final project acceptance. DTS will provide system help documentation, available within the VUEWorks Customer Service Portal or as PDF files. This will initiate project closeout and a transition to maintenance and support.

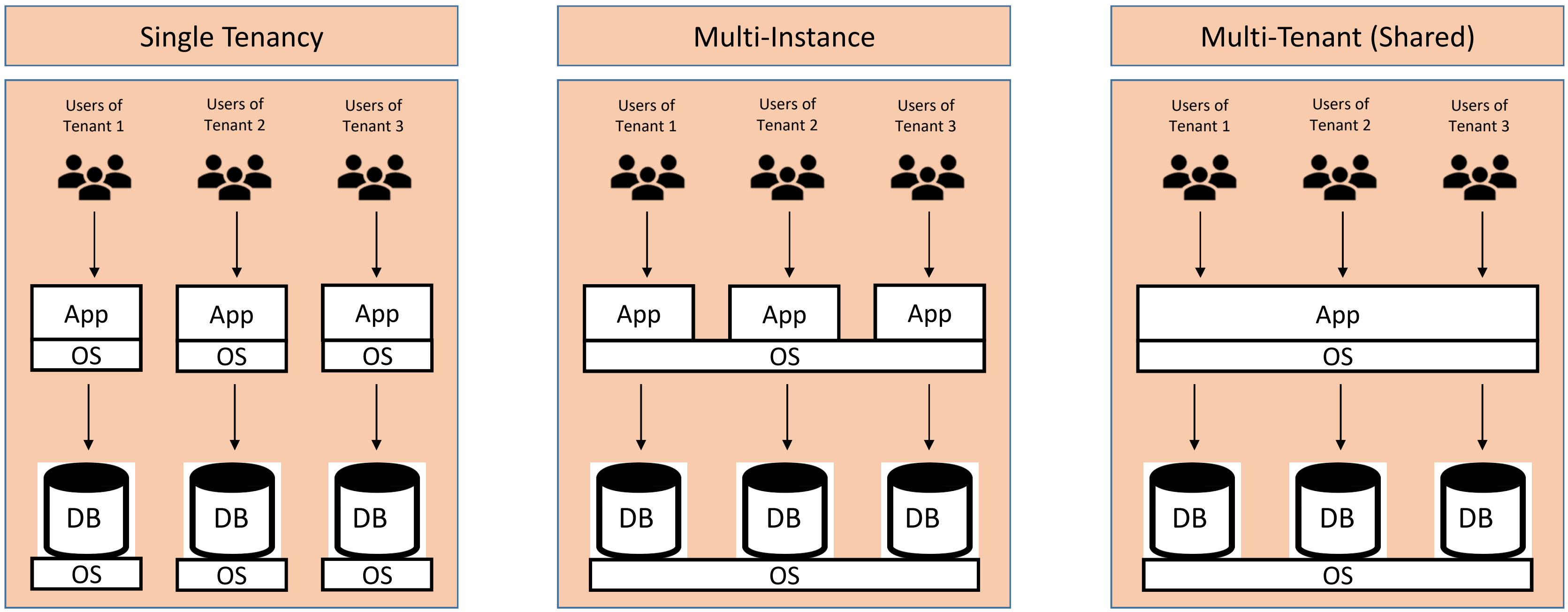
Appendix A: Project Schedule

Project schedule will be adjusted based on Contract Execution.



Multi-tenancy Models

Industry Standard



Single Tenancy

- 100% segregated, no shared components
- Separate virtual servers for each instance
- Production & non-prod on separate hardware
- Allows validation of updates prior to Prod
- Secure communications & enhanced encryption
- Active Directory & IDP integration available
- Up to 20gb of storage included
- RPO SLA = 2 Hrs / RTO SLA = 4 Hrs

Multi-Instance

- Segregated Database & Application instances
- Shared Database and Application servers
- Production & non-prod on separate hardware
- Allows validation of updates prior to Prod
- Secure communications & enhanced encryption
- Up to 10gb of storage included
- RPO SLA = 4 Hrs / RTO SLA = 8 Hrs

Multi-Tenant (Shared)

- Segregated Database instances
- Shared Application instance & servers
- Single environment only (Production)
- No validation of updates prior to Prod
- Up to 5gb of storage included
- RPO SLA = 4 Hrs / RTO SLA = 12 Hrs

Vueworks, LLC
SOFTWARE ORDER FORM

Agreement Date: ______________________

Customer Information:

Organization

Name: City of Glenwood Springs
Contact:
Phone:
Fax:
Email:
Address:

Technical

Contact:
Phone:
Fax:
Email:
Address:

Billing

Contact:
Phone:
Fax:
Email:
Address:

Delivery

Contact:
Phone:
Fax:
Email:
Address:

Products and Services Provided Hereunder and Applicable Charges:
Please Choose Applicable Products, Options and Services (see product literature for product features and specifications):

Modules:	Unit Cost	Quantity	Total
VUEWorks® Core *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Core License(s)	N/A	ENT.	See Below
VUEWorks® Facilities *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Facilities License(s)	N/A	ENT.	See Below
VUEWorks® Service Call *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Service Call License(s)	N/A	ENT.	See Below
VUEWorks® Work Order *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Work Order License(s)	N/A	ENT.	See Below
VUEWorks® Resource Manager *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Resource Manager License(s)	N/A	ENT.	See Below
VUEWorks® Condition *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Condition License(s)	N/A	ENT.	See Below
VUEWorks® Risk *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Risk License(s)	N/A	ENT.	See Below
VUEWorks® Valuation *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Valuation License(s)	N/A	ENT.	See Below
VUEWorks® Budget Forecasting *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Budget Forecasting License(s)	N/A	ENT.	See Below
VUEWorks® Projects *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Projects License(s)	N/A	ENT.	See Below
VUEWorks® Inventory *(First Single User License)*	N/A	ENT.	See Below
Additional Single User Inventory License(s)	N/A	ENT.	See Below
VUEWorks® MobileVUE *(First Single User License)*	N/A	ENT.	See Below
Additional Single User MobileVUE License(s)	N/A	ENT.	See Below
VUEWorks® VUEPoint ***(Unlimited Users)***	$10,000		Not Included
VUEWorks® Customer Request Portal (Unlimited Users)	$2,000		Not Included
		Total Software License Cost	**$ 50,000.00**
		Annual Technical Support and Maintenance (20% of Original License Cost)	**$ 10,000.00**
		Installation*	**Incl.**
		Implementation**	**$ 146,000.00**
		Hosting***	**$ 12,000.00**
		TOTAL AGREEMENT AMOUNT	**$ 218,000.00**

* Installation: Estimate Only - Remote install requires VPN network access and administrative access to servers. Billed at $200/hr

** Implementation: Tier 1 cost is $1,600 per day + travel expense billed at cost. Tier 2 is TBD based on scope of work.

***Hosting: Cloud-based hosting at Class A facility (Annual Cost)

ANNUAL MAINTENANCE AND SUPPORT (SUBSCRIPTION PROGRAM) INCLUDES UPDATES, UPGRADES AND BASIC TECHNICAL SUPPORT DURING EACH ANNUAL TERM BASED UPON 20% OF THE THEN-CURRENT TOTAL LICENSE(S) FEE. INSTALLATION, IMPLEMENTATION OR TRAINING SERVICES ARE AVAILABLE SUBJECT TO SCHEDULING AT THE THEN CURRENT RATES AND POLICIES. PLEASE CONTACT VUEWORKS FOR MORE INFORMATION.

ACCEPTANCE of the terms of this Agreement are acknowledged by the signatures of the Authorized Representatives of the parties to the

AS TO:
CUSTOMER

Signature Date

Printed Name

Title

AS TO:
VUEWorks, LLC

Signature Date
Allen Ibaugh, AICP, GISP
Printed Name
President
Title

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective this __day of January2020, is by and between DATA TRANSFER SOLUTIONS, LLC, a Florida corporation, having offices at 3680 Avalon Park Blvd., Suite 200, Orlando, FL 32828 ("DTS"), and the City of Glenwood Springs, CO, having offices at 101 W. 8th Street, Glenwood Springs, CO 81601 ("Client"). Hereinafter, DTS and Client shall be collectively referred to as the "Parties" or individually referred to as a "Party."

ARTICLE 1 – SCOPE OF SERVICES

1.1 DTS shall provide to Client the requested professional services as described herein at Attachment A.

1.2 In performing its work under this Agreement, DTS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by DTS (Standard of Care).

1.3 DTS' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

1.4 It is understood and agreed that DTS' services under this Agreement do not include participation in or support for any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and DTS' describing the services desired and providing a basis for compensation to DTS.

1.5 If any change proposed by the Client to the requested professional services described in Attachment A causes an increase or decrease in the cost and/or time required for performance of this Agreement, DTS shall notify the Client and the change will be reduced to writing mutually agreed to by both parties and will modify this Agreement accordingly.

ARTICLE 2 – COMPENSATION

2.1 The compensation to be paid to DTS for providing the requested services shall be (if additional pages are necessary, they are identified as Attachment B): Check the applicable box below.

☐ "Time & Materials" identified in Attachment B. Time - Actual or averaged labor rate fully burdened with overhead and profit. Material - travel, materials or equipment, printing and reproduction costs, and survey supplies.

☒ A "Fixed Price" (Lump Sum) amount of $Click or tap here to enter text. paid in accordance with Attachment B.

☐ "Unit Rates"/"Unit Prices" identified in Attachment B.

(Unit Rate/Price includes the cost of fully loaded labor, expenses, equipment, inclusive of profit.)

☐ Other - Identified in Attachment B

2.2 If DTS' Services under this Agreement are delayed, suspended, or interrupted for reasons beyond DTS' control, DTS' compensation and schedule shall be equitably adjusted at the time of performance.

2.3 RETAINER (Check box below if applicable)

☐ Client shall pay a retainer to DTS for the Services described herein in the amount of $ Click or tap here to enter text. This fee shall be payable in advance upon contract signing. This retainer is non-refundable. DTS shall bill first to the retainer. Upon depletion of the retainer, Client shall pay additional fees, if any, upon presentment of an invoice as provided for herein.

2.4 Client hereby acknowledges that DTS cannot warrant that any cost estimates provided by DTS will not vary from actual costs incurred by the Client

2.5 It is understood and agreed that DTS' services under this Agreement are limited to those described in Article 1 hereof (and Attachment A) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

ARTICLE 3 – INVOICE PROCEDURES AND PAYMENT

3.1 DTS shall submit invoices to the Client for work accomplished during each financial month, unless otherwise required by the scope/compensation for this Agreement. For services provided on a Fixed Price basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby DTS will estimate the percentage of the total work (provided on a Fixed Price basis) accomplished during the invoicing period. Invoices may include, separately listed, any charges for services for which time charges and/or unit costs may apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by DTS as soon as practicable after the end of the calendar month in which the work was accomplished. The Client agrees that the monthly invoice from DTS is correct, conclusive, and binding on the Client unless the Client within fourteen (14) working days from the date of receipt of such invoice, notifies DTS in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup. Where the method of payment is based on a time and materials, unit rates/unit price, or other hourly based compensation, time segment for charging of work shall be based on actual time charged.

3.2 The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for more than 30 days. DTS reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full, and DTS shall not have any liability to Client for delays or damages caused by Client's untimely or unpaid payments.

ARTICLE 4 – DOCUMENTS

4.1 All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from DTS' services under this Agreement are and remain the property of DTS as instruments of service. Where such documents are required to be filed with governmental agencies, DTS will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification by Client or Client's clients shall be at Client's sole risk without liability or legal exposure to DTS unless approved in writing by DTS prior to such reuse.

ARTICLE 5 – NO WARRANTY

5.1 DTS makes no warranties, expressed or implied, or arising by operation of the law or course of performance, custom, usage in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

ARTICLE 6 – LIMIT OF LIABILITY

6.1 The limit of liability of DTS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

ARTICLE 7 – MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

7.1 **NOTWITHSTANDING ANYTHING TO THE CONTRARY, ON BEHALF OF THEMSELVES, THEIR GOVERNING OFFICERS AND EMPLOYEES, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, AND**

PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF PROFITS, USE, EXCESS CONSTRUCTION COSTS, ALTERNATIVE MEANS OR METHODS, OR LOSSES OF FUNDING.

ARTICLE 8 – CONSTRUCTION SERVICES

8.1 If, under this Agreement, professional services are provided during the construction phase of the project, DTS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.

8.2 DTS does not guarantee and shall have no liability for the failure of contractors performing construction work to comply with any construction schedules or any plans or specifications or to perform the work to contract prices or to achieve anticipated construction costs.

ARTICLE 9 – INSURANCE

9.1 DTS shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request.

9.2 Client agrees to require that DTS be named as an additional insured on insurance coverages provided by contractors on the project.

ARTICLE 10 – ASSIGNMENT

Neither the Client nor DTS will assign or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

ARTICLE 11 – SUBSURFACE INVESTIGATIONS

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution of projects. These conditions and cost/execution effects are not the responsibility of DTS.

ARTICLE 12 – CLIENT-FURNISHED DATA

CLIENT will provide to DTS all data in CLIENT's possession relating to DTS' Services. DTS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

ARTICLE 13 – ACCESS TO FACILITIES AND PROPERTY

CLIENT will make its facilities accessible to DTS as required for DTS' performance of its services and will provide labor and safety equipment as required by ATKINS for such access. CLIENT will perform, at no cost to DTS, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with DTS' services.

ARTICLE 14 – NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Owner and DTS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Owner and DTS that any such person or entity, other than Owner and DTS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

ARTICLE 15 – SUSPENSION, TERMINATION, OR ABANDONMENT

15.1 In the event the Scope of Services described in Attachment A, or the services of DTS called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, DTS shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided up to the later of (1) the date of termination notice, or (2) date of final project closeout notice of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to such date of suspension, termination, cancellation or abandonment, including reimbursable expenses. DTS shall also have the right to terminate for convenience upon giving fifteen (15) days prior written notice to Client, and shall be compensated for the professional services provided up to the later of (1) the date of termination notice, or (2) date of final project closeout, including reimbursable expenses.

15.2 If Client seeks to terminate the Agreement for cause, DTS shall be given an opportunity to develop a plan to cure any declared default within fifteen (15) calendar days from the date of written notification.

DTS may terminate this Agreement for cause by giving Client fifteen (15) days written notice of the cause and fifteen (15) days in which to cure the cause or breach. DTS shall be compensated for all work performed up to the date of termination.

ARTICLE 16 – WAIVER

16.1 Any failure by DTS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and DTS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

ARTICLE 17 – NOTICES

17.1 All notices, certifications or acknowledgments given under this Agreement shall be in writing and delivered personally or sent by registered mail, reputable overnight courier service, telegram, fax or other confirmed electronic means. Such notices shall be effective upon receipt by the addressee. Notices to DTS shall be sent to:

ATKINS

Data Transfer Solutions, LLC
360 Avalon Park Blvd, Suite 200
Orlando, FL 32828
407.382.5222

Attention: Allen Ibaugh, AICP, GISP

Notices to Client shall be sent to:

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Attention: Click or tap here to enter text.

ARTICLE 18 – HAZARDOUS WASTE, MATERIALS OR SUBSTANCES

18.1 Unless otherwise specifically provided in this Agreement, DTS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by DTS.

ARTICLE 20 – GOVERNING LAW

20.1 This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

ARTICLE 21 – LIMITED COPYRIGHT LICENSE

21.1 DTS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by DTS as "Reproduction Authorized.".

ARTICLE 22 – INTELLECTUAL PROPERTY

22.1 With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of DTS, its successors and assigns unless licensed or assigned by DTS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works, and in all other original works of authorship.

ARTICLE 23 – FORCE MAJEURE

23.1 DTS shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, strikes, acts of war, epidemics, Government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, acts of terrorism, or other disasters. Time of performance and compensation to DTS shall be adjusted appropriately for any such event.

ARTICLE 24– NO INDIVIDUAL LIABILITY

24.1 PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ATKINS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 25 – PERMITTING

25.1 In cases where the scope of services requires DTS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, DTS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by DTS is not contingent upon the successful acquisition of these permits. DTS shall not be responsible for Regulatory Agency delays.

ARTICLE 26 – SEVERABILITY

26.1 In the event any term or provision of this Agreement or applicable contract document is held invalid, void or otherwise unenforceable, the remainder of the Agreement or contract document shall not be affected, impaired or invalidated. Each remaining term and provision of the Agreement or contract document shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 27 – RECORD DRAWINGS

27.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. DTS is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

ARTICLE 28 – ENTIRE AGREEMENT AND MODIFICATIONS

28.1 This Agreement and the Attachments incorporated by reference contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DATA TRANSFER SOLUTIONS, LLC		**[CLIENT]**	
BY:		BY:	
NAME:	Allen Ibaugh, AICP, GISP	NAME:	Click or tap here to enter text.
TITLE:	President	TITLE:	Click or tap here to enter text.
DATE:		DATE:	Click or tap to enter a date.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT B
COMPENSATION

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Modular Office Lease-Purchase
Action Requested:	Approve lease-purchase agreement for modular buildings for the SWAT and Streets departments.
Department:	Attorney
Presented By:	Glenwood Springs Legal, Legal
Background Info:	As part of the relocation of the existing MOC facility the City is procuring two modular office buildings from American Portable Buildings to house the Special Work Activities Team (SWAT) and the Streets Department. These buildings will be set up on City property in the "Boneyard" near the airport. Funding the lease payments, utilities and maintenance will come from the Streets and Alleys Department in the General Fund, the SWAT operating budget and the Capital Projects Fund. The lease is administered by KS StateBank and payments are expected to continue for four years on each building at which point the City will own the assets.
Issues:	None.
Staff Recommendation:	Staff recommends approval.

2627 KFB PLAZA, SUITE 202E
MANHATTAN, KS 66503 | 785-587-4000

SENT VIA EMAIL: LANCEK@LEASEPROCESS.COM

December 19, 2019

Mr. Lance Kennoy
VestCapital LLC dba LeaseProcess

Re: Financing for City of Glenwood Springs, Colorado for One (1) Modular Building

Dear Mr. Kennoy:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through January 2, 2020.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Jojo Bellinder
Client Relations Specialist

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
   - An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
   - Review equipment description. Complete serial number/VIN if applicable.
   - List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
   - Sign and print name and title
4. **Exhibit C - Certificate of Acceptance**
   - Sign and print name and title
5. **Exhibit D - Obligor Resolution**
   - Type in the date of the meeting in which the purchase was approved.
   - Print or type the name and title of the individual(s) who is authorized to execute the Contract.
   - The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
   - A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Bank Qualified Certificate**
   - Sign and print name and title
7. **Insurance Requirements**
   - Complete insurance company contact information where indicated.
8. **Debit Authorization – (Preferred)**
   - Complete form and attach a voided check
9. **8038G IRS Form**
   - Please read 8038 Review Form
   - In Box 2, type Employer Identification Number
   - Sign and print name and title

II. Additional Documentation Required

1. Performance and Payment Bond listing KS StateBank as Dual Obligee Rider (If Applicable)
2. Insurance certificate as stated on the Insurance Requirements Form
3. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
4. Front and back copies of MSO or title listing **"KS StateBank AOIA" as first lien holder**
5. Legal Description where financed property is located, including Parcel ID Number
6. Flood certificate

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by January 25, 2020, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza STE 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor
City of Glenwood Springs, Colorado
101 West Eighth Street
Glenwood Springs, Colorado 81601

Obligee
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of December 1, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(d) Obligor shall use the Equipment only for essential, traditional government purposes. Equipment shall at all times remain on real property owned solely by Obligor, upon which there are no, and will be no mortgages, liens or encumbrances, except as created herein.
(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(f) Obligor has never non-renewed funds under a contract similar to this Contract.
(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

(e) Obligor hereby agrees that it will purchase and maintain flood insurance if the Equipment at any time during the Contract Term is located in a special flood hazard area if flood insurance is available. Such flood insurance shall be in an amount equal to the then applicable Purchase Option Price. If the Obligor fails to purchase flood insurance as required herein, then Obligee may purchase flood insurance and Obligor will be responsible for all expenses incurred.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then

Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B .

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Glenwood Springs, Colorado	**KS StateBank**
______________________	______________________
Signature	Signature
______________________	Marsha Jarvis, Senior Vice President
Printed Name and Title	Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Modular Building

Physical Address of Equipment after Delivery : ______________________________

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Date of First Payment:	January 1, 2020
Original Balance:	$162,481.00
Total Number of Payments:	Forty-Eight (48)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Jan-20	$3,726.37	$648.54	$3,077.83	Not Available
2	01-Feb-20	$3,726.37	$636.26	$3,090.11	Not Available
3	01-Mar-20	$3,726.37	$623.92	$3,102.45	$159,546.63
4	01-Apr-20	$3,726.37	$611.54	$3,114.83	$156,168.60
5	01-May-20	$3,726.37	$599.11	$3,127.26	$152,783.20
6	01-Jun-20	$3,726.37	$586.62	$3,139.75	$149,390.41
7	01-Jul-20	$3,726.37	$574.09	$3,152.28	$145,990.21
8	01-Aug-20	$3,726.37	$561.51	$3,164.86	$142,582.59
9	01-Sep-20	$3,726.37	$548.88	$3,177.49	$139,167.53
10	01-Oct-20	$3,726.37	$536.19	$3,190.18	$135,745.01
11	01-Nov-20	$3,726.37	$523.46	$3,202.91	$132,315.02
12	01-Dec-20	$3,726.37	$510.67	$3,215.70	$128,877.54
13	01-Jan-21	$3,726.37	$497.84	$3,228.53	$125,432.55
14	01-Feb-21	$3,726.37	$484.95	$3,241.42	$121,980.04
15	01-Mar-21	$3,726.37	$472.01	$3,254.36	$118,519.99
16	01-Apr-21	$3,726.37	$459.03	$3,267.34	$115,052.39
17	01-May-21	$3,726.37	$445.98	$3,280.39	$111,577.22
18	01-Jun-21	$3,726.37	$432.89	$3,293.48	$108,094.46
19	01-Jul-21	$3,726.37	$419.74	$3,306.63	$104,604.10
20	01-Aug-21	$3,726.37	$406.55	$3,319.82	$101,106.12
21	01-Sep-21	$3,726.37	$393.29	$3,333.08	$97,600.50
22	01-Oct-21	$3,726.37	$379.99	$3,346.38	$94,087.22
23	01-Nov-21	$3,726.37	$366.63	$3,359.74	$90,566.27
24	01-Dec-21	$3,726.37	$353.22	$3,373.15	$87,037.64
25	01-Jan-22	$3,726.37	$339.76	$3,386.61	$83,501.30
26	01-Feb-22	$3,726.37	$326.24	$3,400.13	$79,957.24
27	01-Mar-22	$3,726.37	$312.67	$3,413.70	$76,405.44
28	01-Apr-22	$3,726.37	$299.04	$3,427.33	$72,845.89
29	01-May-22	$3,726.37	$285.36	$3,441.01	$69,278.57
30	01-Jun-22	$3,726.37	$271.63	$3,454.74	$65,703.46
31	01-Jul-22	$3,726.37	$257.84	$3,468.53	$62,120.54
32	01-Aug-22	$3,726.37	$244.00	$3,482.37	$58,529.80
33	01-Sep-22	$3,726.37	$230.10	$3,496.27	$54,931.22
34	01-Oct-22	$3,726.37	$216.14	$3,510.23	$51,324.78
35	01-Nov-22	$3,726.37	$202.13	$3,524.24	$47,710.47
36	01-Dec-22	$3,726.37	$188.06	$3,538.31	$44,088.27

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
37	01-Jan-23	$3,726.37	$173.94	$3,552.43	$40,458.16
38	01-Feb-23	$3,726.37	$159.76	$3,566.61	$36,820.12
39	01-Mar-23	$3,726.37	$145.52	$3,580.85	$33,174.14
40	01-Apr-23	$3,726.37	$131.23	$3,595.14	$29,520.20
41	01-May-23	$3,726.37	$116.88	$3,609.49	$25,858.28
42	01-Jun-23	$3,726.37	$102.47	$3,623.90	$22,188.37
43	01-Jul-23	$3,726.37	$88.01	$3,638.36	$18,510.44
44	01-Aug-23	$3,726.37	$73.49	$3,652.88	$14,824.48
45	01-Sep-23	$3,726.37	$58.91	$3,667.46	$11,130.48
46	01-Oct-23	$3,726.37	$44.27	$3,682.10	$7,428.41
47	01-Nov-23	$3,726.37	$29.57	$3,696.80	$3,718.26
48	01-Dec-23	$3,726.37	$14.83	$3,711.54	$0.00

City of Glenwood Springs, Colorado

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Glenwood Springs, Colorado

____
Signature

____
Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on ____________________________ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of December 1, 2019, between City of Glenwood Springs, Colorado (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

   Authorized Individual(s): ____________________________
   (Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: ____________________________
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: ____________________________
(Printed Name and Title of individual who signed directly above)

Attested By: ____________________________
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: ____________________________
(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than $10,000,000.

City of Glenwood Springs, Colorado

____
Signature

____
Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	**Certificate Holder:**
City of Glenwood Springs, Colorado	KS StateBank
101 West Eighth Street	1010 Westloop, P.O. Box 69
Glenwood Springs, Colorado 81601	Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - One (1) Modular Building
   - Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
   - The deductible amounts on the insurance policy should not exceed $50,000.00.
3. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $162,481.00.
4. **Liability**
   - Minimum Combined Single Limit of $1,000,000.00 on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
   - KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: kbellinder@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Glenwood Springs, Colorado

Insurance Company: ______________________________

Agent's Name: ______________________________

Telephone #: ______________________________

Fax #: ______________________________

Address: ______________________________

City, State Zip: ______________________________

Email: ______________________________

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	Payment Amount	Frequency of Payments
3356122	$3,726.37	Monthly

Beginning	Day of Month
______ Month ______ Year	1st

<u>I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.</u>

Financial Institution Name		Branch	
Address	**City**	**State**	**Zip**
Routing Number		**Account Number**	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract	
City of Glenwood Springs, Colorado	
Signature	**Printed Name and Title**
Tax ID Number	**Date**
84-6000589	

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 12-19-2019

BILL TO:
CITY OF GLENWOOD SPRINGS, COLORADO
ATTN: ACCOUNTS PAYABLE
101 WEST EIGHTH STREET
GLENWOOD SPRINGS, COLORADO 81601

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3356122	**01-01-2020**	**01-01-2020**	**$3,726.37**

DESCRIPTION		AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 1, 2019 ONE (1) MODULAR BUILDING ***Additional interest will be assessed on any payment received after the due date.***	PAYMENT AMOUNT:	$3,726.37
		$3,726.37
		TOTAL DUE

INVOICE

DATE SENT: 12-19-2019

BILL TO:
CITY OF GLENWOOD SPRINGS, COLORADO
ATTN: ACCOUNTS PAYABLE
101 WEST EIGHTH STREET
GLENWOOD SPRINGS, COLORADO 81601

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3356122	**02-01-2020**	**02-01-2020**	**$3,726.37**

DESCRIPTION		AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 1, 2019	PAYMENT AMOUNT:	$3,726.37
ONE (1) MODULAR BUILDING		
Additional interest will be assessed on any payment received after the due date.		
		$3,726.37
		TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:
The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

Form **8038-G** (Rev. September 2018)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ► ☐

1 Issuer's name **City of Glenwood Springs, Colorado**	2 Issuer's employer identification number (EIN) **84-6000589**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) **101 West Eighth Street** — Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code **Glenwood Springs, Colorado 81601**	7 Date of issue **12/01/2019**
8 Name of issue **Government Obligation Contract**	9 CUSIP number **None**
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) **Mr. Matthew Langhorst, Public Works Director**	10b Telephone number of officer or other employee shown on 10a **(970) 384-6438**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ► One (1) Modular Building	18	167,449	17
19	If obligations are TANs or RANs, check only box 19a ► ☐			
	If obligations are BANs, check only box 19b ► ☐			
20	If obligations are in the form of a lease or installment sale, check box ► ☑			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2023	$ 167,449.17	$ N/A	4.000 years	4.790 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest				22		
23	Issue price of entire issue (enter amount from line 21, column (b))				23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24					
25	Proceeds used for credit enhancement	25					
26	Proceeds allocated to reasonably required reserve or replacement fund	26					
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27					
28	Proceeds used to refund prior taxable bonds. Complete Part V.	28					
29	Total (add lines 24 through 28)				29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY)		
c	Enter the name of the GIC provider ►		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:

b Enter the date of the master pool bond ►(MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ►

d Enter the name of the issuer of the master pool bond ►

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐

41a If the issuer has identified a hedge, check here ► ☐ and enter the following information:

b Name of hedge provider ►

c Type of hedge ►

d Term of hedge ►

42 If the issuer has superintegrated the hedge, check box ► ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement. ►

b Enter the date the official intent was adopted ► (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
H. Evan Howe	H. Evan Howe H. Evan Howe 2019-12-20 09:47:28	**12/19/2019**		**P01438994**
Firm's Name ► **Baystone Financial LLC**			Firm's EIN ►	**48-1223987**
Firm's Address ► **12980 Metcalf, Suite 310, Overland Park, KS 66213**			Phone no.	**(800) 752-3562**

Form **8038-G** (Rev. 9-2011)

KS StateBank

2627 KFB PLAZA, SUITE 202E
MANHATTAN, KS 66503 | 785-587-4000

SENT VIA EMAIL: LANCEK@LEASEPROCESS.COM

December 19, 2019

Mr. Lance Kennoy
VestCapital LLC dba LeaseProcess

Re: Financing for City of Glenwood Springs, Colorado for One (1) Modular Building

Dear Mr. Kennoy:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through January 2, 2020.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Jojo Bellinder
Client Relations Specialist

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
   - ♦ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
   - ♦ Review equipment description. Complete serial number/VIN if applicable.
   - ♦ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
   - ♦ Sign and print name and title
4. **Exhibit C - Certificate of Acceptance**
   - ♦ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
   - ♦ Type in the date of the meeting in which the purchase was approved.
   - ♦ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
   - ♦ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
   - ♦ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Bank Qualified Certificate**
   - ♦ Sign and print name and title
7. **Insurance Requirements**
   - ♦ Complete insurance company contact information where indicated.
8. **Debit Authorization – (Preferred)**
   - ♦ Complete form and attach a voided check
9. **8038G IRS Form**
   - ♦ Please read 8038 Review Form
   - ♦ In Box 2, type Employer Identification Number
   - ♦ Sign and print name and title

II. Additional Documentation Required

1. Performance and Payment Bond listing KS StateBank as Dual Obligee Rider (If Applicable)
2. Insurance certificate as stated on the Insurance Requirements Form
3. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
4. Front and back copies of MSO or title listing **"KS StateBank AOIA" as first lien holder**
5. Legal Description where financed property is located, including Parcel ID Number
6. Flood certificate

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by January 25, 2020, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza STE 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor
City of Glenwood Springs, Colorado
101 West Eighth Street
Glenwood Springs, Colorado 81601

Obligee
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of December 1, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(d) Obligor shall use the Equipment only for essential, traditional government purposes. Equipment shall at all times remain on real property owned solely by Obligor, upon which there are no, and will be no mortgages, liens or encumbrances, except as created herein.
(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(f) Obligor has never non-renewed funds under a contract similar to this Contract.
(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

(e) Obligor hereby agrees that it will purchase and maintain flood insurance if the Equipment at any time during the Contract Term is located in a special flood hazard area if flood insurance is available. Such flood insurance shall be in an amount equal to the then applicable Purchase Option Price. If the Obligor fails to purchase flood insurance as required herein, then Obligee may purchase flood insurance and Obligor will be responsible for all expenses incurred.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then

Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B .

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Glenwood Springs, Colorado	**KS StateBank**
Signature	Signature
Printed Name and Title	Marsha Jarvis, Senior Vice President Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Modular Building

Physical Address of Equipment after Delivery : ____________________

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Date of First Payment:	January 1, 2020
Original Balance:	$114,493.00
Total Number of Payments:	Forty-Eight (48)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Jan-20	$2,625.82	$457.03	$2,168.79	Not Available
2	01-Feb-20	$2,625.82	$448.37	$2,177.45	Not Available
3	01-Mar-20	$2,625.82	$439.68	$2,186.14	$112,425.96
4	01-Apr-20	$2,625.82	$430.95	$2,194.87	$110,045.60
5	01-May-20	$2,625.82	$422.19	$2,203.63	$107,660.05
6	01-Jun-20	$2,625.82	$413.39	$2,212.43	$105,269.29
7	01-Jul-20	$2,625.82	$404.56	$2,221.26	$102,873.31
8	01-Aug-20	$2,625.82	$395.70	$2,230.12	$100,472.10
9	01-Sep-20	$2,625.82	$386.79	$2,239.03	$98,065.64
10	01-Oct-20	$2,625.82	$377.86	$2,247.96	$95,653.93
11	01-Nov-20	$2,625.82	$368.88	$2,256.94	$93,236.95
12	01-Dec-20	$2,625.82	$359.87	$2,265.95	$90,814.70
13	01-Jan-21	$2,625.82	$350.83	$2,274.99	$88,387.16
14	01-Feb-21	$2,625.82	$341.75	$2,284.07	$85,954.32
15	01-Mar-21	$2,625.82	$332.63	$2,293.19	$83,516.17
16	01-Apr-21	$2,625.82	$323.48	$2,302.34	$81,072.69
17	01-May-21	$2,625.82	$314.29	$2,311.53	$78,623.88
18	01-Jun-21	$2,625.82	$305.06	$2,320.76	$76,169.72
19	01-Jul-21	$2,625.82	$295.79	$2,330.03	$73,710.20
20	01-Aug-21	$2,625.82	$286.49	$2,339.33	$71,245.31
21	01-Sep-21	$2,625.82	$277.16	$2,348.66	$68,775.04
22	01-Oct-21	$2,625.82	$267.78	$2,358.04	$66,299.38
23	01-Nov-21	$2,625.82	$258.37	$2,367.45	$63,818.31
24	01-Dec-21	$2,625.82	$248.92	$2,376.90	$61,331.83
25	01-Jan-22	$2,625.82	$239.43	$2,386.39	$58,839.92
26	01-Feb-22	$2,625.82	$229.90	$2,395.92	$56,342.57
27	01-Mar-22	$2,625.82	$220.34	$2,405.48	$53,839.76
28	01-Apr-22	$2,625.82	$210.74	$2,415.08	$51,331.49
29	01-May-22	$2,625.82	$201.10	$2,424.72	$48,817.74
30	01-Jun-22	$2,625.82	$191.42	$2,434.40	$46,298.51
31	01-Jul-22	$2,625.82	$181.70	$2,444.12	$43,773.78
32	01-Aug-22	$2,625.82	$171.94	$2,453.88	$41,243.53
33	01-Sep-22	$2,625.82	$162.15	$2,463.67	$38,707.76
34	01-Oct-22	$2,625.82	$152.31	$2,473.51	$36,166.45
35	01-Nov-22	$2,625.82	$142.44	$2,483.38	$33,619.59
36	01-Dec-22	$2,625.82	$132.53	$2,493.29	$31,067.17

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
37	01-Jan-23	$2,625.82	$122.58	$2,503.24	$28,509.18
38	01-Feb-23	$2,625.82	$112.58	$2,513.24	$25,945.61
39	01-Mar-23	$2,625.82	$102.55	$2,523.27	$23,376.44
40	01-Apr-23	$2,625.82	$92.48	$2,533.34	$20,801.66
41	01-May-23	$2,625.82	$82.37	$2,543.45	$18,221.26
42	01-Jun-23	$2,625.82	$72.21	$2,553.61	$15,635.22
43	01-Jul-23	$2,625.82	$62.02	$2,563.80	$13,043.54
44	01-Aug-23	$2,625.82	$51.79	$2,574.03	$10,446.20
45	01-Sep-23	$2,625.82	$41.51	$2,584.31	$7,843.19
46	01-Oct-23	$2,625.82	$31.20	$2,594.62	$5,234.49
47	01-Nov-23	$2,625.82	$20.84	$2,604.98	$2,620.10
48	01-Dec-23	$2,625.82	$10.41	$2,615.41	$0.00

City of Glenwood Springs, Colorado

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Glenwood Springs, Colorado

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on ____________________________ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of December 1, 2019, between City of Glenwood Springs, Colorado (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

   Authorized Individual(s): ____
   (Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: ____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: ____
(Printed Name and Title of individual who signed directly above)

Attested By: ____
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: ____
(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of December 1, 2019, between KS StateBank (Obligee) and City of Glenwood Springs, Colorado (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than $10,000,000.

City of Glenwood Springs, Colorado

____
Signature

____
Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	**Certificate Holder:**
City of Glenwood Springs, Colorado	KS StateBank
101 West Eighth Street	1010 Westloop, P.O. Box 69
Glenwood Springs, Colorado 81601	Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - ♦ One (1) Modular Building
   - ♦ Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
   - ♦ The deductible amounts on the insurance policy should not exceed $50,000.00.
3. **Physical Damage**
   - ♦ All risk coverage to guarantee proceeds of at least $114,493.00.
4. **Liability**
   - ♦ Minimum Combined Single Limit of $1,000,000.00 on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
   - ♦ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: kbellinder@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of Glenwood Springs, Colorado

Insurance Company: ______________________________

Agent's Name: ______________________________

Telephone #: ______________________________

Fax #: ______________________________

Address: ______________________________

City, State Zip: ______________________________

Email: ______________________________

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	**Payment Amount**	**Frequency of Payments**
3356121	$2,625.82	Monthly

Beginning ______ Month ______ Year	**Day of Month** 1st

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		**Branch**	
Address	**City**	**State**	**Zip**
Routing Number		**Account Number**	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Glenwood Springs, Colorado	
Signature	**Printed Name and Title**
Tax ID Number 84-6000589	**Date**

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 12-19-2019

BILL TO:
CITY OF GLENWOOD SPRINGS, COLORADO
ATTN: ACCOUNTS PAYABLE
101 WEST EIGHTH STREET
GLENWOOD SPRINGS, COLORADO 81601

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3356121	**01-01-2020**	**01-01-2020**	**$2,625.82**

DESCRIPTION		AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 1, 2019	PAYMENT AMOUNT:	$2,625.82
ONE (1) MODULAR BUILDING		
Additional interest will be assessed on any payment received after the due date.		
		$2,625.82
		TOTAL DUE

INVOICE

DATE SENT: 12-19-2019

BILL TO:
CITY OF GLENWOOD SPRINGS, COLORADO
ATTN: ACCOUNTS PAYABLE
101 WEST EIGHTH STREET
GLENWOOD SPRINGS, COLORADO 81601

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3356121	**02-01-2020**	**02-01-2020**	**$2,625.82**

DESCRIPTION		AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 1, 2019 ONE (1) MODULAR BUILDING ***Additional interest will be assessed on any payment received after the due date.***	PAYMENT AMOUNT:	$2,625.82
		$2,625.82
		TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:
The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► **Under Internal Revenue Code section 149(e)**

► **See separate instructions.**

Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ► ☐

1	Issuer's name **City of Glenwood Springs, Colorado**	2	Issuer's employer identification number (EIN) **84-6000589**
3a	Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b	Telephone number of other person shown on 3a
4	Number and street (or P.O. box if mail is not delivered to street address) **101 West Eighth Street** — Room/suite	5	Report number (For IRS Use Only) 3
6	City, town, or post office, state, and ZIP code **Glenwood Springs, Colorado 81601**	7	Date of issue **12/01/2019**
8	Name of issue **Government Obligation Contract**	9	CUSIP number **None**
10a	Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) **Mr. Matthew Langhorst, Public Works Director**	10b	Telephone number of officer or other employee shown on 10a **(970) 384-6438**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ► One (1) Modular Building	18	117,993	90
19	If obligations are TANs or RANs, check only box 19a ► ☐			
	If obligations are BANs, check only box 19b ► ☐			
20	If obligations are in the form of a lease or installment sale, check box ► ☑			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2023	$ 117,993.90	$ N/A	4.000 years	4.790 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V.	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶(MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement. ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
H. Evan Howe	H. Evan Howe H_Evan Howe 2019-12-20 09:41:03	12/19/2019		P01438994
Firm's Name ▶ Baystone Financial LLC			Firm's EIN ▶	48-1223987
Firm's Address ▶ 12980 Metcalf, Suite 310, Overland Park, KS 66213			Phone no.	(800) 752-3562

Form **8038-G** (Rev. 9-2011)

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: Census 2020

Action Requested: No action at this time.

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: The Census is a constitutionally required ten-year count to produce statistics of all people living in the US regardless of citizenship.

For the past several months, a cross-sector coalition of leaders from Aspen to Parachute has been collaborating to address the barriers to achieving a complete Census count in the Roaring Fork Valley and Colorado River Valley. The strategy is to create trust among residents and motivate participation among residents to ensure a complete count of our areas in the 2020 Census.

A Steering Committee including members from Eagle County, Valley Settlement, the Aspen Community Foundation, Town of Carbondale, City of Glenwood Springs, Pitkin County, City of Aspen, Garfield County, Town of Snowmass Village and the Town of Basalt is currently working with Rachel Brenneman from Manifest Communications on an outreach campaign that will kick off at the end of the month.

Staff will give a brief presentation about the ongoing work of the Aspen to Parachute Complete Count Committee, and Brian J. Meinhart, Partnership Specialist with the US Census Bureau, will present information about the upcoming Census.

Issues: None.

Staff Recommendation: None.

TOGETHER WE COUNT

ASPEN TO PARACHUTE

CENSUS 2020

The Aspen to Parachute Complete Count Committee

A cross-sector coalition of leaders from Aspen to Parachute to address the barriers to achieving a complete Census count in the Roaring Fork Valley and Colorado River Valley.

Local Government: Pitkin County, Garfield County, Eagle County, City of Aspen, Town of Snowmass Village, Town of Basalt, Town of Carbondale, City of Glenwood Springs, City of Rifle, Town of New Castle, Town of Silt and Town of Parachute.

Non-Profits, Institutions, Business, Media: Aspen Community Foundation, Valley Settlement, YouthZone, Literacy Outreach, English in Action, Catholic Charities, Alpine Legal Services, Garfield County Libraries, Roaring Fork Transportation Authority, Colorado Mountain College, Roaring Fork Schools' Family Resource Center, School Districts (RE-1, RE-2, Aspen, RE-16), Alpine Bank, Aspen Chamber Resort Association, Aspen Skiing Co., El Montañés, La Tricolor, Aspen Daily News/Aspen 82, the Sopris Sun, Entravision, KDNK Radio, and Aspen Magazine

The Goal

The goal of the A2PCCC is to increase participation in the 2020 Census. The focus will be on the following hard-to-count populations:

- Young children
- Seniors
- Seasonal Workers
- People without mailboxes
- Latinx

The Strategy

Create a comprehensive public outreach and education campaign to reach all hard to count populations as well as the general public from Aspen to Parachute.

The focus is to develop key messages and delivery mechanisms that:

- Engender trust
- Dispel myths
- Assuage fears
- Explain why the census is important
- Demonstrate that completing the census is easy

The Plan

These are a number of “general” outreach tactics. Following slides outline specifics for each population.

- Advertising campaign – radio, print (newspapers and RFTA), digital, social media
- Grassroots video campaign
- Inserts in utility bills
- City Market presence
- Table-top displays at municipalities and valley organizations
- Posters at key community locations + libraries
- Social Media – Branded channels (FB/Instagram/YouTube) with relevant content through May 1
- Media/Press – Work with A2PCCC media partners to get editorial coverage.

Census 2020 Timeline

January – A2PCCC Campaign Kicks Off

Early March – Postcard sent to physical addresses with instructions for participation

March 23 – Census opens for responses! Online, phone, mail-in forms

April 1 – Census Day

April - June - Group quarters count (dorms, nursing homes, etc.)

March 16 - April 27th – 4 reminder letters sent . Third mailing will include paper questionnaire

May – Census representatives visit homes of non-respondents

December – Data delivered to the President of the United States and Congress

Why is the census important?

1. Money - Each person counted in the Census equates to approximately $2,300 annually in federal funds allocated to Colorado for important for community services like schools, health services, road improvements, public housing and Veterans programs.

2. Voice in government- Colorado could gain a seat in the House of Representatives with a complete count

3. Important Decisions - Census data is used by decision makers to plan for community development, services and more.

Key Messages

1. It's Important – Money, voice in government, decisions
2. It's Easy – 10 Questions/10 minutes!
3. It's Safe - 100% Confidential
4. It's Not Personal - No social security numbers or citizen questions

Why participate in 2020?

It's Easy – 10 Questions/10 minutes!

The questions include:

- Number of people living or staying in your home on April 1, 2020 (include renters, seasonal stays, multiple generations)*

- Name, sex, age, date of birth, race of each person in the home, their relationship to a central person in the home, a phone number, if you own or rent

*Only ONE census form per household. Counting people where they live and sleep most of the time.

Hard to Count Population Outreach Tactics

KIDS – 5th Grade and Under

Collaborating with RE-1 to create:

- Coloring sheet (2nd grade and under)
- Word puzzle (3-5th graders)
- Census CREW lesson
- “Count me” stickers

Work with all public schools to distribute material and conduct lesson on Census Day

(RE-1, RE-2 , Aspen , RE-16)

Latinx

- Videos - 15-20 second videos to share on social platforms
- Partnerships – Work with local organizations like churches from Basalt to Parachute , Valley Settlement, Alpine Legal Services, libraries etc.
- Libraries - Have info in Spanish, utilize their programs (English classes and kids programs) to distribute information, utilize computer stations
- Events - A mobile computer station to bring to various community events put on by churches and/or local organizations
- Brush Creek/Intercept Lot Carpool Kiosk - Coffee/donuts and info handed out each morning during census week
- Advertising – RFTA, La Montanas, La Tricolor/La Nueva Mix
- City Market - People handing out info at the door
- Speak Series - Latino Chamber, Club Rotano

Senior Citizens

- Produce a large-print information sheet specific for senior needs
- Lunch site tour
  - Utilize a singer/guitarist to visit lunch sites to do a fun musical presentation, talk about census and distribute materials
- Work with health and human services from all counties to spread the word
- Table top display at senior centers
- Posters at libraries

Seasonal Workers

Work directly with Ski Co HR and marketing to promote through:

- Flyers with specific messages
- Table top display in operations offices
- Possible event
- Email messages / internal communications

- ACRA – Educate membership base of business owners – especially lodges/restaurants
- Temp Agencies – Distribute information
- Contractor Licenses – Add info sheet to packet
- Chambers – Utilize chambers from each town/city to reach business owners

No Mailboxes

- Post office box holder mailing
  - Send two mailings to ALL residential PO boxes from Aspen to Parachute
- Posters on community centers/gathering places and bulletin boards
- Collaborate with US Post Office – Post Masters
- Door knocking to homes in areas of low response

Organizational outreach

Educate ALL A2PCCC members that represent local institutions and organizations so they can educate their staff/employees/networks

- Census 101 basics – Create a simple PowerPoint and train members on the presentation (Held January 15 in Carbondale)

How YOU can help

1. Complete your 2020 Census
2. Be a Census 2020 Ambassador
   - Encourage your friends, family, neighbors and colleagues to do so as well.
   - Write a letter to the editor about why it is important or why you are participating
   - Volunteer for an Aspen to Parachute Complete Count Committee Event

Thank you for your support!!

Government Entity	2019 Pledged Amount	2020 Pledged Amount	Total Pledged Amount
Eagle County	-	$10,000.00	$10,000.00
Town of Snowmass Village	$5,000.00	$10,000.00	$15,000.00
Town of Carbondale	-	$5,000.00	$5,000.00
City of Glenwood Springs	$5,000.00	$10,000.00	$15,000.00
Pitkin County	-	$25,000.00	$25,000.00
City of Aspen	-	$37,000.00	$37,000.00
Garfield County	-	$10,000.00	$10,000.00
Town of Basalt	-	$5,000	$5,000.00
Aspen Community Foundation		$15,000	$15,000

City Council

STAFF REPORT

City of Glenwood Springs

January 16, 2020

Agenda Item:	Update on Homelessness Initiatives
Action Requested:	Approve a contract extension with Debra L. Wilde Consulting to continue to work towards a regional detox facility and programs to reduce homelessness.
Department:	City Administration
Presented By:	Debra Figueroa, City Manager
Background Info:	Debbie Wilde was hired by the City to lead and promote strategies to reduce homelessness in the City of Glenwood Springs. As part of this effort, she has also been leading a regional discussion to create a detox center to help individuals with chemical dependency while also reducing the burden on our emergency service responders and local hospitals. Her written update is included with her contract. Her contract ended on December 31st and needs to be renewed to continue this work.
Issues:	Ms. Wilde's contract was paid last year using the City Manager's Discretionary Fund, which was from the General Fund. The discretionary fund in 2020 in compromised of Capital Funds. In order to fund this contract it will have to come from General Fund Reserves.
Staff Recommendation:	Approve a contract with Debra Wilde Consulting for an amount not to exceed $40,000.

DEBBIE WILDE
C O N S U L T I N G

debbiewilde.com | debbiewilde@debbiewilde.com | (970) 618-0949

Proposal Prepared For

Facilitation of a Community Response to Homeless/Housing Challenges/Detox

Presented to

The City of Glenwood Springs

City Manager

January 9, 2020

Submitted by Debra L. Wilde

Imbuing Confidence, Resiliency, & Enthusiasm

Proposal

It is my pleasure to continue to be of service to the City of Glenwood Springs and the mission of addressing homeless/housing challenge/detox concerns.

The Project

Attached is a summation of work to date. The issues addressed in this proposal are long-standing and complex. Any lasting changes must be systemic changes. That is the end goal of my activity.

I will continue to move forward goals and deliverables as previously described. In addition, two substantial structures for change have now been established and will provide the means to build system change.

New Goals

Project Goal: To participate in the Built for Zero regional effort to move to zero homelessness.

- To work on the Built for Zero goals as a member of the Lead Team.
- To head up and organize a public relations committee for the Built for Zero work.

Deliverables –

- Establishment of a By-Name list of homeless in our region
- Establishment of a data system to track activity of Built for Zero efforts.
- Establishment of by-monthly case conferencing meetings to move individuals to housing.
- Educate and inform the community at large to build the will and collective alignment for Built for Zero outcomes.

Project Goal: To establish an effective Recovery Continuum including a detox facility in Garfield County.

- To continue to facilitate the now established Recovery Continuum Task Force and related work groups.

Deliverables -

- Establish a continuum that aligns resources to successfully support individuals to the end goal of living in recovery.
- Establish a detox facility that is readily accessible to Glenwood Springs law enforcement and emergency service personnel as well as other Glenwood Springs and Garfield County entities.

Continuing Goals

These goals are well on their way to successful ends. I will leave them here as detailed descriptions of the ongoing work that I will continue under this contract.

Project Goal: To identify and engage stakeholders.

Designing goals with stakeholders will be a key to their engagement and inform forward movement. I anticipate the goals I have outlined will align with the outcomes identified by stakeholders.

Deliverable-List of identified stakeholders with contact information and an overall summary report to include specifics below.

Project Goal: To identify and map resources and gaps.

- That assist, serve, improve the conditions, and decrease the impacts and risks to the broader community of the homeless community.
- That work to prevent homelessness for those at risk, and provide a hand up to those in need of services (mental health, drug/alcohol issues, poverty, crisis))

Deliverable – Spreadsheet or database of organizations that work/interact with the homeless or those at critical risk of homelessness. Clearly identifying gaps in services or needs. Graphical representation that shows hierarchy and interactive relationships, person of contact, when to contact, etc. (define based on plan and gaps)

Project Goal: To clarify language and homogeneous groupings of housing challenges.

Deliverable- List of definitions and groupings.

Project Goal: To identify and implement strategies that address gaps, improve communication between stakeholders, and work to solve community goals.

Deliverable-List of strategies and action items for a 1-2 year timeframe, and potential longer term.

Project Goal: To create and implement sustainable structures and a sustainable process to continue to be attentive to homeless/housing challenge concerns. For example:

- Resource map/continuum
- Homeless coalition
- Decision making tree
- Dynamic resource directory
- Identified people and organizations with clear responsibilities in the housing/homeless continuum.
- Funding sources.

Deliverable-Summary outcome of Stakeholder suggestions and research into Sustainable structures that can work in Glenwood Springs. Framework of structure and next steps to implement.

Project Goal: To address specific areas of concern to the citizens of Glenwood Springs:

- Fire danger
- Trash
- Vagrancy
- Camping on surrounding hillsides – impacts of safety, trash, noise, etc.
- Law/EMS enforcement
- Compassion

Deliverable – As part of goals above

Project Goal: To research the success/failures of strategies of other communities.

Deliverable – As part of goals above

Work on these goals is concurrent.

I understand that my direct report will be to the City Manager. I will meet with the City Manager to provide updates and get input. I will provide updates to City Council at the bequest of the City Manager.

Terms

The deliverables listed are ambitious but outline an overall plan for the many needs of the issue being addressed. Regular communication and a "not-to-exceed" amount gives us all an opportunity to review and determine if a contract extension is needed.

I am proposing a project fee of $60/hour not to exceed $40,000. Mileage reimbursement will be for actual miles at the IRS rate of .58/mile. Mileage will be logged by date, purpose and number of miles. Reimbursement request for any miles beyond the local region must first be approved by the City Manager. Miles traveled will begin and end with Glenwood Springs as the base.

Any out-of-pocket expenses will have prior approval of the City Manager or other as assigned by the City Manager. Should any out-of-pocket expenses be incurred, those will be submitted with receipts for reimbursement at the end of each month.

I will make every attempt to have any photo copies made at the City and every attempt to use meeting spaces that charge no fee.

Invoices will be submitted at the end of each month with payment expected within 15 days from receipt of invoice.

Acceptance

The signing of this document releases Debra L. Wilde Consulting, Inc. from any and all liability in connection with assistance or recommendations provided.

The signing of this document indicates acceptance of this proposal and its terms and forms an agreement between The City of Glenwood Springs and Debra L. Wilde Consulting, Inc. as represented by Debra L. Wilde.

For Debra L. Wilde Consulting	For The City of Glenwood Springs
Debra L. Wilde	
Debra L. Wilde	Debra Figueroa
President	City Manager
Date: January 9, 2020	Date:

Homelessness and Related Issues

In the City of Glenwood Springs and Surrounding Area

Update by Debbie Wilde

January 6, 2020

(A suggestion - Read this with a pencil in hand or use the highlighter on your computer. Each time you come across a piece of information that is new to you, mark it. Learning and being informed is an important way you can make a difference in this issue right now.)

This is an update to those of you who have expressed interest in the status of homelessness in the Glenwood Springs area. This update is **far from inclusive** of all the people interested in sharing their thoughts, all the reading/research that is available and all the efforts made by many over the years. In fact, waiting to report on one more "thing" has kept me from penning this update; but now I have some substantial news to share. I will skip the process and get right to the bottom line of the current status of several issues of note.

This report contains a combination of information and opinions gleaned from listening to many individuals as well as research and factual data. Consider this a beginning.

My Observations and Comments

- I have spent several months listening to many individuals from diverse backgrounds – including homeless individuals. I found a wide diversity in opinions and "wishes" around homelessness. Although there are differing opinions on *how* we get there, what everyone does align on is that it is no one's wish to have anyone live without a roof over their heads, in the elements (especially the cold) or to not know where their next meal will come from.

- I also learned that even though there are some who say they would rather "live on the hillside in a tent," that is in relation to the limited possibility of options they imagine are available to them.

- Chronic homelessness is a multifaceted issue. No "roof" over one's head is a consequence of many and varied issues and those are different for everyone.

  The two issues that rise to the forefront from experience as well as research are mental health and addiction.

- That being said, it is also important to note that homelessness has many faces. Many people who do not have a permanent home, do have a job, are law-abiding citizens, are not using substances and on the list goes.
- We must address *system*s change in order to achieve long-term, sustainable success in homelessness and surrounding challenges.

  A system is perfectly designed to get the result it is getting. If we want different results, we must adjust our systems accordingly.

  We have been using crisis methods to address chronic problems. We are not using the right tools for the problem we are trying to impact.

- The Housing First model follows the learning that until someone has stability in their living situation, all the other "interventions" and challenges remain near impossible to address with success. This also means that people with challenges and issues will be housed despite these challenges.

- Law enforcement, emergency medical personnel and hospital emergency rooms agree that an interruption of as little as 10 individuals accessing services who have chronic issues would make a huge difference. The overwhelm comes more from the consistency of repeat clients than it does from many separate individuals.

- No one wants our community to become like the scenes of homelessness and addiction we observe in "other places" especially many large cities. In that case, doing nothing is not an option. Efforts that do not produce results are not an option. I found great support around the issue of intervening in homelessness. People aren't quite sure what to do to truly help. (That will soon change. Keep reading!)

- Zero homelessness is possible.

Homelessness

Regional Efforts. Networking efforts for the Roaring Fork Valley and West Garfield County have been organized under the local *Continuum of Care* led by Catholic Charities that meets quarterly in Glenwood Springs. A year ago, Pitkin County began working on homeless/housing issues and meets quarterly under the title of *Pitkin County Housing Stability Stakeholders*. There is recognition that we are best if we work collaboratively as a region. It was our good fortune to be selected as a regional community (Roaring Fork Valley through West Garfield County) to receive training and support from a national model program called *Built for Zero*. Not only does this give us a template for how to work toward zero homelessness in our community, it gives a template to align our efforts in a regional way. *Built for Zero* will be an initiative used collectively by the *Continuum of Care* and the *Pitkin County Housing Stability Stakeholders*.

Built for Zero is a methodology, a movement, and proof of what is possible. Built for Zero is a national effort that has been successful in many communities, with 3 achieving function zero, 8 ending veteran homelessness and 42 achieved a measurable reduction. Anchored in a commitment to driving to zero, cities and counties have changed how local homeless response systems work and the impact they can achieve. We joined three other Colorado locations that began the *Built for Zero* training in October bringing *Built for Zero* Colorado communities to six. The Roaring Fork team is working with a B*uilt for Zero* coach to organize our team roles and create the foundational pieces of this work.

This approach is built from the learning of many years. The key to success is both as simple and as complex as clearly identifying homeless individuals, understanding the challenges of each and collaborating as a community of professionals and others to address each individual's barriers to housing. Inherent in this effort is the keeping of good data to understand what is and isn't working and be able to identify if and how much we are moving the needle on homelessness.

The Roaring Fork group found that the *Built for Zero* mission aligned with our own: To achieve a lasting end to homelessness that leaves no one behind.

The aim of *Built for Zero* and our local group is: To end chronic and veteran homelessness and then all homelessness. We have chosen to first focus on Service-qualified veteran homelessness.

When we speak of zero homelessness, we speak of functional zero. That is, there will always be people in and out of homelessness, but homelessness is rare and overall brief when it occurs. Through the process of BFZ, we help bolster our system/continuum of care for homelessness capacity to ensure it's a brief experience.

Explore the B*uilt for Zero* website www.builtforzero.org to learn more. It is very informative.

Recognize that *Built for Zero* focuses on those people who make our local region their home. We do not yet have a clear number count, but that is part of this process. This effort does not open any floodgates to people coming here to get housing. The process is slow and methodical and long-term.

There are people and organizations that have worked long and hard to help people attain housing. *Built for Zero* brings more resources and a larger community focus to join those already in the trenches. Again, it helps align everyone so that all are working together and in the same direction and brings in a unique data-driven approach to ending homelessness.

Current efforts are still in place as we all work toward permanent housing. *Catholic Charities* has been using basic components of *Built for Zero*. *Feed My* Sheep and the *Aspen Homeless Shelter* are running their winter overnight programs. *Feed My Sheep, Aspen Homeless Shelter, Catholic Charities, Salvation Army, The Garfield County Housing Authority* (I'm sure I am leaving out someone) are all looped in to the *Built for Zero* strategy as our other nonprofit and governmental organizations.

West Mountain Regional Health Alliance (WMRHA) www,westmountainhealthalliance.org is a relatively new resource to our area focusing on housing and health. WMRHA are a community alliance of members and partners committed to creating an integrated physical, behavioral, oral and social healthcare system focused on equity in our region (Eagle, Garfield, and Pitkin counties.)

This group has been going gangbusters in their work toward health system improvement. Regarding the issue of homelessness, WMRHA has taken the role of lead organization in the *Built for Zero* initiative. WMRHA contracted a housing instability study sponsored by Pitkin County, Rocky Mountain Health Plans, Aspen Valley Hospital and Garfield County for vulnerable populations as an addendum to the larger housing regional study supported by Garfield County and reported on earlier this year. In partnership with WMRHA area clinics are screening patients, particularly those with Medicaid and Medicare about their social needs (to address social determinants of health) through the Accountable Health Communities model, which Rocky Mountain Health Plans received from the Center for Medicaid and Medicare Innovation. WMRHA was chosen as the community lead organization for Eagle, Garfield, Pitkin, and Summit counties.

The understanding that health is more than "medical conditions" has opened up a new perspective and brings resources to social factors that were once only directed to the physical aspect of wellness.

Briefly – from the World Health Organization https://www.who.int/hia/evidence/doh/en/

> Many factors combine together to affect the health of individuals and communities. Whether people are healthy or not, is determined by their circumstances and environment. To a large extent, factors such as where we live, the state of our environment, genetics, our income and education level, and our relationships with friends and family all have considerable impacts on health, whereas the more commonly considered factors such as access and use of health care services often have less of an impact.

> The determinants of health include:
> The social and economic environment,
> The physical environment, and
> The person's individual characteristics and behaviours.

Because of the learning from Social Determinants of Health screenings, the WMRHA has taken on Permanent Supportive Housing as one of their initiatives. **Permanent Supportive Housing** is a missing but important resource in addressing the homeless issues in our valley.

> Supportive housing combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities.
>
> Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly-funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.
> https://www.usich.gov/solutions/housing/supportive-housing/

Mental Health and Homelessness

When first responders are called there is sometimes a criminal offense; but most often, they are dealing with mental health issues and substance abuse that have manifested in deviant behaviors. The State of Colorado has created the opportunity for mental health workers to respond to a wider range of issues than in years past. *The Hope Center* is now doing crisis response with law enforcement in Glenwood Springs, the Roaring Fork Valley and Garfield County. This means that mental health professionals are on call to law enforcement and emergency medical services. This effort is often called co-response. *The Hope Center* is awaiting word on a grant that would place two more professionals on call. One of these workers would be based at the *Glenwood Springs Police Department*.

The co-responder collaboration would allow initial mental health and substance abuse assessments on the scene and put the client in a position for follow-up case management and peer support. A successful outcome for both the individual and for first responders is highly improved. *Mind Springs Health* is staying very connected to any mental health and substance abuse efforts.

Substance Abuse and Homelessness

We have been working with a system that is ill-equipped to engage individuals experiencing substance use disorder who come to the attention of first responders in intervention to interrupt this chronic cycle. At present, the only resource EMS staff have is the hospital emergency room. Law enforcement have the same option except when there is a jail worthy criminal offense. The hospital emergency rooms and the jail are both frustrated at acting as a detox. With some exceptions, the consensus is that people come to them to sober up and then are back on the street and the cycle repeats. We haven't had a detox in Garfield County for, I believe the estimation is twelve years.

The *City of Glenwood Springs* convened stakeholders in October to explore the possibility of detox services. In the past month and a half, this group has identified its aim as addressing the recovery continuum. Detox is one piece of the long-term goal which is living in recovery. The Task Force and focused work groups are rapidly making progress. Grants have been written for a case manager and peer support staff with substance abuse and mental health expertise to be available to the Valley View and Grand River Hospital emergency departments.

Staff from the relatively new *Community Opioid Treatment Strategy* are bringing that information and learning to the table.

Food Security

In the over 4,000 results from the social determinants of health (AHCM) screening being administered by clinics, food is the number one gap that patients identify. Housing is number two and transportation is number three. This supports national research that indicates that people spend their money on housing and medical expenses and leave food as the nonessential they address with whatever dollars they have left.

LIFT-UP continues to operate food pantries from Parachute to Aspen*.* *Extended Table* meals are still happening through *LIFT-UP* in both Rifle and Glenwood Springs. There is new news to report, however. *LIFT-UP, Food Bank of the Rockies* and food assistance programs administered by the counties are moving toward the concept of "food as medicine" – in other words, it matters what we put into our bodies. They are taking steps to access healthier foods for clients and teach people about better nutrition and using fresh foods. Continuous efforts are made to get people who are eligible for federal food assistance get signed-up for that support. Many people who are eligible do not enroll.

Food might be the most controversial issue that I have run into while talking to people in the community. *Extended Table* seems to be the epicenter of differing opinions. There are those that feel everyone needs a meal no matter what and others that feel that providing this free meal in a single location is enabling homelessness, vagrancy and not only substance use but the selling of drugs.

I recently met with *LIFT-UP* leadership and a group of people involved in serving at the Glenwood *Extended Table*. We talked about these significant efforts taking shape to move toward housing stability, mental health and substance abuse recovery help and how *Extended Table* could align with those efforts. All are very receptive.

Closing Comments

Vagrancy, camps on the hillside, trash etc.

If you have read through the efforts to this point, you will recognize they are all directed at root causes that then lead to an interruption in behaviors like camping, creating trash, hanging out etc. that can be frustrating, worrisome and even frightening to the general public. The city brought hired security to create a presence under the bridge for some months at the end of the summer. The hope is that these short-term measures will not be needed if we can create an environment where enforcement of city ordinances is paired with intervention services.

The transient issues we experience, especially in the down-town area, are different than the chronic homelessness in our community. We need to tackle that separately. However, the co-responder intervention and particularly addiction intervention could be very appropriate in many of these situations as well.

Consider that all these are behaviors have been going on for years. If they were easy to interrupt, that would have happened long ago. We can't depend solely on our law enforcement or service organizations working alone. Punishment in the form of summons and arrests haven't solved this. Handouts have not helped people get to a better life. We have already tried all those for many years.

It will take an aligned community response with all of us pulling in the same direction to create a system of care that will address the issue of individuals without a home. We must set our sights on empowering individuals to be as productive and healthy as they are able. For some, this means getting "back on their feet," finding employment and regaining their independence and potentially reconnect with family and friends. I have come across many who have done this very thing with the help of existing services. There are others who will need more support and again others who will need ongoing support to maintain a healthy life.

What you have read about to this point is multi-faceted, significant work to change the systems within which these behaviors have managed to exist. The end result is a better outcome for "the hillside," the community, the professionals and importantly for people themselves by opening a path where it is possible for them to have the dignity and safety of a home.

What can you do?

Stay informed. If you have ideas or questions, please direct them my way. We need to all work in a same direction. I have already called on many of you individually where I have seen a match for your interest or expertise. Expect that to continue. There will be evolving opportunities to help.

What will I be doing?

I continue to serve as a point-person for the *City of Glenwood Springs* on these topics. I am a member of the team who was trained in *Built for Zero* and currently serve on the leads group for that initiative. I will continue act as facilitator for the work of the *Recovery Continuum Task Force.* A next step is public education around these issues, the efforts being undertaken and aligning our community response.

"We did what we knew and when we knew better, we did better."

City Council

STAFF REPORT

City of Glenwood Springs

January 16, 2020

Agenda Item:	CC4CA Introduction - Coalition of Communities for Strong Climate Policy
Action Requested:	NA
Department:	City Administration
Presented By:	Debra Figueroa, City Manager
Background Info:	Jacob Smith from CC4CA will present a request that the City join and engage with CC4CA. His presentation is attached.
Issues:	NA
Staff Recommendation:	NA

CC4CA

Colorado Communities *for* Climate Action

Presentation to the Glenwood Springs City Council

Jacob Smith, Executive Director
January 16, 2020

A coalition of local governments advocating for effective climate action primarily at the state level.

- State Legislature
- Governor’s office
- State Agencies/State Rulemaking
- Colorado Congressional Offices

CC4CA Members

- Aspen
- Avon
- Basalt
- Boulder
- Boulder County
- Breckenridge
- Broomfield
- Carbondale
- Clear Creek Cnty
- Crested Butte
- Dillon
- Eagle County
- Erie
- Fort Collins
- Fraser
- Frisco
- Golden
- Lafayette
- Longmont
- Louisville
- Lyons
- Mountain Village
- Nederland
- Northglenn
- Pitkin County
- Ridgway
- Salida
- San Miguel County
- Summit County
- Telluride
- Westminster
- Vail

Impacts to Local Communities

- Less water
- Less snow
- More extreme flooding and other extreme weather events
- Infrastructure damage
- Growing health risks
- More wildfires
- Threats to key Colorado industries (e.g., winter rec, ag)

2019-2020 Policy Statement

- Carbon pollution
- GHG inventories
- Barriers to local programs
- Electric co-ops and renewables
- Energy efficiency
- Vehicle emissions and EVs
- Drilling emissions
- Solid waste

Recent Highlights

- New methane emissions rules
- Secured passage of all 13 priority climate bills
- Led on the GHG inventory bill
- Secured adoption of LEV standards & proposed ZEV standards
- 40 CC4CA reps testified (legislative & rulemaking)
- Member trainings

CC4CA

Colorado Communities
for Climate Action

Jacob Smith, Executive Director
jsmith@cc4ca.org

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Bus System Re-branding - Studio Six Contract Extension
Action Requested:	Discussion regarding the rebranding of the City's Ride Glenwood Springs bus service. Approval of a contract extension for Studio Six if the Council would like to rebrand.
Department:	Engineering
Presented By:	Terri Partch, City Engineer
Background Info:	In early 2019 the Council requested that the City develop a bus wrap that better reflected the character of the City. City staff released an RFQ for the bus wrap project. Studio Six was chosen to design the new bus wraps. In late October, Studio Six and City Staff held a public meeting to receive community input about the new bus wrap. The meeting was well attended despite a snow storm that evening. At the meeting a question was raised about the name of the system. The citizens at the meeting supported the idea of evaluating a name change. Some ideas that were brought up were "River Run" or "Flow". From a marketing standpoint, many local bus systems have been rebranded to improve ridership. The City of Boulder's Hop bus, RFTA's VelociRFTA and Sedona's Verde Lynx are a few examples of rebranding to improve ridership. Studio Six has provided a proposal in the amount of $34,916.00 to help the City rebrand the bus system which includes two additional public meetings and development of the branding design and graphics. The trademarking review will be required and is not included.
Issues:	This is not currently funded in the 2020 budget. However, the City has recently received $40,000 in grant funding from the State for the Congestion Study. This money could offset the cost of the rebranding contract extension. The Congestion Study is partially budgeted from the Bus Tax Fund. Staff recommends taking the rebranding contract fee from this fund if the Council chooses to award the work.
Staff Recommendation:	Award the rebranding contract in an amount not to exceed $34,916.00 to Studio Six.

[Accept Estimate] [Decline Estimate]
PDF Print

From

Studio Six 1114 Neon Forest Cir, Unit 6
Longmont, CO 80504

303.652.6230
StudioSixBranding.com

Estimate For

City of Glenwood Springs 101 W 8th Street
Glenwood Springs, CO 81601
Estimate Id**117**
Issue Date 12/04/2019
Subject Ride Glenwood Springs Transit Brand & Naming, Revised SOW

Description	Amount
Community Design Sessions -- Preparation The first phase in brand development for Ride Glenwood Springs will be a Community Design Process. This process will include (1) meeting via conference call with the internal team and (2) onsite meetings to develop and refine the final artwork. The Community Design Process will define the overall look and feel of the new brand. Preparation for the in-person sessions to include: - Researching and preparing a PowerPoint presentation that will take the community through the step-by-step branding process that will assist Studio Six in capturing the essence of Glenwood Springs and Ride Glenwood - Custom activities will be designed to gain specific art direction for the visual design/brand Total: $2,400	$2,500.00
Facilitate Community Design Sessions Community Design Session 1 - Facilitate (2) stakeholder sessions to provide input on the design process (morning and evening) Community Design Session 2: Presentation of Designs	$2,500.00

Description	Amount
- Present (2-3) concepts during (2) sessions (morning and evening) (2) hours each session, 4 sessions total • Preparation of boards for the presentation • Vendor coordination preparing for the presentation • Preparation of strategy notes Total: $2,700	
Branding Design Design bus branding and work with an illustrator/s and internal designers to develop the new brand. - The process includes identifying potential design styles for the new branding. These "inspiration" styles will be reviewed at Community Design Session #1. - Based on this feedback, S6 will create (2) options to be presented at Community Design Session #2. - The client will be a collaborative partner during the design phase to ensure that all of the details are considered. - (2-3) unique concepts for the long side of the vehicle will be presented at Community Design Session #2. Total: $15,000	$15,000.00
Develop Final Graphic Assets of the New Brand - Develop all graphic assets - New logo prepared in .jpg, .png, .eps files - Upload of all files via DropBox Total: $1,050	$1,050.00
Project Management - Project manage and develop schedules for all projects - Obtain estimates - Vendor coordination Total: $1,400	$1,400.00
Travel Expenses: Hotel--La Quinta - 2 night stay - 2 rooms - 2x (once in February and once in March) Rate is $119/night/room/person (excludes taxes and fees) $119 x 2 (nights) x 2 (people) = $476	$1,966.00

Description	Amount
Total for (2) trips = $952 Mileage - 2 Round Trips at 400 miles/RT - IRS 2019 rate .58/mile 400 x .58 = $232/RT Total for (2) trips = $464 GSA Per Diem Rate (Meals & Incidentals) - 1 full day + 2 travel days = $137.50/person - 2 people - 2x (once in February and once in March) $137.50 x 2 people = $275 Total for (2) trips = $550 Estimate Total $1,966.00	
Naming the System: Phase 1 - Studio Six will develop an extensive list of names based on the stakeholder session feedback - Studio Six will conduct preliminary research. (The attorney will be required to conduct final naming research to avoid potential conflicts and to obtain all necessary trademarks.) - Studio Six will provide initial conceptual names to the client with taglines and background and reasoning for each naming concept - The Studio Six team, in collaboration with Glenwood Springs staff, will narrow the list and submit the top naming choices to the City's attorney for an initial review - The attorney will then provide the feedback on which names are available - Studio Six will then use those names to develop logos - The attorney hired by the City will obtain formal trademark of the name $9,750* Phase 2 After the logo design phase, the final logotype will be provided to the attorney who will then submit for formal trademark on the logo itself Studio Six will prepare all visual logo files for the attorney's trademarking process. $750 Total: $10,500	$10,500.00

Description	Amount
*65 hours are dedicated to the naming exploration by Studio Six. If additional hours are required to complete the naming process, a new SOW will be provided before additional work is performed. The trademarking will be provided by an attorney hired by the City. This service is not provided by Studio Six and is not included in this scope of work.	

Estimate Total $34,916.00

Notes

Presentation boards are not included in the above design fee. Large 4' x 6' boards: $400/board
Powered by

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: Sayre Park Phase One

Action Requested: Appropriate funds from Park Impact Fees to match community contributions.

Department: Parks & Recreation

Presented By: Cassandra Irving
Brian Smith, Recreation Director

Background Info: In November 2019 the completed Sayre Park Master Plan was presented to Council for their feedback and discussion on next steps. Council indicated they would like to see the park improvements phased out with financial support from the community to be matched by the city for implementing each phase in turn.

Phase I of the Sayre Park Plan includes the following objectives:
- Demo of the old basketball court and gazebo
- Site prep and construction of 3 new sports courts
- Installation of ADA curb ramps and pathways
- Drinking fountain w/ bottle filler and water service
- Landscaping and park entry beautification
- Irrigation modifications
- Install court lighting
- Wayfinding signage
- Furnishings, benches and trash receptacles

Cost estimates for Phase I are projected at **$246,422**.

The City has partnered with Game On Camps and Hoop d'Ville as primary stakeholders in the project for fundraising efforts which has brought in **$147,342.50- roughly 60% of the project cost for Phase I.**

The project is being setup as an Enterprise Zone Contribution Project which adds additional tax credit for donors up to 25% of the donation value.

An application for a $25,000 FMLD Mini Grant will be submitted for portions of the project as well.

Issues: After Community donations the remaining balance for completion of the project is **$99,079.06**.

The residents of Glenwood Springs are asking for the City to match their donations for the remaining 40% of the improvements. Appropriation may be contributed from the Park Impact Fees Fund balance. After this appropriation the amount remaining in the Park Impact Fee Reserve will be $447,634.

Staff Recommendation: Approve a match of the Community's donations for up to 40% of the total project in the amount of $99,079.06 from the Parks Impact Fees Fund.

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Appointment to Boards and Commissions Arts and Culture Board
Action Requested:	Make Appointment to fill terms
Department:	City Clerk
Presented By:	Catherine Fletcher, City Clerk
Background Info:	The Arts and Culture Board has two regular positions and one youth member position to be filled. Attached is a copy of the only applicant that has completed the interview process.
Issues:	None
Staff Recommendation:	Staff defers to council.

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

ARTS and CULTURE BOARD APPLICATION

(for Powers and Duties, see page 4)

Section 1 – Name and Address

Name: Elizabeth Caris

Home Address: 214 Crescent Lane

Mailing Address: (above)Glenwood Springs, Colorado 81601

Section 2 – Contact Information

Home: 520-275-4422

Work: retired

Fax:

Mobile: 520-275-4422

Email: ecaris@comcast.net

Section 3 – Occupation

Occupation: retired Art teacher (30 years) Tucson,Az

Section 4 – Membership Qualifications

MEMBERSHIP QUALIFICATION	Check Here
A. Five (5) citizens who are a resident of the City.	✔
B. Two (2) citizens of which may reside outside of the City, but within 81601 zip code area or own real property or a business within the City.	

You must qualify as one of the above to serve on the Arts and Culture Board. Please check the box next to the one that applies to you, and explain here how you are qualified:

My husband and I bought a home in Elk Springs last year (Moving from Tucson,Az)
My son is the planner in Fruita, Colorado.
His wife is a Glenwood Springs native, whose family resides here.

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

ARTS and CULTURE BOARD APPLICATION

(for Powers and Duties, see page 4)

Section 5 – Personal and Professional Interests

1. Why are you interested in serving on the Arts and Culture Board?

I taught Art in Arizona for 30 years, and was quite active encorporating the many cultures not only the Southwest, ie; Native American, Mexican ,but from around the world.
I am a tile muralist, and have had my work exhibited in Arizona,New Mexico, and hopefully soon Colorado .
Tucson had a vibrant Art community that brought together many types of artists effectively.
I believe Glenwood has the same feel .

2. What do you view as your role if selected as a member of the Arts and Culture Board?

I would like to contribute any way necessary to put Glenwood Springs on the map as a unique destination for promoting the Arts.

3. Do you have marketing, advertising or public relations experience or skills?

Only in promotion of my own work., and the work of my students, and fellow artists.

4. Do you have Arts/Culture experience or skills? (ex. Performing arts, visual arts, public arts, museums arts education)

Visual arts
Art Education
Coordinator Art Specialists

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

I had taught about Native American Pottery techniques for 20 years.
A teacher approached me to intertain the idea of a Pitfire (for 4th graders)
It would involve the creation of ceramic pottery, and an actual Pitfire of the students pots (at a State Park)
Both the District and parents were able to sign off on this extra-curricular experience .
(Commiting both $$ and their time)

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

ARTS and CULTURE BOARD APPLICATION

(for Powers and Duties, see page 4)

Section 5 – Personal and Professional Interests (continued)

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?

I would like to think I could.

7. Do you have any existing time commitments that will hamper your ability to serve?

I volunteer at the Carbondale Food bank. (1x/week)

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

I have not worked on a Board, but have had the responsibility of leading as a Department Chair.

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

Please complete and submit this application online or
Mail to: City Clerk, 101 West 8th Street, Glenwood Springs, CO 81601;
Fax to: 970-945-5023;
Email: catherine.fletcher@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.fletcher@cogs.us

ARTS and CULTURE BOARD APPLICATION

(for Powers and Duties, see page 4)

Powers and Duties of the Arts and Culture Board (GSMC 020.020.030[N]):

(n) Arts and Culture Board. The powers and duties of the Arts and Culture Board shall be:

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 among artists 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 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.

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: Contract to Purchase Western Petroleum

Action Requested: Approval and signature of the purchase of 1300 Pitkin Avenue, parcel numbers: 218516100033 & 218509441008, per the attached Purchase Agreement.

Department: City Administration

Presented By: Matthew Langhorst, Public Works Director

Background Info: On January 29th, 2019 the City of Glenwood Springs sent a letter of interest to Pester Marketing, the Company that is liquidating the Western Petroleum property at 1300 Pitkin Avenue, intersection of 13th and School Street. The letter states that the City was interested in the property, for what use the letter does not state. Pester Marketing has completed the remediation/hazardous waste cleanup of the site to a level of cleanliness that CDPHE is providing them with a "No Further Action Letter" which certifies the site clear of all hazardous waste material in their view. The attached purchase agreement supplied by Pester Marketing also states that if any additional cleanup was needed on the site after the purchase that the seller would be responsible for that work, not the City.

If the City did purchase the property it could have at least two potential uses. One: A park location so that the Vogelaar 6F designation could be transferred to it and allow development on the Vogelaar Park site. Two: An in-town recycling center to be operated by the Landfill. The City of Glenwood Springs relocated the original in-town recycling center to the Landfill due to a land exchange agreement with the RE-1 School District and GSES school site. This relocation was an unpopular one with the residents of Glenwood Springs and caused a small drop in the amount of recycling that was brought to the City with the new location at the Landfill.

The purchase amount would be $250,000 and would be paid out of the Landfill Fund.

Issues: None at this time.

Staff Recommendation: Staff is recommending the purchase of the Western Petroleum Site located at 1300 Pitkin Avenue and parcel numbers: 218516100033 & 218509441008

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("***Agreement***"), dated as of_______, 2019 (the "***Effective Date***") is made by and between **Pioneer C-Stores Western Holdings, L.P.**, a Texas limited partnership ("***Seller***") and the City of Glenwood Springs, a Colorado home rule municipality ("***Purchaser***").

1. Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, fee simple title to all of Seller's right, title, and interest in and to that certain tract of real property located at 1300 Pitkin Ave., Glenwood Springs, CO 81601, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference, together with any and all improvements thereon, and appurtenances thereto (the "***Property***").

2. Purchase Price. The purchase price for the Property is Two Hundred Fifty Thousand and 00/100 Dollars ($250,000) ("***Purchase Price***").

3. Seller's Title. At Closing, Seller's title in the Property shall be free of liens, restrictions, easements or defects, subject only to: (i) such matters as a title insurance company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property; and (ii) such exceptions to title as are acceptable to Purchaser pursuant to this *Section 3*.

4 Survey. On or before __________________, _____, Seller, at Seller's expense, shall provide copies of a boundary and improvement survey of the Property prepared from an on the ground inspection by a surveyor licensed in the State of Colorado. Such survey shall consist of an improvement survey Plat as defined in C.R.S. § 38-51-100.3, which survey shall appropriately locate all boundary corners of the Property not previously located. Such survey shall be dated as of a date no earlier than the date of this Contract and shall contain: (a) the correct legal description of the Property by platted lot description if the Property is platted, otherwise by metes and bounds descriptions; (b) all property dimensions of the Property and the location of all boundary corners of the Property; (c) the number of square feet contained within the Property; (d) the location of any all easements and rights of way which are revealed by physical inspection of the Property or the commitment and showing the recorded information for any easement and right of way created by a recorded instrument; and (e) the location of any and all improvements located on, under, or encroaching onto the Property including, but not limited to, any and all buildings, sidewalks, driveways, paved parking areas, roads, poles, overhead power lines, and fences.

5. Closing. The closing of the transaction contemplated by this Agreement ("***Closing***") shall occur on _______________or on such later date as the parties hereto may mutually agree.

4.1 Date of Closing. Except as otherwise provided hereunder, Closing shall occur on _______, 2019.

4.2 Possession. Possession of the Property shall be delivered by Seller to Purchaser as of Closing.

4.3. Risk of Loss. Except as expressly provided herein, prior to Closing, Seller shall bear the risk of loss to the Property.

6. Prorations; Indemnification.

6.1 Real Estate Taxes and Assessments. Seller shall pay in full all real estate taxes and assessments due and payable as of the date of Closing. Real estate taxes and installments of assessments due and payable after the date of Closing shall be prorated as of the date of Closing, computed on the basis of the last available Garfield County tax rate and valuation as shown on the tax duplicate; provided, that in the case that Purchaser, in its sole discretion, determines that the last available tax rate and valuation is an inadequate basis for such computation, Purchaser and Seller shall prorate taxes and assessments on the basis of the most recent Garfield County assessments and shall enter into an agreement at Closing to adjust the proration between the parties after Closing when the actual amount of taxes and assessments for the prorated period is established.

6.2 Utilities. Seller shall pay in full all water, electricity, gas, and other utility payments or charges due and payable as of the date of Closing. Water, electricity, gas, and other utility payments or charges due and payable after the date of Closing shall be prorated as of the date of Closing, computed on the basis of the last available statements; provided, that water, electricity, gas, or other utility payments or charges shall not be prorated if readings can be made on the date of Closing by the applicable utility company.

6.3 Indemnity for Seller. To the extent permitted by law, Purchaser shall assume and pay all debts, charges, claims, damages, and liabilities relating to the Property, vested, accruing and/or arising after Closing and shall **HOLD** Seller **HARMLESS** therefrom and **INDEMNIFY AND DEFEND** Seller against same, except liabilities expressly retained in writing by Seller.

6.4 Indemnity for Purchaser. Seller shall assume and pay all debts, charges, claims, damages, and liabilities relating to the Property, vesting, accruing and/or arising prior to Closing, and shall **HOLD** Purchaser **HARMLESS** therefrom and **INDEMNIFY AND DEFEND** Purchaser against same, except liabilities expressly disclosed to and assumed in writing by Purchaser.

7. Closing Costs.

7.1 Seller's Closing Costs. Seller shall pay Seller's prorations as set forth in *Section 5* above.

7.2 Purchaser's Closing Costs. Purchaser shall pay:

(a) Purchaser's prorations as set forth in *Section 5* above;

(b) recording fees for sale documents; and

(c) any excise, transfer, sales, use or similar taxes resulting from the conveyance of the Property, or any portion thereof.

7.3 Other Closing Costs. Any other Closing Costs not specifically provided for herein shall be divided evenly between Seller and Purchaser.

8. Closing Documents. On or before the date of Closing, Seller and Purchaser shall execute the following documents ("Closing Documents"), conforming to the terms and conditions of this Agreement and acceptable to Seller and Purchaser, together with the funds and any other documents reasonably required to complete the transactions contemplated hereunder:

(a) a duly executed, acknowledged, and recordable special warranty deed; and

(c) any transfer, excise tax, sales/use tax returns, and any affidavit or certificate required by the state in which the Property is located to be filed in connection with the conveyance of the Property.

9. <u>Seller's Covenants, Representations, and Warranties</u>. Seller hereby makes the following disclosures to Purchaser, which are made solely to Seller's actual knowledge without any investigation by Seller. The following disclosures are made solely to inform Purchaser and not for Purchaser's reliance in lieu of Purchaser conducting its own investigation as provided in this Agreement. It is agreed and understood that this transaction is on an "AS IS" basis and Purchaser shall rely solely on its own investigation of the Property in its decision to purchase the Property and not on any disclosure or representation of Seller. For the purposes of this Agreement, whenever the phrase "***to Seller's Knowledge***" is used, then it shall be deemed to refer to the actual knowledge of Seller and its agents for the Property, without Seller undertaking any investigation.

9.1 <u>Organization</u>. Seller is validly organized and is in good standing under the laws of its state of organization.

9.2 <u>Authority</u>. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its respective terms. Seller has full power and has been duly authorized to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Seller hereunder. None of the execution, delivery, or performance of this Agreement by Seller, the consummation by Seller of the transaction contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement (a) requires the consent, waiver, approval, license, or authorization of any person or public authority; (b) violates its governing organizational documents or any judgment, order, writ, injunction, or decree statute, or regulation applicable to Seller; (c) results in a breach of or default under, with or without the giving of notice or the passage of time or both, any mortgage, trust deed, license, indenture, or any other agreement or instrument to which Seller is a party.

10. <u>Purchaser's Covenants, Representations, and Warranties</u>. Purchaser represents and warrants to Seller, that to the best of Purchaser's knowledge:

10.1 <u>Organization</u>. Purchaser is validly organized and is in good standing under the laws of its state of organization.

10.2 <u>Authority</u>. This Agreement constitutes the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its respective terms. Purchaser has full power and has been duly authorized to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Purchaser hereunder. None of the execution, delivery, or performance of this Agreement by Purchaser, the consummation by Purchaser of the transaction contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement (a) requires the consent, waiver, approval, license, or authorization of any person or public authority; (b) violates its governing organizational documents or any judgment, order, writ, injunction, or decree statute, or regulation applicable to Purchaser; (c) results in a breach of or default under, with or without the giving of notice or the passage of time or both, any mortgage, trust deed, license, indenture, or any other agreement or instrument to which Purchaser is a party.

11. <u>Post-Closing Covenants of Seller.</u> Following the Closing, the Seller shall continue its remediation efforts in response to the letter ("***Letter***") from the Colorado Division of Oil and Public Safety – Petroleum Remediation ("***Division of Oil & Safety***") dated September 30, 2019 ("***Seller's Remediation Efforts***") and attached here as **Exhibit "B."** Seller shall continue Seller's Remediation Efforts until a "No Further Action Letter" or the equivalent is received from the Division of Oil & Safety or the appropriate state regulatory agency, and Buyer shall provide reasonable cooperation and assistance with Seller's Remediation Efforts. Seller shall not be required to take more action than is required by the

Division of Oil & Safety or the state regulatory authority, and Seller shall not be required to take any remediation action except as it relates to the releases described specifically in the Letter. Upon completion of the foregoing, Seller shall provide the original Phase I Environmental Site Assessment in accordance with the American Society for Testing Materials (ASTM) Standard E-1527-13, any onsite documentation created by the State and provide Buyer with the final "No Further Action Letter" once it has been completed and obtained by the seller. Notwithstanding the foregoing, Seller shall not be obligated or liable for any environmental liability arising after the Closing.

12. Brokers. Neither Seller nor Purchaser has engaged a broker in connection with the transaction contemplated by this Agreement.

13. Termination. In the event that Seller or Purchaser elects or is deemed to have elected to terminate this Agreement as permitted hereunder or this Agreement is otherwise terminated, any and all rights or obligations of Seller and Purchaser hereunder shall terminate and be of no further force or effect, except as otherwise set forth herein.

14. Survival/No Merger. Except as otherwise expressly provided herein, the provisions of this Agreement, the representations, warranties, and the indemnity agreements set forth herein shall survive any termination of this Agreement or Closing and shall not merge into any deed delivered and accepted upon Closing of the transaction herein contemplated.

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party hereto.

16. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17. Waiver. The failure of a party hereto to insist upon strict performance of any of the terms set forth herein shall not be deemed a waiver of any rights or remedies that the party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by the same or any other party.

18. Governmental Immunity Act. 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, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

19. Attorneys' Fees. If a party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

20. Amendment. This Agreement may only be amended and modified by a writing executed by Purchaser and Seller.

21. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

22. Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Seller or Purchaser. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section.

23. Headings. The headings of the various paragraphs of this Agreement have been inserted only for convenience and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement or be used in any manner in the interpretation of this Agreement.

24. Time is of Essence. Time is expressly made of the essence of all the provisions of this Agreement.

25. Dates of Performance. Whenever a date for an action required to be performed or any other period of time set forth in this Agreement falls on a Saturday, Sunday, or federal holiday, then such date shall be extended to the following business day.

26. Further Assurances. Each party hereto shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same Agreement.

28. Disclosures.

28.1 Property Located Outside of Municipality. If the Property is located outside of the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine whether if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's territorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

29.2 Title Examination or Policy. The Purchaser should have the Property examined by an attorney of the Purchaser's choosing or the Purchaser should be furnished with or obtain a title policy.

28.3 Lead Based Paint. If any apartments or other residential units are part of the Property and those units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made a part of this Agreement.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER TO PURCHASE OR SELL AND THE EXECUTION OF THIS AGREEMENT BY SELLER OR PURCHASER DOES NOT CONSTITUTE A BINDING

CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN SIGNED BY AUTHORIZED OFFICERS OF PURCHASER AND SELLER AND DELIVERED TO BOTH PURCHASER AND SELLER.

[*Remainder of page intentionally left blank; signatures follow*]

IN WITNESS WHEREOF, this Agreement is made effective as of the Effective Date.

PURCHASER:

City of Glenwood Springs

By: ___________________________________

Date: ___________________________________

SELLER:

Pioneer C-Stores Western Holdings, L.P.,
a Texas limited partnership
By: Alta Brands, LLC,
a Texas limited liability company,
its general partner

By: ___________________________________
Sam Youngblood, Manager

Date: ___________________________________

EXHIBIT "A"
To Purchase and Sale Agreement

LEGAL DESCRIPTION OF PROPERTY

[*To be attached*]

EXHIBIT "B"
To Purchase and Sale Agreement

NOTIFICATION LETTER

[*To be attached*]

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: Ordinance No 1, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 100.040.020 and 120.020.100 of the Glenwood Springs Municipal Code (FIRST READING)

Action Requested: Approve Ordinance 2020-1.

Department: Attorney

Presented By:

Background Info: In August, Council adopted several ordinances regulating various activities in the Downtown Area, including outdoor smoking and camping. After several months of observation, staff has recommended some refinements of the Downtown Area prohibitions. Additionally, after discussion with staff, we concluded that the adoption of maps depicting these prohibition areas would work better in the Municipal Code than attempting to describe the areas. Those maps are included as Exhibit A (camping) and Exhibit B (smoking).

Issues:

Staff Recommendation:

ORDINANCE NO. 1

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 100.040.020 AND 120.020.100 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, Section 100.040.020 of the Municipal Code addresses the regulation of outdoor smoking within the City; and

WHEREAS, Section 120.020.100 of the Municipal Code addresses the regulation of camping within the City; and

WHEREAS, both of the foregoing sections establish areas within the City's Downtown Area in which both outdoor smoking and camping are prohibited; and

WHEREAS, City Council finds and declares that the amendments to Sections 100.040.020 and 120.020.100 of the Municipal Code the Development Code regarding the areas in which outdoor smoking and campaign are prohibited, as set forth herein are proper and necessary to advance the public health, safety and welfare of the City's residents.

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

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

Section 2. Section 100.040.020 is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

Section 100.040.020– Definitions.

****

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

~~(a) the area south of the Colorado River and north of 9th Street, extending from Colorado Avenue on the west to Blake Avenue on the east;~~

~~(b) the area from 9th Street up to and including 10th Street, extending from Colorado Avenue on the West to Cooper Avenue on the east;~~

~~(c) the 6th Street right-of-way;~~

~~(d) U.S. Highway 6 from its intersection with 6th Street to its intersection with Devereux Road; and~~

~~(e) the pedestrian bridge crossing the Colorado River from 6th Street to 7th Street.~~

[INSERT MAP ADOPTED IN SECTION 3]

****

Section 3. Adoption of Map. Section 100.040.020 is hereby amended by the adoption of a Map entitled "Downtown Area Outdoor Smoking Prohibition", depicted on **Exhibit A** to this Ordinance, as provided for in the definition of *Downtown Area*.

Section 4. Section 120.020.100 is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

120.020.100 - Unauthorized habitation, camping and sleeping.

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

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

~~(1) The area south of the Colorado River and north of 9th Street, extending from Colorado Avenue on the west to Blake Avenue on the east;~~

~~(2) The 6th Street right-of-way;~~

~~(3) U.S. Highway 6 from its intersection with 6th Street to its intersection with Devereux Road; and~~

~~(4) The pedestrian bridge crossing the Colorado River from 6th Street to 7th Street.~~

[INSERT MAP ADOPTED IN SECTION 5]

****

Section 5. Adoption of Map. Section 120.020.100 is hereby amended by the adoption of a Map entitled "Downtown Area Camping Prohibition", depicted on **Exhibit B** to this Ordinance, as provided for in the definition of *Downtown Area*.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS 16TH DAY OF JANUARY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, 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 _____________ 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

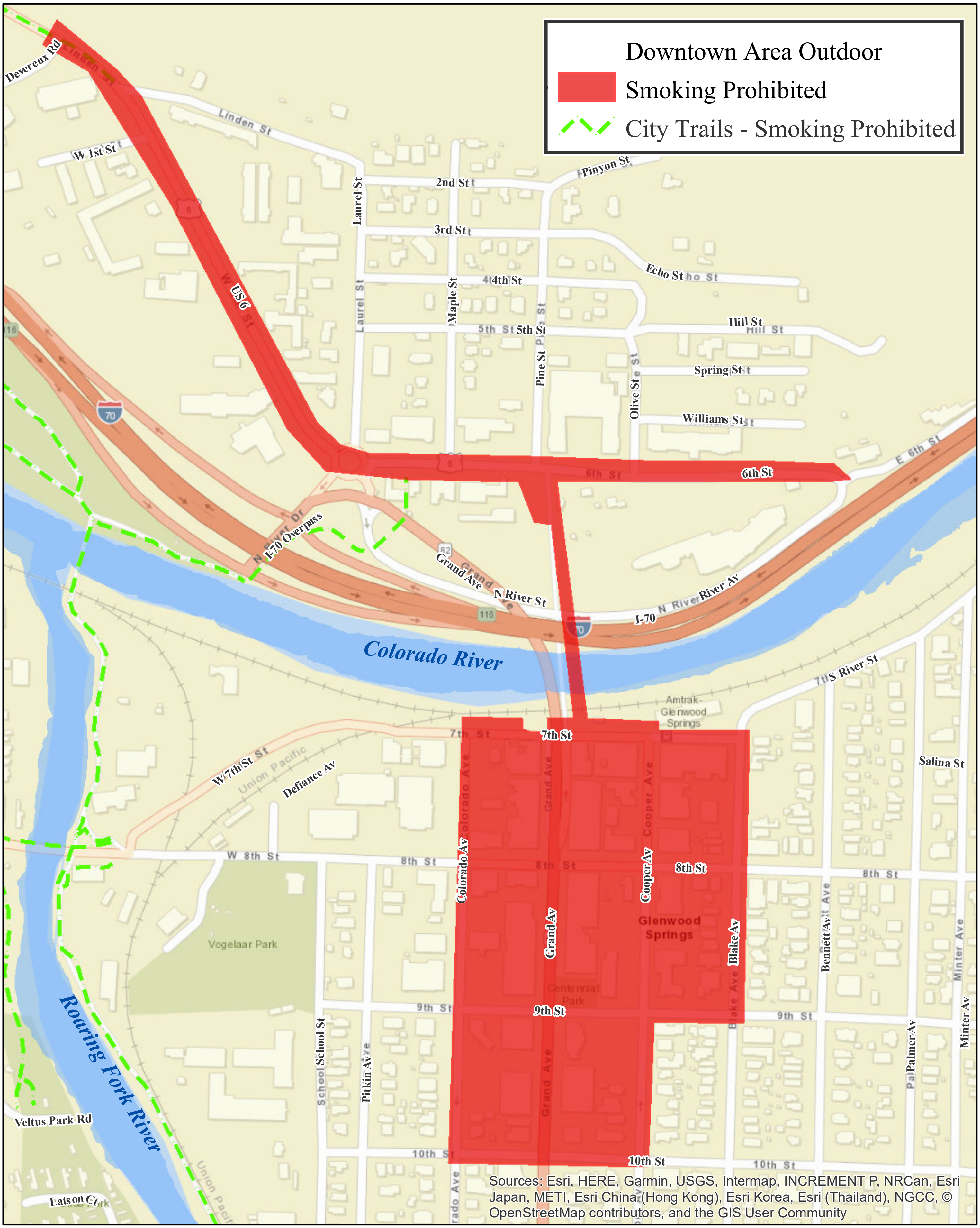
____

Jonathan Godes, Mayor

ATTEST:

____

Catherine Mythen Fletcher, City Clerk



Downtown Area Outdoor Smoking Prohibition

Feet
0 200 400

This map was produced by the Engineering Department. Use of this map should be for general purposes only. City of Glenwood Springs does not warrant the accuracy of the data contained herein. Aerials: November 2018
Phone – 970-384-6439 http://www.cogs.us/ Author: JKoenig, Date: 12/18/19
N:\GIS\GIS_Projects\PlannedNoSmoking_121819.pdf

Downtown Area Camping Prohibition

Feet
0 200 400

This map was produced by the Engineering Department.
Use of this map should be for general purposes only.
City of Glenwood Springs does not warrant the accuracy of the data contained herein. Aerials: November 2018
Phone – 970-384-6439 http://www.cogs.us/ Author: JKoenig, Date: 12/18/19
N:\GIS\GIS_Projects\CampingProhibitionZone_121819.pdf

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item:	Ordinance No 2, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 070.040.070 of the Glenwood Springs Municipal Code (FIRST READING)
Action Requested:	Approval of Ordinance No 2, Series of 2020; An Ordinance of the City of Glenwood Springs, Colorado, amending section 070.040.070 of the Glenwood Springs Municipal Code regarding Access and Circulation
Department:	Economic and Community Development
Presented By:	Jennifer Ooton, Assistant City Manager

Background Info:

On January 22, 2019, the Planning and Zoning Commission voted to initiate a code text amendment to 070.040.070(a)(3)e.2 to earmark the fee in lieu for sidewalk construction and pedestrian improvements and to consider whether there are neighborhoods where the City would not require two sidewalks.

The current regulations require the installation of sidewalks on all streets for any development or redevelopment projects. Planning Commission in initiating the code text amendment process expressed an opinion that sidewalks should not be required in all neighborhoods. At the May and August Commission meetings, the Planning Commission held public hearings on the topic. At the August 27, 2019 Planning and Zoning meeting, the commission unanimously recommended changes to amending section 070.040.070 of the Glenwood Springs Municipal Code regarding Access and Circulation.

Currently, the City Engineer may exempt sidewalks on streets where the minimum lot size is greater than an acre and in areas of steep slopes. Ordinance No. 2, 2020 includes an attachment with new code language that would allow for additional exemption for the requirement of two sidewalks. This proposal assumes that a limited list of roads would be added to the Engineering Standards where the City has determined that one or no sidewalks shall be installed, as the current work plan for street reconstruction also does not anticipate the construction of sidewalk on both sides of all streets.

This list would be based on individual engineering projects, such as roads within the Red Mountain and Cedar Crest subdivisions, where engineering work and public input have determined that two sidewalks would not fit the character of the neighborhood or where inadequate right-of-way would make two sidewalks infeasible.

Members of the public would not be able to petition to be on this list. The only eligible streets for this list would be ones for which a public outreach process had already taken place, significant engineering for a road reconstruction had already been completed, and there had been agreement between the City Engineer and Public Works Director. Today, the list would consist of Midland Avenue (Four Mile to I-70), Red Mountain Drive, Tanager Road, Cardinal Lane, Cedar Crest Drive, Ptarmigan Lane, Ptarmigan Drive, and Rock Ledge Drive.

The Comprehensive Plan identifies the importance of "increase(ing) the connectivity of local streets, trails and walkways to provide multiple routes for circulation through town," however, it also sets forth the Community Goal of "preserv(ing) the small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown."

One of the Policies to Enhance Transportation and Mobility in the Comprehensive Plan is that "the City encourages increasing transportation options, including constructing trails, roads, sidewalks and providing additional transit routes, to get around town but in ways that preserve neighborhood character and community sustainability."

The already established cash in lieu fee allows developers to pay a fee for sidewalks that can be used to enhance pedestrian circulation in ways that preserve neighborhood character and community sustainability. Ordinance No. 2, Series 2020 would change language in the code regarding creating a separate fund to ensure that these dollars would be used only for pedestrian improvements.

Additionally, this ordinance would exempt small redevelopment projects from being required to install sidewalks.

REVIEW AUTHORITY

For actions involving amendments to the land use portion of the Municipal Code, the Planning & Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

For amendments to the Municipal Code, the Planning Commission and City Council shall consider whether and to what extent the proposed text amendment:

Is consistent with the Comprehensive Plan and other City policies;
Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
Is necessary to address a demonstrated community need;
Is necessary to respond to substantial changes in conditions and/or policy; and;
Is consistent with the general purpose and intent of this Code.

The City Council may take one of the following actions:

Approval of all or some of the amendments;

Deny of some or all of the amendments; or,

Continue the hearing with a requirement that staff submit changes or provide additional information regarding some or all the amendments.

The Planning Commission voted unanimously on August, 27, 2019, to recommend approval of amending Section 070.040.070 Access and Circulation with the following findings:

Pursuant to the authority in the Glenwood Springs Municipal Charter and Colorado Revised Statutes §29-20-101 et seq., and §31-23-301 et seq., as amended the City of Glenwood Springs has the authority to plan for and regulate the use of land within the municipality and to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the height and location of trees and other vegetation, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

The proposed text amendment -
Is consistent with the Comprehensive Plan and other City policies in that the Comprehensive Plan

encourages increasing transportation options, including constructing trails, roads, sidewalks and providing additional transit routes, to get around town but in ways that preserve neighborhood character and community sustainability.

Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code in that the new Title 070 of the Glenwood Springs Development Code is intended to create the best built environment for the city by:
Promoting orderly, efficient, and integrated development within the city;
Regulating the development and use of land based upon the impact of such development or use on surrounding areas or the city.

Is necessary to address a demonstrated community need.

Is necessary to respond to substantial changes in conditions and/or policy in that the Finance Department’s preference is to have the code specifically identify how specific fees should be treated.

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

Issues: If this item is adopted on first reading, the Engineering Standards would need to be amended to include the limited list of streets where one or no sidewalks would be required.

Staff Recommendation: Staff recommends approval of Ordinance No. 2, 2020.

MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
August 27, 2019
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00PM

1. Work Session – 5PM

   A. Civic Clerk Training

2. Regularly Scheduled Meeting – meeting was called to order at 6:00 p.m.
   Carolyn Cipperly moved to seat Ingrid Wussow as meeting chair. Amber Wissing seconded. The motion carried by voice vote.

3. Roll Call

Present at roll call were Commissioners:	Ingrid Wussow, George Shaver, Amber Wissing and Carolyn Cipperly
Absent:	Kathryn Grosscup, Sumner Schachter, Tim Malloy, Marco Dehm and Dean Kinkel.
Also present were:	Jenn Ooton, Asst. City Manager, Director Community Development Dept. Gretchen Ricehill, Assistant Director Community Development Dept. Anna S. Itenberg, City Attorney's Office Jimmy Uvodich, Planner 1 Kathleen Michel, Admin. Assistant Catherine Fletcher, City Clerk Lindsey Christensen, Deputy City Clerk Alissa Owsley, IT Director

   George Shaver moved to seat Carolyn Cipperly. Amber Wissing seconded the motion. Motion carried by voice vote.

4. Receipt of minutes from the July 23, 2019 regular meeting. The minutes were continued to the next regular meeting.

5. Comments from citizens appearing for items not on the agenda. No one appeared.

6. **Continued Items**

A. 20-19 - Consideration of a Code Amendment to Section 070.040.020(d)(24) of the Glenwood Springs Municipal Code.
Motion to continue: George/Carolyn carried by voice vote.

B. 11-19 - Consideration of a special use permit to allow for the construction of a 2,800 square foot convenience store and re-location of underground fuel storage tanks.
Motion to continue: Commissioner Shaver, seconded by Commissioner Cipperly carried by voice vote

C. 05-19 - Consideration of Access and Circulation Code Text Amendments – Title 070.040.070 and 070.060.070 Glenwood Springs Municipal Code.

Jenn Ooton reported on the redraft of the section as requested.

- How would money paid in lieu be used
- Minor improvements should not trigger sidewalk installation
- Fee in lieu in areas where sidewalks do not make sense
- Neighborhood might not want sidewalks
- Street reconstruction and substantial engineering on road
- Exceptions: Midland Avenue; Red Mountain Drive, Cardinal, Rockledge Drive; others in list
- Exceptions drainage issues, Public Works Director determination

Shaver had concerns about streets in the east area at higher elevations

Cipperly had concerns about cost factor for property owners

Open for public comment. No one wished to speak.

Chair called for motion: George moved to accept changes red proposed by staff in consideration of code sections with findings on page 4 & 5 and delete the blue changes. Modified motion re access and circulation only. Carolyn seconded. Carried unanimously.

7. **New Items**

A. **22-19 - Consideration of a variance from section 070.030.040(d)(1)(g) of the Glenwood Springs Municipal Code for a 2-foot 10-inch side yard setback to allow for the construction of an accessory dwelling unit in an existing detached garage.**

Jimmy Uvodich presented the staff report.

- Zoning variance
- 636 sq.ft. garage convert to ADU
- Does not meet setback
- Applicant purchased property in 2013
- Site conditions existed since 1975

- Pre-existing configuration of buildings
- Necessary to remove 2 feet 2 inches from existing building to meet code
- City encourages ADUs
- Provides smaller housing
- Approve deny or continue application
- Staff recommends approval with findings

Commissioner Shaver asked where additional parking would be located.
Commissioner Cipperly was concerned about parking.

Bruce Barth applicant, addressed the parking.

Called for public comment:

Ted Edmonds, Colorado Ave., across street from property. In favor of the ADU. Parking on that block is not an issue. Urged approval of the variance.

Commissioner Cipperly moved to approve zoning variance with findings on page 4 of staff report. Commissioner Shaver seconded. Motion carried unanimously.

B. 25-19 Consideration of a request to convert an existing church building into 13 multi-family units. The project also includes creating a 2-lot subdivision, condominiumization of the 13 units and a design variance from Section 5.2.10(K)(3) which prohibits vehicles from backing into the right-of-way.

Gretchen Ricehill provided a PowerPoint presentation in accordance with the staff report. The project converts an existing, vacant church building into 13 one-bedroom multi-family units ranging in size from 535 to 825 square feet. The church was constructed in 1951 and is approximately 8,200 square feet. The building sits on a one-acre lot. The church vacated the building approximately 7 or 8 years ago. Since then the building was occupied by a retail sports store and the lot was used for overflow parking from the nearby Honda dealership.

The project also includes an application to condominiumize the 13 units and a minor subdivision of the parcel into two, roughly ½ acre lots. There is no longer a need for a design variance from the Engineering Standards to allow vehicles to back out onto a city right-of-way. The owner has amended the application to change the parking stalls along 135 Rd. from pull-in to parallel which meets the Engineering Standards requirement.

Ms. Ricehill summarized the review process.

- The 2-lot subdivision is normally an administrative review.
- Because the project involves a land dedication for right-of-way along CR 135, the 13-unit site/architectural plan review is required to be reviewed and approved by City Council. Planning and Zoning Commission will act as a recommending body.
- The 2-lot subdivision remains an administrative review but City Council is required to approve or deny the land dedication.
- The Planning & Zoning Commission is the sole deciding body on the condominiumization application.

Ms. Ricehill reviewed the details of the site/architectural plan including:

- Exterior improvements and residential design standards
- Common open space requirements
- Landscaping, screening and fencing;
- Access and circulation
- Use of the private easement on the east side of the property
- Sidewalk construction
- Bicycle parking and bike circulation system
- Off street parking and plan revisions

Ms. Ricehill reviewed the six criteria for reviewing condominiumization proposals and noted the proposals conformance to many goals of the comprehensive plan. She reviewed the required action items and noted that staff recommended approval with findings and conditions.

<u>Questions of Staff</u>
Commissioner Shaver asked the following:

- Clarification of when building materials will be submitted.
- Staff responded that materials are submitted with the construction plan review which is an interim step prior to submitting a building permit application.
- Clarification of owner's use of private access road and maintenance responsibility and applicability of Engineering Standards to private accesses.
- Staff explained that the Engineering Standards and prohibition of backing out did not apply to private roads.

Regarding the roadway maintenance, staff explained that there were three parties to the original agreement. As far as staff is aware, there was not a provision for maintenance responsibilities. Ms. Ricehill explained that maintenance was a private issue between the easement holders. The Commission could include a recommendation that the owner [TB & SB LLC] be responsible for some portion of the maintenance, but the city would not be able to enforce the condition.

Commissioner Shaver asked Anna Itenberg for her opinion about Balcomb & Green's findings regarding the owner's use of the private roadway.

Anna Itenberg, City Attorney's office, indicated that ideally the owner would have an express easement. She suggested that a condition could be that to the satisfaction of the City Attorney, the owner provide evidence of an express easement on record with the County Assessor, or establishment of a prescriptive easement.

Commissioner Wussow asked about -

- Short term rental and whether the units could be used as such. Staff commented that they could unless the condominium declarations precluded this use.
- Sprinkler system and whether it was required. Staff responded that it is a building & fire code requirement that the building have sprinklers.
- ADA requirement for any of the units to be accessible. Staff responded that it is not a requirement that condo units be made accessible.
- Whether the owner intended having any of the units be affordable. Staff responded that it was not a code requirement.
- System improvement fees. Staff responded that this project must pay all fees that are due for residential projects. Some credit may be available for the property's past use.

Applicant Presentation
Brad Jordan, Jordan Architecture, project architect, stated that the owner, his attorney and the project engineer are present tonight. Mr. Jordan discussed -

- Condition of the building
- Need for residential units
- Enhancement of building's appearance
- Materials stone, stucco, cladding on doors & windows, roofing and colors in brown, golds and tans.
- Landscaping enhancements
- Agree with staff's presentation and recommended conditions
- Parking redesign on CR 135; 5-foot wide sidewalk with a ten to thirteen-foot wide landscape buffer next to the building
- Building will be sprinkled.

Commissioner Shaver asked for confirmation that the parallel spaces would be outside of the 15-foot wide easement being granted to the City. Mr. Jordan confirmed.
Asked about the location of a water meter in the northeast corner of the lot.

Commissioner Cipperly encouraged the owner to provide accessible units as there are accessible parking spaces on the east side of the building. Mr. Jordan discussed the difficulty of providing accessible units due to the number of stairs on the east side of the building and clarified that the accessible parking spaces are not solely for people in wheelchairs.

Commissioner Wussow asked about the rationale for providing all one-bedroom units and about storage. Mr. Jordan indicated that it would have been difficult in this existing building to create multi-bedroom units. Storage closets will be provided for some of the units that did not have dedicated storage space within the unit. Bicycle spaces – can the developer provide more than the code required three. Mr. Jordan agreed that additional bike parking spaces could be provided.

Chad Lee, 818 Colorado Ave., Balcomb & Green and counsel for developer, indicated that short term rentals would be subject the City's new buffer requirement. Perhaps just one unit in the building would be allowed as a short-term rental. Regarding access, the issue surfaced at the last minute. Mr. Lee explained about use of, and right to use the easement. He also explained the steps in establishing a legal prescription. Mr. Lee indicated the owner's interest in helping to maintain the road and preparing a written maintenance agreement. He encouraged the Commission not to include a condition regarding maintenance as it was an issue between the private owners.

Commissioner Shaver asked about a recommendation regarding maintenance. Mr. Lee reiterated his opposition to such a condition.

Commissioner Wussow asked Mr. Lee to clarify the establishment of a prescriptive use and whether it required 18 years of continuous use. Mr. Lee explained that once you establish 18 years of use title automatically transfers. Once established, you are subject to abandonment law. Abandonment needs to be an intentional waiver or relinquishment of a right. In his opinion, eight years of non-use would not qualify. He pointed out that there was commercial use after the church left so there was some continuation of the use.

Dave Kotz, SGM, 118 W. 6th Street, project engineer, reviewed drawings with the Commission regarding location of meters, pedestals outside the property. It was determined that information was inadvertently located in the wrong area when transferred between civil and landscape plans.

Thomas Bartolomoczek. owner TB & SB LLC, 81 River Park Lane, Carbondale, regarding Commissioner Wussow's question about affordable housing the owners have not taken that into consideration at this point but will.

Public comment:
Patrick Hunter, Carbondale, owns a unit at Valley View West Condominiums. He explained about the issues with the access road in the past:

- Carwash at the bottom of the road had a drainage problem.
- Discount Tire bought the property and removed the carwash and fixed the lower portion of the road
- There is no written maintenance agreement
- There are fifty-some units in Valley View West all come and go at same time each day
- There is a lot of use of the private road
- Church had traffic one day a week
- He believed that there was just a gentlemen's agreement regarding use of the road.
- Discount Tire does not really use the road.
- Prefers that there not be back out parking onto the road.
- Prefers that traffic from this development use 135 Rd.
- Prior owner, David McDavid's plans were to only use 135 Rd.

Mr. Lee addressed comments made by Mr. Hunter and clarified that no express easement has been discovered at this time but that he continues to research the issue. He clarified that while churches are mostly used on Sunday, there are also activities on Wednesdays and other days of the week. Mr. Hunter's other comments regarding the roadway and use did not affect his opinion stated in his letter. Regarding Commissioner Shaver's earlier comments about a condition to enter into a maintenance agreement, Mr. Lee was opposed given that there already was a common law obligation to do that but to the extent that the Commission wanted to add a condition, he would favor one that required the owners to negotiate in good faith and to address each party's proportional impacts to that road. .

Item 1: MOTION: Commissioner Wussow moved to recommend that Council approve the site/architectural plan review allowing the conversion of an existing building into 13 multi-family units based on findings and conditions on page 10 and 11 of the report. Commissioner Wissing seconded the motion. Commissioner Wussow amended her motion to add the condition that the City Attorney find an acceptable or identify an acceptable easement or prescription for access. Commissioner Wissing amended her second.

Commissioner Shaver was not comfortable with some of the loose ends such as the parking situation on the west side and other access issues; defining the private road access; backing out on a private road is a concern. He suggested continuation.

Commissioner Wussow did not feel that the one-bedroom units would cause a great traffic impact. If there were more units or if there were more bedrooms, she may have felt differently. Commissioner Wussow was not in favor of delaying the project and stated that the project still needs to be reviewed by City Council. She did suggest that the applicant revise plans before the Council hearing.

Commissioner Cipperly also had concerns about the project details: she was concerned that parking was not fully completed; access issues; additional trash dumpster; pavement added under the dumpster; location of the parking space on the northeast corner of the site; landscaping. She felt that the project was a good reuse of the building.

Commissioner Wissing was in favor allowing the application to move forward.

Commissioner Wussow asked for a list of revisions from those Commissioners favoring a continuance.

Commissioner Cipperly: parking; landscaping; access issues; additional trash dumpster; location of utilities off the property; use of one of the parking spaces and impact to rear yard area and landscaping.

Jenn Ooton asked for clarification – Are you looking for additional information related to the application or are you suggesting conditions that need to be satisfied prior to the issuance of a building permit or construction plan review?

Commissioner Cipperly indicated that she was willing to approve the project with those conditions being met.

Commissioner Wussow and Ms. Ooton reminded the Commission about the intent of the general site/architectural plan review and the extra step in the process that requires a detailed construction plan review. That latter step requires staff review to make sure that all of the conditions are met prior to the applicant submitting a building permit application.

Commissioner Cipperly recommended adding the following conditions:

- Required landscaping
- Relocating utilities on to the site
- Revising plans to reflect parallel parking on CR 135;
- Moving and/or adding a second dumpster

Staff clarified that revising the parking on CR 135 was in the list of recommended conditions.

Commissioner Wussow also recommended adding a condition to revise the plans to limit the number of spaces backing out onto the access road.

Commissioner Wussow called for the question:
The motion passed 3-1
Commissioner Shaver voted no.

Action Item 2: Commissioner Wussow moved to approve consideration of an application to condominiumize 13 multi-family units with findings and conditions on page 12 of the staff report. Commission Cipperly seconded the motion.

Commissioner Cipperly commended the owner on the allowance of pets in the building with restrictions; recommended additional storage for the units.

Commissioner Wussow commended the owner on the project and recommended that the owner consider affordability.

Hearing no further discussion, Commissioner Wussow called for the question.

The motion carried unanimously.

2 Commissioner Comments

Commissioner Wissing thought this was an appropriate scale project. Wished Jimmy well.

Commissioner Shaver thought the loading of 225 pages was excessive.

Commissioner Wussow thought using Civic Clerk was like driving someone else's car.

Commissioner Cipperly thought seeing attainable housing was good.

3 Director Comments

October 3 City Council meeting re airport study.

We have a new building official, Victor Meraz.

10 Adjournment 8:38 p.m.

Planning Commission Report

Date	August 27, 2019
To:	Planning and Zoning Commission
From:	Jennifer Ooton, Assistant City Manager
Subject	#05-19 Access and Circulation Text Amendments– Title 070.040.070 and 070.060.070 Glenwood Springs Municipal Code

REQUEST	Consideration of various code text amendments to Municipal Code Title 070.040.070 Access and Circulation and 070.060.070 Flexibility and Relief Procedures
APPLICANT	City of Glenwood Springs
OWNER	City of Glenwood Springs
LOCATION	City wide
ZONE	All

BACKGROUND

On January 22, 2019, the Planning and Zoning Commission voted to initiate a code text amendment to 070.040.070(a)(3)e.2 to earmark the fee in lieu for sidewalk construction and pedestrian improvements and to consider whether there are neighborhoods where the City would not require two sidewalks. The current regulations related to Access and Circulation are included below. The information in red represents information from the Planning Commission's consideration of this topic at the May Planning and Zoning Commission meeting and staff's original proposed language, which addresses the Planning Commission's concern that these monies not be absorbed into the General Fund. Text in blue indicates that the Planning Commission indicated an interest in continuing to discuss the information in advance of any recommendation.

The current regulations require the installation of sidewalks on all streets. Planning Commission has expressed an opinion that sidewalks should not be required in all neighborhoods. The May Commission meeting included a lengthy discussion of this this topic.

The following text amendment proposes including an additional exemption for the requirement of two sidewalks. Currently, the City Engineer may exempt sidewalks on streets where the minimum lot size is greater than an acre and in areas of steep slopes. Staff proposes to also include a list of roads within the Engineering Standards where the City has determined that one or no sidewalks shall be installed, as the current work plan for street reconstruction also does not anticipate the construction of sidewalk on both sides of all streets. This list would be based on individual engineering projects, such as roads within the Red Mountain and Cedar Crest subdivisions, where engineering work and public input have determined that two sidewalks would not fit the character of the neighborhood or where inadequate right-of-way would make two sidewalks infeasible.

Members of the public would not be able to petition to be on this list. The only eligible streets for this list would be ones for which a public outreach process had already taken place, significant engineering for a road reconstruction had already been completed, and there had been agreement between the City Engineer and Public Works Director. Today, the list would consist of Midland Avenue (Four Mile to I-70), Red Mountain Drive, Tanager Road, Cardinal Lane, Cedar Crest Drive, Ptarmigan Lane, Ptarmigan Drive, and Rock Ledge Drive.

The Comprehensive Plan identifies the importance of "increase(ing) the connectivity of local streets, trails and walkways to provide multiple routes for circulation through town," however, it also sets forth the Community Goal of "preserv(ing) the small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown."

One of the Policies to Enhance Transportation and Mobility in the Comprehensive Plan is that "the City encourages increasing transportation options, including constructing trails, roads, sidewalks and providing additional transit routes, to get around town but in ways that preserve neighborhood character and community sustainability."

The already established cash in lieu fee allows developers to pay a fee for sidewalks that can be used to enhance pedestrian circulation in ways that preserve neighborhood character and community sustainability.

070.040.070 - Access and Circulation.

(f) *Pedestrian Circulation.*

(1) *Sidewalks Required.*

a. *Where Required.*

1. Sidewalks shall be provided by the developer to allow convenient pedestrian access through or across the development and joining with pedestrian ways of adjacent properties.

2. Sidewalks shall be installed on both sides of all arterials, collector streets, and local streets (including loop streets and cul-de-sacs), and within and along the frontage of all new development and redevelopment, excluding those redevelopments with building elevation changes that involve 50 percent or less of the exterior walls of a roofed building within a 2-year period, commencing upon the issuance of the building or other required permit, structural additions of less than 500 square feet on a single lot, and/or building elevation changes that are for the purpose of minor cosmetic maintenance.

b. *Fee in Lieu of Sidewalks.* Where the existing right-of-way adjacent to a development is substandard or insufficient for providing sidewalk according to the City Engineer or where there is a discontinuity of the sidewalk system, the developer may, with approval by the

City Engineer or Director, pay a fee in lieu of providing all or a portion of the required sidewalk. The amount of such in-lieu payment shall be set by City Council resolution. ~~determined based on an engineer's estimate of the cost of constructing the sidewalk.~~ All fees paid pursuant to this section shall be deposited in a separate fund, which fund may be used to undertake future projects to accommodate pedestrian improvements. These fees may not be used for the general expenses of the City.

c. *Exemption.* Sidewalks are not required on local streets in districts where the minimum lot size is one (1) acre or greater, in steep-slope areas where sidewalks on one (1) side of the street may be approved to reduce excessive slope disturbance, adverse impacts on natural resources, and potential soil erosion and drainage problems according to the Director and/or City Engineer, and on a limited list of local streets maintained in the Engineering Standards where the City has determined that one (1) sidewalk or no sidewalk shall be installed.

d. *Design and Materials.*

1. Sidewalks shall conform to the City's Engineering Standards.
2. Sidewalks shall be at least eight (8) feet wide in nonresidential and mixed-use zoning districts, and five (5) feet wide in residential zoning districts.
3. Sidewalks shall be separated from the back edge of curb pursuant to the streetscape standards in Subsection 070.040.050(d).
4. Alternative paving materials within residential developments may be approved by the Director and/or City Engineer.

e. **Variance Procedure Not Applicable**

The developer may not use the variance procedure in Section 070.060.070(a) to seek relief from sidewalk requirements.

Staff would also suggest adding the following to the end of the Variance section in the Flexibility and Relief Procedures 070.060.070(a)(1):

Purpose: The variance procedure may not be used to seek relief from the sidewalk requirements in 070.040.070(f)(1)

REVIEW AUTHORITY

For actions involving amendments to the Municipal Code, the Planning & Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

For amendments to the Municipal Code, the Planning Commission and City Council shall consider whether and to what extent the proposed text amendment:

1. Is consistent with the Comprehensive Plan and other City policies;
2. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
3. Is necessary to address a demonstrated community need;
4. Is necessary to respond to substantial changes in conditions and/or policy; and;
5. Is consistent with the general purpose and intent of this Code.

ACTION ITEMS

Action 1:

Consideration of code text amendment to Municipal Code Title 070.040.070 Access and Circulation and 070.060.070 Flexibility and Relief Procedures.

The Planning and Zoning Commission may take one of the following actions:

1. Recommend approval of all or some of the amendments;
2. Recommend denial of some or all of the amendments; or,
3. Continue the hearing with a requirement that staff submit changes or provide additional information regarding some or all the amendments.

Staff recommendation: Staff recommends **approval of the text amendment** with the following findings:

Recommended Findings:

1. Pursuant to the authority in the Glenwood Springs Municipal Charter and Colorado Revised Statutes §29-20-101 et seq., and §31-23-301 et seq., as amended the City of Glenwood Springs has the authority to plan for and regulate the use of land within the municipality and to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the height and location of trees and other vegetation, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

2. The proposed text amendment -
    a. Is consistent with the Comprehensive Plan and other City policies in that the Comprehensive Plan encourages increasing transportation options, including constructing trails, roads, sidewalks and providing additional transit routes, to get around town but in ways that preserve neighborhood character and community sustainability.
    b. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code in that the new Title 070 of the Glenwood Springs Development Code is intended to create the best built environment for the city by:
        - Promoting orderly, efficient, and integrated development within the city;
        - Regulating the development and use of land based upon the impact of such development or use on surrounding areas or the city.

c. Is necessary to address a demonstrated community need.
d. Is necessary to respond to substantial changes in conditions and/or policy in that the Finance Department's preference is to have the code specifically identify how specific fees should be treated.
e. Is consistent with the general purpose and intent of this Code.

MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
May 28, 2019
Council Chambers, First Floor, City Hall
101 W. 8th Street

Chair Marco Dehm called the meeting to order at 6:03 P.M.

1. Roll Call

Present at roll call were Commissioners:	Amber Wissing, Ingrid Wussow, George Shaver, Marco Dehm, Kathryn Grosscup, Tim Malloy, Sumner Schachter, and Alternate Carolyn Cipperly
Absent:	Dean Kinkel
Also present were:	Jenn Ooton, Assistant City Manager, Economic & Community Dev. Director Gretchen Ricehill, Assistant Director Anna S. Itenberg, City Attorney's Office Kathleen Michel, Admin. Assistant

2. Receipt of minutes of the February 25, 2019 special meeting and April 23, 2019 regular meeting.

MOTION: Moved by Commissioner Malloy, seconded by Commissioner Shaver, to accept the minutes of the February 25, 2019 special meeting. Commissioner Dehm abstained. Motion carried by voice vote.

MOTION: Moved by Commissioner Malloy, seconded by Commissioner Shaver, to accept the minutes of the April 23, 2019 regular meeting. Commissioner Grosscup and Commissioner Wussow abstained. Motion carried by voice vote.

3. Comments from citizens appearing for items not on the agenda. No one appeared.

New Items

4. 05-19 – Consideration of various code text amendments to Municipal Code Title 070.040.070 Access and Circulation and 070.060.070 Flexibility and Relief Procedures.
Applicant: City of Glenwood Springs
Location: City wide
Zone: Various

Jenn Ooton presented the staff report.

- Redevelopment would not require sidewalks on both sides.
- Cash in lieu amounts to be set by Council resolution and paid into a separate fund for pedestrian improvements.
- Two-year period must pass before seeking further structural modifications.

Discussion between Commissioner Malloy and Director Ooton regarding language for the code.

Commissioner Grosscup brought up the Devereux Road project that prompted re-examination of code language and Commissioners commented on a proposed situation.

[Recording Starts]

Commissioner Schachter spoke about the character of the Devereux neighborhood and requiring a sidewalk to nowhere, but still concerned about connectivity.

Commissioner Schachter and Director Ooton discussed why one acre or more lots are exempt from the sidewalk requirements. They also talked about the wording about how funds are used and when they are paid.

Commissioner Wussow and Director Ooton discussed engineer's estimate in the staff report.

Commissioner Shaver and Director Ooton spoke about the variations in sidewalk width and the difference between residential and commercial.

Commissioners Malloy and Shaver and Director Ooton discussed the balance of building the sidewalk and the fee-in- lieu.

Commissioner Wussow suggested that Rockledge be included in the list of streets and asked who has final say to allocate the funds when the fee-in-lieu is paid.

Director Ooton said there would be no variance regarding the sidewalk requirement.

Commissioner Malloy wanted language added to provision to allow a variance from the design and materials but not from providing the sidewalk or fee-in-lieu.

Commissioner Wussow asked about the procedure before the P&Z and would like an avenue of relief or variance when things are not so black and white.

Commissioner Malloy says this may be a unique case. This situation allows for a fee-in-lieu based on certain criteria and if a variance is allowed, the criteria could prevent the collection of that fee.

Commissioner Schachter asked what would happen when engineering determined a sidewalk is not possible in the location or does not want it in that location at that time. It would be up to the City Engineer at that point.

Commissioner Shaver agrees with Commissioner Wussow that there should be an avenue for relief in the form of a variance.

Discussion concluded that Engineering has the ability to decide whether fee or sidewalk is required.

Commissioner Wussow

- suggested allowing P&Z to recommend a percentage of exemption to the financial aspect
- believed applicant has the right to be heard
- glad there is an appeal process for the applicant

Director Ooton pointed out that the code does not consider financial aspects a hardship.

- Engineering to decide whether sidewalks on one side or both
- Fee used for future construction of pedestrian projects
- Cannot be used for maintenance and operation costs

Anna Itenberg, City Attorney's Office, wants to look at code to see what is required for an appeal.

Commissioner Malloy is concerned with the fee-in-lieu requirement language, wanting to broaden the criteria for fee-in-lieu and narrow exemptions.

Further discussion from commission and staff

- Doing away with exemptions and creating a mandatory fee
- Keeping things as it was proposed
- Adding the possibility for a variance
- Appeal process
- Development is wanted but only if supported by improvements
- Make it clear that money cannot be a reason for a variance
- Money cannot be use for maintenance, only for construction
- Getting engineering involved in the conversation and attend next meeting

Chairman Dehm stated he believes how the code is currently written will work. He believed that the Code is becoming more complicated and that was not the intent when it was redrafted.

Commissioner Malloy asked about removing the 1-acre lot exemption. The Commission requested information about the origin of that exemption. Commissioner Malloy asked Director Ooton to consider a process by which people could add their street to the exemption list and a process by which someone could appeal the sidewalk minimum width requirements.

Chairman Dehm believes variances provide a necessary flexibility when a project does not neatly fit into the Code requirements.

Commissioner Malloy summarized that the city is asking a developer to create a sidewalk or pay a fee. The variance will remain for the sidewalk and the specific design requirements such as width.

MOTION: Commissioner Schachter moved to continue the meeting with the requirement that staff submit changes and provide additional information regarding some or all of the amendments and the discussion by the planning commission and its input. Commissioner Shaver seconded the motion.

Discussion: None

The motion carried unanimously.

5. General Discussion. Commission Priorities-preparation for Council/Board & Commission meeting.

Gretchen Ricehill started discussion regarding City Council wanting to sit down with the boards and chairs to discuss their top two goals. Commissioner Schachter will participate in Chairman Dehm's place on July 2.

Ms. Ricehill and Commissioners discussed:

- P&Z can still add to the list and decide in June what the two priorities are.
- Look at the big picture.
- We need to limit ourselves to two priorities from a lengthy list of ideas.
- Moving recycle center downtown
- Housing

Commissioner Schachter and Chairman Dehm discuss that recommendation should go to council and then come back with their focus on housing elements.

Commissioner Grosscup explains that housing is so large and will be important to start the presentation with the different types of housing.

Commissioner Malloy and Director Ooton discussed the purpose of the strategic plan.

Commissioner Shaver wondered who is meeting with Council and Director Ooton provided a summary of the city's current boards and commissions.

6. Commissioner Comments

Commissioner Malloy asked what happened to the unresolved code issues regarding changes to sensitive area protection standards from last meeting. Ms. Ricehill responded saying it is a delicate process reopening this particular section of the code.

Commissioner Grosscup would like to hear about the landscaping schedule for the bridge area.

Commissioner Malloy asked about the activation under the Grand Avenue Bridge and water features.

Commissioner Wissing asked how to respond to comments about ANB.

Chairman Dehm asked about a final design of 7th street and wanting more trees.

Director Ooton and Ms. Ricehill explained the difficulties of that in regard to the utilities in that location.

7. Director Comments: None.

8. Adjournment 8:25 p.m.

ORDINANCE NO. 2

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 070.040.070 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, on January 22, 2019, the Planning and Zoning Commission voted to initate an amendment to Section 070.040.070(f)(1) of the Glenwood Springs Municipal Code to earmark the fee in lieu of sidewalks for future pedestrian improvements and to consider whether there are neighborhoods where the City would not require two sidewalks; and

WHEREAS, on August 27, 2019, the Planning and Zoning Commission recommended amending Section 070.040.070(f)(1) of the Development Code to state that the fee in lieu of sidewalk construction shall be set by City Council resolution and shall be deposited into a separate fund to be used for pedestrian improvements; to recognize an exception from the sidewalk requirement for redevelopments with limited building elevation changes; and to reference a list of local streets where the City has determined that one sidewalk or no sidewalks shall be installed; and

WHEREAS, the Planning and Zoning Commission found that the recommended amendments satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(3)(c)d.3.; and

WHEREAS, on January 16, 2020, City Council considered the recommendations of the Planning and Zoning Commission; and

WHEREAS, City Council desires to amend Section 070.040.070(f)(1) of the Development Code to state that the fee in lieu of sidewalk construction shall be set by City Council resolution and shall be deposited into a separate fund to be used for pedestrian improvements; to recognize an exception from the sidewalk requirement for redevelopments with limited building elevation changes; and to reference a list of local streets where the City has determined that one sidewalk or no sidewalk shall be installed; and

WHEREAS, the City Council finds and declares that the amendments to the Development Code regarding sidewalks set forth herein satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(3)(c)d.3. and are proper and necessary to advance the public health, safety and welfare of the City's residents.

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

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

Section 2. Section 070.040.070 of the Glenwood Springs Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

Section 070.040.070 – Access and Circulation

(f) Pedestrian Circulation

(1) *Sidewalks Required.*

a. *Where required.*

1. Sidewalks shall be provided by the developer to allow convenient pedestrian access through or across the development and joining with pedestrian ways of adjacent properties.

2. Sidewalks shall be installed on both sides of all arterials, collector streets, and local streets (including loop streets and culs-de-sac), and within and along the frontage of all new development and redevelopment, excluding those redevelopments with building elevation changes that involve 50 percent or less of the exterior walls of a roofed building within a 2-year period, commencing upon the issuance of the building or other required permit, structural additions of less than 500 square feet on a single lot, and/or building elevation changes that are for the purpose of minor cosmetic maintenance.

b. *Fee in Lieu of Sidewalks*. Where the existing right-of-way adjacent to a development is substandard or insufficient for providing sidewalk according to the City Engineer or where there is a discontinuity of the sidewalk system, the developer may, with approval by the City Engineer or Director, pay a fee in lieu of providing all or a portion of the required sidewalk. The amount of such in-lieu payment shall be set by City Council resolution ~~determined based on an engineer's estimate of the cost of constructing the sidewalk~~. All fees paid pursuant to this section shall be deposited in a separate fund, which fund may be used to undertake future projects to accommodate pedestrian improvements. These fees may not be used for the general expenses of the City.

c. *Exemption*. Sidewalks are not required on local streets in districts where the minimum lot size is one (1) acre or greater or in steep-slope areas where sidewalks on one (1) side of the street may be approved to reduce excessive slope disturbance, adverse impacts on natural resources, and potential soil erosion and draining problems according to the Director and/or the City Engineer, and on a limited list of local streets maintained in the Engineering Standards where the City has determined that one or no sidewalk shall be installed.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS 16th DAY OF JANUARY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, 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 6TH DAY OF FEBRUARY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Catherine Mythen Fletcher, City Clerk

City Council

STAFF REPORT

City of Glenwood Springs

January 16, 2020

Agenda Item: Resolution 2020 - 4; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Setting Fees in lieu of Sidewalks Pursuant to Section 070.040.070 of the Glenwood Springs Municipal Code

Action Requested: Resolution 2020-4 setting cash in lieu fees for sidewalks.

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: If Ordinance 2, Series 2020 is approved to make changes to the code related to cash in lieu fees, City Council would set cash in lieu fees by resolution.

The recommended cash in lieu fees for sidewalks were provided as an engineer's estimate in May 2019 by the City's Engineering Department.

5' wide (4"Thick) = $40/Linear Ft -- five (5) feet wide in residential zoning districts

8' wide (4"Thick) = $71/LF -- (8) feet wide in nonresidential and mixed-use zoning districts

Issues: None.

Staff Recommendation: Approval of Resolution 2020-4 Setting Cash in-Lieu Fees For Sidewalks.

RESOLUTION 2020 - 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, SETTING FEES IN LIEU OF SIDEWALKS PURSUANT TO SECTION 070.040.070 OF THE GLENWOOD SPRINGS MUNCIPAL CODE.

WHEREAS, Section 070.040.070(f)(1) of the Glenwood Springs Municipal Code, as amended by Ordinance 2020-2, sets forth the requirements for sidewalk construction in a development; and

WHEREAS, Section 070.040.070(f)(1)(d)2. of the Municipal Code requires that sidewalks in nonresidential and mixed-use zoning districts be at least 8 feet wide and that sidewalks in residential zoning districts be at least five feet wide; and

WHEREAS, Section 070.040.070(f)(1)b, as amended by Ordinance 2020-2, allows a developer, when certain conditions are met and with approval of the City Engineer or Community Development Director, to pay a fee in lieu of providing all or a portion of the required sidewalks in an amount set by City Council resolution; and

WHEREAS, City Council desires to set fees in lieu of sidewalks based on the engineer's estimate provided by the City's Engineering Department in May 2019.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby sets fees in lieu of sidewalks as follows: $40/linear foot in lieu of the five-foot wide sidewalk required in residential zoning districts, and $71/linear foot in lieu of the eight-foot wide sidewalk required in nonresidential and mixed-use zoning districts.

INTRODUCED, READ, AND PASSED THIS 16TH DAY OF JANUARY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Catherine Mythen Fletcher, City Clerk

Karp Neu Hanlon PC
ATTORNEYS AT LAW
www.mountainlawfirm.com

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: January 9, 2020

TO: Glenwood Springs Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Resolution 2020-5 Election Charter Amendment Ballot Question

---

Resolution 2020-5 was drafted at the direction of Council, to provide for runoff elections. Implicit in this request is a requirement that in order to prevail in an election, a candidate must receive a majority – or more than fifty percent – of the vote. The amendment proposed for this spring's special election would amend Section 2.6 of the City Charter to provide for a new requirement that elected officials receive more than fifty percent of the vote. It furthermore provides that in the event no candidate achieves the fifty percent threshold, the race will go to a runoff between the top two vote recipients in the race.

RESOLUTION 2020-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REFERRING TO THE REGISTERD ELECTORS OF THE CITY OF GLENWOOD SPRINGS AT THE ___________ 2020 SPECIAL ELECTION A QUESTION WHETHER SECTION 2.6 OF THE CITY OF GLENWOOD SPRINGS HOME RULE CHARTER SHALL BE AMENDED TO REQUIRE THAT CANDIDATES FOR ELECTED OFFICE RECEIVE A MAJORITY OF VOTES AND TO AUTHORIZE RUNOFF ELECTIONS.

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 (the “Charter”); and

WHEREAS, by Section 2.1 of the Charter, the City has adopted the Colorado Municipal Election Act of 1965, which provides for the election of candidates to elected office with the greatest number of votes; and

WHEREAS, the City Council wishes to require that elected officials receive a majority of votes in an election; and

WHEREAS, City Council has set a special election on ___________ 2020; and

WHEREAS, City Council has determined that it is necessary and proper to add a question to the ballot regarding a charter amendment to require elected officials to receive a majority of votes in an election and furthermore provide for a runoff election in the event that no candidate receives a majority of votes.

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

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

<u>Section 2.</u> The form of the ballot shall be as follows:

SHALL SECTION 2.6 OF THE GLENWOOD SPRINGS HOME RULE CHARTER BE RESTATED AS FOLLOWS?

SEC. 2.6 - ELECTIVE OFFICERS.

A. THE ELECTIVE OFFICERS OF THE CITY SHALL BE SEVEN COUNCILPERSONS. ONE MEMBER OF COUNCIL SHALL BE

NOMINATED AND ELECTED FROM EACH OF THE SEVERAL WARDS OF THE CITY AND THE REMAINDER OF THE MEMBERS OF COUNCIL SHALL BE NOMINATED AND ELECTED FROM THE CITY AT LARGE.

B. EACH ELECTIVE OFFICER OF THE CITY SHALL BE ELECTED BY RECEIVING MORE THAN FIFTY PERCENT (50%) OF THE VOTES CAST FOR THAT OFFICE.

C. IN THE EVENT THAT NO CANDIDATE RECEIVES MORE THAN 50% OF THE VOTES CAST IN A REGULAR OR SPECIAL MUNICIPAL ELECTION THEN A RUNOFF ELECTION SHALL BE HELD AS SOON AS PRACTICABLE BETWEEN THE TWO CANDIDATES WITH THE HIGHEST VOTE TOTALS. THE RUNOFF ELECTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THIS CHARTER.

__________ YES

__________ NO

Section 3. Upon an affirmative vote of the Glenwood Springs electors, the Glenwood Springs Municipal Charter shall be amended.

INTRODUCED, READ AND PASSED THIS _______ DAY OF JANUARY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____

ATTEST: Jonathan Godes, Mayor

____

Catherine Fletcher, City Clerk

City Council

STAFF REPORT

City of Glenwood Springs

January 16, 2020

Agenda Item: Consideration of the Ross Settlement Agreement

Action Requested:

Department: City Administration

Presented By:

Background Info:

Issues:

Staff Recommendation:

City Council

STAFF REPORT

City of Glenwood Springs

January 16, 2020

Agenda Item: 27th Bridge Change Order

Action Requested: Revision to contract amount

Department: Engineering

Presented By: Jessica Bowser, Assistant City Engineer

Background Info: The City and the Construction Management (CM) team, HDR, have spent time evaluating the staffing need of this project based on the extension of the construction completion date for the 27th Street Bridge and Roundabout.

The most recent Construction Schedule shows substantial project completion by the end of January of 2020. Remaining items include:

- Masonry
- Retaining wall completion
- Landscaping (not a part of substantial completion, will need to wait until spring)
- Sidewalk completion
- Final Grading
- Ground Stabilization

The current contract completion date is December 5th, 2019. This was extended from the original contract date of November 30, 2019 when we had additional micropile grouting and additional days when the contractor encountered high groundwater. Additional days past the December 5th contract date are subject to Liquidated Damages of $5,500 per calendar day to cover overhead and construction management needs past the contract date. Utility delays have occurred and with the recent Schedule submittal, HDR will be evaluating the number or reasonable delay days that were not contractor caused that would be allowed for the new contract completion date. Days past that new date would be subject to the liquidated damages.

Additional Construction Management hours are necessary for the documentation and completion of this project in compliance with our Federal Highway Administration's (FHWA) Off-System Bridge funding. These additional hours would cover the added oversight predicted by the contractor through January 2020, contract final documentation, additional hours for financial and document audit and the additional hours that have been necessary for the oversight of the night work requested by the contractor and additional slide dates. The requested contract cost increase is $99,905.75. HDR's Construction Management costs total $1,752,003.55, which is approximately 17.3% of the current construction contract value.

The original CM contract was negotiated and based on the minimum amount of working days per week (five) and minimal hours (9 per day) for the completion of this project while staffing the three-full-time staff that include the project engineer and the two inspectors. This contract was amended in January and in November of 2019 to include additional oversite necessary based on the accepted contractor schedule and then for delays in the project that pushed the time for completion. The contractor has struggled with various aspects of the work, requiring HDR to work extended workweeks and shift hours.

At this time, the contractor's schedule shows completion by the end of January. The revision to the

CM contract would cover the anticipated additional days and hours needed to oversee the construction work and appropriately closeout the project. The proposed amended consultant budget represents 17.3% of the contractor's current amended contract value and remains in line with CDOT's most recent Bridge Enterprise projects.

A summary of important components of the construction management work is as follows: Construction Management for this project differs from other city projects because of the CDOT and FHWA oversight. The City must manage this project as if it were a federal project. While this list is not all inclusive, federal oversight includes documentation of the following ongoing activities:

• Contractor employee interviews and thorough review of certified payrolls pursuant to Davis Bacon
• Equal Employment Opportunity (EEO) compliance, including a minimum of four (4) employee interviews a month
• Associated forms documenting the interviews to be submitted to the state
• All steel materials are required to be Buy America and the chain of custody must be documented for all steel items. These include:
o Nuts and bolts
o Rebar in the inlets and manholes
o Guardrail
o Bridge girders
o Etc.
• Verification of Subcontractor documentation (insurance, qualifications, etc.)
• Pay Application verification and submittals
• Requests for Information
• Contract Modifications/Change Orders
• Stormwater and Erosion Control oversight
• Traffic Control review and approvals

This documentation is required above and beyond the day to day observations necessary for this project. In addition to this oversight, this project also includes a specialized review of the following:
• Steel Girder Fabrication (Completed)
• The Accelerated Bridge Construction (ABC) lateral slide (Completed)
• Micropile Installation (Completed)
• Ground Nails (Completed)
• Temporary shoring (Completed)
• Safety Critical Construction activities (In Progress)
• Soil condition and testing (In Progress)
• Concrete specifications and testing (In Progress)
• Utility Conflicts (In Progress)
• Temporary and permanent utility relocations, including implementation of a contractor designed temporary sanitary main that serves the local residents (Completed)

Since the contractor has been delayed in the completion of this project, additional construction management hours are necessary through the completion and closeout of this project. Proper construction management is critical for making sure that this project is being constructed in compliance with the plans and specifications. This compliance is critical to our project. The CM team also completes the documentation requirements associated with federal funding sources. Ensuring compliance is crucial. If items are found to be out of compliance, they may not qualify for federal funding reimbursements, and the City could potentially forfeit some of the grant funding that has currently been obtained.

Issues: HDR will run out of contract funding by the 19th. They have told City staff that they will leave the project if an amendment is not approved.

Our City attorney preserves all rights to recover costs under the contract.

Staff Recommendation: Staff recommends approval of the contract changes and additional fees related to the Construction Management because of the complexity and strict schedule of this project that is already underway and nearing completion.

January 9, 2019

Jessica Bowser, PE
Assistant City Engineer
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Subject: 27th Street Bridge Construction Management & Materials Testing Contract (BD #2018 – 035)
Amendment & Time Extension Request due to Construction Contract Late Completion

Dear Jessica:

The Construction Management and Materials Testing labor needs are primarily driven by the construction contractor's work schedule and their ability to complete the work in a satisfactory manner. HDR and our subconsultant, Yeh & Associates, perform the inspection, materials testing work and project documentation process to support the City's obligation to meet Federal Highway Administration (FHWA) guidelines and audit process. Our work toward that goal is ongoing throughout the project and it is all formally compiled after the contractor's field work is complete and the project is accepted. The CM Contract Scope of Services includes:

"Submittal of Final Documentation
Final documentation shall be submitted to the City Engineer within 20 working days after project acceptance. All Certificates of Compliance and Certified Test Reports shall be included as a part of the final documentation for any inspected work. All CDOT Local Agency Requirements will be fulfilled by the Project Engineer at project closeout. A completed Form 250 shall be submitted to the Project Engineer 10 working days after the consultant has been notified of final quantities. Failure to submit final documentation as required may result in withholding any and all consultant payments due, until this material is received."

The Contract Amendment request that HDR submitted in late October included a labor forecast that was based on the construction contractor's then-forecasted completion of contract work activities, including punch list items, by December 20, 2019. HDR assumed a two-week period for final documentation after the holiday break and that period was forecast to end in mid-January 2020. We have conserved resources to the best of our ability but we are forecasting the exhaustion of funds before the end of January 2020. The construction contractor's completion date has slipped and HDR respectfully requests a Revision to Contract Amount to allow our team to complete the field inspection and testing work and complete the final documentation package for FHWA Compliance.

The most recent Construction Schedule shows project completion on January 31, 2020 and the attached labor forecast includes additional contingency time (that will not be billed if it is not required).

The current Completion Date for the HDR CM Contract is February 29, 2020.

HDR and Yeh & Associates respectfully request that this be revised to March 31, 2020.

hdrinc.com

1670 Broadway, Suite 3400, Denver, CO 80202-4824
(303) 764-1520

January 9, 2020

The requested contract cost increase is $86,440.75 for HDR and $13,465.00 for Yeh & Associates, for a total increase of $99,905.75. This estimate is based on settlement of any and all contract issues between the City and the Construction Contractor, at the project level (without having to escalate in accordance with CDOT specifications to a formal Dispute Review Board in accordance with Specification 105.22 "Disputes and Claims for Contract Adjustments).

When approved, HDR's Construction Management & Materials Testing Contract amount will total $1,752,003.55, which is approximately 17% of the awarded construction contract value, and lower than typical CDOT Bridge Enterprise project values.

HDR appreciates your timely consideration of this request, as always, please do not hesitate to reach out to discuss as you may wish.

Sincerely,

HDR Engineering, Inc.

Joseph T. Elsen

Joseph T. Elsen, PE
Project Manager

Bruce Tonilas

Bruce Tonilas, PE
Project Principal

Attachments:

A: Summary of HDR and Yeh & Associates Requested Additional Costs
B: Breakout of HDR and Yeh Estimated Construction Management (CM) Costs
C: Breakout of HDR and Yeh Estimated Finals Documentation Costs
D: Breakout of HDR and Yeh Estimated Audit Support Costs
E: Yeh & Associates Request for Additional Contract Funding and Time Extension

hdrinc.com

1670 Broadway, Suite 3400, Denver, CO 80202-4824
(303) 764-1520

Attachment A
Summary of HDR and Yeh & Associates Requested Additional Costs

Current Contract Fee Amount	**$**	**1,652,097.80**
Billed to Date thru 12/28/2019	**$**	**1,559,139.55**
Remaining Contract Fee:	**$**	**92,958.25**

HDR Estimated Remaining	**$**	**78,545.74**
Yeh & Associates Estimated Remaining	**$**	**14,412.51**
	$	**92,958.25**

		HDR		**Yeh**
CM Estimate through Final Completion	$	131,834.00	$	7,645.00
Finals Documentation Estimate	$	42,715.00	$	4,320.00
Audit Support Estimate	$	4,850.00	$	1,500.00
Total Estimated Cost to complete	$	179,399.00	$	13,465.00

Estimated Remaining Costs		
CM Estimate through Final Completion	$	139,479.00
Finals Documentation Estimate	$	47,035.00
Audit Support Estimate	$	6,350.00
Total Estimated Cost to complete	**$**	**192,864.00**

Remaining Contract Fee	$	92,958.25
Estimated Cost to Complete	$	192,864.00
Budget Shortfall (Requested Additional)	**$**	**(99,905.75)**

Assumption: Project Closeout/Final Documentation Phase completed by 3/15/2020 including issue resolution.

Current Contract Amount:	$	1,652,097.80	
Requested Amended Contract Amt:	$	1,752,003.55	
	$	99,905.75	(checks)

Attachment B
HDR CM Estimate through Final Completion

	Best case completion (1/19/2020)					Worst Case Completion (2/16/2020)					
	WEEK BEGINNING										
	12/29/2019	1/5/2020	1/12/2020	1/19/2020	1/26/2020	2/2/2020	2/9/2020	2/16/2020	Total Hours	Contract Rate	Amount
Starrett, Tiffany R	1	1	1	1	1	1	1	1	8	$ 105.00	$ 840.00 Tiffany
Tonilas, Bruce J	0	1	12	15	6	3	2	1	40	$ 250.00	$ 10,000.00 Bruce
Peter, Casey S	16	40	40	40	40	40	40	20	276	$ 164.00	$ 45,264.00 Casey
Elsen, Joseph T	12	24	12	12	10	10	10	10	100	$ 185.00	$ 18,500.00 Joe
Frazier, Jack K	18	40	40	40	30	40	40	40	288	$ 112.00	$ 32,256.00 Jack
Tipton, Alex Eric	18	0	24	40	40	40	40	40	242	$ 87.00	$ 21,054.00 Alex
Kirk, Norman	0	0	8	4	2	2	0		16	$ 245.00	$ 3,920.00 Norm
									970		

Summary, CM labor for worst case contractor performance $ 131,834.00

Yeh Requested Additional Amount: $ 7,645.00

Subtotal, Remaining cost, CM Services $ 139,479.00

NOTES

1 Time suspension ended at noon 1/2/2020

2 Contractor completion of field work and punch list - best case: 1/25/2020 & worst case 2/24/2020

3 Amounts forecast exclude dispute resolution (above project level) related to final cost and schedule

Attachment C
HDR Finals Documentation Estimate

	WEEK BEGINNING											
	12/29/2019	1/5/2020	1/12/2020	1/19/2020	2/23/2020	3/1/2020	3/8/2020	Total Hours		Contract Rate	Amount	
Starrett, Tiffany R	~~1~~	~~1~~	~~1~~	~~1~~	1	1	1	3		$ 105.00	$ 315.00	Tiffany
Tonilas, Bruce J	~~0~~	~~1~~	~~5~~	~~16~~	2	2	1	5		$ 250.00	$ 1,250.00	Bruce
Peter, Casey S	~~16~~	~~40~~	~~40~~	~~40~~	40	40	40	120		$ 164.00	$ 19,680.00	Casey
Elsen, Joseph T	~~12~~	~~32~~	~~30~~	~~24~~	10	10	10	30		$ 185.00	$ 5,550.00	Joe
Frazier, Jack K	~~18~~	~~40~~	~~40~~	~~40~~	40	40	0	80		$ 112.00	$ 8,960.00	Jack
Tipton, Alex Eric	~~18~~	~~0~~	~~24~~	~~40~~	40	40	0	80		$ 87.00	$ 6,960.00	Alex
Kirk, Norman	~~0~~	~~2~~	~~4~~	~~2~~	0	0	0	0		$ 245.00	$ -	Norm
								318				

HDR Estimated Cost, Finals Documentation	**$ 42,715.00**
Yeh Estimated Cost, Finals Documentation	**$ 4,320.00**
Estimated Cost, Finals Documentation:	**$ 47,035.00**

NOTES

1 Time suspension ends January 1, 2020. Work resumes on January 2, 2020
2 Contractor completion of field work and punch list - best case: 1/25/2020 & worst case 2/24/2020
3 Finals Documentation is anticipated to start the week beginning on 2/23/2020
4 Finals Documentation may occur to a minor extent during inclement weather prior to Final Completion
5 Estimate to complete Finals Documentation does not include reconciliation of time, cost disagreements, if applicable

Attachment D
HDR Audit Support Estimate

	Total Hours								Total Hours		Contract Rate	Amount	
Starrett, Tiffany R	2								2		$ **105.00**	$ **210.00**	Tiffany
Tonilas, Bruce J	1								1		$ **250.00**	$ **250.00**	Bruce
Peter, Casey S	20								20		$ **164.00**	$ **3,280.00**	Casey
Elsen, Joseph T	6								6		$ **185.00**	$ **1,110.00**	Joe
Frazier, Jack K	N.A.								0		$ **112.00**	$ -	Jack
Tipton, Alex Eric	N.A.								0		$ **87.00**	$ -	Alex
Kirk, Norman	N.A.								0		$ **245.00**	$ -	Norm
												$ -	
									29		**Estimated HDR cost, Audit Support**	$	
											Estimated Yeh Cost, Audit Support	$	
											Subtotal, Estimated Audit Support	**$ 6,350.00**	

NOTES

1 Total hours could be spread over several weeks

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

1525 Blake Avenue
Glenwood Springs, CO 81601
970-384-1500 • www.yeh-eng.com

January 6, 2020 Project No. 218-163

Joe Elsen, P.E.
HDR
1670 Broadway
Denver, Colorado 80202
Joseph.Elsen@hdrinc.com

Subject: Requested Cost Estimate Increase, Observations and Material Testing Services, Year 2020, 27th Street Bridge Construction Project, Glenwood Springs, Colorado

Dear Mr. Elsen:

We understand that due to project delays anticipated completion of the 27th Street Bridge Project will extend into 2020. We anticipate our original budget to be depleted by January 3, 2020. Additional services for project completion will incur additional fees and this letter is a request for a budget cost increase and contract time extension.

Project Description: Anticipated additional services include construction observation, field and laboratory materials testing, and documentation assemblage assistance. We understand that due to project delays, project completion is estimated to occur in January or February of 2020. We anticipate that documentation assemblage assistance and concrete strength break results may occur into March of 2020. Based on the information provided for remaining services to complete the 27th Street Bridge and surrounding Grand Avenue improvements, we have the following additional cost estimate for services during the period January to March, 2020.

Proposed Costs: We are providing a technician hour cost estimate based on our understanding of remaining work to be completed. Visits will be performed by either a project engineer from our Glenwood Springs office, or a Technician 1 from our Grand Junction office. We estimate 30 visits for the project. Estimated costs also include laboratory time. Technician Supervisor time will include compiling documentation for the CDOT Form 250 assemblage. We have included project management time to oversee the project, attend meetings, and review field test results. We estimate the following approximate costs for the project:

Yeh Project Time		Estimated Hours	Cost
Kevin Dye	Staff Engineer @ $80/hour	20	$ 1,600
Scott Pauley	Technician 1 @ $50/hour	100	$ 5,000
Sharon Shanks	Technician Supervisor @ $100/hour	40	$ 4,000
Scott Richards	Senior Project Manager @ $160/hour	10	$ 1,600
Mileage (20 mi @ $0.55/mi for 15 local visits)		300 miles	$ 165
Mileage (200 mi @ $0.55/mi for 10 remote tech 1 visits)		2,000 miles	$ 1,100
Estimated Total Cost			**$ 13,465**
Existing Contract Amount			**$148,120**
New Contract Requested Amount Total			**$161,585**

The above scope of work and costs are estimated based on our understanding of the remaining services for project completion. Allocated hours and mileage may vary depending upon availability and project schedule. Original rates will be honored for requested services and will not be adjusted to our current 2020 rates. Estimated costs are for quality assurance testing only, estimated as up to 4 hours a day. If quality control testing or hours exceeding a 4 hour day is requested, additional costs may be incurred. The above estimate is our ***not to exceed*** project cost under the conditions described herein. However, if additional site visits or hours are requested beyond our estimations, additional costs may be incurred. We respectfully request 24 hours' notice be given prior to services being needed. If requested, additional materials testing and geotechnical engineering services can be provided at an additional fee.

We appreciate the opportunity to work with you and your consideration of our estimated budget and contract time needs. We are available to discuss the details of this letter with you at any time. If you are in agreement with the requested changes to the contract amount total, please sign and return this page of the document as a notice to proceed with our services.

Sincerely,

YEH AND ASSOCIATES, INC.

Scott W. Richards, P.E., P.G.
Senior Project Manager

Client agrees to the increased budget request as described above and contract time extension through March 31, 2020, under the existing contract conditions.

By: ____

____
(printed)

Title: ____

Date: ____

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: Public Information Presentation

Action Requested:

Department: City Administration

Presented By:

Background Info:

Issues:

Staff Recommendation:

Public Information

Ways for the community to become informed and engaged

CITY OF GLENWOOD SPRINGS COLORADO

Then and now

Before 2016

- Lack of City social media accounts, except for YouTube
- No designated person(s) for public information
- Press releases and website only method of information distribution
- Lack of photos for digital or print content
- Lack of translation and interpretation of meetings and materials

Late 2016-2019

- Creation of the PIO position
- Facebook, Twitter, Instagram, and Nextdoor accounts
- Increased focus on information distribution through website subscriptions, projects page, newsletters, open house meetings
- Regional collaboration with other municipalities and organizations
- Increased focus of translation and interpretation from English to Spanish
- Photos and video content of the city, events, etc.

CITY OF GLENWOOD SPRINGS COLORADO

Public input meetings in 2019

- Vacation Rental Public Workshop
- Davis Drive Neighborhood Meeting
- North Landing Site Options Public Meeting
- South Bridge Environmental Assessment Public Meeting
- 27^{th} Street Bridge River Users Meeting
- 27^{th} Street Bridge Info Meeting x2
- Sayre Park Master Plan Community Open House
- The Whole Shebang
- Three Mile Creek Confluence Planning Project
- Meet and Greet with Police Chief Finalists
- Cedar Crest Neighborhood Meeting x2

CITY OF GLENWOOD SPRINGS COLORADO

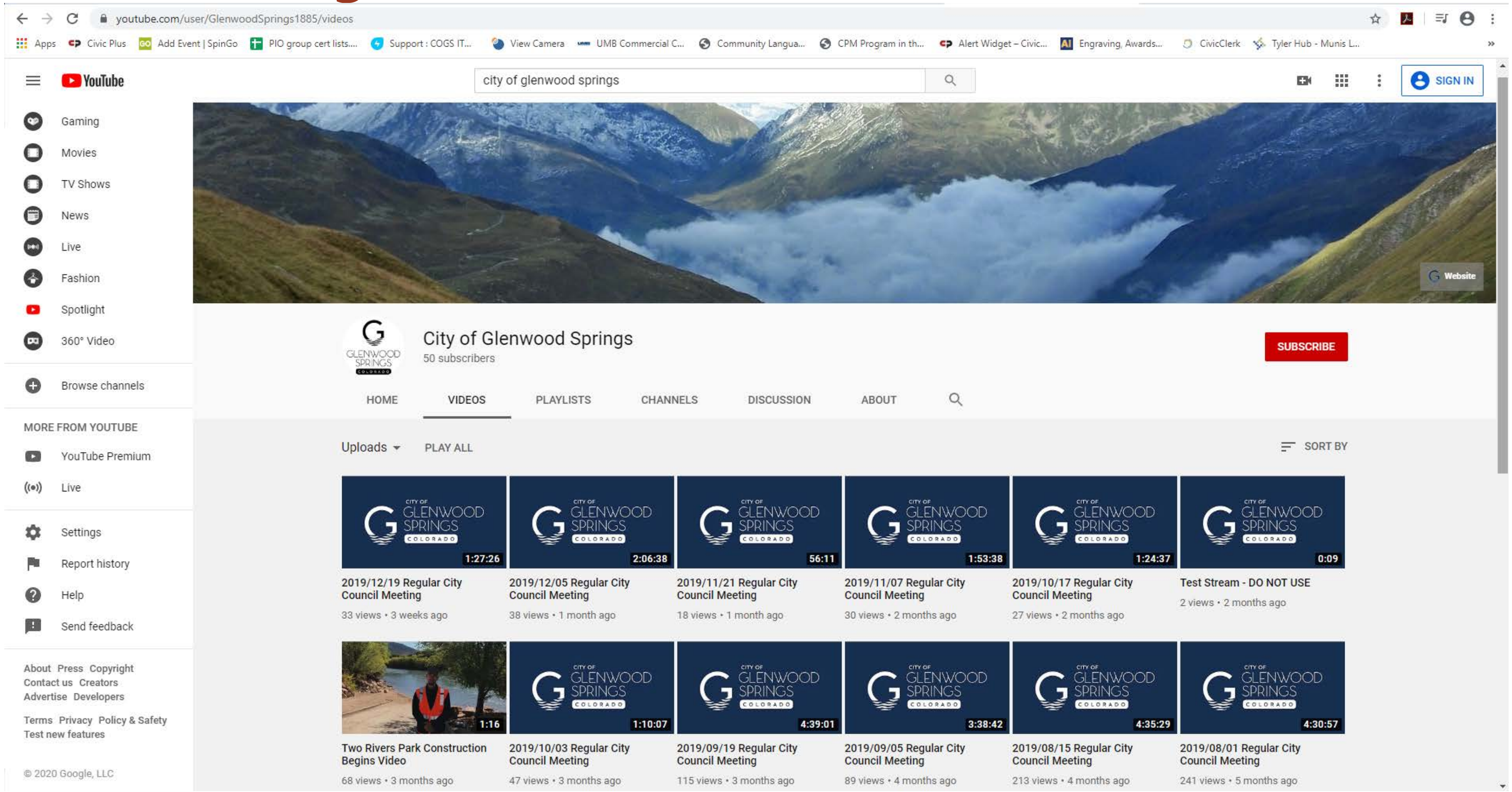
CITY OF
GLENWOOD
SPRINGS
COLORADO

Community events in 2019

- 27th Street Bridge Groundbreaking Ceremony
- May the Fourth
- Renewable Electric Event
- Certified Smart Cyclist Course
- Bicycle Friendly Driver Course
- Hanging Lake Ribbon Cutting
- Fourth of July Celebration
- RiverFEST
- Aviation Expo
- Oktoberfest
- Bethel Plaza Dedication
- North Landing Sculpture Dedication
- Small Business Saturday
- A Grand New Years
- Fridays on 7th

City Council Meetings

- Attend City Council meetings in person or stream the meeting on our YouTube channel



CITY OF GLENWOOD SPRINGS COLORADO

City Council Meetings

- View agendas and minutes for City Council, boards, and commissions meetings online

Ongoing Projects

- Stay up to date on projects throughout the Glenwood Springs at www.cogs.us/projects

Sign up for email or text notifications

- www.cogs.us/notifyme
    - Choose what you want to be notified about:
        - Agendas and minutes for boards and commissions
        - Events and calendar items
        - Bid postings
        - Job openings
        - News flashes

CITY OF GLENWOOD SPRINGS COLORADO

CONE ZONE

Follow official City social media accounts and message or comment with questions or concerns

@GlenwoodSpringsCO

City of Glenwood Springs

@CityofGWS

@glenwoodspringscolorado

CITY OF GLENWOOD SPRINGS COLORADO

Get engaged

- Attend City Council meetings and speak during public comment
  - Evening meetings now begin at 6:15 PM
- Attend monthly Coffee with Council events
  - New this month, planned for 3rd Thursday of each month
- Submit questions or concerns through our website on the online general comment form
- Reach out to City Councilors directly
  - Phone number and email address on website
- Volunteer on a board or commission

Behind the scenes

- Approval of PIO position
- Participation in the Garfield County PIO Group
- FEMA trainings and emergency preparedness
- Event planning and preparation
- Press releases and coordination with local media
- Website accuracy and timeliness
- Assistance to other departments
- Projects like Hanging Lake and Broadband
- Outreach to specific groups or neighborhoods
- Outreach to businesses and specific stakeholders
- Fact sheets

CITY OF GLENWOOD SPRINGS COLORADO

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2020

Agenda Item: Council Norms

Action Requested:

Department: City Administration

Presented By:

Background Info:

Issues:

Staff Recommendation: