AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MAY 21, 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.

ZOOM INSTRUCTIONS

1. You are invited to a Zoom webinar.
   When: May 21, 2020 06:15 PM Mountain Time (US and Canada)
   Topic: 2020/05/21 Regular Council Meeting

   Please click the link below to join the webinar:
   https://us02web.zoom.us/j/89013512010

   Or iPhone one-tap :
   US: +12532158782,,89013512010# or +13462487799,,89013512010#
   Or Telephone:
   Dial(for higher quality, dial a number based on your current location):
   US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
   Webinar ID: 890 1351 2010
   International numbers available: https://us02web.zoom.us/u/kbnCsDrPCi

REGULAR SESSION

6:15pm	2.	Roll Call	Quorum
	3.	Pledge of Allegiance	
	4.	Agenda Changes & Conflicts	Information
6:20pm	5.	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	Information
6:25pm	6.	Council Decorum and Expectations	
6:35pm	7.	Council Comments	
6:40pm	8.	COVID-19	Discussion and/or Action
6:45pm	9.	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.

A. Consideration of a Right-of-Way Encroachment License to construct an underground snow melt system in the Laurel Street right-of-way associated with the Antler's Motel, 205 Laurel Street.

B. Ordinance 10, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado Regarding Section 020.010.020 of the Municipal Code to Temporarily Reduce the Compensation for City Council Members and the Mayor during the COVID-19 Pandemic (SECOND READING)

C. Ordinance No 11, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs Amending Section 040.020.170 of the Glenwood Springs Municipal Code that Provides for an Additional Economic Incentive Program Option for New Development, to Extend the Sunset Provision for Two Years to July 15, 2022 (SECOND READING)

D. Steel Structure Material Award for Cardnell Substation

ACTIONS AND/OR PRESENTATIONS

6:50 pm	10.	Blue Star Recycling	Information/Discussion
7:00pm	11.	Midland Avenue Asphalt Award	Discussion and/or Action
7:10pm	12.	Ordinance No. 12, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 040.010.010 s of the Glenwood Springs Municipal Code related to Sales Tax Collection from Online Retailers (SECOND READING)	
7:15pm	13.	Ordinance 14, Series of 2020; An Ordinance of the City of Glenwood Springs, Colorado, Acting By and Through its's Utility EnterprIse, Approving a Loan, Evidenced by a Promissory Note, to Finance Broadband Capital Improvements for Use in its Electric Facility Activities; Approving the Note Form and Loan Repayment from the Operation of the Electric Facilities; and Providing Other Details and Approving Documents Relating to the Loan (FIRST READING).	Discussion and/or Action
7:20pm	14.	2020 Budget Enterprise Funds, Fleet and Street Tax	Discussion and/or Action
7;30pm	15.	Resolution 2020-22; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Amending it's Local Disaster Declaration to Provide for the Administrative Modification of Liquor Licenses Premises to Facilitate Outdoor Dining within the City's Rights-of-Way	Discussion and/or Action
7:35 pm	16.	Report from City Administration A. City Manager B. City Attorney C. Correspondence Incoming/Outgoing	Information/Discussion
7:35pm	17.	Adjournment	

City Council Report

Date	May 21, 2020
To:	City Council
From:	Gretchen Ricehill, Asst. Director
Subject	Planning File #16-20 Right-of-Way Encroachment License

REQUEST	Consideration of a Right-of-Way Encroachment License to construct an underground snow melt system in the Laurel Street right-of-way associated with the Antler's Motel, 205 Laurel Street.
APPLICANT	Aaron Kuhns, Advantage IS Owner's representative
OWNER	RM1 Antlers LLC
LOCATION	205 Laurel Street
ZONE	M1-Mixed Use Corridor

REQUIRED ACTION

Action 1:

Consideration of a Right-of-Way Encroachment License to construct an underground snow melt system in the Laurel Street right-of-way associated with the Antlers Motel, 205 Laurel Street.

> Staff recommends **approval** of the Right of Way Encroachment request with findings and conditions found on page 2 of this report.

SUMMARY

The owners of the Antlers Motel are in the process of remodeling and updating the buildings on their property and request permission to install a snow melt system under their driveway along Laurel Street. The proposed area of encroachment is 24.52 feet wide by approximately 10 to 15 feet long, and shown in the attached exhibit.

The Municipal Code requires that all encroachments of one foot or greater be reviewed and approved by City Council. In reviewing the encroachment, Council shall consider whether or not the proposed encroachment -

- furthers the city's land use and utility goals and objectives;
- could be reasonably accommodated on the applicant's own property and outside of the city's right of way;
- compromises public safety, health and welfare of the community;
- compromises access to other public and/or private lands; and
- is necessary based on hardship by the applicant.

The Code does not require that encroachment requests meet all of the above criteria. To be clear, the proposed encroachment does not necessarily further the city's land use and utility goals or objectives. Nor is it necessarily based on hardship by the applicant. The snowmelt system is simply designed to provide the owners and visitors an ice-free driving and walking surface on a driveway that extends into the city's Laurel Street right-of-way. The system is entirely located under the driveway, so it does not pose a safety issue or compromise access to adjacent public or private property.

The application was submitted to the City's departments for review and comment. No concerns were expressed about the encroachment.

ACTION ALTERNATIVES

Council may take one of two actions:

- Approve the License to Encroach; or
- Deny the License to Encroach

Staff Recommendation

Staff recommends **approval** of the Right-of-Way Encroachment request with findings and conditions found on page 2 of this report.

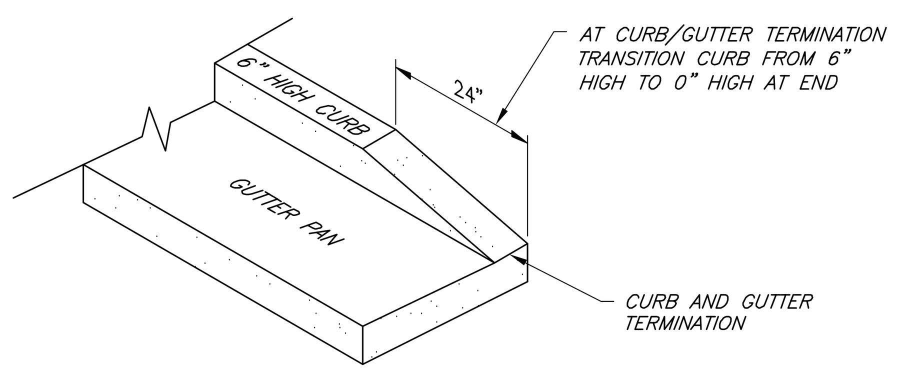
Recommended Findings:

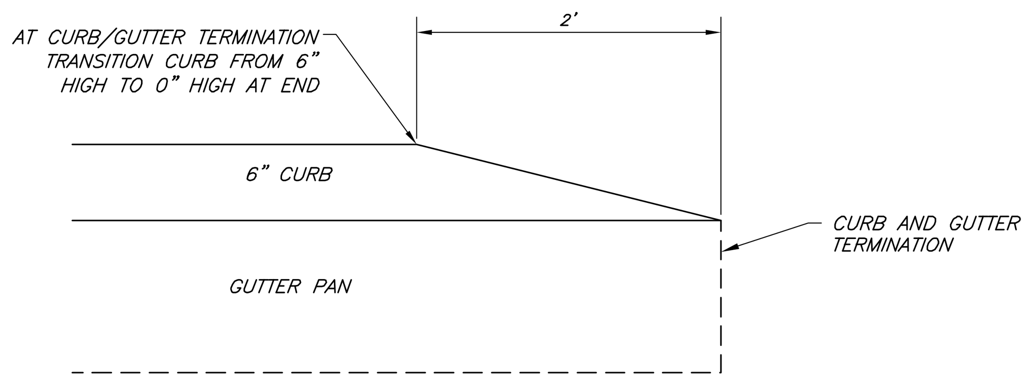
City Council considered the right-of-way encroachment license approval criteria as enumerated in Municipal Code section 070.060.050(f) and found:

1. The encroachment does not compromise public safety, health or welfare of the community.
2. The encroachment does not compromise access to other public and private property.
3. The encroachment cannot be reasonably accommodated on the applicant's own property as the private driveway extends into the city's right-of-way to connect with the Laurel Street travel lane.

Recommended Conditions:

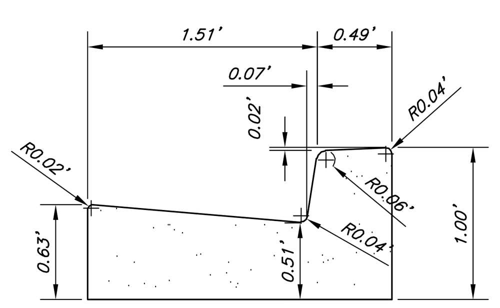
1. Following construction, the applicant or owner shall provide an as-built survey of the snowmelt system. The survey shall include a written legal description of the right-of-way encroachment.
2. Prior to the issuance of the certificate of occupancy associated with building permit #181201, the owner shall enter into a License agreement with the City of Glenwood Springs and provide proof of liability insurance per the requirements of Municipal Code section 070.060.050(f)(3).





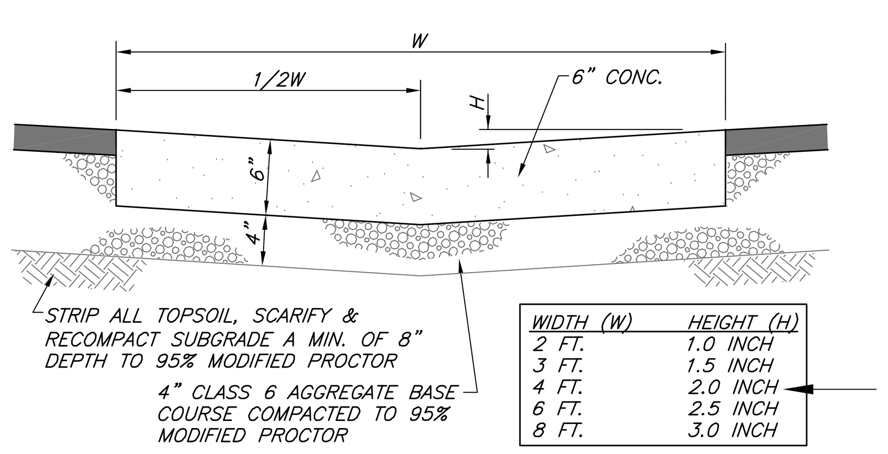
2' CURB TAPER DETAIL

NOT TO SCALE



STANDARD 24" CURB & GUTTER

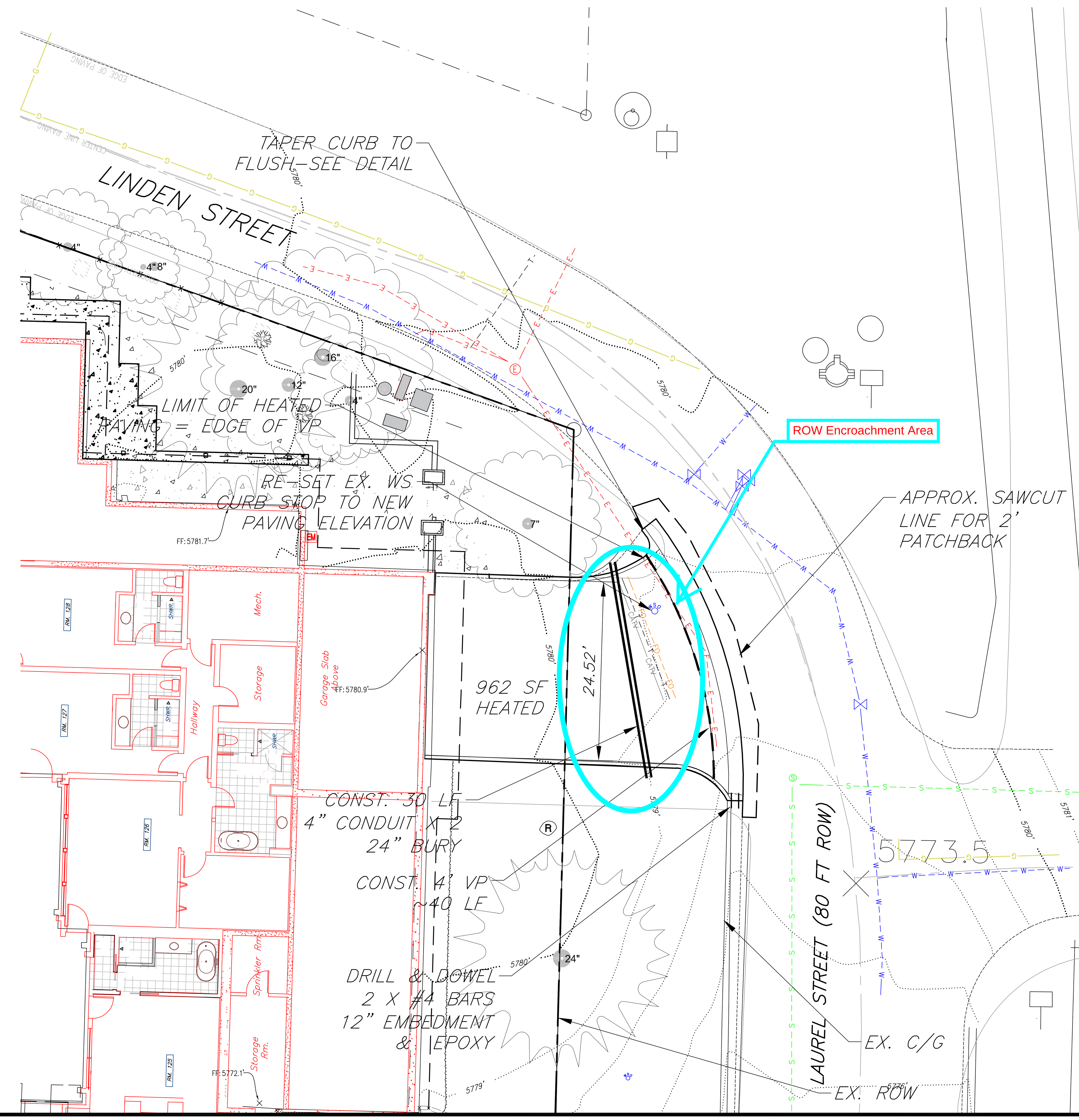
SCALE: 1" = 1'-0"



WIDTH (W)	HEIGHT (H)
2 FT.	1.0 INCH
3 FT.	1.5 INCH
4 FT.	2.0 INCH
6 FT.	2.5 INCH
8 FT.	3.0 INCH

VALLEY PAN DETAIL

SCALE: 1"= 1'-0"



Graphic Scale

0 5 10 20

In Feet: 1" = 10'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Antlers Residence
Glenwood Springs, CO

#	Revision	Date	By

Project Milestone: Preliminary Not For Construction

Job No.	2017-259.001
Drawn by:	WC
Date:	10/11/2017
QC: --	PE: JWH
File:	Antlers-Linework-BM

Title:

Erosion Control Best Management Practices

Dwg No.

C.6.004

Of : 18

LAND USE APPLICATION

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

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

Applicant/Property Owner Information:

Applicant	Aaron Kuhns	Owner	RHI 1 Antlers, LLC
Relationship to Owner	Owner's Representative	Owner	By: Richmark Holdings, Inc., Manager By: Arlo Richardson, President
Applicant Address	11466 Hwy 325 #7, Rifle, CO 81650	Owner Address	5200 W 20th Street, Greeley, CO 80634
Phone	970-379-1125	Phone	970-352-9446
Email Address	ADVantageIS@live.com	Email Address	jamie@richmarkcompanies.com

Property Information:

Address	205 Laurel, Glenwood Springs, CO 81601	Parcel Number	218509134002
Subdivision	Antlers	Lot and Block Number	Lot 1 Block 1
Zone District	C-1	Existing Land Use	Commercial, Residential

General Project Description:

See plans submitted by SGM for narrative

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be property noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.

	Date
Aaron Kuhns	4-15-20
Applicant	Date
	4/14/20
Owner	Date
Owner	Date

State Documentary Fee
Date: January 08, 2015
$ 761.80

Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on **January 08, 2015** by **MARJON CORPORATION A/K/A MARJON CORP.** A COLORADO CORPORATION Grantor(s), of the County of **GARFIELD** and State of **COLORADO** for the consideration of **($7,618,000.00)** *** **Seven Million Six Hundred Eighteen Thousand and 00/100** *** dollars in hand paid, hereby sells and conveys to **RHI 1 ANTLERS, LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **5200 WEST 20TH STREET, GREELEY, CO 80634**, County of **WELD**, and State of **COLORADO**, the following real property in the County of **Garfield**, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: **171 W 6TH ST,. GLENWOOD SPRINGS CO 81601**

with all its appurtenances and warrants the title to the same, subject to **GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS AND SUBJECT TO THOSE ITEMS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.**

MARJON CORPORATION AKA MARJON CORP., A COLORADO CORPORATION

Mary Margaret Simmons
MARY MARGARET SIMMONS, CO-PRESIDENT

John C. Simmons
JOHN C. SIMMONS, CO-PRESIDENT

JANICE L. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984006618
My Commission Expires April 19, 2016

State of **COLORADO**)
) ss.
County of **GARFIELD**)

The foregoing instrument was acknowledged before me on this day of **January** 8th, **2015**
by **MARY MARGARET SIMMONS AND JOHN C. SIMMONS AS CO-PRESIDENTS OF MARJON CORPORATION AKA MARJON CORP.**, A COLORADO CORPORATION.

Janice L Johnson
Notary Public
My commission expires 4/19/2016

When Recorded Return to: **RHI 1 ANTLERS, LLC, A COLORADO LIMITED LIABILITY COMPANY**
5200 WEST 20TH STREET GREELEY, CO 80634

E-RECORDED

State Documentary Fee
Date: January 08, 2015
$ 761.80

Warranty Deed

(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on **January 08, 2015** by **MARJON CORPORATION A/K/A MARJON CORP.** A COLORADO CORPORATION Grantor(s), of the County of **GARFIELD** and State of **COLORADO** for the consideration of **($7,618,000.00) *** Seven Million Six Hundred Eighteen Thousand and 00/100 ***** dollars in hand paid, hereby sells and conveys to **RHI 1 ANTLERS, LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **5200 WEST 20TH STREET, GREELEY, CO 80634**, County of **WELD**, and State of **COLORADO**, the following real property in the County of **Garfield**, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: **171 W 6TH ST, GLENWOOD SPRINGS CO 81601**

with all its appurtenances and warrants the title to the same, subject to **GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS AND SUBJECT TO THOSE ITEMS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.**

MARJON CORPORATION AKA MARJON CORP. , A COLORADO CORPORATION

Mary Margaret Simmons

MARY MARGARET SIMMONS, CO-PRESIDENT

John C. Simmons

JOHN C. SIMMONS, CO-PRESIDENT

JANICE L. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964006618
My Commission Expires April 19, 2016

State of **COLORADO**)
) ss.
County of **GARFIELD**)

The foregoing instrument was acknowledged before me on this day of **January** 8th, **2015**
by **MARY MARGARET SIMMONS AND JOHN C. SIMMONS AS CO-PRESIDENTS OF MARJON CORPORATION AKA MARJON CORP.** , A COLORADO CORPORATION.

Janice L Johnson

Notary Public

My commission expires 4/19/2016

When Recorded Return to: **RHI 1 ANTLERS, LLC, A COLORADO LIMITED LIABILITY COMPANY**
5200 WEST 20TH STREET GREELEY, CO 80634

EXHIBIT A

A PARCEL OF LAND BEING ANTLERS SUBDIVISION, AND A PORTION OF LOT 1 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GLENWOOD SPRINGS, STATE OF COLORADO; SAID PARCEL LYING NORTHEASTERLY OF SIXTH STREET, SOUTHWESTERLY OF LINDEN STREET AND WESTERLY OF LAUREL STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT AT THE INTERSECTION OF 6TH STREET AND MAPLE STREETS; THENCE N.47 DEGREES 05'53"W. 958.87 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF WEST SIXTH STREET, THE TRUE POINT OF BEGINNING;

THENCE N.28 DEGREES 09'00"W. (RECORD BEARING = N.28 DEGREES 00'00"W.) ALONG SAID RIGHT-OF-WAY 135.00 FEET TO THE SOUTHWEST CORNER OF ANTLERS SUBDIVISION;

THENCE N.28 DEGREES 09'00"W. ALONG THE NORTHEASTERLY LINE OF SAID STREET, ALSO BEING THE SOUTHWESTERLY LINE OF SAID SUBDIVISION, 493.08 FEET;

THENCE S.71 DEGREES 59'17" E. ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY OF LINDEN STREET, 283.01 FEET;

THENCE S.71 DEGREES 31'00"E. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY AND ALONG SAID RIGHT-OF-WAY, 135.33 FEET TO A POINT ON THE EASTERLY LINE OF THE WEST 1/2 OF SAID LOT 1;

THENCE S.73 DEGREES 37'00"E. ALONG SAID RIGHT-OF-WAY 163.09 FEET; THENCE S.70 DEGREES 13'22"E. 136.50 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LAUREL STREET, ALSO BEING THE EASTERLY LINE OF SAID LOT 1;

THENCE S.01 DEGREES 32'00"W. ALONG SAID RIGHT OF WAY AND EASTERLY LINE, 282.30 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NO. 369714 OF THE RECORDS OF GARFIELD COUNTY;

THENCE N.88 DEGREES 38'00"W. ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, 150.00 FEET;

THENCE S.01 DEGREES 32'00"W. ALONG THE WESTERLY LINE OF SAID PARCEL, 58.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NO. 301412 OF THE RECORDS OF GARFIELD COUNTY;

THENCE N.88 DEGREES 38'00"W. ALONG THE SOUTHERLY LINE OF SAID PARCEL, 227.09 FEET (RECORD DISTANCE = 226.60 FEET) TO THE TRUE POINT OF BEGINNING.

COUNTY OF GARFIELD, STATE OF COLORADO

EXHIBIT B

Property Address: **171 W 6TH ST, GLENWOOD SPRINGS CO 81601**

TERMS, CONDITIONS AND EFFECTS OF THE SUBDIVISION AGREEMENT BETWEEN MARJON CORPORATION AND THE CITY OF GLENWOOD SPRINGS RECORDED FEBRUARY 10, 1978, IN BOOK 505 AT PAGE 989 AS RECEPTION NO. 283469 AND AMENDMENT RECORDED NOVEMBER 15, 1978, IN BOOK 518 AT PAGE 935 AS RECEPTION NO. 290055, AND AMENDMENT RECORDED DECEMBER 30, 1981 IN BOOK 589 AT PAGE 497 AS RECEPTION NO. 323105.

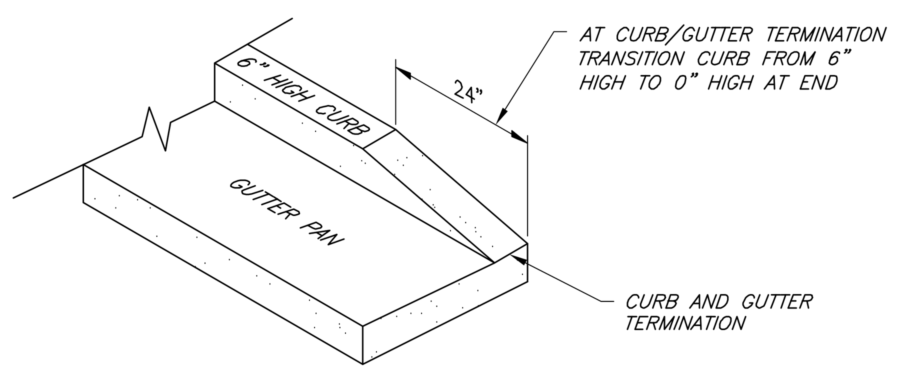
EASEMENTS AS SET FORTH ON PLAT OF THE ANTLERS SUBDIVISION RECORDED FEBRUARY 10, 1978 AS RECEPTION NO. 283470.

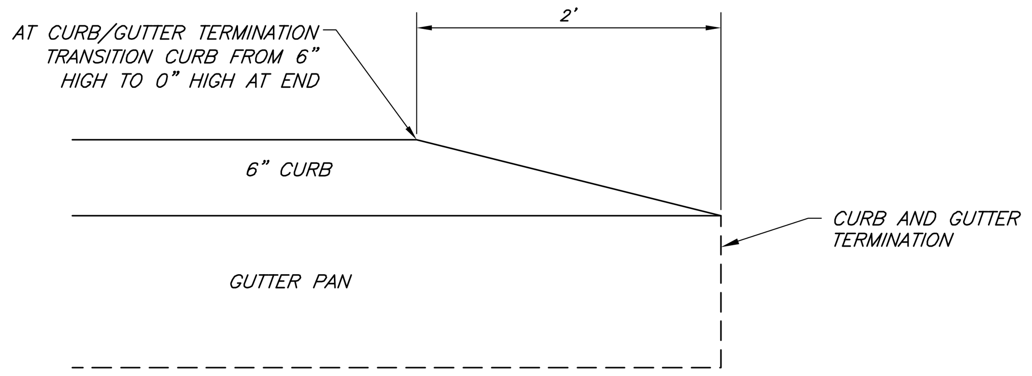
EASEMENTS AND RIGHT OF WAYS FOR PIPELINE AND SEWER ACROSS SUBJECT PROPERTY AS GRANTED IN INSTRUMENTS AS FOLLOWS:
RECORDED MARCH 2, 1950 IN BOOK 248 AT PAGE 569 RECORDED AS RECEPTION NO. 171311
RECORDED MARCH 2, 1950 IN BOOK 248 AT PAGE 572 RECORDED AS RECEPTION NO. 171312
RECORDED MARCH 2, 1950 IN BOOK 248 AT PAGE 576 RECORDED AS RECEPTION NO. 171313
RECORDED MARCH 2, 1950 IN BOOK 248 AT PAGE 579 RECORDED AS RECEPTION NO. 171314
RECORDED MARCH 2, 1950 IN BOOK 248 AT PAGE 582 RECORDED AS RECEPTION NO. 171315
RECORDED OCTOBER 27, 1950 IN BOOK 254 AT PAGE 593 RECORDED AS RECEPTION NO. 173958
RECORDED OCTOBER 27, 1950 IN BOOK 254 AT PAGE 600 RECORDED AS RECEPTION NO. 173959
RECORDED OCTOBER 27, 1950 IN BOOK 254 AT PAGE 607 RECORDED AS RECEPTION NO. 173960
RECORDED OCTOBER 27, 1950 IN BOOK 254 AT PAGE 613 RECORDED AS RECEPTION NO. 173961

TERMS, CONDITIONS AND PROVISIONS OF ZONING VARIANCE RECORDED MARCH 29, 1996 IN BOOK 972 AT PAGE 98.

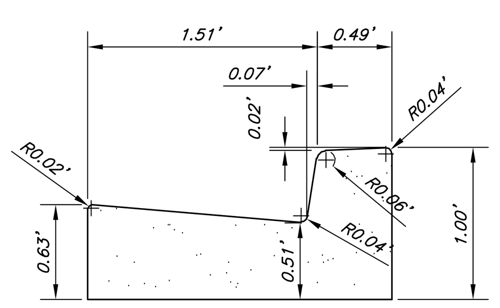
ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT SURVEY PLAT DATED AUGUST 26, 2013, PREPARED BY DIVIDE CREEK SURVEYORS, INC., JOB NO. 13048:

FENCE LINES ARE NOT COINCIDENT WITH PROPERTY LINES.

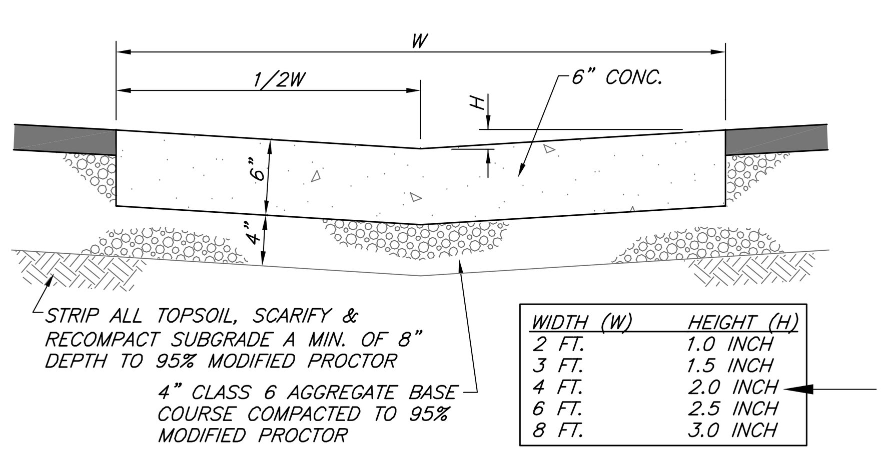




2' CURB TAPER DETAIL
NOT TO SCALE

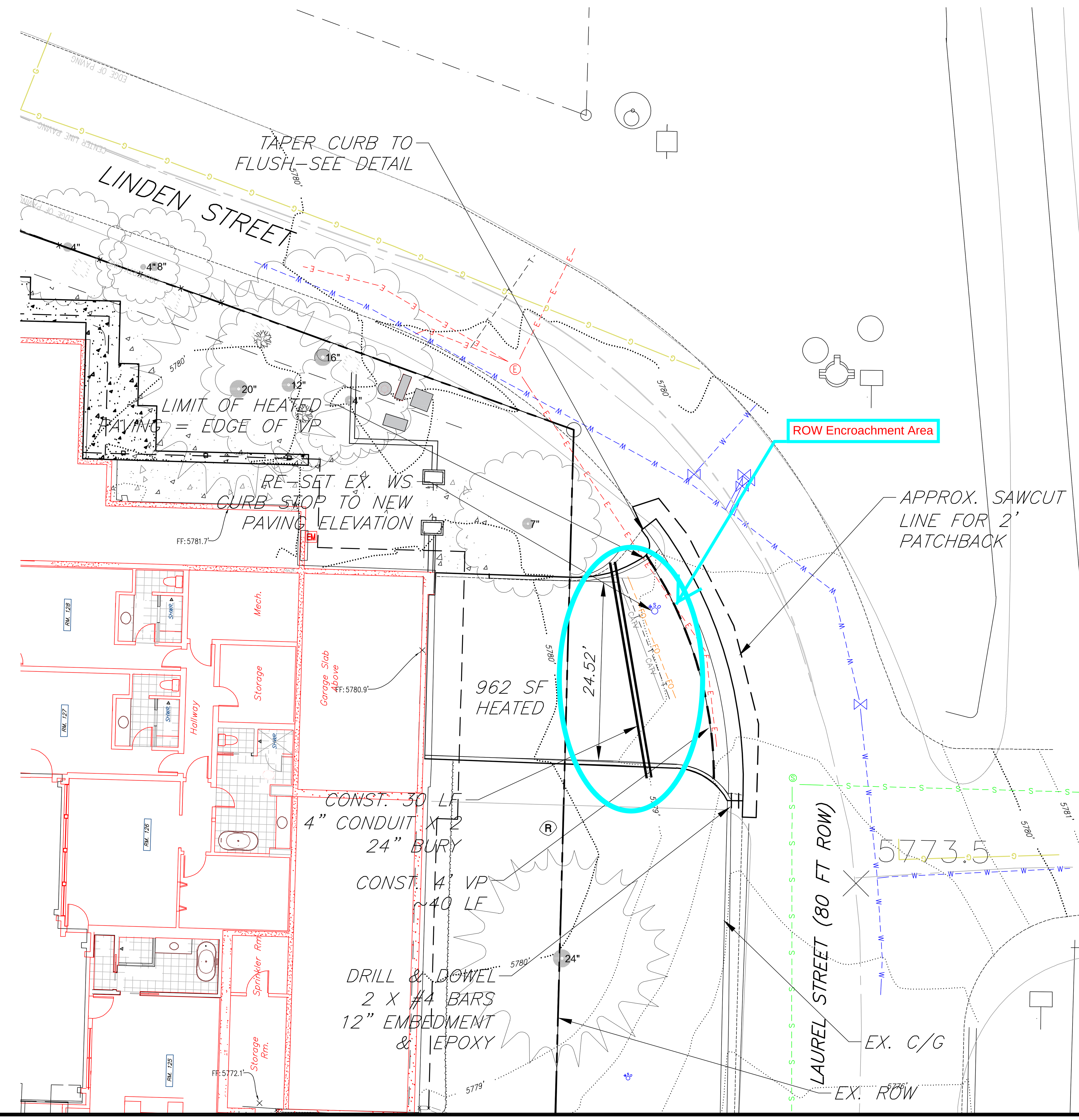


STANDARD 24" CURB & GUTTER
SCALE: 1" = 1-0'



WIDTH (W)	HEIGHT (H)
2 FT.	1.0 INCH
3 FT.	1.5 INCH
4 FT.	2.0 INCH
6 FT.	2.5 INCH
8 FT.	3.0 INCH

VALLEY PAN DETAIL
SCALE: 1" = 1'-0"



Graphic Scale
0 5 10 20
In Feet: 1" = 10'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Antlers Residence
Glenwood Springs, CO

#	Revision	Date	By

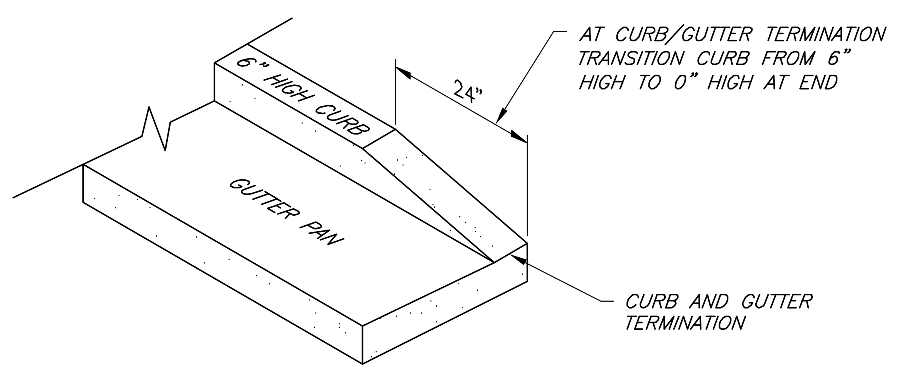
Project Milestone: Preliminary Not For Construction

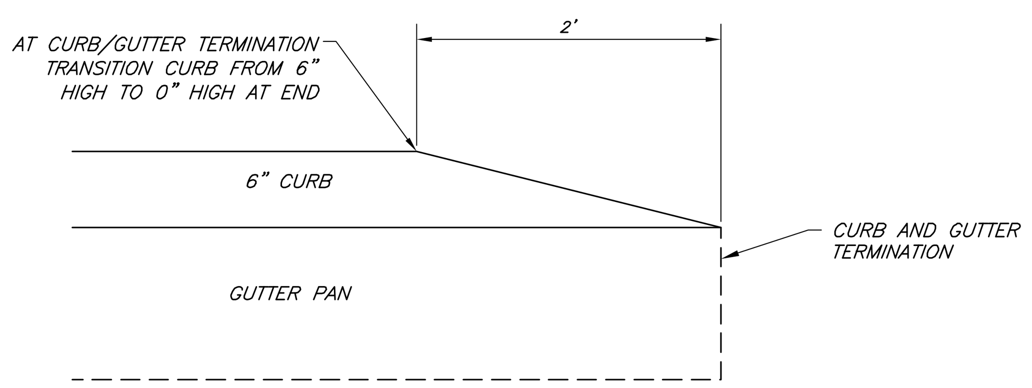
Job No.	2017-259.001
Drawn by:	WC
Date:	10/11/2017
QC: --	PE: JWH
File:	Antlers-Linework-BM

Title:
Erosion Control Best Management Practices

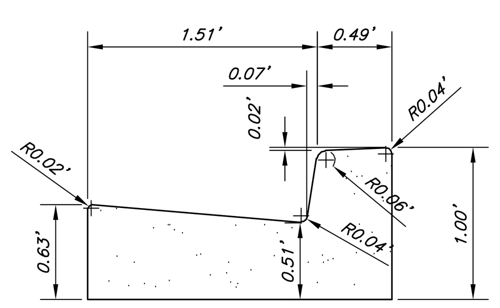
Dwg No.
C.6.004
Of: 18

J:\2019\2019-277-RHI\Antlers\002-CivilSiteSvcs\H-Dwgs\Civil\BaseMaps\Antlers-Linework-BM.dwg Plotted: 4/2/2020 12:53 PM By: Rick Barth

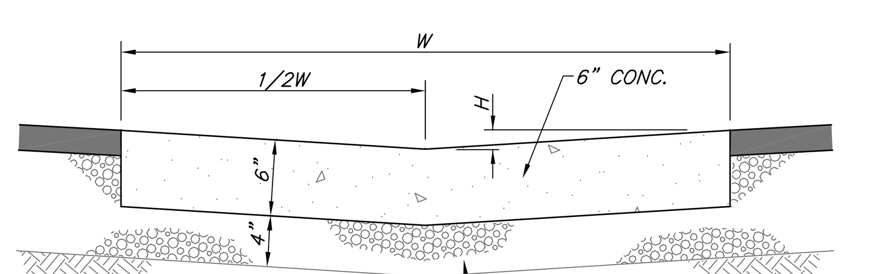




2' CURB TAPER DETAIL
NOT TO SCALE

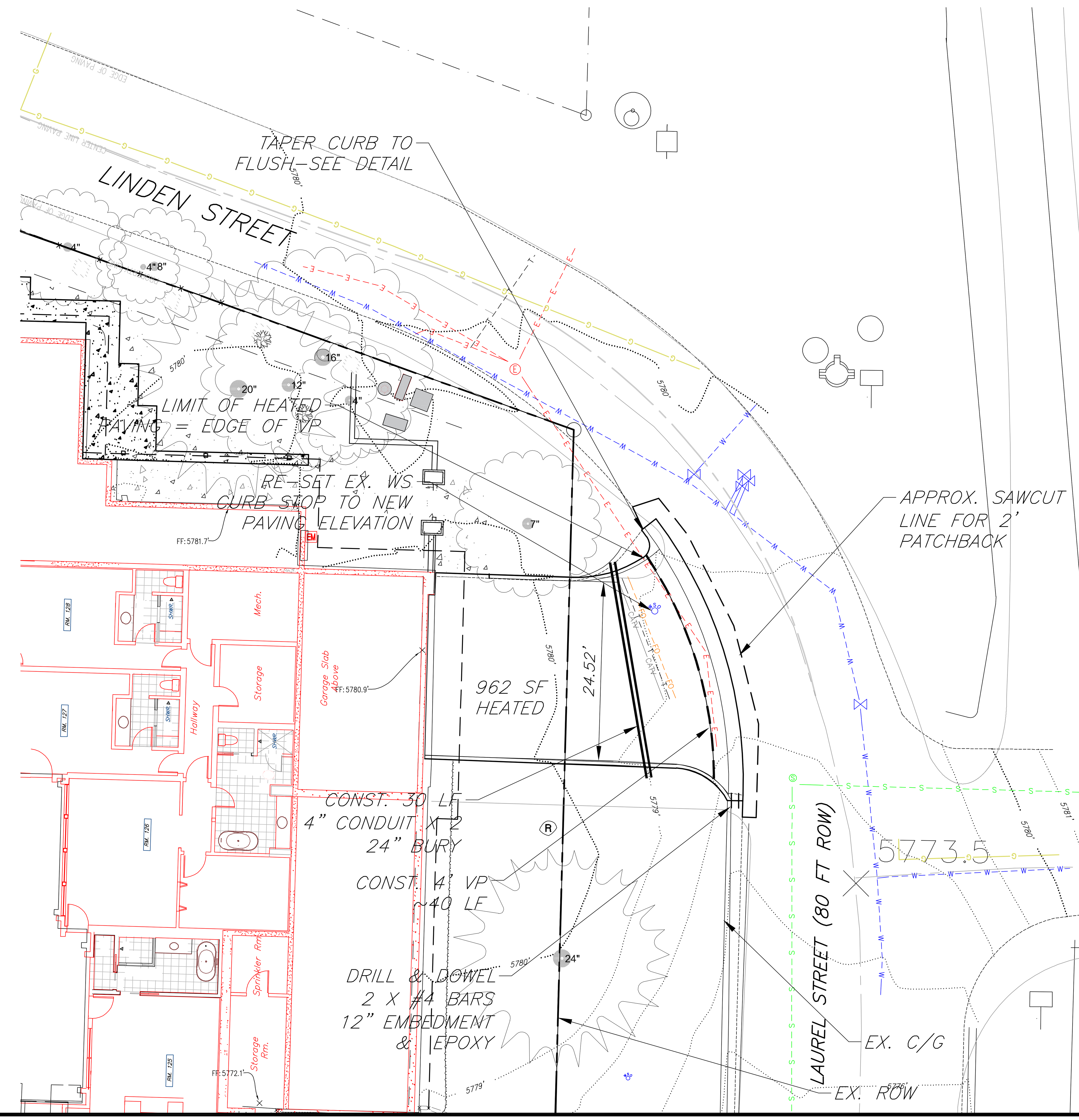


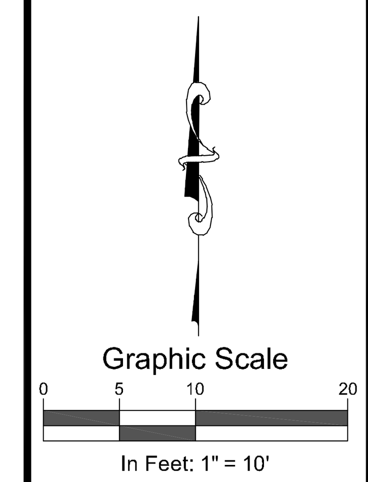
STANDARD 24" CURB & GUTTER
SCALE: 1" = 1'-0"



WIDTH (W)	HEIGHT (H)
2 FT.	1.0 INCH
3 FT.	1.5 INCH
4 FT.	2.0 INCH
6 FT.	2.5 INCH
8 FT.	3.0 INCH

VALLEY PAN DETAIL
SCALE: 1"= 1'-0"





SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Antlers Residence
Glenwood Springs, CO

#	Revision	Date	By:
1			

Project Milestone: Preliminary Not For Construction

Job No.	2017-259.001
Drawn by:	WC
Date:	10/11/2017
QC: --	PE: JWH
File:	Antlers-Linework-BM

Title:
Erosion Control Best Management Practices

Dwg No.
C.6.004
Of : 18

r:\2019\2019-277-RH\Antlers\002-CivilSiteSvcs\Dwgs\Civil\BaseMaps\Antlers-Linework-BM.dwg Plotted: 4/2/2020 12:53 PM By: Rick Barth

ORDINANCE NO. 10

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REGARDING SECTION 020.010.020 OF THE GLENWOOD SPRINGS MUNICIPAL CODE TO TEMPORARILY REDUCE THE COMPENSATION FOR CITY COUNCIL MEMBERS AND THE MAYOR DURING THE COVID-19 PANDEMIC.

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, the Novel Coronavirus ("COVID-19") pandemic has spread and infected populations throughout the United States, the State of Colorado, and the western slope of Colorado; and

WHEREAS, by Executive Order, the Governor of the State of Colorado issued a Stay at Home Order ordering Coloradans to a stay at home through April 26, 2020 due to the presence of COVID-19 in the State; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the City Manager, Debra Figueroa, declared a local disaster emergency in Glenwood Springs on March 13, 2020 in order to protect the life, health and safety of the citizens of Glenwood Springs; and

WHEREAS, City Council recognizes that the City is experiencing and will continue to experience revenue losses and other financial challenges due to the Novel Cornovaviurs-COVID-19 pandemic and executive and public health orders issued to mitigate the spread of the virus; and

WHEREAS, the City Manager and Staff have all had their wages reduced help the City face the financial challenges resulting from COVID-19; and

WHEREAS, section 3.7 of the Charter requires that changes to Council salaries be made by ordinance; and

WHEREAS, Council salaries are currently codified at section 020.010.020 of the Glenwood Municipal Code; and

WHEREAS, the Mayor and City Council desire to temporarily decrease their compensation as of May 1, 2020 by twenty percent (20%) through December 31, 2020.

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

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

Section 2. Without amending Section 020.010.020 of the Glenwood Springs Municipal Code and on a temporary basis the Mayor and Council salaries shall be decreased 20% to $960 per month and $800 per month, respectively. This temporary reduction shall be effective immediately until December 31, 2020 unless otherwise repealed. The repeal and return of the Mayor and Council salaries to their current level is not an increase as provided for in Section 3.7 of the Charter.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS ____ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS ______ DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Catherine Mythen Fletcher, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
May 21, 2020

Agenda Item: Ordinance No 11, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs Amending Section 040.020.170 of the Glenwood Springs Municipal Code that Provides for an Additional Economic Incentive Program Option for New Development, to Extend the Sunset Provision for Two Years to July 15, 2022 (SECOND READING)

Action Requested: Approval of Ordinance No. 11, Series 2020

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager
Matt Nunez, Economic Develpment Specialist

Background Info: Since 2004, the City of Glenwood Springs has offered an economic development incentive to encourage redevelopment of existing businesses and encourage new businesses within the City. Over the years, the existing program has been amended several times.

Today, the City offers a sales tax rebate for qualified businesses to offset the cost of water and sewer system improvement fees, fire and emergency services impact fees, electric line extension, and building permit fees, over a period of 5 years. Qualified businesses have remitted sales tax on time, must not be in violation of any development permit or building permit conditions, must not be in default of any agreement with the city, and have paid all fees for which the rebate is being applied.

The city offers two tiers of rebates:

Tier 1 - Up to 20 percent of a business's annual city sales tax remittance in one year
Tier 2 - Up to 80 percent of their annual sales tax remittance in one year for businesses that use local contractors and suppliers for at least 50 percent of the total project cost

Unless extended by City Council through this ordinance, the Tier 2 rebates will expire on July 15, 2020.

As of 2018, 10 businesses participated in the existing sales tax rebate program for construction projects using local labor ($1.7 million in total rebate).

711 Grand Ave, LLC (Cajun/Smoke)
Courtyard by Marriott
Residence Inn by Marriott
Jags Bayou Ltd.
WMG Meadows, LLC
Russo's Pizza
Caverns Centre, LLC
Mancinelli's (Kaya Corporation)
Glenwood Suites
The Pullman
Iron Mountain Hot Springs

Issues: The City earlier this year received a request from Sundae, which is working to open an ice cream shop on the west Wing Street. At the time, the business inquired about an extension of the program - after realizing that the program is set to expire this summer. Given their current build out schedule, the business likely would not be eligible for this local incentive opportunity. Staff believes there might be other businesses that given the current situation that would be interested in investing in the community, and that this program would help that investment take place.

Staff Recommendation: Approve Ordinance No. 11, Series 2020

ORDINANCE NO. 11

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 040.020.170 OF THE GLENWOOD SPRINGS MUNICIPAL CODE THAT PROVIDES FOR AN ADDITIONAL ECONOMIC INCENTIVE PROGRAM OPTION FOR NEW DEVELOPMENT, TO EXTEND THE SUNSET PROVISION FOR TWO YEARS TO JULY 15, 2022

WHEREAS, through Ordinance No. 8, Series 2009 and as amended through Ordinance No. 11, Series of 2010, Ordinance No. 12, Series of 2011, Ordinance No. 5, Series of 2012, Ordinance No. 14, Series of 2014, Ordinance 11, Series of 2016, and Ordinance 18, Series of 2018, Section 040.020.170 of the Glenwood Springs Municipal Code was amended to provide an additional option for a quicker recovery of allowed reimbursable City-imposed fees and costs to encourage business development and to encourage developers to use local businesses for construction services or procurement of goods and supplies; and

WHEREAS, the additional economic incentive program is set for repeal on July 15, 2020 unless otherwise extended by the City Council; and

WHEREAS, City Council has determined the need to continue to offer this additional economic incentive program to encourage new development within the City and, at the same time, encourage the use of local area labor, goods, and supplies to complete this development; and

WHEREAS, City Council further finds that it is in the best interests of the City to extend the time frame to July 15, 2022, during which the additional economic incentive program is available and upon completion of which the additional program shall be repealed, unless otherwise extended; and

WHEREAS, the City Charter of the City of Glenwood Springs requires that an ordinance be enacted to effectuate the amendment.

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

Section 1. The recitals made above are hereby incorporated as the findings of City Council.

Section 2. Section 040.020.170 of the City's Municipal Code is hereby amended, as provided for on **Exhibit A** attached hereto and incorporated herein.

Section 3. Any and all ordinances or parts of ordinances in conflict herewith shall hereby be repealed to the extent of the conflict only.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS 7TH DAY OF MAY 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

EXHIBIT A

Double underlined is added language. ~~Strike through language is deleted.~~

040.020.170 Economic incentives; sales tax rebate.

(f) Tier two applicants will only be accepted from May 22, 2009 until July 15, 2022 ~~2020~~. To apply for a Tier two rebate, an applicant must have a building permit issued on or before July 15, 2022 ~~2020~~. The amendments contained in Ordinance No. 8, Series of 2009, Ordinance No. 11, Series of 2010, Ordinance No. 12, Series of 2011, Ordinance No. 5, Series of 2012, Ordinance No. 14, Series of 2014, Ordinance No. 11, Series of 2016, ~~and~~ Ordinance No. 18, Series of 2018, and Ordinance No. 11, Series of 2020, shall be repealed, effective July 15, 2022 ~~2020~~, unless otherwise extended by further action of City Council.

City Council

STAFF REPORT

City of Glenwood Springs

May 21, 2020

Agenda Item: Steel Structure Material Award for Cardnell Substation

Action Requested: Approval of the Klute Proposal BD2020-017 for Steel Structures and Miscellaneous Steel required to Construct the Cardnell Substation for a total of $57,989.86.

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs Electric Department is moving forward with the construction of the new Cardnell Substation in Glenwood Springs. Some of the materials required for construction have lead times of between 20 and 32 weeks, so the City is being proactive and acquiring these materials prior to needing them for installation on the pad.

This method is more cost effective and schedule controlling by being able to have materials sitting onsite and ready to go prior to even hiring a contractor to install the materials for the City. The main transformer was ordered in December of 2019, the substation pad was completed in April of 2020, switch gear/transformers/cabinets have been ordered and the next round of materials purchases has come back in as Bid number BD2020-017 for the steel structures and miscellaneous steel required to build the substation.

The City received 3 proposal for bid BD2020-17, with Klute's proposal being the lowest qualified bid Staff if recommending that all the materials be purchased through Klute at a price of $57,989.86. The City has budgeted $2.5 million in 2020 for this project to include miscellaneous steel, fencing, concrete pads and piers, rock surfacing of pad, contractor fees, consultant fees and PSCO substation connection tower costs. Staff is estimating, dependent on PSCO final costs, that we will be withing the approved budget for the project. See attached budget tracking sheet and original budget set forth in ESC's 5-year electrical system capital project planning document.

Final connection to the PSCO transmission line may not occur until 2021 due to timing/PSCO design issues. This timing shift is ok with City staff, it allows us to accommodate receiving the best pricing on materials and contracted work by not being under any major time restrictions.

Issues: None

Staff Recommendation: Still is recommending award of Proposal BD2020-017 for Steel Structures and Miscellaneous Steel required to Construct the Cardnell Substation to Klute for a total of $57,989.86.

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

INVITATION TO BID BD 2020-017

COVER SHEET

Date:	April 9, 2020
Bid number:	BD 2020-017
Bid title:	**Cardnell Substation**
Bids will be received until:	May 1, 2020, 2:00 p.m., local time. **Responses must be submitted electronically to bidresponse@cogs.us no later than the time and date stated above. Include BID # BD 2020-017 in the subject line.**
Goods or services to be delivered to or performed at:	City of Glenwood Springs
For additional information please contact Ricky Smith:	970-384-6445
Email Address	bidresponse@cogs.us
Documents included in this package:	Invitation to Bid Cover Sheet Instruction to Bidders Bid Bond Agreement Notice of Award Notice to Proceed Change Order Addendum to Professional Service Agreement Bid Schedule Vicinity Map (Exhibit A) Scope of Work and Performance Schedule Notice and Instructions to Bidders Bid Submission General Requirements - Division GQ Technical Specifications: A. Division SFD – Steel Structures (Fabrication without Detailing) Acknowledgment of Addenda and Exceptions Design Notes and Specific Requirements Construction and/or Manufacturer Drawings Division SFD Steel Structures

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: KLUTE INCORPORATED		Fax: N/A
Address: 1313 Road G	City/State: York, NE	Zip: 68467
Contact Person: Teresa Naeve	Title: Estimator	Phone: 402-745-1499
Authorized Representative's Signature: Teresa Naeve		Phone: 402-745-1499
Printed Name: Teresa Naeve	Title: Estimator	Date: 04/28/2020
Email Address: tnaeve@kluteinc.com		

INVITATION TO BID
Bid Number 2020-017

Sealed bids will be received at the City of Glenwood Springs, bidresponse@cogs.us , until 2:00 p.m., (local time) May 1, 2020, at which time bids will be read for the furnishing **of Cardnell Substation, BD2020-017.** **Include the Bid title and #BD2020-017 in the subject line of the email**.

Bid documents may be inspected and are available at the City of Glenwood Springs, Procurement Department, First Floor, 101 West 8th Street, Glenwood Springs, CO 81601 (970-384-6445). Bid documents will be available on April 9, 2020.

This solicitation for bids may be canceled by the City of Glenwood Springs, and any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City of Glenwood Springs. The City of Glenwood Springs reserves the right to reject any or all proposals or accept what is, in its judgment, the best bid. If a contract is awarded, it will be awarded to the lowest responsible and responsive bidder, whose bid is deemed by the City of Glenwood Springs to be in the best interests of the City.

Published: April 9, 2020 and April 20, 2020 in the Glenwood Springs Post Independent.

BID SCHEDULE
CITY OF GLENWOOD SPRINGS
BID #BD2020-017

Item	Description	Drawing #	QTY	Unit Weight	Extended Weight	Unit Price	Extended Price
STEEL STRUCTURES							
CN-S1	115kV A-Frame Dead End STR (AFDE)	CN-S100 to S105	1	13,881.42	13,881.42	$ 21,676.67	$ 21,676.67
CN-S2	15kV CT/PT Metering Structure (LCTPT)	CN-S370 to S374	1	2,282.18	2,282.18	$3,563.76	$3,563.76
CN-S3	15kV Distribution Structure (DS)	CN-S380 to S387	1 lot	13,469.49	13,469.49	$22,210.12	$22,210.12
CN-S4	15kV Riser Structure (RS)	CN-S390-S392	4	789.45	3,157.80	$1,232.77	$4,931.08
MISCELLANEOUS STEEL							
CN-S5	Anchor Bolts (AB2)	CN-S400	32	-	-	$24.32	$778.24
CN-S6	Anchor Bolts (AB3)	CN-S400	20	-	-	$44.68	$893.60
CN-S7	Anchor Bolts (AB4)	CN-S400 & S402	16 / 4 cages	-	-	$372.52	$1,490.08
CN-S8	Operator Platform	CN-S403	3	269.20	807.61	$661.44	$1,984.31
Assembly Bolts and washers			1 lot	included in structure weights			
Galvanizing Spray Paint			2 gal	-	-	$231.00	$462.00
TOTAL AMOUNT							$ 57,989.86

SALES TAX: The City is exempt from paying State or Local Sales Taxes. Not withstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

Bidding 16 WEEKS **total days for delivery of Steel Structure and Miscellaneous Steel.**

Does your offer comply with all the terms and conditions? If no, indicate exceptions. See exception sheet attached

Yes ________
No ____X_____

Does your offer meet or exceed all specifications? If no, indicate exceptions.

Yes ___X_____
No _________

State total bid price (include all items bid). **$** 72,783.06

Have you filled in all the blanks listed above?

Yes X
No__________

Klute, Inc
1313 Road G
York, NE 68467
Phone: 402-362-1055
Fax: 402-362-1056

Exceptions/Clarifications Page

Job: Cardnell Substation
ompany: City of Glenwood Springs, Colorado
To:

Date: **4/28/2020**
Estimator: Teresa Naeve
Email: tnaeve@kluteinc.com
Phone: 402-362-1055 ext 1499

Exceptions & Clarifications

1 Klute Inc. takes exception to SFD.3 Design & Details, H of 5 mil thickness of galvanized coating. Minimum galvanized coating thickness to be per ASTM A123.
* Klute can provide extra galvanizing thickness (above ASTM A123) at an additional cost if requested.

2 Quoting quantities for anchor bolts and templates per the quantities noted on the drawings.

3 Clarification: Klute can meet the required delivery only if City of Glenwood Springs awards the project according to their schedule.

BID BOND

Know all men by these Presents, that we, the undersigned, Klute, Inc. (Name of Contractor)

1313 Road G, York, NE 68467 (Address of Contractor) as Principal and

The Guarantee Company of North America USA, Southfield, MI (Name and address of Surety) as Surety, are

hereby held and firmly bound unto The City of Glenwood Springs, CO (Name of Owner)

as OWNER in the penal sum of Five Percent (5%) Of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 30th day of April, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Glenwood Springs, CO a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the Cardnell Substation.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, ad shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

Klute, Inc.

By: Kimm Klute VP Klute Inc.

(Principal, Contractor)

The Guarantee Company of North America USA

(Surety)

BY: Jacqueline L. Drey

Jacqueline L. Drey/Attorney-in-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Sharon K. Murray, David A. Dominiani, Maura P. Kelly, Joan Leu, Jacqueline L. Drey, Ronald R. Allison, Kevin J. Stenger
First Insurance Group LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30th day of April ,2020

Randall Musselman, Secretary

SUBMITTED BY:

Klute Incorporated

1313 Road G

York, NE 68467

Corporate Seal

Firm Name * Klute Inc S-Corp

Signature Kimm Klute

Title VP

Phone (402) 362 - 1055

* Insert " Corporation, Partnership " etc.

Responses must be submitted electronically to bidresponse@cogs.us no later than the time and date stated above. Include BID # BD 2020-017 in the subject line.

City of Glenwood Springs

Addendum to Professional Services Agreement

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

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: http://www.coworkforce.com/lab/pcs/default.asp)

7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.

9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: 4-28-20

BY: Kimm Kluty

Limited Warranty

Seller warrants to the original Purchaser for a period of One (1) Year from date shipped that the Products are free from defects in materials and workmanship, but said warranty is limited to materials and workmanship of the Product designed and manufactured by the Supplier.

All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty (30) days after discovery of the defect or such claim shall be considered waived. Seller's liability and Buyer's exclusive remedy is expressly limited to the repair of defective products or the replacement thereof with conforming goods at the F.O.B. point.

Exceptions:

For any Products manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchasers designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves.

For any Products manufactured using items supplied by Purchaser or Purchasers designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricators, or manufacturer's warranty if any.

The foregoing warranty shall not apply to any Product that has been subjected to misuse, neglect or accident, or has been altered or tampered with, or has been used beyond its normal useful or expected life, or which has had corrective work done without Suppliers written consent.

THERE IS NO WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR ARE FIT FOR ANY PARTICULAR PURPOSE NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY DESCRIBED HEREIN. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING SHALL BE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.

Substation Costing Sheet - Estimates and Purchases in 2020		
Company	Description	Pricing
Dodson	Materials	$ 1,086.29
ESC Design Team	Substaiton Design and CM	$ 116,000.00
Ferguson Water	Materials	$ 10,167.36
Virginia Trasnformer	Transformer	$ 610,146.00
Substation Materials	Materials	$ 118,654.44
Steel Structures	Materials	$ 57,989.87
SGM	Site Design	$ 10,000.00
Streets Department	Pad Construction	$ 35,000.00
Sub Contractor	Install Material from Above and Concrete Structures Per Design	$ 250,000.00
City of Glenwood Electric	Circuit #1 and #2 Installed in 2020	$ 125,000.00
PSCo/Xcel	Deposit for Design and Construction of Connection (Late 2020/Early 2021)	$ 1,000,000.00
Budget	Budget set for 2020	$ 2,500,000.00
Budget	Remaining Budget for 2020	$ 165,956.04

*** The city is saving significant cost by completing the pad construction inhouse.**
*** The City is saving signification cost by buying materials through the City and using specific bid packages to break up the supply chain to specific company's instead of a lump sum RFP for everything through one bid.**

Carndell Substation Proposed Cost - ESC 2018 System Planning		
Engineering	Complete Deisgn for Substation	$ 170,000.00
Transformer Purchase	115x69 to 12.47/7.2 kV 10/14 MVA Transformer	$ 1,000,000.00
Build Substation	Construct New Substation incluiding three circuits and a spare bay	$ 1,600,000.00
Circuits #1-3	Wire and Conduit for three Circuits to be installed between 2021 and 2022	$ 220,000.00
Total Cost Estimate		$ 2,990,000.00

*** Xcel/PSCo did not charge the City for any work compelted at**

City Council
STAFF REPORT
City of Glenwood Springs
May 21, 2020

Agenda Item: Blue Star Recycling

Action Requested: Discussion on Electronic Recycling Operations

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

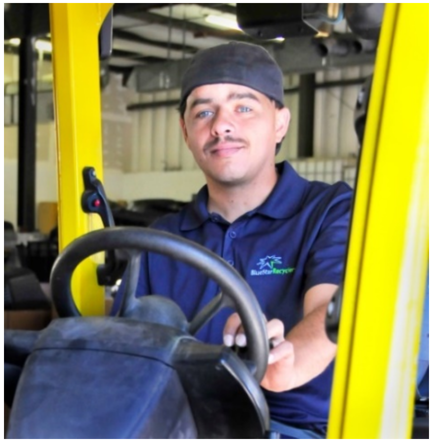
Background Info: The City of Glenwood Springs operates an electronic recycling program at the landfill. This program takes in approximately 67,000 lbs of recycled electronics each year. 66% of this materials is monitors/TVs, the remaining amount falls into the other electronics category. Currently the electronics program is being serviced by IT Refresh out of Fort Collins, Colorado. Approximately once a month IT Refresh sends up a truck that loads out the material and brings it back to Fort Collins for processing. They are a certified electronics company and they have been good to work with since 2016. The electronics recycling program cost the City approximately $24,000 dollars to run in 2019, but brought in a revenue of $42,000 dollars. This program helps offset some of the other recycling costs that the landfill/City incur by operating the main recycling center at the landfill.

Blue Star Recycling has approached the City with a proposal to take over the electronics recycling hauling and processing for the materials that we collect at the landfill. Staff has looked at the proposal and based on the 2019 collection weights, Blue Star would cost the landfill approximately $33,000 dollars a year versus the current $24,000 a year based on IT Refresh rates. Blue Star potentially have secondary social benefit to the valley which Councilor Kaup will discuss with the Council.

Issues: Discussion on IT Refresh versus BlueStar Recyclers

Staff Recommendation: None at this time.

BlueStarRecyclers



Focus On DisAbilities

Roaring Fork Valley Expansion Update

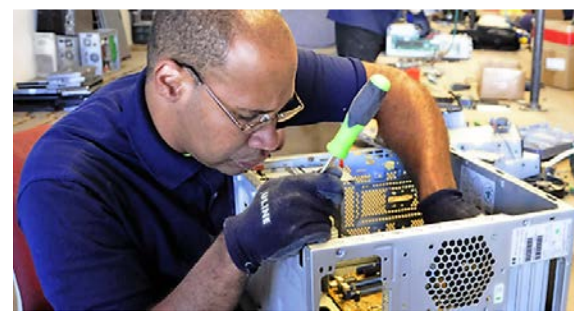
Solving two problems…

Wasted Talent: Of the 50 million people in the U.S. with a disability, less than 20% are participating in the labor force

Wasted Resources: Of the 50 million tons of e-waste produced globally each year, less than 20% is recycled

With one solution:

Ethically recycle electronics to create local jobs for people with autism and other disAbilities.

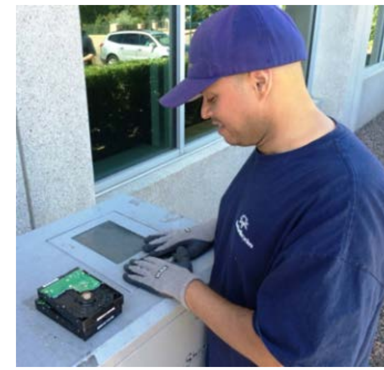


BlueStarRecyclers

*Bureau of Labor Statistics, 2014
** US News & World Report , 2014

Services & Certifications:

- 5 locations (Colorado and Illinois)
- e-Stewards certified electronics recycling
- Certified data destruction
- Computer Refurbishing
- Fluorescent Bulb Recycling
- Recycling events management



e-Stewards CERTIFIED

ENVIRONMENTAL MANAGEMENT SYSTEM ISO 14001

OCCUPATIONAL HEALTH & SAFETY OHSAS 18001

BBB ACCREDITED BUSINESS A+

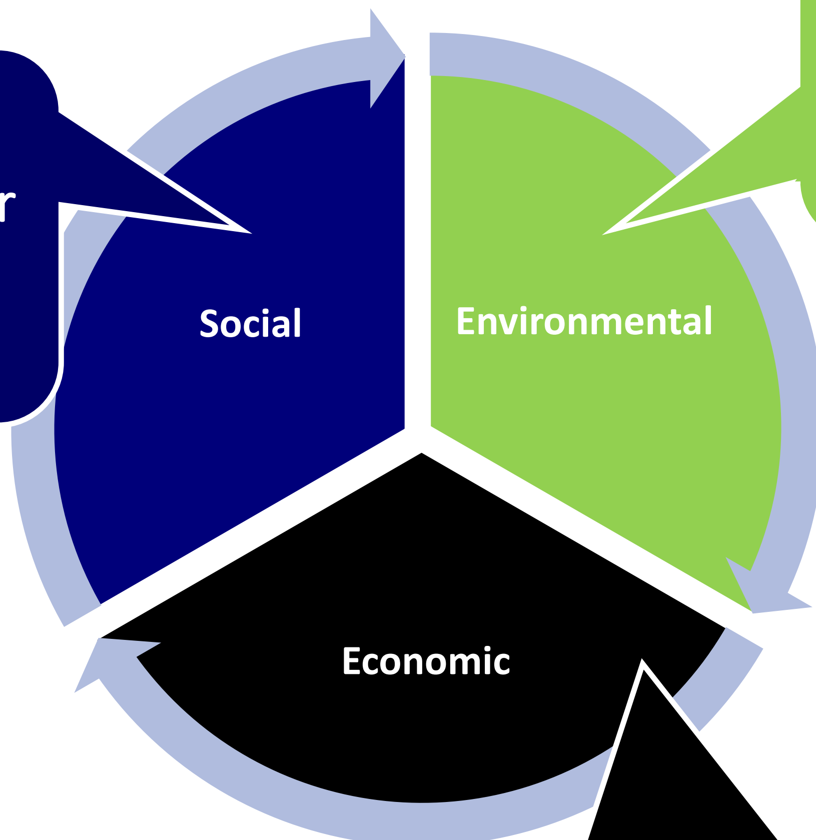
BBB ACCREDITED CHARITY

COLORADO Environmental Leader Gold

Impact To Date:

Permanent employment for 50 people with disAbilities

21 million lbs. of e-waste recycled = 29 million lbs. of GHG reductions



$2.65 SROI* (Social Return on Investment) for every $1.00 spent

*2018 study by Colorado Institute for Social Impact

BlueStarRecyclers

RFV Expansion Update:

- **Strategic Partners:**
  - Funders: *All RFV Rotary Club, Daniels Fund, WCCF, and Pitkin County HCF)*
  - Workforce Development: *Roaring Fork Schools, Ascendigo Autism Services, Mountain Developmental Services*
  - Existing Customers: *Pitkin County, City of Aspen, Town of Vail, RFTA*

- **RFV Facility:**
  - 1712 Willits Lane in Basalt
  - 1,200 sq. ft. warehouse
  - Took possession May 1st
  - Scheduled grand opening on June 24th

City Council
STAFF REPORT
City of Glenwood Springs
May 21, 2020

Agenda Item: Midland Avenue Asphalt Award

Action Requested: Award of the Midland Avenue asphalt project to Frontier Paving for the amount of $242,981.76.

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Spring Streets and Public Works departments have been in the process of reassessing the City streets repair/replacement plan since the time that the public voted to not pass the proposed Street Tax question in 2019. The original plan was to repair and replace streets in an organized fashion while coordinating with utility projects in high need areas.

The plan was to hold off on repairing the mid section of Midland Avenue, 8th Street to 27th Street, until the new Street Tax generated enough funds to help up size the 12" waterline in Midland to an 18" line, install gravity sewer and replace the asphalt along that stretch, which was considered a priority project. Without passage of the tax the water and sewer department will not be able to afford their section of this work to happen for approximately 10 years. This section of the roadway will need to be repaired prior to the 10 year time frame, so PW and Streets are proposing to complete that work this year as a mill and overlay project along with City performed ditch and storm sewer cleaning to get the roadway through the next 10 years. The recommended budget revision for this work in 2020 was $350,000, which was included in the COVID-19 General Fund discussion with Council during the May 7th, 2020 Council meeting.

The City completed an RFP process for the work being proposed and Frontier Paving was the apparent lower bidder on the work at $242,981.76. Next low was $299,354.12.

Issues: None

Staff Recommendation: Staff is recommending the award of the Midland Avenue asphalt project be given to Frontier Paving for the amount of $242,981.76.

City Of Glenwood Springs
Procurement Department
101 West 8th Street
Glenwood Springs, CO 81601

INVITATION TO BID BD 2020-018

COVER SHEET

Date:	April 10, 2020
Bid number:	BD 20200-039
Bid title:	**South Midland Asphalt Overlay Project**
Bids will be received until:	May 4, 2020 2:00 p.m., local time at 101 West 8th Street, Procurement Office, Glenwood Springs, Colorado 81601 **Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include PROPOSAL #BD 2020-018 in the subject line of the email.**
Goods or services to be delivered to or performed at:	South Midland
For additional information contact:	bidresponse@cogs.us
Documents included in this package:	Invitation to Bid Cover Sheet Instruction to Bidders Bid Form Bid Bond Agreement Notice of Award Notice to Proceed Change Order Performance Bond Payment Bond Supplemental Conditions Technical Specifications Scope of Work Bid Schedule Addendum to Professional Service Agreement Contractor's Application for Payment Contractor's Application Progress Estimate Contractor's Application Stored Material Summary Exhibit A, Overlay Map

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Frontier Paving Inc. Fax: 970-625-2715

Address: PO Box 1167 City/State: Silt, CO Zip: 81652

Contact Person: Dave Heiberger Title: Estimator Phone: 970-230-0213

Authorized Representative's Signature: Charles Ellsworth Phone: 970-625-2224

Printed Name: Charles Ellsworth Title: President Date: 05/08/2020

Email Address: charles@frontierpavinginc.com

BID BOND

Know all men by these Presents, that we, the undersigned, **Frontier Paving, Inc.,**
(Name of Contractor)

P.O. Box 1167, Silt, CO 81652 as Principal and
(Address of Contractor)

The Ohio Casualty Insurance Company, 175 Berkeley Street, Boston, MA 02116 as Surety, are
(Name and address of Surety)

hereby held and firmly bound unto **The City of Glenwood Springs, Colorado**
(Name of Owner)

as OWNER in the penal sum of **Five Percent of the Amount Bid (5%)** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this **4th** day of **May** 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to **The City of Glenwood Springs, Colorado** a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the **BD 20200-039 South Midland Asphalt Overlay Project**.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, ad shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

Frontier Paving, Inc.
(Principal, Contractor)

BY: Karla Ellsworth
President

The Ohio Casualty Insurance Company
(Surety)

BY: ____________________
Charles J. Schultz, Attorney-In-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201675-987628

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles J. Schultz

all of the city of Littleton state of Colorado each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2019.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2020.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

BID FORM

FOR: Midland Asphalt Overlay - BD 2020-018
(Project Name)

TO: City of Glenwood Springs
(Owner)

101 West 8th Street
(Address)

Glenwood Springs	CO	81601
(City)	(State)	(Zip)

GENTLEMEN:

The undersigned (hereafter called the Bidder), a Corporation
(Corporation, Partnership or Individual)

____________________________, organized and/or doing business under the laws of the

State of Colorado, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by City of Glenwood Springs, for the sum as stated in the totals for the items bid, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commerce work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project by July 31, 2020.

The undersigned bidder hereby acknowledges receipt of any and all of the following Addenda:

Addendum No.	Dated
1	04/28/2020
2	04/29/2020
3	05/05/2020
4	05/05/2020

BID FORM (continued)

The bid guaranty, the performance and payment bond, time of completion and other requirements related to the bid shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

1. **List of references to include three (3) similar projects of scope and size as being specified. Description of the project and contact information must also be included. These projects must have been completed in the past five (5) years.**

In the event this Bid is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

Ohio Casualty Insurance Company

The following bid items form a part of the proposal:

DATE 05/08/2020

Signature:

If an Individual: N/A doing

business as

If a Partnership: N/a

By __________, member of Firm

If a Corporation: Frontier Paving Inc.

By Charles Ellsworth

Charles Ellsworth

Title President

(Bid Form Continued)

ATTEST: Debby Ellsworth

Debby Ellsworth, Secretary

(CORPORATE SEAL)

Business Address of Bidder PO Box 1167

Silt, CO 81652

If Bidder is a corporation, supply the following information:

State in which incorporated Colorado

Name and address of its:

President Charles Ellsworth

854 Bedrock Lane, Rifle, CO 81650

Secretary Debby Ellsworth

854 Bedrock Lane, Rifle, CO 81650

BID SCHEDULE
City of Glenwood Springs
Asphalt Projects
BID #BD 2020-018
BID ITEMS

SEE REVISED BID SCHEDULE FROM ADDENDUM #3, DATED 05/05/2020

PROJECT: South Midland Asphalt Overlay Project:

1.1. Mobilization **Lump Sum $** X

____
Lump sum – words

1.2. Bidding total amount for South Midland Overlay Project, as specified in the Scope of Work **Lump Sum $** X

____
Lump sum - words

1.3 Cost per ton for asphalt **Per ton $** X

1.4 Cost of millings per square yard **Per square Yard $** X

1.5 Bidding completion date for the asphalt project: ______________________

Have you filled in all the blanks listed above? **Yes**_________
No X - SEE REVISED BID SCHEDULE - ADDENDUM #3

SUBMITTED BY:

Name Frontier Paving Inc.

Address PO Box 1167

City Silt **State** CO **Zip** 81652

Corporate Seal

Firm Name * Frontier Paving Inc.

Signature Charles Ellsworth
Charles Ellsworth

Title President

Phone (970) 625 - 2224

*** Insert "Corporation, Partnership "etc**

Address the envelope as follows:

City of Glenwood Springs
Procurement Office
101 West 8th Street, Room 325
Glenwood Springs, CO 81601
Bid #BD 2020-018

Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include PROPOSAL #BD 2020-018 in the subject line of the email.

BID SCHEDULE City of Glenwood Springs Asphalt Projects BID #BD 2020-018 BID ITEMS				
Project: Mid-Midland Asphalt Overlay (8th to 27th)				
		Total Units	Unit Price	Total Price
1.1	Mobilization (LS)	1	$ 15,200.00	$ 15,200.00
1.2	2" Asphalt Overlay (SF)	215,776	$ 0.96	$ 207,144.96
1.3	Milling 0" to 2" Depth (SY)	23,976	$ 0.80	$ 19,180.80
1.4	Utility Ring Extensions (Each)	22	$ 35.00	$ 770.00
1.5	Utility Ring Extension Install (Each)	49	$ 14.00	$ 686.00
1.6	Total Constuction Cost			$ 242,981.76
Duration of Project Schedule (Days):		3		
Have you filled in all the blanks listed above:		Yes - X	No	

Submitted By:			
Name:	Frontier Paving Inc.		
Address:	PO Box 1167		
City:	Silt	State: CO	Zip: 81652
Firm Name*	Frontier Paving Inc.		
Signature:	Charles Ellsworth		
Title:	Charles Ellsworth, President		
Phone:	(970) 625-2224		

Attested By: Debby Ellsworth

Debby Ellsworth, Secretary / Treasurer

Frontier Paving Inc.
PO Box 1167
Silt, CO 81652

State of Incorporation: Colorado

* Insert Corporation, Partnership, Etc.

** Responses must be submitted electronically no later than the required time and date. Include PROPOSAL #BD 2020-018 in the subject line of the email.

Email: bidresponse@cogs.us

City of Glenwood Springs
Addendum to Professional Services Agreement

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

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: http://www.coworkforce.com/lab/pcs/default.asp)

7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.

9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: 05/08/2020

BY: Charles Ellsworth

Charles Ellsworth, President
Frontier Paving Inc.

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

CITY OF GLENWOOD SPRINGS FINANCE

ADDENDUM NUMBER ONE FOR
MIDLAND ASPHALT OVERLAY PROJECT
BID NUMBER BD 2020-018

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

The following information is being added or amended as indicated as a part of the Invitation to Bid.

1. **See attached questions and answers.**
2. **See attached revised bid schedule.**
3. **Bid due date has been changed to May 6th, 2020 by 2:00 pm. Bids must be emailed to bidresponse@cogs.us by the due date and time.**

This addendum must be acknowledged.

This Addendum may emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Frontier Paving Inc. Fax: 970-625-2715
Address: PO Box 1167 City/State: Silt, CO Zip: 81652
Contact Person: Dave Heiberger Title: Estimator Phone: 970-230-0213
Authorized Representative's Signature: Charles Ellsworth Phone: 970-625-2224
Printed Name: Charles Ellsworth Title: President Date: 05/08/2020

BD 2020-018
4/28//2020

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

CITY OF GLENWOOD SPRINGS FINANCE

ADDENDUM NUMBER TWO FOR
MIDLAND ASPHALT OVERLAY PROJECT
BID NUMBER BD 2020-018

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

The following information is being added or amended as indicated as a part of the Invitation to Bid.

1. **Listed below are the combined answers to questions 2 and 11 from addenda #1. See addenda #1 questions and answers attached from 4-28-2020.**

- 94%-96% density.
  - This gives us the best compacting without over compacting, anything above 96% would be considered over compaction
  - Within this range the optimal number is 95%.

2. **You are invited to join a Skype meeting to discuss any other questions/concerns. Skype meeting sign-in information is listed below: Call will be held at 2pm on Friday May 1st, 2020.**

Join Skype Meeting
Join by phone

+1 (877) 385-7700,,40267617# (NA Region) English (United States)
+1 (385) 374-5035,,40267617# (NA Region) English (United States)

Conference ID: 40267617

This addendum must be acknowledged.

This Addendum may emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Frontier Paving Inc. Fax: 970-625-2715
Address: PO Box 1167 City/State: Silt, CO Zip: 81652
Contact Person: Dave Heiberger Title: Estimator Phone: 970-230-0213
Authorized Representative's Signature: Charles Ellsworth Phone: 970-625-2224
Printed Name: Charles Ellsworth Title: President Date: 05/08/2020

BD 2020-018
4/29/2020

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

CITY OF GLENWOOD SPRINGS FINANCE

ADDENDUM NUMBER THREE FOR
MIDLAND ASPHALT OVERLAY PROJECT
BID NUMBER BD 2020-018

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

The following information is being added or amended as indicated as a part of the Invitation to Bid.

1. **Bid due date has been changed to Friday, May 8, 2020 by 2:00 pm. Bids must be emailed to bidresponse@cogs.us .**
2. **Asphalt grade to be PG 64-28**
   a. **Mix grade = "S"**
      i. **All segregation shall be evaluated using CDOT standards**
   b. **We are not wanting a SMA**
3. **Compaction**
   a. **Optimal compaction is to be 95% percent of the theoretical maximum specific gravity**
   b. **Acceptable range is 92%- 96% of the theoretical maximum specific gravity**
4. **Gyration**
   a. **75 Gyrations**
5. **Attached revised bid schedule.**

This addendum must be acknowledged.

This Addendum may emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Frontier Paving Inc. Fax: 970-625-2715

Address: PO Box 1167 City/State: Silt, CO Zip: 81652

Contact Person: Dave Heiberger Title: Estimator Phone: 970-230-0213

Authorized Representative's Signature: Charles Ellsworth Phone: 970-625-2224

Printed Name: Charles Ellsworth Title: President Date: 05/08/2020

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

CITY OF GLENWOOD SPRINGS
FINANCE

ADDENDUM NUMBER FOUR FOR MIDLAND ASPHALT OVERLAY PROJECT BID NUMBER BD 2020-018

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

The following information is being added or amended as indicated as a part of the Invitation to Bid.

1. **Please see attached questions/answers.**
2. **We are now beyond days for questions.**

This addendum must be acknowledged.

This Addendum needs to be emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Frontier Paving Inc. Fax: 970-625-2715
Address: PO Box 1167 City/State: Silt, CO Zip: 81652
Contact Person: Dave Heiberger Title: Estimator Phone: 970-230-0213
Authorized Representative's Signature: Carl Ellsworth Phone: 970-625-2224
Printed Name: Charles Ellsworth Title: President Date: 05/08/2020

FRONPAV-01 BRANDYH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			
Mountain West Insurance - Glenwood PO Box 1576 Glenwood Springs, CO 81602	CONTACT NAME: Brandy Held PHONE (A/C, No, Ext): (970) 945-9111 FAX (A/C, No): (970) 945-2350 E-MAIL ADDRESS: brandyh@mtnwst.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Employer's Mutual Casualty Company		21415
INSURED	INSURER B : Pinnacol Assurance		41190
Frontier Paving, Inc. PO Box 1167 Silt, CO 81652	INSURER C : Atlantic Casualty Insurance Co		42846
	INSURER D : Westchester Surplus Lines Insurance Company		10172
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 5** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6X17123	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	6X17123	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6X17123	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4057059	6/1/2019	6/1/2020	X PER STATUTE X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			7900300130000	3/1/2020	3/1/2021	Leased / Rented	200,000
D	Pollution Liability	X	X	G71787941001	3/1/2020	3/1/2021	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BID ONLY - INFO ONLY

If so required by written contract, policies will include the following coverage as evidenced by attached policy forms:

Certificate Holder can be included as Additional Insured with respects to General Liability, including Ongoing & Completed Operations coverage, if required by written contract.

Certificate Holder can be included as Additional Insured with respects to Auto Liability, if required by written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
INSURED COPY - BID CERTIFICATE FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brandy Held

ACORD 25 (2016/03)

AGENCY CUSTOMER ID: FRONPAV-01 BRANDYH

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Mountain West Insurance - Glenwood		NAMED INSURED Frontier Paving, Inc. PO Box 1167 Silt, CO 81652
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Certificate Holder can be included as Additional Insured with respects to Umbrella Liability, if required by written contract.

Certificate Holder can be included as Additional Insured with respects to Pollution Liability, including Ongoing & Completed Operations coverage, if required by written contract.

General Liability, Auto Liability, Pollution Liability and Umbrella Liability coverage can be Primary & Non-Contributory, if required by written contract.

A Waiver of Subrogation can apply in favor of the Additional Insured with respect to General Liability, Auto Liability, Pollution Liability, Worker's Compensation and Umbrella Liability, if required by written contract.

May be added to policies by a specific endorsement:
A 30 Day Notice of Cancellation, for other than non-payment of premium.

MIDLAND ASPHALT OVERLAY

BD 2020-18

		UNITED		FRONTIER		GRAND RIVER
		COMPANIES		PAVING		CONSTRUCTION
ITEMS:						
Mobilization		$22,000.00		$15,200.00		$29,173.00
2" Asphalt Overlay (SF)		$302,086.40		$207,144.96		$224,407.04
Milling 0" to 2" Depth		$73,126.80		$19,180.80		$43,876.08
Utility Ring Extensions		$836.00		$770.00		$1,408.00
Utility Ring Extension		$45,570.00		$686.00		$490.00
Install						
Total		$443,619.20		$242,981.76		$299,354.12
days to complete		15		3		10
Bid bond		yes		yes		yes

ORDINANCE NO. 12

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 040, ARTICLE 010 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, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales and use taxes is clearly within the constitutional grant of power to the City and is necessary to raise revenue with which to conduct the affairs and render the services performed by the City; and

WHEREAS, pursuant to such authority, the City has adopted and enacted a Sales and Use Tax Code, under which City sales tax is levied on all sales and purchases of tangible personal property at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or law of the United States; and

WHEREAS, the United States Supreme Court in *South Dakota v. Wayfair*, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State ("Remote Sales"); and

WHEREAS, based upon such decision, the retailer's obligation to collect Remote Sales is no longer based on the retailer's physical presence in the City by the Constitution or law of the United States, and the City's Sales and Use Tax Code needs to be amended to clearly reflect such obligation consistent with said decision; and

WHEREAS, the delivery of goods and services into the City relies on and burden local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

WHEREAS, the failure to tax Remote Sales results in the creation of incentives for businesses to avoid a physical presence in the state and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the state and its municipalities; and

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers who do not have physical presence in the City, but do have a taxable connection with the City; and

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales within the City; and

WHEREAS, the City has or will enter into an agreement with MuniRevs to use the Single Point of Remittance Software to reduce administrative and compliance costs with respect to a retailer's obligation to remit sales tax owed on Remote Sales; and

WHEREAS, absent such amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on remote sales will unfairly allow remote sale customers to evade a lawful tax and will permit an inequitable exception that prevents market participant from competing on an even playing field; and

WHEREAS, the City adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers without physical presence in the state and require marketplace facilitators to collect and remit sales tax for sales made by marketplace sellers on the marketplace facilitator's marketplace; and

WHEREAS, the City Council finds and declares that the amendments to the Taxation Code Definitions, section 040.010.010 regarding remote collection 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 040.010.010 of the Glenwood Springs Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

Section 040.010.010 – Definitions

For the purpose of this Title, certain terms are defined as follows unless the context clearly indicates that a different meaning was intended by the City Council.

* * *

Economic Nexus means the connection between the City and a person not having a physical nexus in the State of Colorado, which connection is established when the person makes retail sales into the City, and:

(A) If for the entire calendar year the person made more than one hundred thousand dollars of retail sales in Colorado in the preceding calendar year; or

(B) for the remainder of the calendar year commencing on the first day of the month following the ninetieth day after the retailer's aggregate retail sales in Colorado for that calendar year exceed one hundred thousand dollars.

* * *

Engaged in Business in the City means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property, products, or services for storage, use or consumption, within the City. Engaged in Business in the City includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; (5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier; or (6) Makes retail sales sufficient to meet the definitional requirements of economic nexus.

* * *

Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

Marketplace Facilitator

(A) Means a person who:

(1) Contracts with a marketplace seller to facilitate for consideration, regardless of whether the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;

(2) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller; and

(3) Either directly or indirectly, through agreements or arrangements with third parties, collects the payment from the purchaser and transmits the payment or a portion of the payment to the marketplace seller.

(B) *Marketplace Facilitator* does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.

Marketplace Seller means a person, regardless of whether the person is engaged in business in the City, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

* * *

Multichannel Seller means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.

* * *

Retailer or vendor means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. The terms "retailer" shall include, but is not limited to, any:

(1) Auctioneer;

(2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;

(3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes;

(4) Retailer-contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.;

(5) Marketplace facilitator, marketplace seller, or multichannel seller engaged in business in the City.

Section 3. A new Section 040.020.011 of the Glenwood Springs Municipal Code is hereby adopted to read as follows:

Sec. 040.020.011. Marketplace Sales.

a.

1. A marketplace facilitator or multichannel seller engaged in business in the City is required to collect and remit a sales or use tax on all taxable sales made by the marketplace facilitator, or made by marketplace sellers in or through the marketplace facilitator's marketplace, or multichannel sellers to customers in the

City, whether or not the marketplace seller or multichannel seller for whom sales are facilitated would have been required to collect sales or use tax had the sale not been facilitated by the marketplace facilitator. A marketplace facilitator has all the liabilities, obligations, and rights of a retailer under Title 040 of this Code.

2. The liabilities, obligations, and rights set forth under this article are in addition to any requirements the marketplace facilitator has under this article if it also offers for sale tangible personal property, products, or services through other means.

3. Except as provided in subsection (b)(1) of this section, a marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this article if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:

i. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or

ii. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this Article made in or through the marketplace facilitator's marketplace.

b.

1. If a marketplace facilitator demonstrates to the satisfaction of the Finance Director that the marketplace facilitator made a reasonable effort to obtain accurate information regarding the obligation to collect tax from the marketplace seller and that the failure to collect tax on any tangible personal property, products, or services sold was due to incorrect information provided to the marketplace facilitator by the marketplace seller, then the marketplace facilitator, but not the marketplace seller, is relieved of liability under this section for the amount of the tax the marketplace facilitator failed to collect, plus applicable penalties and interest. The Finance Director will determine the length of time that the marketplace facilitator is relieved of liability to remit tax hereunder.

2. If a marketplace facilitator is relieved of liability under subsection (b)(1) of this section, the marketplace seller is liable under this section for tax the marketplace facilitator failed to collect, plus applicable penalties and interest.

3. This subsection (b) does not apply to any sale by a marketplace facilitator that is not facilitated on behalf of a marketplace seller or that is facilitated on behalf of a marketplace seller who is an affiliate of the marketplace facilitator.

c. The City shall solely audit the marketplace facilitator for sales made by marketplace sellers but facilitated by the marketplace. The city will not audit or otherwise assess tax against marketplace sellers for sales facilitated by a marketplace facilitator except to the extent the marketplace facilitator seeks relief under subsection (b)(1).

d. With respect to any sale a multichannel seller makes that is not facilitated by a marketplace facilitator in a marketplace, the multichannel seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.

Section 4. No obligation to collect the sales and use tax required by this Ordinance may be applied retroactively.

Section 5. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is held to be unconstitutional, then the remainder of this ordinance, and the application of the provisions of such to any person or circumstance, shall not be affected thereby.

Section 6. This ordinance shall become effective on the first day of the month which is at least thirty days after date of its adoption.

Section 7. The City Manager and City Attorney are hereby authorized to make such technical and clerical corrections to this Ordinance as are necessary prior to its codification, in order to align its contents with that final model ordinance approved by the Colorado Municipal League Sales Tax Simplification Committee.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS ___ DAY OF MAY 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 MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST

____
Catherine Mythen Fletcher, City Clerk

ORDINANCE NO. 12

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING ~~SECTION~~ TITLE 040, ARTICLE~~.~~ 010~~.010~~ 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, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales and use taxes is clearly within the constitutional grant of power to the City and is necessary to raise revenue with which to conduct the affairs and render the services performed by the City; and

WHEREAS, pursuant to such authority, the City has adopted and enacted a Sales and Use Tax Code, under which City sales tax is levied on all sales and purchases of tangible personal property at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or law of the United States; and

WHEREAS, the United States Supreme Court in South Dakota v. Wayfair, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State ("Remote Sales"); and

WHEREAS, based upon such decision, the retailer's obligation to collect Remote Sales is no longer ~~prohibited~~ based on the retailer's physical presence in the City by the Constitution or law of the United States, and the City's Sales and Use Tax Code needs to be amended to clearly reflect such obligation consistent with said decision; and

WHEREAS, the delivery of goods and services into the City relies on and burden local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

WHEREAS, the failure to tax Remote Sales results in the creation of incentives for businesses to avoid a physical presence in the state and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the state and its municipalities; and

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers who do not have physical presence in the City, but do have a taxable connection with the City; and

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales within the City; and

WHEREAS, the City has or will enter into an agreement with MuniRevs to use the Single Point of Remittance Software to reduce administrative and compliance costs with respect to a retailer's obligation to remit sales tax owed on Remote Sales; and

WHEREAS, absent such amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on remote sales will unfairly allow remote sale customers to evade a lawful tax and will permit an inequitable exception that prevents market participant from competing on an even playing field; and

WHEREAS, the City adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers without physical presence in the state and require marketplace facilitators to collect and remit sales tax for sales made by marketplace sellers on the marketplace facilitator's marketplace; and

WHEREAS, the City Council finds and declares that the amendments to the Taxation Code Definitions, section 040.010.010 regarding remote collection 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 040.010.010 of the Glenwood Springs Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

Section 040.010.010 – Definitions

For the purpose of this Title, certain terms are defined as follows unless the context clearly indicates that a different meaning was intended by the City Council.

* * *

Economic Nexus means the connection between the City and a person not having a physical nexus in the State of Colorado, which connection is established when the person makes retail sales into the City, and: ~~or marketplace facilitator engaged in business in this City~~

~~in a calendar year if the person has made retail sales of tangible personal property, taxable products, or taxable services into the taxing jurisdiction and:~~

(A) If ~~in~~ for the ~~previous~~ entire calendar year the person ~~has~~ made more than one hundred thousand dollars of retail sales in Colorado in the preceding calendar year; or ~~retail sales~~

~~of tangible personal property, taxable products, or taxable services in the state exceeding one hundred thousand dollars; or~~

(B) for the remainder of the calendar year commencing on the first day of the month following the ninetieth day after the retailer's aggregate retail sales in Colorado for that calendar year exceed one hundred thousand dollars.~~On and after the first day of the month after the ninetieth day after the person has made retail sales of tangible personal property, taxable products, or taxable services in the state the current calendar year that exceed one hundred thousand dollars.~~

* * *

Engaged in Business in the City means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property, products, or services for storage, use or consumption, within the City. Engaged in Business in the City includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; (5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier; or (6) Makes retail sales sufficient to meet the definitional requirements of economic nexus.

* * *

Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

Marketplace Facilitator

(A) Means a person who:

(1) Contracts with a marketplace seller to facilitate for consideration, regardless of whether the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;

(2) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller; and

(3) Either directly or indirectly, through agreements or arrangements with third parties, collects the payment from the purchaser and transmits the payment or a portion of the payment to the marketplace seller.

(B) *Marketplace ~~F~~facilitator* does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.

Marketplace Seller means a person, regardless of whether the person is engaged in business in ~~this~~ the City, ~~who~~ which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

~~*Marketplace Sales*.~~

~~(A) A marketplace facilitator engaged in business in the City is required to collect and remit sales or use tax on all taxable sales made by the marketplace facilitator or facilitated for marketplace sellers to customers in the City regardless of whether the marketplace seller for whom sales are facilitated would have been required to collect sales or use tax had the sale not been facilitated by the marketplace facilitator. A marketplace facilitator has all the liabilities, obligations, and rights of a retailer under Title 040 of this Code.~~

~~(1) The liabilities, obligations, and rights set forth under this article are in addition to any requirements the marketplace facilitator has under this article if it also offers for sale tangible personal property, products, or services through other means.~~

~~(2) Except as provided in subsection (B)(1), a marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this article if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:~~

~~a. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or~~

~~b. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax~~

~~under this Article II made in or through the marketplace facilitator's marketplace.~~

~~(B) If a marketplace facilitator demonstrates to the satisfaction of the Finance Director that the marketplace facilitator made a reasonable effort to obtain accurate information regarding the obligation to collect tax from the marketplace seller and that the failure to collect tax on any tangible personal property, products, or services sold was due to incorrect information provided to the marketplace facilitator by the marketplace seller, then the marketplace facilitator, but not the marketplace seller, is relieved of liability under this section for the amount of the tax the marketplace facilitator failed to collect, plus applicable penalties and interest.~~

~~(1) If a marketplace facilitator is relieved of liability under subsection (B) of this section, the marketplace seller is liable under this section for tax the marketplace facilitator failed to collect, plus applicable penalties and interest.~~

~~(3) Subsection (B) does not apply to any sale by a marketplace facilitator that is not facilitated on behalf of a marketplace seller or that is facilitated on behalf of a marketplace seller who is an affiliate of the marketplace facilitator.~~

~~(C) With respect to any sale a marketplace seller makes that is not facilitated by a marketplace facilitator in a marketplace, the marketplace seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.~~

* * *

Multichannel Seller means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.

Retailer or vendor means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. The terms "retailer" shall include, but is not limited to, any:

(1) Auctioneer;

(2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;

(3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes;

(4) Retailer-contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.;

(5) Marketplace facilitator, ~~or a~~ marketplace seller, or multichannel seller engaged in business in the City.

Section 3. A new Section 040.020.011 of the Glenwood Springs Municipal Code is hereby adopted to read as follows:

Sec. 040.020.011. Marketplace Sales.

a.

1. A marketplace facilitator or multichannel seller engaged in business in the City is required to collect and remit a sales or use tax on all taxable sales made by the marketplace facilitator, or made by marketplace sellers in or through the marketplace facilitator's marketplace, or multichannel sellers to customers in the City, whether or not the marketplace seller or multichannel seller for whom sales are facilitated would have been required to collect sales or use tax had the sale not been facilitated by the marketplace facilitator. A marketplace facilitator has all the liabilities, obligations, and rights of a retailer under Title 040 of this Code.

2. The liabilities, obligations, and rights set forth under this article are in addition to any requirements the marketplace facilitator has under this article if it also offers for sale tangible personal property, products, or services through other means.

3. Except as provided in subsection (b)(1) of this section, a marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this article if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:

i. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or

ii. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this Article made in or through the marketplace facilitator's marketplace.

b.

1. If a marketplace facilitator demonstrates to the satisfaction of the Finance Director that the marketplace facilitator made a reasonable effort to obtain accurate information regarding the obligation to collect tax from the marketplace seller and that the failure to collect tax on any tangible personal property, products, or services sold was due to incorrect information provided to the marketplace facilitator by the marketplace seller, then the marketplace facilitator, but not the marketplace seller, is relieved of liability under this section for the amount of the tax the marketplace facilitator failed to collect, plus applicable penalties and interest. The Finance Director will determine the length of time that the marketplace facilitator is relieved of liability to remit tax hereunder.

2. If a marketplace facilitator is relieved of liability under subsection (b)(1) of this section, the marketplace seller is liable under this section for tax the marketplace facilitator failed to collect, plus applicable penalties and interest.

3. This subsection (b) does not apply to any sale by a marketplace facilitator that is not facilitated on behalf of a marketplace seller or that is facilitated on behalf of a marketplace seller who is an affiliate of the marketplace facilitator.

c. The City shall solely audit the marketplace facilitator for sales made by marketplace sellers but facilitated by the marketplace. The city will not audit or otherwise assess tax against marketplace sellers for sales facilitated by a marketplace facilitator except to the extent the marketplace facilitator seeks relief under subsection (b)(1).

d. With respect to any sale a multichannel seller makes that is not facilitated by a marketplace facilitator in a marketplace, the multichannel seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.

Section 4. No obligation to collect the sales and use tax required by this Ordinance may be applied retroactively.

Section 5. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is held to be unconstitutional, then the remainder of this ordinance, and the application of the provisions of such to any person or circumstance, shall not be affected thereby.

Section 6~~3~~. This ordinance shall become effective on the first day of the month which is at least thirty days after date of its adoption.

Section 7. The City Manager and City Attorney are hereby authorized to make such technical and clerical corrections to this Ordinance as are necessary prior to its codification, in order to align its contents with that final model ordinance approved by the Colorado Municipal League Sales Tax Simplification Committee.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS ___ DAY OF MAY 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 MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST

____
Catherine Mythen Fletcher, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
May 21, 2020

Agenda Item: Ordinance 14, Series of 2020; An Ordinance of the City of Glenwood Springs, Colorado, Acting By and Through its's Utility EnterprIse, Approving a Loan, Evidenced by a Promissory Note, to Finance Broadband Capital Improvements for Use in its Electric Facility Activities; Approving the Note Form and Loan Repayment from the Operation of the Electric Facilities; and Providing Other Details and Approving Documents Relating to the Loan (FIRST READING).

Action Requested: Award Broadband Financing

Department: City Administration

Presented By: Steve Boyd, COO
Matthew Langhorst, Public Works Director

Background Info: We issued an RFP for this financing in February. We selected a bank but were not able to come to acceptable terms for the financing. Bank of Colorado, our primary bank, submitted a term sheet that is acceptable to the City. The basic provisions of the loan we have described to Council are the same, key changes are summarized here:

-Lender is Bank of Colorado instead of Alpine Bank.

-Rate went from 2.25% fixed to 1.99% for 10 years with a re-set after 10 years to the then-current 10-year treasury bond plus 1.35%.

-Prepayment fee was 2% of outstanding balance in the first 5 years, there is no prepayment fee in the Bank of Colorado loan at any time.

-Minimum debt service coverage ratio of 1.4 to 1.0 is imposed.

-City agrees to leave a minimum of $2.0 million on deposit with Bank of Colorado, there is no requirement to keep any operating account(s) at BOC.

Issues: None.

Staff Recommendation: Approve Ordinance awarding broadband funding.

ORDINANCE NO. 2020 - 14

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, APPROVING A LOAN, EVIDENCED BY A PROMISSORY NOTE, TO FINANCE BROADBAND CAPITAL IMPROVEMENTS FOR USE IN ITS ELECTRIC FACILITY ACTIVITIES; APPROVING THE NOTE FORM AND LOAN REPAYMENT FROM THE OPERATION OF THE ELECTRIC FACILITIES; AND PROVIDING OTHER DETAILS AND APPROVING DOCUMENTS RELATING TO THE LOAN.

WHEREAS, the City of Glenwood Springs, Colorado, is a municipal corporation duly organized and operating as a home-rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, as codified in Article 080.070 of the Municipal Code, the City has established its Utility Enterprise, which constitutes an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution and includes, but is not limited to, business activities used in and as part of the acquisition, generation and delivery of electricity and used in and as part of a fiber optic strand or related network in the provision of fiber optic services; and

WHEREAS, during the 2019 fiscal year the Utility Enterprise received under ten percent of its annual revenue in State and local grants and, during the current fiscal year, it is reasonably anticipated that the Utility Enterprise will receive under ten percent of its revenue in State and local grants as provided in Section (10)(a) of Article 080.070.030 of the Municipal Code as the City's standard to issue bonds or other multiple fiscal year obligations without voter approval; and

WHEREAS, the City Council is acting hereunder as the governing body of its Utility Enterprise; and

WHEREAS, in order to finance broadband Capital Improvements for use in its Electric Facility Activities, on or about January 6, 2020 the City issued a Request for Proposal Funding for Community Broadband #BD 2020-004 seeking funding in the amount of $9,000,000 net of any closing fees and costs and, with the assistance of North Slope Capital Advisors as financial advisor to the City, the City staff has made recommendations to the City Council based upon the qualified responses received; and

WHEREAS, the City Council has determined that proceeding with the Loan proposal from Bank of Colorado is in the best interests of the City and the residents thereof, and that a promissory note be issued to evidence the repayment obligation for the Loan; and

WHEREAS, the Note shall be a revenue obligation of the City payable solely from the Net Revenues derived from Electric Facility Activities accounted for in the Electric System Fund; and

WHEREAS, none of the members of the City Council have any potential conflicting interests in connection with the authorization, issuance and delivery of the Note, or the use of the proceeds thereof; and

WHEREAS, there have been presented to the City, and made available to the members of the City Council, the Term Sheet for the Loan and forms of other documents relating to the Note; and

WHEREAS, the City Council desires to authorize the Loan to be evidenced by the Note.

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

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

"*Authorized Denomination*" means the outstanding principal amount of the Note issued and delivered pursuant to this Ordinance.

"*Business Day*" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

"*Capital Improvements*" means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with Electric Facility Activities which, under Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

"*Charter*" means the Glenwood Springs Home Rule Charter.

"*City*" means the City of Glenwood Springs, Colorado.

"*City Council*" means the City Council of the City.

"*Combined Maximum Annual Principal and Interest Requirements*" means, with regard to the Note and any Parity Lien Obligations, the maximum annual payments of principal of and interest on all of said issues, excluding redemption premiums, to become due during any fiscal year while the Note is outstanding; provided that such computation shall assume the redemption and payment of principal subject to mandatory redemption for the Note and any Parity Lien Obligations, but shall be made without regard to any right of optional redemption which has not been exercised. In the event that the calculation is made prior to July 1, 2030, the assumed Interest Rate for the Note as reset on and after July 1, 2030, shall be calculated as the greater of 1.99% or the published 10-year U.S. Treasury Rate plus 1.35% (one hundred thirty-five basis points) on the date on which such calculation is to be made.

"*Dated Date*" means the date of the issuance and delivery of the Note.

"*Electric Facilities*" means any one or more works and improvements of the City, now owned or hereafter acquired, whether situated within or without the City boundaries, used in and as part of the generation or distribution of electricity for the beneficial uses and purposes for which electricity has been or may be appropriated, or used in and as part of a fiber optic strand or related network in the provision of fiber optic and related broadband services, including all present or future improvements, extensions, enlargements, betterments, replacements, or additions thereof or thereto.

"*Electric Facility Activities*" means the acquisition, generation and delivery of electricity and provision of fiber optic and related broadband services through the Electric Facilities in accordance with the applicable provisions of the Charter, the Municipal Code and State law.

"*Electric System Fund*" means that special fund previously established by the City to account for and report the financial operation of Electric Facility Activities.

"*Enabling Law*" means collectively, the Charter, the Municipal Code, Part 4 of Article 35 of Title 31, Colorado Revised Statutes, the Supplemental Act, and all other State laws enabling the actions taken pursuant to this Ordinance.

"*Event of Default*" means any of the events specified in the section hereof entitled "Events of Default."

"*Federal Securities*" means bills, certificates of indebtedness, bonds, notes or similar securities which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

"*Gross Revenue*" means (a) all rates, fees, charges and revenues directly or indirectly derived by the City for the services furnished by, or use of, Electric Facility Activities, or any part thereof, including all income attributable to any future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with Electric Facility Activities or its operations, (b) all gross income and revenue derived from the investment of any of the funds established or reaffirmed herein, except as otherwise provided in this Ordinance and (c) all gross income and revenue hereafter pledged by the City Council to the payment of the Note which is derived from the operation of any other activity of the Utility Enterprise or from any other City revenues provided that prior to such pledge the City receives a written opinion from Note Counsel to the effect that such pledge does not adversely affect the validity of the Note or the exclusion of the interest on the Note from gross income for federal income tax purposes; provided however, that there shall be excluded from Gross Revenue (i) moneys borrowed and used for providing Capital Improvements, (ii) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds, notes or other obligations for the purpose of defeasing the same, and (iii) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of Electric Facility Activities, services rendered thereby, the availability of any such service, or the disposal of any commodities therein.

"*Interest Payment Date*" means the first day of each month, commencing on the month following the Dated Date, or such other dates as set forth in the Note.

"*Interest Rate*" means the per annum rate of interest for the Note as set forth in the Note, provided if the Dated Date is prior to July 1, 2020, such rate shall be fixed at 1.99% until July 1, 2030 and, on and after July 1, 2030, will reset to the greater of 1.99% or the published 10-year U.S. Treasury Rate plus 1.35% (one hundred thirty-five basis points). In the event that the Dated Date is on or after July 1, 2020, the initial interest rate shall be determined by the Loan Delegate at a rate no greater than the published 10-year U.S. Treasury Rate as of July 1, 2020 plus 1.75% (one hundred seventy-five basis points).

"*Interest Sub-Account*" means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the interest on the Note.

"*Lender*" means Bank of Colorado, the initial registered owner of the Note.

"*Letter of Instructions*" means the Letter of Instructions, dated the Dated Date and delivered by Note Counsel to the City, as it may be superseded or amended in accordance with its terms.

"*Loan*" means the loan extended by the Lender pursuant to the terms established in the Term Sheet and this Ordinance and evidenced through the issuance and delivery of the Note by the City.

"*Loan Delegate*" means the Mayor or, in the absence of the Mayor, the Mayor Pro Tem of the City.

"*Maturity Date*" means the date set forth in the Note for the final payment of the principal of and unpaid accrued interest on the Note; provided such date shall be no later than twenty years and one month after the Dated Date.

"*Municipal Code*" means the Glenwood Springs Municipal Code.

"*Net Revenues*" means Gross Revenue after deducting Operation and Maintenance Expenses.

"*Note*" means the Electric Revenue Promissory Note, dated as of the Dated Date, which will be issued and delivered pursuant to this Ordinance.

"*Note Account*" means the "2020 Note Account" established in the Section hereof entitled "Reaffirmation of Electric System Fund; Establishment of Accounts."

"*Note Counsel*" means (a) as of the date of issuance of the Note, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal obligations.

"*Operation and Maintenance Expenses*" means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining, and repairing Electric Facilities, including without limitation legal and overhead expenses of the City directly related to the administration of Electric Facility Activities; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, expenses incurred in connection with Capital Improvements, and payments due in connection with any notes, bonds or other obligations issued to provide Capital Improvements.

"*Ordinance*" means this ordinance which authorizes the issuance of the Note, including any amendments or supplements properly made hereto.

"*Owner*" means the Lender as of the Dated Date, and thereafter, following a transfer and exchange of the Note, the Person in whose name such Note is registered on the registration books maintained by the Paying Agent pursuant hereto.

"*Parity Lien Obligations*" means any bond, note or other obligation (which may or may not be multiple-fiscal year financial obligations), permitted to be issued in the future pursuant to the Section hereof entitled "Conditions to the Issuance of Parity Lien Obligations," with a lien that is equal and on a parity with the lien of the Note on the Net Revenues.

"*Paying Agent*" means the City Director of Finance and its successors in interest or assigns approved by the City with prior written notice to the Owner, which shall act as paying agent, registrar, and authenticating agent for the Note.

"*Permitted Investments*" means any lawful investment permitted for the investment of funds of the City by the Enabling Laws.

"*Person*" means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"*Principal Redemption Date*" means the first day of each month, commencing on the first full month which is three years after the Dated Date, or such other dates as set forth in the Note.

"*Principal Sub-Account*" means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the principal of and premium, if any, on the Note.

"*Pro Rata Portion*" means the dollar amount derived by dividing the amount of principal or interest to come due on the next principal or interest payment date by the number of monthly credits required to be made prior to such payment date.

"*Project*" means any Capital Improvements which would comprise a portion of the Electric Facilities, including but not limited to broadband infrastructure improvements.

"*Project Account*" means the "2020 Broadband Project Account" established in the Section hereof entitled "Reaffirmation of Electric System Fund; Establishment of Accounts."

"*Project Costs*" means the City's costs properly attributable to the Project, or any parts thereof, including without limitation: all engineering, construction, inspection, fiscal and legal expenses; the costs of reimbursing funds advanced by the City in anticipation of reimbursement from Note proceeds, including any intrafund or interfund loan; the costs of contingencies or reserves; the costs of issuing the Note, including without limitation any Loan origination fee; all expenses as may be necessary or incident to the financing, acquisition, improvement, equipment, and completion of the Project; and all other lawful costs as determined by the City Manager.

"*State*" means the State of Colorado.

"*Supplemental Act*" means Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes.

"*Tax Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Tax Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Note or the use of proceeds thereof, unless the context clearly requires otherwise.

"*Term Sheet*" means collectively, the term sheet of the Lender, dated on May 21, 2020, as supplemented or revised, which sets forth the terms pursuant to which the Lender is making the Loan to the City.

Section 2. Authorization and Purpose of the Note. Pursuant to and in accordance with the Enabling Law, the City hereby approves the Loan and, to evidence the Loan, authorizes and orders that there shall be issued the City of Glenwood Springs, acting by and through its Electric Utility, Electric Revenue Promissory Note for the purpose of financing Project Costs. The caption on the Note shall include a series reference that identifies the Note by the year of its issuance.

Section 3. Note Details.

(a) ***Registered Form, Denomination, Dated Date and Numbering***. The Note shall be issued as a single, fully registered promissory note, which shall be dated as of the Dated Date and registered in the name of the Lender, or if later transferred pursuant to the Section hereof entitled "Registration, Transfer and Exchange of the Note," in the name of the Person identified in the registration books of the City maintained by the Paying Agent. The Note shall be issued in the Authorized Denomination and shall be in substantially the form set forth in Appendix A hereto, with such changes and additions requested by the Lender which the Loan Delegate determines to be consistent with the provisions of this Ordinance, and approved by the City officials executing the same (whose signatures thereon shall constitute conclusive evidence of such determinations and approval). The Note may be numbered in such manner as determined by the Paying Agent to facilitate registration. The Note shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Note after its deliver for value.

(b) ***Maturity Date, Interest Rate and Accrual of Interest***. As set forth in Note executed by the Loan Delegate, the Note shall be dated as of the Dated Date, mature on the Maturity Date and bear per annum interest at the Interest Rate from the Dated Date (calculated based on a 360-day year of twelve 30-day months) payable on each Interest Payment Date.

(c) ***Manner and Form of Payment***. The interest on and principal of the Note is payable in lawful money of the United States of America to the Owner at its address as it appears on the registration books maintained by or on behalf of the City by the Paying Agent. Interest and principal payments shall be paid by check or draft of the Paying Agent mailed on or before each

Interest Payment Date and Principal Redemption Date to the Owner. The Paying Agent shall make payments of interest and principal by alternative means, such as by wire transfer, if mutually agreed to between the Owner of the Note and the Paying Agent.

The Note certificate must be presented for the final payment of the principal of the Note on the Maturity Date or date on which the principal of the Note is to be paid in full and need not be presented for mandatory scheduled redemption of the Note. Presentation of the Note to the Paying Agent shall be made at the principal office of the Paying Agent, or at such other address or location as provided in writing by the Paying Agent to the Owner.

Section 4. Delegation and Parameters.

(a) ***Delegation***. The City Council hereby delegates to the Loan Delegate, for a period of three months from the effective date of this Ordinance, the authority to determine and set forth in the Note: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in this Ordinance; and (ii) any other matters that, in the judgment of the Loan Delegate, are necessary or convenient to be set forth in the Note and are not inconsistent with the parameters set forth in this Ordinance.

(b) ***To Set Forth in the Note***. The Note shall set forth the following matters and other matters permitted to be set forth therein pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters set forth in this Ordinance: (i) the Interest Rate; (ii) the Note principal amount (which shall not exceed $9,250,000) and mandatory scheduled redemption of principal on each Principal Redemption Date; and (iii) the Interest Payment Date.

Section 5. Redemption of the Note Prior to Maturity.

(a) ***Optional Redemption***. The Note shall be subject to redemption at the option of the City, in whole but not in part, on any Interest Payment Date; upon payment of the outstanding and unpaid principal amount and accrued interest to the Interest Payment Date on which such optional redemption is made, without redemption premium.

(b) ***Mandatory Scheduled Redemption***. The principal amount of the Note shall be subject to mandatory scheduled redemption on each Principal Redemption Date and in the principal amounts specified in, or attached as an Exhibit to, the Note at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the scheduled Principal Redemption Date.

(c) ***Redemption Procedures***. No notice shall be required for mandatory scheduled redemption to occur on each Principal Redemption Date. Notice of optional redemption of the Note shall be given at the direction of the City by the Paying Agent, not less than fifteen days prior to the optional redemption date, by electronic means (provided that the Owner has consented to such means of notification at the address provided by the Owner to the Paying Agent), by first class mail or by such other means acknowledged by the Owner of the Note. Such notice shall specify the Interest Payment Date on which optional redemption is to occur.

Section 6. Execution, Authentication and Delivery of the Note.

(a) ***Execution***. The Note shall be executed in the name and on behalf of the City with the manual signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual signature of the City Clerk, both of whom are hereby authorized and directed to prepare and execute the Note in accordance with the requirements hereof. Should any officer whose signature appears on the Note cease to be such officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes.

(b) ***Authentication***. When the Note has been executed, the Note shall be delivered to the Paying Agent for authentication. No executed Note shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon an executed Note shall be conclusive evidence, and the only competent evidence, that the Note has been properly authenticated hereunder.

(c) ***Delivery***. Upon the authentication of an executed Note, receipt of the principal amount of the Note from the Lender and issuance of the approving opinion of Note Counsel, the Paying Agent shall release the Note and deliver the same to the Lender in accordance with the directions of the Lender.

Section 7. Registration, Transfer and Exchange of the Note.

(a) ***Registration***. The Paying Agent shall maintain the registration book or similar record retention system in which the ownership, transfer and exchange of the Note shall be recorded. The Person in whose name the Note shall be registered in such registration book shall be deemed to be the absolute owner thereof for all purposes.

(b) ***Transfer and Exchange***. The Note may be transferred at the principal office of the Paying Agent or at such other location designated by the Paying Agent for such purpose, for a like aggregate outstanding principal amount of the same Maturity Date and Interest Rate. Upon surrender for transfer of the Note, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Note.

Section 8. Replacement of Lost, Destroyed or Stolen Note. If the Note shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Note and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Note upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Note lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Note.

Section 9. Reaffirmation of Electric System Fund; Establishment of Accounts. There is hereby reaffirmed the Electric System Fund. Moneys credited to the Electric System Fund shall be appropriated and distributed in accordance with the Municipal Code and this Ordinance. There also are hereby established within the Electric System Fund the following accounts: (a) the Note Account, which shall include the Interest Sub-Account and the Principal Sub-Account; and (b) the Project Account.

Section 10. Application of Proceeds of the Note. Upon payment to the City of all or a portion of the Loan evidenced by the Note, the Loan proceeds received by the City shall be credited to the Project Account and applied as a supplemental appropriation of the City, provided however, the cost of issuance relating to the Note may be paid by or on the City's behalf from proceeds of the Loan prior to the credit of such Loan proceeds into the Project Account.

Section 11. Net Revenues. All Gross Revenues shall continue to be credited to the Electric System Fund on and after the Dated Date. The City shall apply the moneys credited to the Electric System Fund to Operation and Maintenance Expenses as the same becomes due, and thereafter shall apply the Net Revenues in the following order of priority (for purposes of the following when credits to more than one account or purpose are required at any single priority level, such credits shall rank pari passu with each other and, in the event that Net Revenues are not sufficient to fully fund all amounts required at any single priority level, credits shall be made pro rata, in accordance with the relative amounts required to be credited to such accounts or purposes):

FIRST, to the credit of the Note Account, the amounts required by the section hereof titled "Note Account", and to the credit of any other similar account hereafter established for the payment of the principal of and interest on Parity Lien Obligations issued in accordance with the Section hereof entitled "Conditions to the Issuance of Parity Lien Obligations" (which credit may be made on the basis of a Pro Rata Portion if such Parity Lien Obligations are payable less frequently than on a monthly basis); and

SECOND, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose, any moneys remaining in Electric System Fund after the payments and accumulations set forth in FIRST above.

Section 12. Note Account.

(a) ***Use of Moneys in the Note Account***. Moneys credited to the Note Account shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Note. The Interest Sub-Account shall be used to pay the interest on the Note and the Principal Sub-Account shall be used to pay the principal of, and premium if any on, the Note.

(b) ***Credits to the Interest Sub-Account***. Commencing on or before the last Business Day of each month following the Dated Date and taking into consideration moneys then credited to the Interest Sub-Account, Net Revenues shall be credited to the Interest Sub-Account in an amount equal to the interest to come due on the Note on the next succeeding Interest Payment Date and made available to the Paying Agent for the timely payment of interest on the Note on the next succeeding payment date.

(c) ***Credits to the Principal Sub-Account***. Commencing on or before the last Business Day of the month preceding each Principal Redemption Date and taking into consideration moneys then credited to the Principal Sub-Account, there shall be credited to the Principal Sub-Account Net Revenues in an amount equal to the principal to come due on the Note on the next succeeding

Principal Redemption Date and on the Maturity Date (following the last Principal Redemption Date for the Note) and made available to the Paying Agent for the timely payment of the principal of the Note on the next succeeding payment date.

(d) ***Investments***. Moneys credited to the Note Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Note Account shall, however, be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on the Note from Gross Income for Federal Income Tax Purposes."

Section 13. Project Account.

(a) ***Use of Moneys in Project Account***. All moneys credited to the Project Account shall be applied solely to the payment of Project Costs. Upon the determination of the City Manager that all Project Costs have been paid or are determinable, any balance remaining in the Project Account (less any amounts necessary to pay the Project Costs not then due and owing) shall be transferred to any sub-account of the Note Account.

(b) ***Investments***. Moneys credited to the Project Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Project Account shall, however, be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on the Note from Gross Income for Federal Income Tax Purposes." Except to the extent otherwise required by such section, interest income from the investment or reinvestment of moneys shall remain in and become part of the Project Account.

Section 14. Pledge and Lien for Payment of the Note.

(a) ***Pledge of Revenues***. The City hereby pledges for the payment of the principal of and interest on the Note and grants a first lien (but not necessarily an exclusive first lien) for such purpose on the Net Revenues, including without limitation moneys credited to the Note Account, as well as moneys on deposit in the Project Account until they are applied to the payment of Project Costs. The creation, perfection, enforcement, and priority of the pledge of Net Revenues shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The Net Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described herein. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

(b) ***Superior Liens Prohibited***. The City shall not pledge or create any other lien on the Net Revenues that is superior to the pledge thereof or lien thereon pursuant to such paragraphs.

(c) ***Subordinate Liens Require Consent***. For such period of time that the Lender is the Owner of the Note, the City shall not issue subordinate lien obligations or pledge or create a lien on the Net Revenues that is subordinate to the pledge for payment of the Note and Parity Lien Obligations, if any, without the prior written consent of the Lender. If the Lender is no longer the Owner of the Note, nothing herein shall prohibit the City from issuing subordinate lien obligations and pledging or creating a lien on the Net Revenues that is subordinate to the pledge thereof or lien thereon established pursuant to paragraph (a) of this Section, provided that no Event of Default shall have occurred and be continuing.

(d) ***No Prohibition on Additional Security***. Nothing herein shall prohibit the City from crediting any legally available revenues that are not Net Revenues or any other moneys into any account of the Electric System Fund pledged to the payment of the Note (and thereby subjecting the moneys so credited to the pledge made and lien granted in paragraph (a) of this Section).

(e) ***The Note is Special, Limited Obligation of the City***. The Note is a special, limited obligation of the City payable solely from the Net Revenues. The Note shall not constitute a general obligation of the City.

Section 15. Conditions to the Issuance of Parity Lien Obligations. The City may issue Parity Lien Obligations without the prior written consent of the Owner if (i) the Net Revenues for the 12 months immediately preceding the month in which the Parity Lien Obligations are issued, have been equal to at least 140% of the sum of the Combined Maximum Annual Principal and Interest Requirements on the Note, any outstanding Parity Lien Obligations and the proposed Parity Lien Obligations during each calendar year following the date of issuance of the Parity Lien Obligations and (ii) no Event of Default has occurred and is continuing under this Ordinance. Compliance with such covenant shall be certified by the City Manager or the City Finance Director to the Owner and concurrence to the calculation shall be obtained from the Owner prior to the issuance of the Parity Lien Obligations. Except as set forth above, the City shall not issue Parity Lien Obligations without the prior written consent of the Owner.

Section 16. Additional General Covenants. In addition to the other covenants of the City contained herein, the City hereby further covenants for the benefit of Owner of the Note that:

> (a) ***Maintenance of Electric Facility Activities Rates, Fees and Coverage.*** The City will establish, maintain, enforce, and collect rates, fees, and charges for services furnished by Electric Facility Activities or the use of the Electric Facilities to create Net Revenue in an amount equal to not less than 110% of the amount necessary to pay when due the principal of and interest on the Note and any Parity Lien Obligations coming due during such calendar year. If the Net Revenue at any time is not sufficient to make such payments, the City shall promptly increase such rates, fees, and charges to an extent which will ensure the payments and accumulations required by this Ordinance.
>
> (b) ***Efficient Operations.*** The City will continue to operate and manage Electric Facility Activities in an efficient and economical manner in accordance with all applicable laws, rules, and regulations, and keep and maintain separate accounts of the receipts and expenses thereof in such manner that the Net Revenue may at all times be readily and accurately determined. The City will promptly charge for service furnished by, or the use of, Electric Facilities and shall use all legal means to assure prompt payment thereof.
>
> (c) ***No Free Service Upon and Event of Default.*** Upon the occurrence of an Event of Default and for so long as the Event of Default is continuing, the City will furnish

no free service from Electric Facility Activities and, other than for use related to the operation of the Electric Facilities, the City shall pay a fair and reasonable amount for the use of services which it receives from Electric Facility Activities.

(d) ***Sale or Alienation of Property.*** The City will not sell or alienate any of the property constituting any part or all of Electric Facilities in any manner or to any extent as might reduce the security provided for the payment of the Note, but the City may sell any portion of such property which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operations; provided however, that the proceeds of any such sale of the Electric Facilities shall be included as part of the Gross Revenue.

(e) ***Audits.*** At least once a year in the time and manner provided by law, the City will cause an audit to be performed of the records relating to the revenues and expenditures of Electric Facility Activities. Such audit may be made part of and included within the general audit of the City, and made at the same time as the general audit. In addition, at least once a year in the time and manner provided by law, the City will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law. Additionally, the City shall provide the Lender with such financial statements and other related publicly available information at such frequencies and in such detail that the Lender may reasonably request.

(f) ***Insurance.*** The City will carry public liability and such other forms of insurance on insurable Electric Facilities as would ordinarily be carried by utilities having similar properties of equal value, such insurance being in such amounts as will protect Electric Facility Activities and its operations. In the event of any loss or damage to the Electric Facilities, or in the event part or all of the Electric Facilities are taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing, or repairing the property lost, damaged, or taken, and the remainder thereof, if any, shall be considered as Gross Revenue; provided however, that if the City Council determines that the Electric Facility Activities and the security for the Note will not be adversely affected thereby, the City Council may determine not to restore, replace, or repair the property lost, damaged, or taken and all of the insurance proceeds or condemnation award shall be considered as Gross Revenue.

(g) ***Enterprise Status.*** The City has and will continue to maintain Electric Facility Activities as an "enterprise" or as part of the Utility Enterprise within the meaning Article X, Section 20 of the Colorado Constitution; provided, however, after the current calendar year the City may disqualify Electric Facility Activities as an "enterprise" or part of the Utility Enterprise in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made pursuant to this Ordinance. In the event that Electric Facility Activities or the Utility Enterprise is disqualified as an enterprise and the enforceability of the covenants made pursuant to this Ordinance are materially, adversely affected, the City covenants to (i) immediately take all actions necessary to qualify Electric Facility Activities as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution and (ii) permit the enforcement of the covenants made herein.

(h) ***Protection of Security.*** The City, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the principal of and interest on the Note and any other securities payable from the Net Revenue according to the terms thereof No contract shall be entered into nor any other action taken by which the rights of the Owners might be prejudicially and materially impaired or diminished.

(i) ***Project Useful Life.*** The Note matures at such time not exceeding the estimated useful life of the Project.

Section 17. Covenants Regarding Exclusion of Interest on the Note from Gross Income for Federal Income Tax Purposes. For purposes of ensuring that the interest on the Note is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

(a) ***Prohibited Actions***. The City will not use or permit the use of any proceeds of the Note or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Tax Code, or would otherwise cause the interest on the Note to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions***. The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Note shall not be includible in gross income for federal income tax purposes under the Tax Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Note Counsel stating that such compliance is not necessary: (i) gross proceeds of the Note will not be used in a manner that will cause the Note to be considered "private activity bond" within the meaning of the Tax Code; (ii) the Note is not and will not become directly or indirectly "federally guaranteed"; and (iii) the City will timely file Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Tax Code.

(c) ***Letter of Instructions***. The City will comply with the Letter of Instructions delivered to it on the date of issuance of the Note, including but not limited by the provisions of the Letter of Instructions regarding the application and investment of Note proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Letter of Instructions; provided that, in the event the original Letter of Instructions is superseded or amended by a new Letter of Instructions drafted by, and accompanied by an opinion of Note Counsel stating that the use of the new Letter of Instructions will not cause the interest on the Note to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Letter of Instructions.

(d) ***Qualified Tax-Exempt Obligation Designation***. The City hereby designates the Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Tax Code. The City covenants that the aggregate face amount of all tax-exempt obligations issued by the City, together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, shall not be more than $10,000,000 during calendar year 2020. The City recognizes that such tax-exempt obligations include bonds, notes, leases, loans and warrants, as well as the Note to be issued and delivered pursuant to this Ordinance. The City further recognizes that any Owner will rely on the City's designation of the Note as a qualified tax-exempt obligation.

Section 18. Defeasance. The Note shall not be deemed to be outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been credited to trust for the payment thereof (whether upon or prior to the maturity of the Note, but if the Note is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include interest to be earned on the Federal Securities.

Section 19. Events of Default. Each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal, Premium or Interest***. Failure to make any payment of principal of, premium, if any, or interest on the Note when due hereunder;

(b) ***Breach or Nonperformance of Duties***. Breach by the City of any covenant set forth herein or failure by the City to perform any duty imposed on it hereunder and continuation of such breach or failure for a period of thirty days after receipt by the City Clerk of written notice thereof from the Paying Agent or from the Owner; or

(c) ***Appointment of Receiver***. An order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Note pursuant hereto is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within thirty days after it is entered.

Section 20. Remedies for Events of Default.

(a) ***Remedies***. Upon the occurrence and continuance of any Event of Default, the Owner, or a trustee therefor, may protect and enforce its rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the benefit of the Owner of the Note. Additionally, upon the occurrence of any payment Event of Default as provided in Section 19(a) hereof, an additional 2.00% (two hundred basis point) shall be added to the annual Interest Rate then in effect as the default rate for each day in which such payment Event of Default is in effect.

(b) ***Failure to Pursue Remedies Not a Release; Rights Cumulative***. The failure of the Owner to proceed in any manner herein provided shall not relieve the City of any liability for failure to perform or carry out its duties hereunder. The foregoing rights are in addition to any other right available to the Owner of the Note and the exercise of any right by the Owner shall not be deemed a waiver of any other right.

Section 21. Amendment of Ordinance. The City may not amend this Ordinance without the prior written consent of the Owner of the Note.

Section 22. Findings and Determinations. Having been fully informed of and having considered all the pertinent facts and circumstances, the City Council does hereby find, determine, and declare:

(a) ***Compliance with Law.*** The issuance of the Note and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the State Constitution and the Enabling Laws, and all conditions and limitations of the State Constitution and the Enabling Laws have been satisfied.

(b) ***Best Interests.*** It is to the best advantage of the City and its residents that the Note be authorized, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance.

(c) ***Supplemental Public Securities Act.*** The City hereby elects to apply the provisions of Section 11-57-209, C.R.S. Section 11-57-210, C.R.S. and Section 11-57-212, C.R.S.to the authorization of the Loan and the issuance and delivery of the Note.

(d) ***No Advisory of Fiduciary Role.*** The City acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the City and the Lender and its affiliates, (ii) in connection with such transaction, the Lender and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the City, (iii) the Lender and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Lender and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender, or any affiliate of the Lender, has provided other services or advised, or is currently providing other services or advising the City on other matters), (v) the Lender and its affiliates have financial and other interests that differ from those of the City, and (vi) the City has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

Section 23. Appointment and Duties of Paying Agent. The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Note unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Note to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of

Paying Agent hereunder shall be affected through the execution of an agreement by the Paying Agent.

Section 24. Approval of Miscellaneous Documents. The City Council hereby authorizes and approves the execution of all documents and certificates necessary or desirable to effectuate the issuance of the Note and the transaction contemplated hereby, including without limitation the Term Sheet, and execution by the parties thereto shall constitute the City Council's approval of such documents and certificates in the form so executed. In the discretion of City officials, the use of electronic signatures as authorized pursuant to Resolution 2020-19 of the City shall be permitted except in relation to the manual signatures required for the execution of the Note.

Section 25. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City directed toward the issuance of the Note for the purposes herein set forth, including without limitation actions taken on the City's behalf in connection with the Request for Proposal Funding for Community Broadband, are hereby ratified, approved and confirmed.

Section 26. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

Section 27. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 28. Ordinance Irrepealable. After the Note has been issued, this Ordinance shall constitute a contract between the Owner and the City and shall be and remain irrepealable until the principal of the Note and all interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 29. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 30. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS 21st DAY OF MAY, 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 JUNE, 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Catherine Mythen-Fletcher, City Clerk

APPENDIX A

FORM OF NOTE

UNITED STATES OF AMERICA

CITY OF GLENWOOD SPRINGS, COLORADO
ACTING BY AND THROUGH ITS UTILITY ENTERPRISE
ELECTRIC REVENUE PROMISSORY NOTE
SERIES 2020

R-___ $_________

Interest Rate	**Maturity Date**	**Dated Date**
%		___________

REGISTERED OWNER:

PRINCIPAL SUM: DOLLARS

CITY OF GLENWOOD SPRINGS, COLORADO, in the State of Colorado, a duly organized and validly existing home-rule City and political subdivision of the State of Colorado, acting by and through its Utility Enterprise (the "City"), for value received, hereby promises to pay, solely out of the special funds hereinafter designated but not otherwise, to the registered owner named above, or registered assigns, on Principal Redemption Dates or on the Maturity Date specified above or, the principal amount specified above (capitalized terms used herein shall have the meanings set forth in City Ordinance No. 2020-14 authorizing the issuance of this Note (the "Ordinance")). In like manner the City promises to pay interest on the unpaid principal amount (computed on the basis of a 360-day year of twelve 30-day months) on each monthly Interest Payment Date, computed initially from the Dated Date set forth above, at the Interest Rate per annum specified above, until the outstanding principal amount is paid in full.

Attached as an Exhibit to this Note is a schedule of the monthly principal and interest due on this Note on each Interest Payment Date and Principal Redemption Date, as well as on the Maturity Date.

The principal of and interest on this Note shall be paid by check or draft of the Paying Agent mailed on or before each Interest Payment Date and Principal Redemption Date to the registered owner of this Note; provided however, the Paying Agent shall make such payments by wire transfer or such alternative means as may be mutually agreed to between the registered owner of this Note and the Paying Agent. The final installment of the principal of and interest on this Note shall only be payable upon presentation and surrender of this Note to the Paying Agent, provided however this Note need not be presented for the payment of principal when redeemed in the case of mandatory scheduled redemption. THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS NOTE AND THE CITY. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN

ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS NOTE.

This Note is subject to redemption at the option of the City, in whole but not in part, on any Interest Payment Date; upon payment of the outstanding and unpaid principal amount and accrued interest to the Interest Payment Date on which such optional redemption is made, without redemption premium

The Note is special, limited obligation of the City payable solely from and secured solely from the Net Revenues generated from Electric Utility Activities as provided in the Ordinance and shall not constitute a general obligation of the City. Pursuant to the Ordinance the City pledged for the payment of the principal of, premium if any, and interest on the Note at any time outstanding, and granted a lien for such purpose on the Net Revenues. This Note is issued under authority of the City Charter and, among other things, under the authority of the Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its deliver for value.

If any payment required by this Note is not made at the time it becomes due and remains unpaid for a period of 10 days or if any other Event of Default shall have occurred under the City's obligations under the Ordinance then the unpaid balance of this Note may be accelerated by the holder of this Note, and the unpaid principal balance of this Note plus all accrued interest and any reimbursable fees and costs shall be due and payable in full. Additionally, upon the occurrence of a payment Event of Default, an additional 2.00% per annum interest rate shall be added to the annual Interest Rate then in effect as the default rate for each day in which such payment Event of Default is in effect. The City waives presentment, notice of dishonor and protest and agrees that any extension of time with respect to any payment shall not affect the City's liability under this Note. No waiver by the holder of this Note of any payment or right under this Note shall operate as a waiver of any other payment or right under this Note. The City will pay all costs and expenses, including reasonable attorney fees, incurred by the holder of this Note on default regardless of whether an action shall be instituted to collect this Note and in collecting any judgment thereon.

The City agrees with the Owner of this Note that it will keep and perform all the covenants and agreements contained in the Ordinance.

It is hereby certified that all conditions, acts and things required by the City Charter, and the constitution and laws of the State of Colorado, and the ordinances of the City, to exist, to happen and to be performed, precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the Note do not exceed any limitations prescribed by said City Charter, Constitution or laws of the State of Colorado, or the ordinances of the City.

This Note shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, City of Glenwood Springs, Colorado, has caused this Note to be signed in the name and on behalf of the City with the manual signature of the Mayor, to be sealed with the seal of the City or a facsimile thereof and to be attested by the manual signature of the City Clerk.

[MANUAL OR FACSIMILE SEAL] GLENWOOD SPRINGS, COLORADO

By (Manual Signature)________________________
Mayor

ATTEST:

By (Manual Signature)__________________
City Clerk

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within-mentioned Ordinance.

City Director of Finance, as Paying Agent

By ____
Authorized Representative

Date of Authentication: ________________________

CERTIFICATE OF TRANSFER

FOR VALUE RECEIVED, ____________________________________, the undersigned, hereby sells, assigns and transfers unto ____________________________________ (Tax Identification or Social Security No. _______________) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints ___________________________________ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________________

____
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

May 21, 2020

Ricky Smith
Procurement Manager
City of Glenwood Springs
101 West 8th St.
Glenwood Springs, CO 81601

Dear Ricky,

Thank you for the opportunity to discuss your potential financing needs to facilitate the funding for Community Broadband for the City of Glenwood Springs (the "City") in the amount not to exceed $9,250,000.

This letter is for discussion purposes only and does not represent a formal commitment for financing. Such commitment will be subject to written approval by this Bank and may contain terms in addition to those stated here. Here are the general terms based on the preliminary project information, a more definitive lease structure will be defined as additional information is collected.

Basic Term of Proposal

Issuer:	City of Glenwood Springs, Colorado. Enterprise Financing without annual appropriations.
Loan Amount:	Not to exceed $9,250,000.
Interest Rate:	1.99% per annum fixed for 10 years, then the rate will change to the 10-Year U.S. Treasury Rate then in effect plus 1.35% per annum, subject to a floor rate of 1.99% per annum. This assumes a satisfactory opinion letter for double tax exempt status. This also assumes that the transaction will close prior to July 1, 2020. The Bank reserves the right to re-price the interest rate if the transaction does not close by July 1, 2020. The interest rate shall increase by 2% per annum upon any monetary default.
Fees:	Origination Fee: .50% of Loan Amount. City will be responsible for paying or reimbursing the Bank, as applicable, for all documentation fees, double tax exempt opinion letter cost and fees, Bank outside legal counsel fees and other out of pocket fees and charges.

Purpose:	Funds to be used to build out approximately 150 miles of broadband fiber in the City and working capital for community broadband. Bank will not be responsible for monitoring the work.
Disbursement Options:	All funds to be disbursed to the City's Project Fund deposit account with the Bank upon Closing. All disbursed and unused Project Funds will remain on on deposit with the Bank.
Term:	Three-year interest only, then reamoritzied over 17 years payable in equal monthly installments of approximately $53,481.79 for 7 years, then re-amoritized with monthly payments for 10 years.
Maturity:	240 months from Closing.
Collateral:	First Lien on the Net Revenues on deposit in the City's Electric System Fund, which includes the City's generation and delivery of electricity as well as broadband services. A lien on the Project Fund deposit account with the Bank.
Prepayment:	Early redemption fee: None.
Deposit Accounts:	Project Funds to be kept exclusively with the Bank for so long as the debt is outstanding. In addition City will maintain at least $2,000,000 of general deposits with the Bank for so long as the debt is outstanding.
Covenants:	Minimum Debt Service Coverage Ratio of 1.10:1. No new subordinate debt issuances without Bank consent. No new parity lien obligations unless or until the City and the Bank concur that based upon the 12 months prior to the new debt issuance the City has maintained a Minimum Debt Service Coverage Ratio of 1:4:1 after including any new debt issuance. Such other covenants, terms and conditions as the Bank may require.
Other:	Other loan and security conditions as the Bank may require in the Financing Documentation.

We appreciate the opportunity to provide you with this proposal of general terms. I am hopeful that the Bank of Colorado will be successful in winning your business. As stated above this is not a formal commitment for financing, it is only a general terms proposal and remains valid until May 24, 2020 unless Bank and proposed lessee agree to continue working toward a final financing package. Any closing of the transaction is subject to our final review and approval of the Financing Documentation.

Please do not hesitate to call me at 970-945-7422 if thoughts or questions arise in your review of the above.
Sincerely,

BANK OF COLORADO

Brad Kreikemeier
Executive Vice President

The above reviewed and agreed to this ________ day of May, 2020.

CITY OF GLENWOOD SPRINGS

By: ______________________
Ricky Smith
Its: Procurement Manager

4110828v.9

City Council
STAFF REPORT
City of Glenwood Springs
May 21, 2020

Agenda Item:	2020 Budget Enterprise Funds, Fleet and Street Tax
Action Requested:	N/A
Department:	City Administration
Presented By:	Steve Boyd, COO Matthew Langhorst, Public Works Director
Background Info:	These spreadsheets outline the revenue reduction that may occur in our Landfill, Water, Electric, Fleet and Street Tax Funds in our worst case scenario and outline actions staff and Council can take in response.
Issues:	N/A
Staff Recommendation:	N/A

LANDFILL FUND

	A REVENUE	B EXPENSES	C 2020 INCREASE / (DECREASE)	D 2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	$2,812,500	$2,805,626	$6,874	$2,013,520
2020 COVID BUDGET	$2,674,875	$2,665,626	$9,249	
DIFFERENCE	$137,625	$140,000	($2,375)	
PERCENT CHANGE	-4.9%	-5.0%	-34.6%	

The Landfill has been busy so far in 2020 and we expect that to continue. A few operating costs can be eliminated and the compost project is coming in under budget.

Revenue Decrease	
Charges and Fees (5%)	$137,625
Total Revenue Decrease	**$137,625**

Fund Balance	
Beginning 2019	$2,778,773
2019 Actual	$351,524
2019 End Projected	$3,130,297
2020 Forecast	$9,249
Ending 2020	**$3,139,546**

Spending Cuts	
Operating Costs	$40,000
Compost Lagoon Underbudget	$100,000
Total Spending Cuts	**$140,000**
Net Impact to Reserves	**$2,375**

WATER/WASTEWATER FUND

	A	B	C	D
	REVENUE	EXPENSES	2020 INCREASE / (DECREASE)	2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	$6,474,355	$13,845,815	($7,371,460)	$28,754,060
2020 COVID BUDGET	$5,809,290	$12,345,815	($6,536,526)	
DIFFERENCE	$665,066	$1,500,000	($834,935)	
PERCENT CHANGE	-10.3%	-10.8%	11.3%	

Water usage is not expected to drop too much during this pandemic. Our worst case assumes a 15% decrease in revenues for the rest of 2020 between lower usage and more delinquent payments that will increase accounts receivable. Revenue reduction is offset by the Cedar Crest project coming in under budget. A handful of relatively small projects and some operating expenses are also eliminated.

Revenue Decrease	
Water User Fees (15%)	$285,053
Sewer User Fees (15%)	$350,012
Interest	$30,000
Total Revenue Decrease	**$665,066**

Fund Balance	
Beginning 2019	$37,257,630
2019 Actual	($1,139,799)
2019 End Projected	$36,117,831
2020 Forecast	($6,536,526)
Ending 2020	**$29,581,306**

Spending Cuts	
Operating Costs	$60,000
Cedar Crest Savings	$1,300,000
WTP Access Road Improvements	$35,000
Booster Pump Replacement	$25,000
Starbucks/Safeway Sewer Line	$80,000
Total Spending Cuts	**$1,500,000**
Net Impact to Reserves	**$834,935**

ELECTRIC FUND

	A	B	C	D
	REVENUE	EXPENSES	2020 INCREASE / (DECREASE)	2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	$16,230,596	$19,031,024	($2,800,428)	$21,821,940
2020 COVID BUDGET	$14,200,035	$16,289,024	($2,088,989)	
DIFFERENCE	$2,030,561	$2,742,000	($711,439)	
PERCENT CHANGE	-12.5%	-14.4%	25.4%	

The biggest cost in our electric fund is the purchase of the power we sell. That is largely a variable cost, so if people don't use it we don't have to pay for it which helps us balance this budget in times of decreasing demand. In our worst case scenario we expect to sell up to 20% less electricity during the pandemic if hotels/restaurants remain closed.

Revenue Decrease	
Commercial (20%)	$1,383,988
Residential (20%)	$622,990
Municipal (20%)	$23,583
Total Revenue Decrease	**$2,030,561**

Fund Balance	
Beginning 2019	$25,167,510
2019 Actual	$646,729
2019 End Projected	$25,814,239
2020 Forecast	($2,088,989)
Ending 2020	**$23,725,250**

Spending Cuts	
Electric Purchase	$1,000,000
Operating Costs	$167,000
4th Sub Station	$1,000,000
South Midland Project	$150,000
Ped Bridge to Blake Line	$100,000
Red Mtn North	$125,000
Miscellaneous Projects	$200,000
Total Spending Cuts	**$2,742,000**
Net Impact to Reserves	**$711,439**

STREET TAX FUND

	A	B	C	D
	REVENUE	EXPENSES	2020 INCREASE / (DECREASE)	2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	$2,977,970	$4,068,097	($1,090,127)	$423,069
2020 COVID BUDGET	$1,757,002	$3,103,097	($1,346,095)	
DIFFERENCE	$1,220,968	$965,000	$255,968	
PERCENT CHANGE	-41.0%	-23.7%	-23.5%	

The Street Tax Fund has two large projects scheduled this year, Cedar Crest and 22nd Street. Cedar Crest came in $350k under budget, and we can eliminate the Street Tax Fund's portion of $400k of 22nd Street. This fund came in below the 2019 budget by approximately $800,000 due to a couple of projects not being completed so the additional reserves make it easier to balance.

Revenue Decrease	
Sales Tax (50%)	$1,220,968
Total Revenue Decrease	**$1,220,968**

Fund Balance	
Beginning 2019	$1,685,540
2019 Actual	$661,926
2019 End Projected	$2,347,466
2020 Forecast	($1,346,095)
Ending 2020	**$1,001,371**

Spending Cuts	
Operating Costs	$250,000
22nd Street	$200,000
Cedar Crest	$350,000
VUEWorks	$65,000
Other	$100,000
Total Spending Cuts	**$965,000**
Net Impact to Reserves	**($255,968)**

FLEET FUND

	A	B	C	D
	REVENUE	EXPENSES	2020 INCREASE / (DECREASE)	2020 ENDING AVAILABLE FUND BALANCE
2020 BUDGET	$1,615,500	$2,213,060	($597,560)	$3,276,635
2020 COVID BUDGET	$1,015,500	$1,543,060	($527,560)	
DIFFERENCE	$600,000	$670,000	($70,000)	
PERCENT CHANGE	-37.1%	-30.3%	11.7%	

The 2020 Fleet Fund budget included 7 vehicles for General Fund purposes that were funded from the Capital Projects Fund. These can be eliminated in our worst case scenario. Also included was a one-time $150,000 "catch-up" contribution from Capital Projects to the Fleet Fund to help rebuild a cash reserve. This scenario eliminates 1/2 of that transfer, or $75,000.

Revenue Decrease	
Capital Projects Fund Transfers	$575,000
Interest	$25,000
Total Revenue Decrease	**$600,000**

Spending Cuts	
Operating Costs	$200,000
General Fund Vehicles (7)	$370,000
General Fund Equipment	$100,000
Total Spending Cuts	**$670,000**
Net Impact to Reserves	**$70,000**

Fund Balance	
Beginning 2019	$4,609,303
2019 Actual	($141,980)
2019 End Projected	$4,467,323
2020 Forecast	($527,560)
Ending 2020	**$3,939,763**

City Council
STAFF REPORT
City of Glenwood Springs
May 21, 2020

Agenda Item: Resolution 2020-22; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Amending it's Local Disaster Declaration to Provide for the Administrative Modification of Liquor Licenses Premises to Facilitate Outdoor Dining within the City's Rights-of-Way

Action Requested: Approval of Resolution 2020-22, which would provide for the administrative modification of liquor license premises to use the city right-of-way for outdoor dining

Department: Attorney

Presented By: Karl Hanlon

Background Info: City Council recently approved an expansion of the City's outdoor seating program for restaurants and specialty food vendors through the end of 2020. This resolution would facilitate the expansion of liquor licenses into patios that expand into the right-of-way.

Issues:

Staff Recommendation:

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING ITS LOCAL DISASTER DECLARATION TO PROVIDE FOR THE ADMINISTRATIVE MODIFICATION OF LIQUOR LICENSED PREMISES AND TEMPORARY LEASES AND/OR REVOCABLE LICENSES TO ENCROACH FOR RIGHTS OF WAY.

WHEREAS, the City of Glenwood Springs (“City” or “Glenwood Springs”) 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 Resolution No. 12, Series of 2020, the Glenwood Springs City Council declared a local disaster emergency on March 12, 2020 pursuant to Section 24-33.5-709, C.R.S.; and

WHEREAS, pursuant to Section 020.020.030 of the Glenwood Springs Municipal Code, there is established a Local Liquor Licensing Authority for the City, and the City Clerk is vested with the authority to assist the Liquor Licensing Authority by receiving all applications and approving various amendments, including premises modifications; and

WHEREAS, on May 15, 2020, due to public health concerns raised by the presence of COVID-19 in the state, the Liquor Enforcement Division for the State of Colorado issued Emergency Regulation 47-302 in Bulletin 20.07 (“Emergency Regulation 47-302”) establishing procedures for a licensee seeking to temporarily modify the licensed premises, including into outdoor areas contiguous or adjacent to the existing licensed premises; and

WHEREAS, pursuant to Emergency Regulation 47-302, a licensee must seek permission of the relevant Local Licensing Authority in addition to the State Licensing Authority to temporarily modify its licensed premises to facilitate social distancing by employees and customers; and

WHEREAS, to facilitate the business of licensees and be consistent with Emergency Regulation 47-302, the Glenwood Springs City Council wishes to authorize and encourage administrative review and approval of modifications to licensed premises; and

WHEREAS, in order to facilitate the business needs during periods of mandated social distancing, the Glenwood Springs City Council wishes to authorize and encourage administrative review and approval of temporary right-of-way leases and/or revocable licenses; and

WHEREAS, the Glenwood Springs City Council finds and declares that it is in the best interests of the health, welfare, and safety of the residents of the City of Glenwood Springs to permit administrative review and approval of liquor licensed premises modifications and right-of-way encroachment licenses to accommodate business during the local disaster emergency and mandatory social distancing.

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

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

Section 2. Resolution No. 12, Series 2020 is hereby amended to provide the following:

A. The City Manager or her designee is authorized to administratively review and approve modifications of premises licensed pursuant to City of Glenwood Springs Municipal Code Section 020.020.030, in accordance with Liquor Enforcement Board Emergency Regulation 47-302.

B. The City Manager is authorized to administratively review and approve temporary right-of-way leases and/or encroachment licenses in order to facilitate expansion of outdoor seating areas for dining, in accordance with Colorado Department of Public Health and Environment social distancing requirements.

C. The City Manager is directed to process such applications without any local licensing fees.

Section 3. Notwithstanding the foregoing, nothing herein shall excuse a licensee from complying with applicable provisions of Article V of Chapter 6 of the Glenwood Springs Municipal Code or under state law, Sections 44-3-101 *et seq.* and 44-4-101 *et seq.*, C.R.S, or other conditions of the license.

Section 4. This Resolution shall stay in effect until termination of the City's emergency declaration.

INTRODUCED, READ, AND PASSED THIS 21 DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Catherine Mythen Fletcher, City Clerk