



AGENDA  
CITY OF GLENWOOD SPRINGS  
REGULAR CITY COUNCIL MEETING  
OCTOBER 1, 2020  
101 W. 8<sup>TH</sup> 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: Oct 1, 2020 :1:45pm Ribbon Cutting Cedar Crest 3:30pm P&Z joint Work Session 4:30pm Water Shed and Domestic Water Infrastructure Discussion  
06:15 PM Regular meeting Mountain Time (US and Canada)

Topic: 2020/10/01 Regular Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85798127288>

Or iPhone one-tap :

US: +13462487799,,85798127288# or +16699006833,,85798127288#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 857 9812 7288

International numbers available: <https://us02web.zoom.us/j/k4OpqnhSe>

| TIME          | ITEM | WORK SESSION                                           | ACTION                 |
|---------------|------|--------------------------------------------------------|------------------------|
| 1:45pm        | 2.   | Cedar Crest Ribbon Cutting                             | Presentation           |
| 3:30pm        | 3.   | Joint Meeting with Planning and Zoning                 | Information/Discussion |
| 4:30pm-5:30pm | 4.   | Watershed and Domestic Water Infrastructure Discussion | Information/Discussion |
|               |      | Meeting Set-up                                         |                        |
|               |      | <b>REGULAR SESSION</b>                                 |                        |
| 6:15pm        | 5.   | Roll Call                                              | Quorum                 |

|        |                                                                                                                                                                                                  |                          |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|        | 6. Pledge of Allegiance                                                                                                                                                                          |                          |
|        | 7. Agenda Changes & Conflicts                                                                                                                                                                    | Information              |
|        | 8. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)                                                                                                 | Information              |
|        | 9. Council Comments                                                                                                                                                                              | Information/Discussion   |
| 6:30pm | 10. Consent Agenda                                                                                                                                                                               | Discussion and/or Action |
|        | A. Award of FTTP Wholesale Voice Provider Service per Bid 2020-024 to Momentum Telecom                                                                                                           |                          |
|        | B. Resolution 2020-30; A Resolution of the City Council of the City of Glenwood Springs, Colorado Adjusting Community Broadband Network Rates for Telephone Services                             |                          |
|        | C. Pre-Annexation Agreement for water service to a mixed use building located at 172 Darrow Road in unincorporated Garfield County per the requirements of Municipal Code Section 080.040.030(c) |                          |
|        | D. Resolution 2020-31; A Resolution of the City Council of the City of Glenwood Springs, Colorado Supporting the Colorado River Water Conservation District's Ballot Issue 7A                    | Discussion and/or Action |
|        | E. July 16 Regular Minutes, July 22 and July 23 Special Meeting Minutes                                                                                                                          |                          |

#### **ACTIONS AND/OR PRESENTATIONS**

|        |                                                                                                                                        |                          |
|--------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 6:35pm | 11. Aspen Valley Land Trust Presentation                                                                                               | Presentation             |
| 7:00pm | 12. CONTINUED FROM SEPTEMBER 17, 2020 MEETING Appointments to Boards and Commissions<br>-Historical Preservation Commission            | Discussion and/or Action |
| 7:10pm | 13. Budget 2021 Discussion                                                                                                             | Information/Discussion   |
| 7:20pm | 14. RWAPA IGA and Bylaws                                                                                                               | Discussion and/or Action |
| 7:30pm | 15. GoEV City                                                                                                                          | Presentation             |
| 7:40pm | 16. Blake Gate                                                                                                                         | Discussion and/or Action |
| 8:10pm | 17. IGA Agreement Approval with NWCCOG for Co-located Rack Space within the 910 Telecom Internet Leasing Location in Denver, Colorado. | Discussion and/or Action |
| 8:20pm | 18. Award of Bid BD2020-031 for Networking Equipment and Associated Accessories to One Technology Corporation                          | Discussion and/or Action |
| 8:30pm | 19. Report from City Administration                                                                                                    | Information              |
|        | A. City Manager<br>- South Midland Construction Bidding Update                                                                         |                          |
|        | B. City Attorney                                                                                                                       |                          |
|        | C. Correspondence Incoming/Outgoing                                                                                                    |                          |
| 8:35pm | 20. Adjournment                                                                                                                        |                          |



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Joint Meeting with Planning and Zoning Commission

**Action Requested:** NA

**Department:** Economic and Community Development

**Presented By:** Jennifer Ooton, Assistant City Manager

**Background Info:** The Mayor requested a joint work session with the Planning Commission.

Possible topics for conversation include:

- Affordable Housing (Recommendations from RERC EPA Technical Assistance)
- Marijuana regulations update
- The reality of water needs as we consider future development
- 8<sup>th</sup> Street Crossing (formerly known as the Confluence)
- Comprehensive Plan Update

**Issues:** NA

**Staff Recommendation:** NA

# COMPREHENSIVE PLAN: A ROAD MAP TO COMMUNITY DEVELOPMENT

DO YOU FEEL AS THOUGH your elected board and planning commission often find themselves reacting to unexpected development proposals that sometimes hit the mark and other times absolutely do not? Or is your community struggling, and you want to spark some infill development and create more jobs and housing options in your community?

An updated comprehensive plan, supported by complementary land use regulations and other implementation tools, will provide the framework you need to guide the development you want that is consistent with your community vision, values, and goals.

## What Is a Comprehensive Plan?

A municipality's comprehensive plan, or master plan, is a critical road map to guide decisions about the community's future development. It helps answer many questions, including:

- What are our community assets/opportunities?
- What are our community needs/challenges?
- What is our community vision for the future?
- What goals, policies, objectives, and actions will help us achieve that vision, and address our challenges and opportunities?

A comprehensive plan allows a community to be proactive rather than

reactive. It enables it to plan for the community it wants, and get ahead of critical issues and trends. It is a primary planning framework that other local plans, regulations, and initiatives support and implement.

## What Is Required?

State statutes require each municipality to have a master plan (often referred to as comprehensive plan) prepared by its planning commission (C.R.S. § 31-23-206). This plan is meant to be an advisory document that guides land development decisions, but with sufficient detail, it may be made binding by inclusion in adopted land use regulations. The statutes provide a great deal of guidance on how to make a plan comprehensive, but the only required component is a recreation and tourism element.

Municipalities in Colorado also are required to prepare and adopt a three-mile plan prior to annexing property; this plan must be updated annually (C.R.S. § 31-12-105(e)). The three-mile plan is a long-range plan that outlines where municipalities may consider annexing property, how they would provide services to the newly annexed areas, and how they would sustain adequate provision of services throughout the rest of the municipality. Many municipalities incorporate this requirement into their master plans and others develop stand-alone plans.

## Elements of a Comprehensive Plan

While there is no “one-size-fits-all” plan, there are some common plan components, including land use, transportation, utilities, housing, natural and cultural resources, public services, and recreation and tourism. Comprehensive plans should be just that — comprehensive — in their approach. New trends and best practices in comprehensive planning include incorporating public health and the built environment; resilience and sustainability; downtown revitalization; aging and at-risk populations; natural and human-induced hazards; and water supply and water quality.

## Getting Buy-In

A successful plan requires a thorough and inclusive planning process that engages community residents and stakeholders. Community members who have not been given opportunities to provide input and are not well-informed can present obstacles and even derail the best laid plans. Tap into public and private stakeholders and subject matter experts in the community to help inform the planning process and leverage resources to help tackle community issues.

Regional stakeholders such as counties, special districts, councils of government, or watershed coalitions also may provide valuable information and input into the planning process. Stakeholder interviews and focus





**“The process of solving common problems and striving for a vision brings out the best in people and makes our communities better.”**

— The Planning Commissioners  
Guide, p. 20

groups are effective ways to reach these important players.

### **Steps to Creating and Implementing a Plan**

It can take a year (or more) and plenty of resources to develop a plan. A solid planning framework, first, requires an understanding of community issues, and of population and economic trends that will impact physical development and services. The steps to develop a comprehensive plan are summarized below.

- Gather and analyze information (demographics, research, public and stakeholder input, mapping).
- Identify issues, challenges, and opportunities.
- Develop a community vision for the future.
- Develop goals, objectives, and policies.
- Prepare and evaluate plan options or scenarios.
- Complete and adopt plan.
- Create and follow an implementation plan.

- Monitor and update.

Much work goes into creating a comprehensive plan, but for a plan to be useful, it has to be implemented.

### **Using the Plan**

A good comprehensive plan can be useful in a number of ways, including as a basis for regulatory actions, a guide to community programs and decision making, and as a communication tool.

As a basis for regulatory actions, the plan serves as a foundation and

# The six plan principles identified for comprehensive plans include **livable** built environment, **harmony** with nature, **resilient** economy, **interwoven equity**, **healthy** community, and **responsible regionalism**.

guide for zoning regulations, subdivision regulations, land use maps, hazard regulations, annexation decisions, development review, and other community development decisions, including grants.

The plan also provides guidance for the capital improvement program, as well as local initiatives such as water protection, recreation or open space land acquisition, and housing.

Finally, comprehensive plans communicate to citizens, developers, and others what the community will support. Comprehensive plans are also important to the development of regional plans or programs, e.g., a regional trail network or area transit program.

## Standards & Best Practices

While each community's plan will be tailored to its particular needs, there are general guidelines for developing quality comprehensive plans. The American Planning Association (APA) has developed standards for comprehensive plans ([www.planning.org/sustainingplaces/compplanstandards](http://www.planning.org/sustainingplaces/compplanstandards)). The six principles identified for comprehensive plans include livable built environment, harmony with nature, resilient

economy, interwoven equity, healthy community, and responsible regionalism.

The APA standards also identify many best practices or elements of a successful comprehensive plan, such as being comprehensive, integration with other local plans and programs, innovation, being persuasive, being consistent, coordination, compliance with applicable laws, transparency, and making the plan user-friendly.

The Colorado Department of Local Affairs (DOLA) is a strong supporter of local government comprehensive plans. DOLA has learned lessons over the years with communities that have updated their plans.

- To ensure consistency and the ability to implement the comprehensive plan, update the land use regulations as soon as possible following the update of a comprehensive plan.
- The planning commission must be actively engaged with planning staff and consultants to involve the whole community in developing the plan.
- Elected officials need to provide guidance and support of the planning process, recognizing the

resulting plan policies will guide development and planning decisions for many years to come.

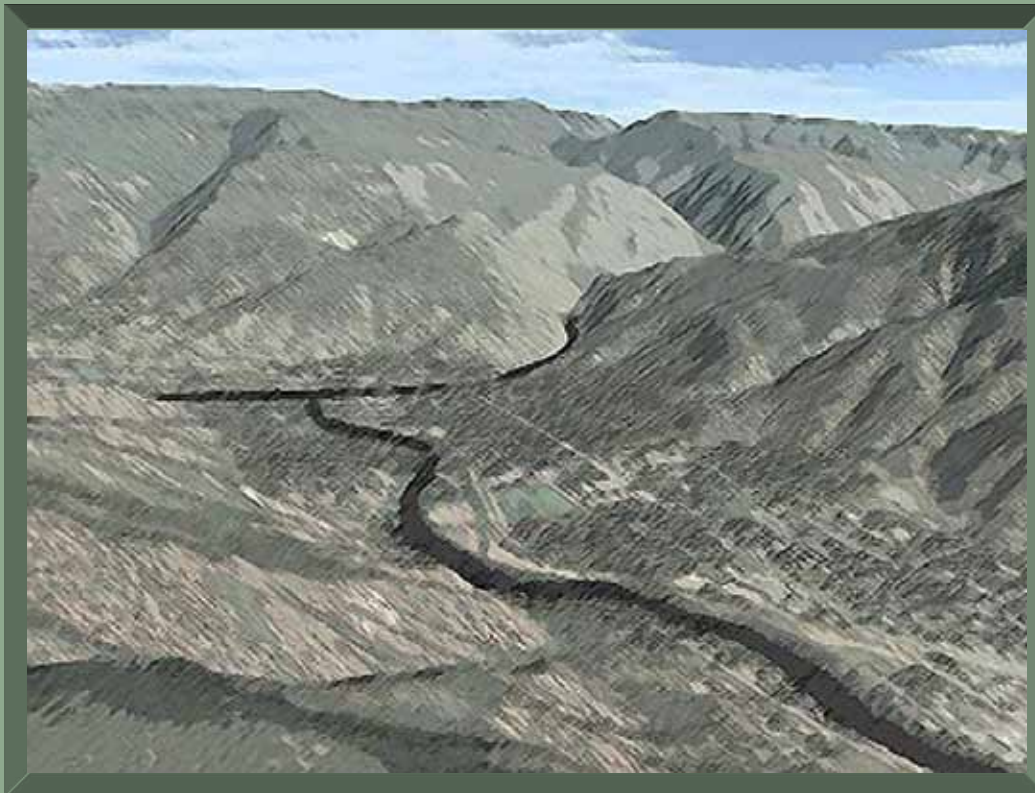
- Local governments will benefit from integrating hazards information, policies, and actions in the comprehensive plan.
- Since the plan utilizes a community and stakeholder engagement process, use this opportunity to create or update intergovernmental agreements with neighboring jurisdictions and service providers to ensure coordinated future development.

## Resources

The Division of Local Government in the Department of Local Affairs offers technical assistance and grants to support planning projects, including comprehensive plans and land use code updates. For more information, visit the Community Development Office page at [www.dola.colorado.gov/cdo](http://www.dola.colorado.gov/cdo) or contact Anne Miller at [anne.miller@state.co.us](mailto:anne.miller@state.co.us).

For additional information, refer to *The Planning Commissioners Guide* by C. Gregory Dale, et al., as well as *Sustaining Places: Best Practices for Comprehensive Plans* by David R. Godschalk and David C. Rouse.

# Glenwood Springs

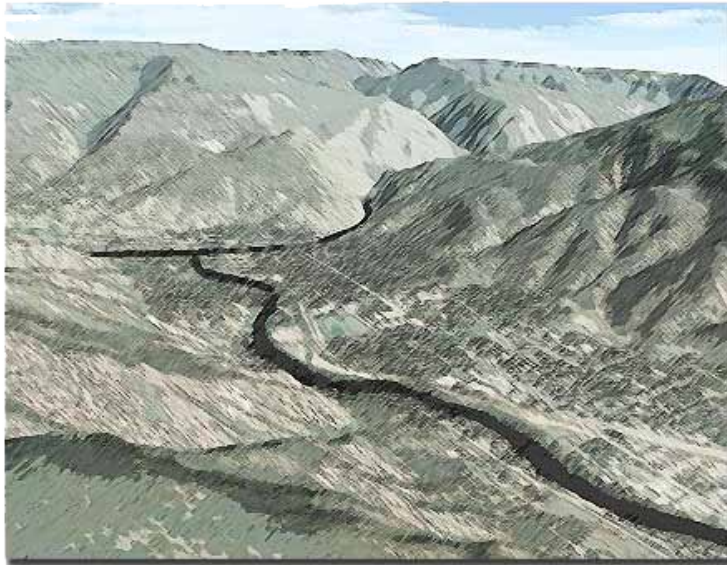


## Comprehensive Plan

*Adopted March 2011*

**GLENWOOD SPRINGS  
COMPREHENSIVE PLAN  
MARCH 2011**

# Glenwood Springs



## Comprehensive Plan



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## ***Acknowledgements***

### ***City Council***

Bruce Christensen, Mayor  
Dave Sturges, Mayor Pro-Tem  
Russ Arensman  
Stephen Bershenyi  
Shelley Kaup  
Leo McKinney  
Matthew Steckler

### ***Planning and Zoning Commission***

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Bruce Barth  
Michael Blair  
Tim Bottger  
Marco Dehm  
John Duven  
Mary Elizabeth Geiger  
Judy Gillespie  
Colleen Long  
Barney Mulligan  
Kathryn Trauger

### ***Steering Committee***

The Comprehensive Plan Steering Committee was made up of the City Planning Commission along with representatives of many of the City's Boards and Commissions, and two City Council members.

David Alcott, Transportation Commission  
Patrick Barker, Planning and Zoning Commission  
Bruce Barth, Planning and Zoning Commission  
Michael Blair, Planning and Zoning Commission  
Tim Bottger, Planning and Zoning Commission  
Allan Cunningham, Housing Commission  
Marco Dehm, Planning and Zoning Commission  
Marice Doll, Historic Preservation Commission  
John Duven, Planning and Zoning Commission  
Mary Elizabeth Geiger, Planning and Zoning Commission  
Judy Gillespie, Planning and Zoning Commission  
Jeremy Heiman, River Commission  
Colleen Long, Planning and Zoning Commission  
Leo McKinney, City Council  
Barney Mulligan, Planning and Zoning Commission  
Barbara Sexauer Corcoran, Parks and Recreation Commission  
Dave Sturges, City Council  
Kathryn Trauger, Planning and Zoning Commission

### ***Staff***

Andrew McGregor, Community Development Director  
Gretchen Ricehill, Senior Planner  
Jill Peterson, Planner  
A'Lissa Gerum, Planner

### ***Planning Consultant Team***

Winston Associates   RPI Consulting   Charlier Associates  
Leslie Bethel   Ignacio Correa-Ortiz   RRC Associates



# PROLOGUE / EXECUTIVE SUMMARY

Many of the issues confronting Glenwood Springs are not new. Many have been around, debated, and studied for years, some for decades. Some have been successfully addressed and resolved. Others remain, searching for solutions that can find the balance between technical and financial feasibility, and community support.

This Comprehensive Plan is truly an update. It builds on the foundation laid by previous plans. The vision, and many of the concepts proposed, can be found in previous plans. Some aspects of this update are new and reflect issues and solutions that have not previously been identified or adopted.

All of the components of the Plan, both old and new, have been given an extensive public airing, in a variety of ways, and have been confirmed (and re-confirmed) by the public and decision-makers.

## THE EVOLUTION OF A COMMUNITY

Communities evolve over time. Glenwood Springs is different today than it was 20 years ago, and different than it will be 20 years into the future. The past 20 years of growth have brought new stores, bigger better schools, and a large hospital. Growth has also brought traffic congestion, different kinds of building styles, and higher taxes for services. The challenge of “change of course” is to have the positive impacts outweigh the negative ones. Surveys and public input conducted with this Plan update indicate that most people, on the whole, feel that Glenwood has gotten better since they’ve lived here.

The Comprehensive Plan is intended to help the city embrace its evolution by identifying key elements that need to be preserved and recommending or suggesting changes to those elements that need to be modified.

What makes a great, livable community? There are many interrelated factors—a “kit of parts.” Each part of the Comprehensive Plan addresses community issues in numerous ways. Each part, or element, of the Plan interacts with the others to achieve the preferred future. All of the parts have been considered for their individual functions as well as how they operate as a whole.



Figure P-1: Aerial view of Glenwood Springs





## CURRENT CHALLENGES

Specific current challenges for Glenwood Springs include:

### Competition in the Role as a Regional Commercial Center of the County

Over the last decade Rifle has eclipsed Glenwood Springs in population, and has attracted major retailers as well as businesses. The potential growth from New Castle to Parachute means that the western portion of Garfield County will continue to attract both retail and residential development.

### Vitality

The need to grow to maintain vitality is compounded by a lack of land for the community to expand. This forces an introspective look at all opportunities for infill and redevelopment—growing inward and upward instead of outward.

### Significant but Uncertain Impacts From Increased Energy Exploration/Development in Garfield County

A dramatic, decade-long buildup of energy-related workers living in Garfield County (including those working in Rio Blanco County) made it more difficult to attract employees to non-energy industry jobs. Due to the lack of available housing, energy workers were finding temporary housing in area hotels and motels, thereby reducing the available supply of rooms for the tourism industry. However, this was followed in 2008/9 by a sudden drop in energy prices, exploration and the workforce. Revised projections indicate a period of slow growth before energy exploration expands significantly. Ultimately, energy-related jobs are expected to level off in Garfield County. This has spurred renewed interest in the diversification of the economy in order to lessen the impacts of a single industry decline.



Figure P-2: The Downtown is seen as the heart of the community; maintaining its vitality is a key goal for the Plan.

### The Lack of Affordable Housing for its Workforce, Both Rental and For-Sale Housing

The affordability and availability of housing is acknowledged to be a regional issue that requires a regional response. However, currently each community within the Roaring Fork and Colorado river valleys are addressing their individual housing needs. According to the 2004 Local and Regional Travel Patterns Study, of those working in Glenwood Springs, only 32% live in Glenwood Springs. Of those living in Glenwood Springs, 41% commute to work somewhere else. A 2005 housing study indicated that the city needs 2,885 additional dwelling units between 2005 and 2015



in order to catch-up and keep-up with the demand for housing. Similarly, the more recent Strategic Housing Plan, approved in 2010, recommended a goal of creating between 20 and 25 units per year between now and 2015 but went on to recognize that the current requirement of providing community housing is based on new residential development and the city likely will not meet that target.



Figure P-3: Increasing truck traffic on Grand Avenue is a growing community concern.

## Increased Traffic and Congestion on Grand Avenue

State Highway 82 (SH 82) is the Roaring Fork River valley's sole, regional commuter corridor. It is also Glenwood Springs' historic Downtown main street where it is four lanes wide and daily carries an average of 25,000 to 29,000 cars and trucks<sup>1</sup>. The 2004 Local and Regional Travel Pattern study indicated that 35% of all work trips and virtually all freight and goods delivery vehicles in the Roaring Fork valley traveled SH 82 in and through Glenwood Springs. The amount of traffic carried by SH 82, and the highway's resulting impacts on the livability and survivability of Glenwood Springs' Downtown commercial core and nearby residential neighborhoods has been the topic of studies and discussions for decades. Recent projections show that SH 82 traffic volumes through Glenwood Springs will increase to between 47,900 and 52,000 vehicles per day by 2030<sup>2</sup>. Recent studies of traffic alternatives have increased the interest in, and concern about, a long-standing proposal for another alignment for SH 82 through Glenwood Springs, along the east side of the Roaring Fork River. This route has several possible alignments—each of which has different cost implications as well as impacts on the character of the community.

## Community Character

As commercial development pressures increase, coupled with projections that the city needs to continue to grow, and expand its workforce housing stock, how does Glenwood Springs maintain the small town atmosphere that its residents and visitors prize?

## To Grow or Not To Grow

Consistent with regional growth policies, Glenwood Springs extended sewer services to developments south of the city along Four Mile Road, and entered into pre-annexation agreements that are still in-force. The County followed suit by designating these areas for urban development. Are those commitments, and that vision, still valid? If so, it commits the City to extend its Urban Growth Boundary southward.

<sup>1</sup> Colorado Department of Transportation, 2009

<sup>2</sup> Corridor Optimization Study, 2007; p. 7



## FINDING AGREEMENT ON COMPLEX ISSUES

### Interrelatedness of Issues

Many of these issues are inter-related. Each part, or element, of the community interacts with the others, usually in multiple ways. For example, the location, density/intensity, mix/variety, and character/design of land uses dictate travel options and patterns. The location of schools influences where utilities and roads are extended and where growth will follow. The alignment of an alternative route for SH 82 could impact the expansion of the Downtown to the west. Growing inward and upward allows continued vitality, but may change the character of the community. Land use decisions, how and where people live and businesses locate, profoundly influences behavior.

### Regional Issues

Another factor adding to the complexity of issues in Glenwood Springs is the fact that many are regional issues. Glenwood Springs is not an island. Transportation; congestion; commuting patterns; affordable housing; the location of jobs; and even the quality of air, water and native habitat are not isolated to political boundaries. What happens in one area affects another, despite local efforts to positively address any or all of these issues.

### Diversity of Opinion

Though consensus is the goal sought for addressing the community's issues, the public input process has demonstrated that there is a wide diversity of opinion on many of the issues confronting the city: the relocation of SH 82, the treatment of Grand Avenue, the mass and scale of the Downtown, annexation potential to the south of town, the future use of the airport, are just a few. As a result, the directions of the Comprehensive Plan represent a combination of public input and professional judgment.



Figure P-4: View of the city looking south into the Roaring Fork Valley

The 2011 Glenwood Springs Comprehensive Plan brings direction to many of the issues that have confronted the community for years, and presents the next steps of action for the city to take shape and do so in a sustainable manner.

## SUSTAINABILITY

Sustainability is a concept that has only reached the public consciousness in the last couple of decades. The term is used to mean many different things. The simplest definition of sustainability is: the ability to meet the needs of the present without compromising the ability of future generations to meet their needs. This means utilizing resources in a way that allows future generations to use them also.



The concept of sustainability applies to the environment, fiscal actions, and social responsibility.

**Environmental sustainability** respects natural systems and resources. This means reducing unnecessary waste, pollutants and energy usage in order to protect the quality of water, air and soils. It also means protecting the river corridors and mountain landscape, preserving important ecosystems and habitat.

**Fiscal sustainability** is living within one's means—as an individual or a community. This means avoiding growth patterns that cost more to serve than the tax revenues they produce. Outward, “greenfield” growth requires new services and infrastructure, whereas inward growth (infill and redevelopment) takes advantage of existing services and infrastructure, usually in a fiscally efficient manner.

**Social sustainability** means taking care of the community to ensure opportunities for proper shelter, food, education, and a healthy lifestyle. It also means that community efforts are equitable, ensuring that the benefits of development are distributed fairly across society. Another aspect of social sustainability is preservation and respect of cultures and heritage. The physical design of the community can make it either easier or more difficult for a community to be socially sustainable. Creating places for people to gather and interact, and creating a variety of transportation modes adds to a community's vibrancy.

Sustainability is a key foundation of the 2011 Glenwood Springs Comprehensive Plan. Many of the concepts presented work concurrently and collaboratively so that Glenwood Springs can evolve toward a sustainable future.

## KEY DIRECTIONS OF THE PLAN

### Vision Statement

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its transportation needs.*

### Community Goals

The Community Goals of the 2011 Glenwood Springs Comprehensive Plan are:

- Promote long-term, sustainable, diverse economic development
- Maintain Glenwood Springs as the regional tourism, retail, commercial and governmental center of Garfield County
- Preserve the small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown
- Address transportation needs and provide multiple convenient travel choices



- Direct development to locations and building forms that are cost-effective to serve
- Provide housing for the entire community
- Support social diversity
- Preserve cultural resources
- Preserve natural resources

These goals can be achieved by using a variety of objectives and strategies, which are summarized in Table 1 and discussed in greater detail in the chapters that follow. In some cases the same objective or strategy can support multiple goals.

Table 1: Community Goals, Objectives and Strategies

| GOALS                                                                                                                                                        | OBJECTIVES AND STRATEGIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CHAPTER, PAGE                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Promote long-term, sustainable, diverse economic development</b>                                                                                          | <ul style="list-style-type: none"> <li>• Direct development into a compact form: infill and redevelopment</li> <li>• Prepare a sub-area plan and analysis for the airport property</li> <li>• Create sub-area plans for center redevelopment</li> <li>• Attract diverse businesses and industries</li> <li>• Retain the long-standing tourist market</li> <li>• Maintain the role as regional center</li> <li>• Retain role as a regional center</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Chapter 3, Page 34<br>Chapter 3, Page 44<br>Chapter 3, Page 45<br>Chapter 4, Page 50<br>Chapter 4, Page 54<br>Chapter 4, Page 54<br>Chapter 7, Page 83                                                                                                                                                                                                                                                                    |
| <b>Maintain Glenwood Springs as the regional tourism, retail, commercial and governmental center of Garfield County</b>                                      | <ul style="list-style-type: none"> <li>• Attract diverse businesses and industries</li> <li>• Retain the long-standing tourist market</li> <li>• Build on role as a regional medical and education center</li> <li>• Maintain the role as regional center</li> <li>• Retain role as a government center</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Chapter 4, Page 50<br>Chapter 4, Page 54<br>Chapter 4, Page 54<br>Chapter 4, Page 54<br>Chapter 4, Page 55                                                                                                                                                                                                                                                                                                                |
| <b>Preserve small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown</b> | <ul style="list-style-type: none"> <li>• Develop according to the vision</li> <li>• Direct development into a compact form: infill and redevelopment</li> <li>• Enhance pedestrian-friendliness while facilitating traffic</li> <li>• Prepare a sub-area plan and analysis for the airport property</li> <li>• Create sub-area plans for center redevelopment</li> <li>• Create concept plans to guide redevelopment of streetscape</li> <li>• Provide direction for annexation &amp; land use in the City's area of influence</li> <li>• Maintain the role as regional center</li> <li>• Retain role as a regional center</li> <li>• Support Ski Sunlight</li> <li>• Maintain rafting access to the rivers</li> <li>• Consider outdoor active recreation fields as a component during studies on alternative land uses for the airport</li> <li>• Consider expansions to the Community Center</li> <li>• Direct growth inward</li> <li>• Expand the existing Downtown design standards to address the construction of additional stories in order to retain the historical and/or architectural character of buildings fronting Grand Avenue</li> <li>• Support and expand the public arts and cultural programs</li> <li>• Continue planning for a performing arts center</li> <li>• Plan for civic spaces: parks, promenades, plazas</li> </ul> | Chapter 3, Page 34<br>Chapter 3, Page 34<br>Chapter 3, Page 36<br>Chapter 3, Page 44<br>Chapter 3, Page 45<br>Chapter 3, Page 45<br>Chapter 3, Page 45<br>Chapter 4, Page 54<br>Chapter 7, Page 83<br>Chapter 8, Page 91<br>Chapter 8, Page 93<br>Chapter 8, Page 94<br><br>Chapter 8, Page 94<br>Chapter 9, Page 102<br>Chapter 10, Page 107<br><br>Chapter 10, Page 108<br>Chapter 10, Page 108<br>Chapter 10, Page 109 |



Table 1 Continued: Community Goals, Objectives and Strategies

| GOALS                                                                                      | OBJECTIVES AND STRATEGIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CHAPTER, PAGE                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Address transportation and provide multiple convenient travel choices</b>               | <ul style="list-style-type: none"> <li>• Direct development into a compact form: infill and redevelopment</li> <li>• Prepare a sub-area plan and analysis for the airport property</li> <li>• Continue the efforts for a relocated route for SH 82</li> <li>• Develop a regional traffic model and transportation master plan</li> <li>• Improve Grand Avenue traffic flow while promoting a pedestrian-friendly Downtown</li> <li>• Improve interconnectivity of the road network to provide alternative routes through and around town</li> <li>• Encourage reduction of single-occupant vehicles and encourage alternate travel modes through land use planning and community design</li> <li>• Strengthen transit and plan for transit hubs</li> <li>• Expand and connect the trail system and other walking and bicycling routes</li> <li>• Create complete streets to encourage alternative modes of travel</li> <li>• Work with CDOT in regard to the replacement of the Grand Avenue Bridge</li> <li>• Continue to implement the Trail Master Plan, Parks and Recreation Master Plan</li> <li>• Plan for the city-owned land adjacent to the river trail</li> <li>• Consideration of trails during design and construction of a relocated SH 82</li> <li>• Coordinate trail planning and implementation</li> <li>• Secure trail access</li> <li>• Construct additional pedestrian bridges and trail routes</li> </ul> | <p>Chapter 3, Page 34<br/>Chapter 3, Page 44<br/>Chapter 5, Page 59<br/>Chapter 5, Page 59<br/>Chapter 5, Page 60<br/><br/>Chapter 5, Page 65<br/><br/>Chapter 5, Page 66<br/><br/>Chapter 5, Page 66<br/>Chapter 5, Page 67<br/>Chapter 5, Page 68<br/>Chapter 5, Page 69<br/>Chapter 8, Page 90, 93<br/>Chapter 8, Page 91<br/>Chapter 8, Page 92<br/>Chapter 8, Page 92<br/>Chapter 8, Page 92<br/>Chapter 8, Page 93</p> |
| <b>Direct development to locations and building forms that are cost-effective to serve</b> | <ul style="list-style-type: none"> <li>• Direct development into a compact form: infill and redevelopment</li> <li>• Prepare a sub-area plan and analysis for the airport property</li> <li>• Create sub-area plans for center redevelopment</li> <li>• Direct growth to areas where utilities and services can be provided efficiently</li> <li>• Retain role as a regional center</li> <li>• Direct growth inward</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Chapter 3, Page 34<br/>Chapter 3, Page 44<br/>Chapter 3, Page 45<br/>Chapter 7, Page 82<br/><br/>Chapter 7, Page 83<br/>Chapter 9, Page 102</p>                                                                                                                                                                                                                                                                           |
| <b>Provide housing opportunities for the entire community</b>                              | <ul style="list-style-type: none"> <li>• Direct development into a compact form: infill and redevelopment</li> <li>• Prepare a sub-area plan and analysis for the airport property</li> <li>• Create sub-area plans for center redevelopment</li> <li>• Increase the supply of housing that is affordable to the workforce (community housing) by implementing the Strategic Housing Plan</li> <li>• Encourage greater variety in housing types and price</li> <li>• Encourage housing variety and affordability throughout the community</li> <li>• Require good design for mixed-use and higher density projects</li> <li>• Act regionally to address housing issues</li> <li>• Plan for the city-owned land adjacent to the river trail</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Chapter 3, Page 34<br/>Chapter 3, Page 44<br/>Chapter 3, Page 45<br/>Chapter 6, Page 73<br/><br/>Chapter 6, Page 75<br/>Chapter 6, Page 76<br/>Chapter 6, Page 78<br/>Chapter 6, Page 79<br/>Chapter 8, Page 91</p>                                                                                                                                                                                                       |
| <b>Support social diversity</b>                                                            | <ul style="list-style-type: none"> <li>• Direct development into a compact form: infill and redevelopment</li> <li>• Increase the supply of housing that is affordable to the workforce (community housing) by implementing the Strategic Housing Plan</li> <li>• Encourage greater variety in housing types and price</li> <li>• Encourage housing variety and affordability throughout the community</li> <li>• Require good design for mixed-use and higher density projects</li> <li>• Retain role as a regional center</li> <li>• Direct growth inward</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Chapter 3, Page 34<br/>Chapter 6, Page 73<br/><br/>Chapter 6, Page 75<br/>Chapter 6, Page 76<br/>Chapter 6, Page 78<br/>Chapter 7, Page 83<br/>Chapter 9, Page 102</p>                                                                                                                                                                                                                                                    |





Table 1 Continued: Community Goals, Objectives and Strategies

| GOALS                                                                                                                   | OBJECTIVES AND STRATEGIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CHAPTER, PAGE                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                         | <b>Preserve cultural resources</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <ul style="list-style-type: none"><li>Assist with the relocation of the library</li><li>Plan for educational facilities</li><li>Implement the citywide historic preservation plan</li><li>Create an incentive program to deter the demolition of structures that are historically and/or architecturally significant</li><li>Expand the existing Downtown design standards to address the construction of additional stories in order to retain the historical and/or architectural character of buildings fronting Grand Avenue</li><li>Protect the Cardiff Coke Ovens during the planning and construction of the South Bridge and/or other roads in the area</li><li>Support and expand the public arts and cultural programs</li><li>Continue planning for a performing arts center r</li><li>Develop an Arts Master Plan</li><li>Plan for civic spaces: parks, promenades, plazas</li><li>Work regionally to protect cultural assets</li></ul> | Chapter 7, Page 88<br>Chapter 7, Page 88<br>Chapter 10, Page 106<br>Chapter 10, Page 107<br><br>Chapter 10, Page 107<br><br>Chapter 10, Page 107<br><br>Chapter 10, Page 108<br>Chapter 10, Page 108<br>Chapter 10, Page 108<br>Chapter 10, Page 109<br>Chapter 10, Page 109                                                                                                       |
|                                                                                                                         | <b>Preserve natural resources</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <ul style="list-style-type: none"><li>Promote water conservation</li><li>Implement the Climate Action Plan</li><li>Apply intergovernmental efforts toward regional wildfire fire protection</li><li>Plan for the city-owned land adjacent to the river trail</li><li>Enhance and promote world-class fishing</li><li>Continue leadership in protecting the natural setting</li><li>Preserve and enhance the river corridor environment</li><li>Support efforts in protect the Roaring Fork River and Colorado River systems</li><li>Increase access to the rivers</li><li>Establish water conservation programs</li><li>Direct growth inward</li><li>Minimize human/wildlife conflicts</li></ul>                                                                                                                                                                                                                                                    | Chapter 7, Page 84<br>Chapter 7, Page 86<br>Chapter 7, Page 86<br>Chapter 8, Page 91<br>Chapter 8, Page 93<br>Chapter 9, Page 98<br>Chapter 9, Page 100<br>Chapter 9, Page 100<br>Chapter 9, Page 101<br>Chapter 9, Page 101<br>Chapter 9, Page 102<br>Chapter 9, Page 102                                                                                                         |
| Additional Objectives and Strategies recommended to enhance existing community facilities, services and infrastructure: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                         | <ul style="list-style-type: none"><li>Allocate land for utility expansion</li><li>Plan for domestic water infrastructure improvements</li><li>Consider fiscal impacts prior to expanding city water and sewer services</li><li>Plan and budget for electrical system improvements</li><li>Reduce electricity consumption</li><li>Continue to consider harnessing hydroelectric energy</li><li>Continue to consider harnessing geothermal energy</li><li>Maintain levels of service for police</li><li>Amend codes for fire prevention/possible substation</li><li>Plan for increased landfill capacity</li><li>Update the Parks and Recreation Master Plan</li><li>Partnership with the Roaring Fork RE-1 School District</li><li>Coordinate with other recreation providers and develop partnerships</li><li>Review and update park dedication requirements</li><li>Track park usage and levels of service</li><li>Continue improvements to the Whitewater Park</li></ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Chapter 7, Page 83<br>Chapter 7, Page 83<br>Chapter 7, Page 84<br>Chapter 7, Page 85<br>Chapter 7, Page 85<br>Chapter 7, Page 85<br>Chapter 7, Page 86<br>Chapter 7, Page 86<br>Chapter 7, Page 86<br>Chapter 7, Page 86<br>Chapter 7, Page 88<br>Chapter 8, Page 90<br>Chapter 8, Page 91<br>Chapter 8, Page 91<br>Chapter 8, Page 91<br>Chapter 8, Page 92<br>Chapter 8, Page 93 |



## INTRODUCTION TO COMPREHENSIVE PLANNING

Comprehensive plans are established by state law<sup>3</sup> for the general purpose of “guiding and accomplishing a coordinated and harmonious development which, in accordance with present and future needs and resources, will best promote the general welfare of the inhabitants.” Comprehensive plans apply to municipal boundaries as well as up to three miles in the surrounding area<sup>4</sup>.

Experience has demonstrated that when a comprehensive plan is followed to guide growth, community goals will be more fully achieved. If future development is allowed to ignore the comprehensive plan, it is likely that the vision, as well as many goals and objectives, will not be achieved. The success of the comprehensive plan—reaching the vision—depends upon the commitment and will of public officials, the development community, City staff, and the general citizenry to implement the recommended goals, policies and strategies.

### PLANNING AREA

The 2011 Glenwood Springs Comprehensive Plan planning area includes the city boundaries and a portion of unincorporated Garfield County which lies within the city's Urban Growth Boundary (see Figure 1-1). The size of this area is approximately fifty square miles.

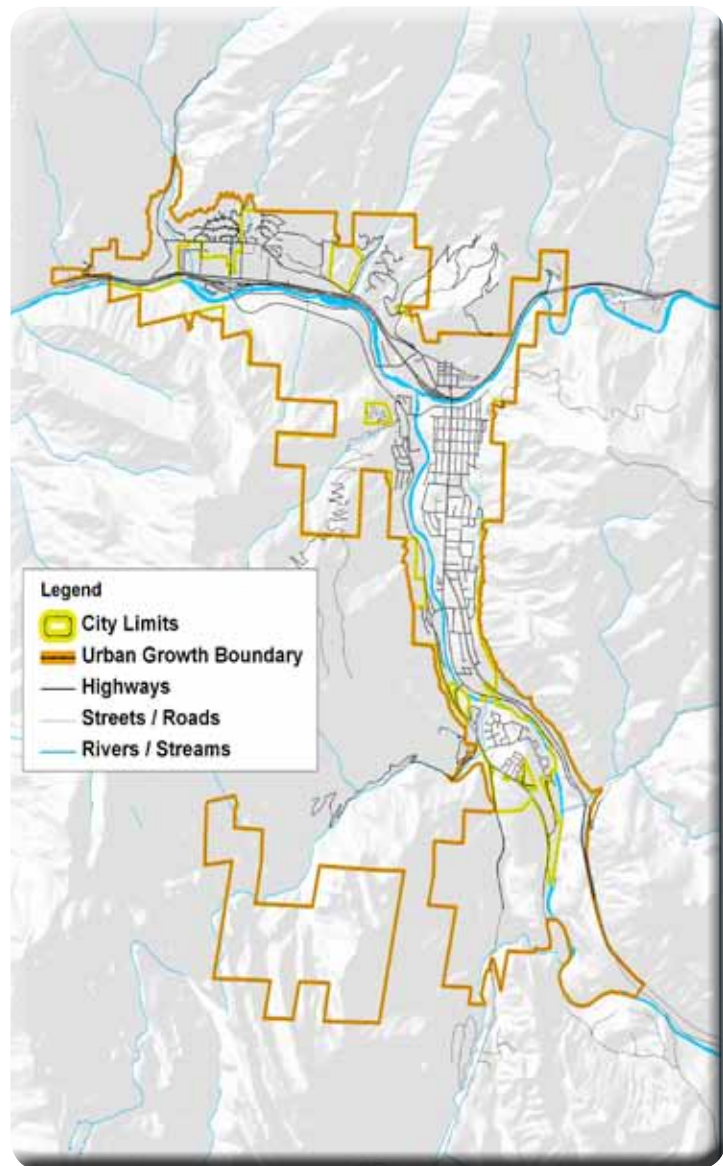


Figure 1-1: Comprehensive Plan Planning Area

<sup>3</sup> Colorado Revised Statutes C.R.S. 30-28-106 et seq. and 31-23-201 et seq.  
<sup>4</sup> C.R.S. 31-12-105



## THE 2011 COMPREHENSIVE PLAN UPDATE PROCESS

The 2011 Comprehensive Plan update is the result of an extensive public engagement process. The public participated in a variety of ways including numerous stakeholder interviews, five public meetings, seven Steering Committee meetings, four City Council work sessions, Planning and Zoning Commission public hearings, City Council public hearings, and several special meetings with staff and / or the consultants. Information about the update process was conveyed through articles in the *Post Independent* and other local newspapers, a local access television segment, the City website, a comprehensive plan website: ([www.glenwoodspringscompplan.com](http://www.glenwoodspringscompplan.com)), e-mail messages and invitations to attendees, and a Facebook fan page. For more information on the public engagement process, please see Appendix 2.



Figure 1-2: Images from the Comprehensive Plan update public meetings

## WHAT IS A COMPREHENSIVE PLAN & HOW WILL IT BE USED?

### Land Use Decision Tool based on Community Values and Vision

A comprehensive plan is a community's guide for making land use decisions. It is based on the community's values and vision for the future. The comprehensive plan guides decision-makers towards the community vision through goals and prioritized implementation strategies particularly selected to help achieve the vision.

A comprehensive plan proposes a general arrangement of land uses, parks and community facilities so as to best accommodate the needs of existing and future citizens. The comprehensive plan is actually a compilation of vision, goals, policies and actions that are usually expressed in a land use map and implemented through land use decisions, and land development codes, zoning map updates and other city plans (e.g. capital improvement plans, parks plans, streets plans, utility plans, etc.). In short, the comprehensive plan is a central manuscript, which coordinates a city's efforts and priorities.



## Long-range Document

A comprehensive plan is very long-range. The land use designations and ideas do not usually materialize immediately. While work on implementing the plan often begins immediately following adoption, it actually takes years before the plan can be fully realized. The Glenwood Springs Comprehensive Plan is intended to be a long-term vision for the City's future with some elements of the Plan addressing issues to 2035.

## Advisory

The Glenwood Springs Comprehensive Plan is advisory in nature. It does not grant property rights, nor restrict them. However, it is an important document because it is one of the standards by which development proposals are evaluated. It provides guidance for zoning as well as budgeting, capital improvement decisions and policy-making.

## Basis for Other Community Plans

It is intended that one or more follow-up sub-area planning efforts will apply the general directions of the Comprehensive Plan to individual neighborhoods, with input from local residents. The Comprehensive Plan will also serve as a general guide for the master plans of other service providers, such as the school district, fire protection districts, etc.

## FLEXIBILITY OF THE PLAN

The land uses that are depicted on the Future Land Use Map (Map 2.1, 2.2, and 2.3) illustrate the policies contained within the Comprehensive Plan. The designations indicate the general character of desired land uses and are therefore somewhat flexible. These general land use designations are then translated into specific zoning designations<sup>5</sup>. The land use designations often can be achieved through more than one zoning designation, giving a rezoning applicant several choices. Comprehensive plan land use designations often follow topography, floodplains, and other physical conditions and they do not necessarily follow property lines. When there are multiple land uses designated on a property, the land use designations can be used to encourage certain development patterns within a parcel.

The comprehensive plan is also flexible in that it can be updated as needs and conditions change. If it is not, it will be ignored and will cease to be a guide for decision-making. However, since the Glenwood Springs Comprehensive Plan was developed with broad community input, it should be adjusted the same way—with input from the community and consideration of all of its individual elements (transportation, parks, utilities, water quality, etc.).



Figure 1-3: The Comprehensive Plan provides the basis for and is used with other City plans, codes and standards.

<sup>5</sup> Through re-zoning



Table 2: Plans and Policy Guidelines Created and/or Adopted between 1998 and 2010

| TITLE                                                                                          | ADOPTION DATE |
|------------------------------------------------------------------------------------------------|---------------|
| Downtown Plan                                                                                  | 1998          |
| Downtown Design Standards                                                                      | 2003          |
| Long Range Transportation Plan 2003-2030: An Update to the 1999 Long Range Transportation Plan | 2003          |
| A Redevelopment Strategy for the Confluence Area                                               | 2003          |
| Street Standards                                                                               | 2005          |
| Traffic Calming Policy                                                                         | 2005          |
| Grand Avenue Traffic Calming Plan                                                              | 2005          |
| Housing Needs Assessment                                                                       | 2005          |
| Parking Analysis - Downtown Glenwood Springs                                                   | 2006          |
| Parks and Recreation Master Plan                                                               | 2006          |
| State Hwy 82 Optimization Study                                                                | 2007          |
| Downtown Streetscape Manual                                                                    | 2008          |
| Citywide Historic Preservation Plan                                                            | 2009          |
| Residential Design Standards                                                                   | 2009          |
| Energy and Climate Action Plan                                                                 | 2009          |
| Geothermal Resources Review                                                                    | 2009          |
| State of the Roaring Fork Watershed Report                                                     | 2010          |
| Strategic Housing Plan                                                                         | 2010          |

## CONSISTENCY AND PREDICTABILITY

Zoning designations, a land use map, and a comprehensive plan must work together and be brought into conformity. If a proposed rezoning, or project, is not consistent with the 2011 Glenwood Springs Comprehensive Plan, either the project should be changed, or the comprehensive plan should be amended (see the Flexibility of the Plan section above).

## USING THE COMPREHENSIVE PLAN WITH OTHER PLANS

To make a decision about a proposed project, the 2011 Glenwood Springs Comprehensive Plan is intended to be used with other documents, such as the zoning ordinance and subdivision regulations. The Comprehensive Plan also incorporates input from other plans. Examples include the River Management Plan, the State Highway 82 Corridor Optimization Plan, the Strategic Housing Plan and the Parks and Recreation Master Plan. As the various City plans are updated, they should reflect the decisions made in the Comprehensive Plan, and vice-versa, so that they all remain consistent with each other.





## Corridor Optimization Plan (December 2010 Draft)

The location of SH 82 through town has effects on many land use and development issues for the community as well as impacts to community goals. The City has been studying whether SH 82 should remain on Grand Avenue or be relocated. The State Highway 82 Corridor Optimization Plan (COP) project is a multi-year process to comprehensively analyze existing and future (2035) traffic conditions and alternatives along SH 82 through Glenwood Springs. The COP does not recommend a particular strategy or course of action; but rather provides the City Council with tools for making informed decisions about SH 82. The recommendations made here in this Comprehensive Plan with regard to SH 82 traffic and circulation were based on the concepts expressed in the COP and were vetted during several public meetings and workshops that were held as part of this comprehensive planning process. It is acknowledged that the COP process, in conjunction with Colorado Department of Transportation planning, will continue to independently evaluate options for the future of SH 82.

## The 1998 Comprehensive Plan and 1998 Land Use Plan

The 2011 Comprehensive Plan update builds on the foundation established in the 1998 Comprehensive Plan and 1998 Land Use Plan. This update of the Glenwood Springs Comprehensive Plan supersedes the 1998 plans.

### *1998 Comprehensive Plan*

In 1998, after an extensive public visioning process, the City of Glenwood Springs adopted a Comprehensive Plan that called for high quality infill and redevelopment with an emphasis on pedestrian and human scale development, and a de-emphasis on the automobile. The Comprehensive Plan contained eight broad principles:

- Maintain small town character
- Preserve cultural resources
- Preserve natural resources
- Direct development
- Balance development
- Achieve social diversity
- Achieve economic diversity
- Address transportation needs

The 2011 Glenwood Springs Comprehensive Plan update incorporates and builds on these original guiding principles (with slight modifications<sup>6</sup>) as goals, and continues to carry forth the City's vision from the 1998 Plan.

### *The 1998 Land Use Plan*

Originally adopted in 1996, and updated in 1998, the City's Land Use Plan, a separate document from the 1998 Comprehensive Plan, provided residents and elected officials with a guide to making land use decisions. The Land Use Plan was developed to implement the long-range vision of the community as expressed in the City's Comprehensive Plan.

The Land Use Plan focused on the use of land and future development within the Glenwood Springs Comprehensive Plan Area, and placed particular emphasis on development maintaining a compact urban core and an easily identifiable community boundary by protecting the surrounding rural setting.

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6 Some goals were combined and an additional goal of providing housing for the entire community was extracted from the 'achieve social diversity' to emphasize the desire.





## ACCOMPLISHMENTS OF PREVIOUS PLANS

Since adopting the 1998 Comprehensive Plan, the City has accomplished a great deal towards achieving the community vision. Table 3 provides a summary of those achievements.

### Goal and Policy Report Card

The Steering Committee, members of the Planning and Zoning Commission along with representatives from the City's Boards and Commissions and City Council, evaluated the policies and goals of the 1998 Comprehensive Plan to determine if they were accomplished and / or were still applicable today. The great majority of the policies from the 1998 Comprehensive Plan were re-validated with the exercise. Only a few areas – urban design and extent of development<sup>7</sup> – received a “C” grade. Being the lowest grade given, the intent of the policies in these areas are continued this update through the objectives and strategies of the plan. Other areas identified as needing improvement included the jobs / housing balance within the city, providing a wider range of housing types, achieving social diversity, and reducing traffic congestion.

## WHO WILL USE THE COMPREHENSIVE PLAN?

The Comprehensive Plan is a guide for all entities that conduct business in and around the immediate vicinity of Glenwood Springs. The Glenwood Springs City Council, Planning and Zoning Commission and City staff will be the primary users and appliers of the Plan. However, it is expected that the Garfield County Board of County Commissioners, the Garfield County Planning Commission, County staff, utility providers, developers, commercial and residential builders, land speculators, business owners, local citizens and many others will use this Comprehensive Plan.

By understanding the vision, goals and policies of the Comprehensive Plan, businesses can plan for the future, developers can see the potential of their own plans, citizens will understand how their city will grow, and appointed boards, commissions and elected officials will have guidance in the decisions they make.

## PLAN AMENDMENT PROCESS

The Comprehensive Plan is both a statement of long-term objectives and is also a guide to day-to-day development review decisions by City staff, elected and appointed officials, and many others.. In order to keep the Plan current, it must be able to change as the community changes. City staff will review the Plan every three to five years, but more frequent revisions may be considered as necessary to reflect changes in community goals and needs. There are two ways in which the Plan can be revised -administratively or through a formal plan amendment:

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<sup>7</sup> The extent of development refers to where development occurs (within city limits, outside city limits, in the Downtown, etc.), the amount of development, the type of development, and its physical form (mass and bulk).



## **Administrative Changes to the Comprehensive Plan**

The Community Development Director has the authority to:

- Make minor additions or clarifications to the policy section
- Correct errors or grammar
- Allow the processing of a rezoning application request without a plan amendment when the existing zoning is inconsistent with the comprehensive plan but the property is adjacent to a land use designation that would support the requested zone district.

## **Plan Amendments**

An amendment is required when a requested change significantly alters the land use or the Comprehensive Plan document. Amendments to the Comprehensive Plan will be approved by City Council with a recommendation by the Planning and Zoning Commission. An amendment may be submitted concurrently with a rezoning, subdivision, development permit or other land use application. An amendment may be requested by a citizen, property owner, City or County official, or City staff.

### ***Criteria for Plan Amendments***

The City may amend the Comprehensive Plan if the proposed change is consistent with the vision (intent), goals and policies of the Plan and one or more of the following:

- Subsequent events have invalidated the original premise and findings; and/or
- The character and/or condition of the area has changed such that the amendment is consistent with the plan; and/or
- Public and community facilities are adequate to serve the type and scope of land use proposed; and/or
- An inadequate supply of suitably designated land is available in the community to accommodate the proposed land use; and/or
- The community or area will derive benefits from the proposed amendment.



Table 3: Goal and Policy Report Card: Accomplishments since the Adoption of the 1998 Comprehensive and Land Use Plans (in some cases actions are included under more than one goal). If neither column on the right is marked, then the 1998 recommendation has not yet been implemented)

| ACTION                                                                                                   | STATUS       |            |
|----------------------------------------------------------------------------------------------------------|--------------|------------|
|                                                                                                          | Accomplished | In-process |
| <b>Maintain Small Town Character</b>                                                                     |              |            |
| Implement the Land Use Plan                                                                              |              |            |
| Implement the Housing Attainability Strategy                                                             |              |            |
| Adopt a landscape ordinance                                                                              |              |            |
| Implement the Sign Code                                                                                  |              |            |
| Establish design standards                                                                               |              |            |
| <b>Preserve Cultural Resources</b>                                                                       |              |            |
| Develop a historic preservation program                                                                  |              |            |
| Develop a complete capital investment plan                                                               |              |            |
| Develop a parks and recreation master plan                                                               |              |            |
| Develop an arts master plan                                                                              |              |            |
| Cooperate with local celebrations                                                                        |              |            |
| <b>Preserve Natural Resources</b>                                                                        |              |            |
| Implement a water conservation plan                                                                      |              |            |
| Develop an energy conservation plan                                                                      |              |            |
| Continue the implementation of the River Management Plan                                                 |              |            |
| Develop a parks and recreation master plan                                                               |              |            |
| Implement zoning requirements to protect scenic vistas, river corridors, steep hillsides and ridge lines |              |            |
| Develop noise and lighting requirements                                                                  |              |            |
| Develop landscaping requirements                                                                         |              |            |
| Develop a solid waste management plan                                                                    |              |            |
| Develop an open space preservation strategy                                                              |              |            |
| <b>Direct Development</b>                                                                                |              |            |
| Implement the Urban Development Boundary                                                                 |              |            |
| Develop zoning or density bonuses in the development nodes                                               |              |            |
| Adopt an inter-governmental agreement with Garfield County                                               |              |            |
| Encourage infill development throughout Glenwood Springs                                                 |              |            |
| Require adequate public facilities concurrent with development                                           |              |            |
| Develop and implement a downtown improvement plan                                                        |              |            |
| Redevelop streets in development nodes as civic places                                                   |              |            |



| ACTION                                                 | STATUS       |            |
|--------------------------------------------------------|--------------|------------|
|                                                        | Accomplished | In-process |
| <b><i>Balance Development</i></b>                      |              |            |
| Adopt an economic development strategy                 |              |            |
| Implement the Community Housing Attainability Strategy |              |            |
| Develop a capital improvement plan                     |              |            |
| Implement the River Management Plan                    |              |            |
| Adopt a parks and recreation master plan               |              |            |
| Develop an open space preservation strategy            |              |            |
| Adopt an adequate public facilities ordinance          |              |            |
| <b><i>Achieve Social Diversity</i></b>                 |              |            |
| Implement the Community Housing Attainability Strategy |              |            |
| Implement zoning regulations                           |              |            |
| Create an economic development plan                    |              |            |
| Develop a capital improvement plan                     |              |            |
| Encourage attainable housing                           |              |            |
| Encourage destination-oriented activities              |              |            |
| Encourage technology and education improvements        |              |            |
| Encourage "quality of life" civic improvements         |              |            |
| Create a "smart business" park                         |              |            |
| <b><i>Address Transportation Needs</i></b>             |              |            |
| Develop a long range transportation plan               |              |            |
| Examine the use of the railroad corridor               |              |            |
| Complete the "alternate route"                         |              |            |
| Participate in regional transit funding                |              |            |
| Institute year-round, city-wide transit                |              |            |
| Complete the river trail system                        |              |            |
| Improve the Grand Avenue pedestrian bridge             |              |            |
| Establish design standards                             |              |            |
| Adopt zoning regulations                               |              |            |
| Implement transit-user amenities                       |              |            |



| Action                                                                             | Status       |            |
|------------------------------------------------------------------------------------|--------------|------------|
|                                                                                    | Accomplished | In-process |
| <b>Land Use Plan</b>                                                               |              |            |
| Establish a distinct southern boundary                                             |              |            |
| Encourage development south of Glenwood Park within the Urban Development Boundary |              |            |
| Create development standards                                                       |              |            |
| Establish a “smart business” park                                                  |              |            |
| Apply the basic urban design principles; establish design standards                |              |            |
| Actively participate in regional planning efforts                                  |              |            |
| Develop a transportation plan                                                      |              |            |
| Develop and implement an inter-governmental agreement with Garfield County         |              |            |
| Change the City’s development regulations                                          |              |            |
| Implement the Land Use Plan                                                        |              |            |
| Adopt a landscape ordinance                                                        |              |            |
| Implement the Sign Code                                                            |              |            |
| Implement the Housing Attainability Strategy                                       |              |            |
| Implement transit-user amenities                                                   |              |            |



## CHAPTER 2

# FUTURE LAND USE

### THE GLENWOOD SPRINGS VISION STATEMENT

***The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.***

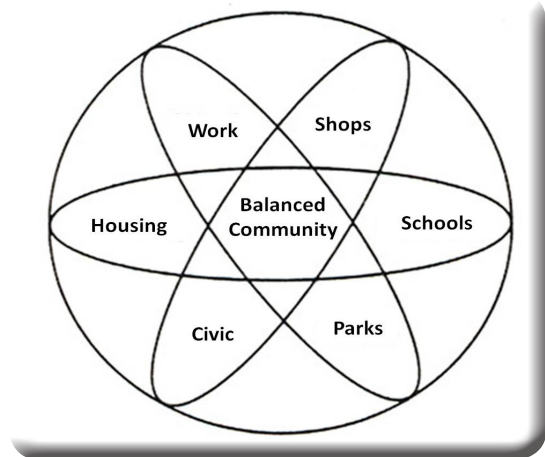


Figure 2-1: A balanced, sustainable community includes many elements including jobs, housing, commerce, gathering places and education facilities.

The Comprehensive Plan recognizes that the community desires directed and balanced growth in order to maintain its small town character. Due to physical constraints, Glenwood Springs' ability to grow is limited which places a higher emphasis on infill and redevelopment—growing in and up, instead of out. This type of infill and redevelopment can be accomplished by creating compact, mixed-use urban centers within the community, developing vacant parcels, and growing outward only where services and infrastructure already exists or where they can be provided cost-effectively.

### THE FUTURE LAND USE MAP

The Future Land Use Map (Maps 2.1, 2.2 and 2.3) is an expression of the how the goals, policies and strategies outlined in the Comprehensive Plan influence land use. Given the built-out nature of the community, much of the development is fixed, and for the most part, the current zoning reflects the future land uses of the City.

The Future Land Use Map focuses primarily on the areas of change, with particular emphasis on the few select areas where the key directions of the Comprehensive Area vary from the existing underlying zoning. The Future Land Use Map also identifies land uses within an Urban Growth Boundary. This is an area that is currently outside of the city limits but within which development requiring urban services is expected to occur.



Chapter 2: Future Land Use



## MAPPED PLAN CONCEPTS

### Urban Growth Boundary (UGB)

The Urban Growth Boundary represents an area that can support urban-level development. Urban development is characterized by densities typical of urbanized areas and by the types of services required to support that development such as water, wastewater, roads, police and emergency services, and other similar services. It also represents an area of future annexation. Although this area lies outside of the city and is subject to Garfield County land use requirements, according to the Garfield County Comprehensive Plan, development and land use within the Urban Growth Boundary should be consistent with the future land use objectives of the municipality. Both the Garfield County and Glenwood Springs Comprehensive Plans recommend entering into Intergovernmental Agreements to assure mutually acceptable land use and development within the Urban Growth Boundary and to determine a process by which land use proposals will be evaluated by both jurisdictions.

The Urban Growth Boundary has been determined using the following criteria:

- Ability of the City to provide adequate infrastructure, particularly water service, to new development without placing undue burdens on the City's ability to meet current municipal demands while maintaining adequate levels of service.
- Areas where there would be a public benefit for the City to manage growth, giving consideration to visual impacts, economic impacts and benefits, open space and environmental benefits, and impacts on schools and other public facilities.
- Areas which, if annexed to the City, would simplify the city limits and provide unity of services.
- Location of existing topographical features which serve as opportunities or constraints to development.

### Areas Targeted for Future Growth and Development

There are commercial areas within the existing city limits that can accommodate growth through infill and redevelopment and, therefore, should be targeted for new development.

#### ***Commercial Centers***

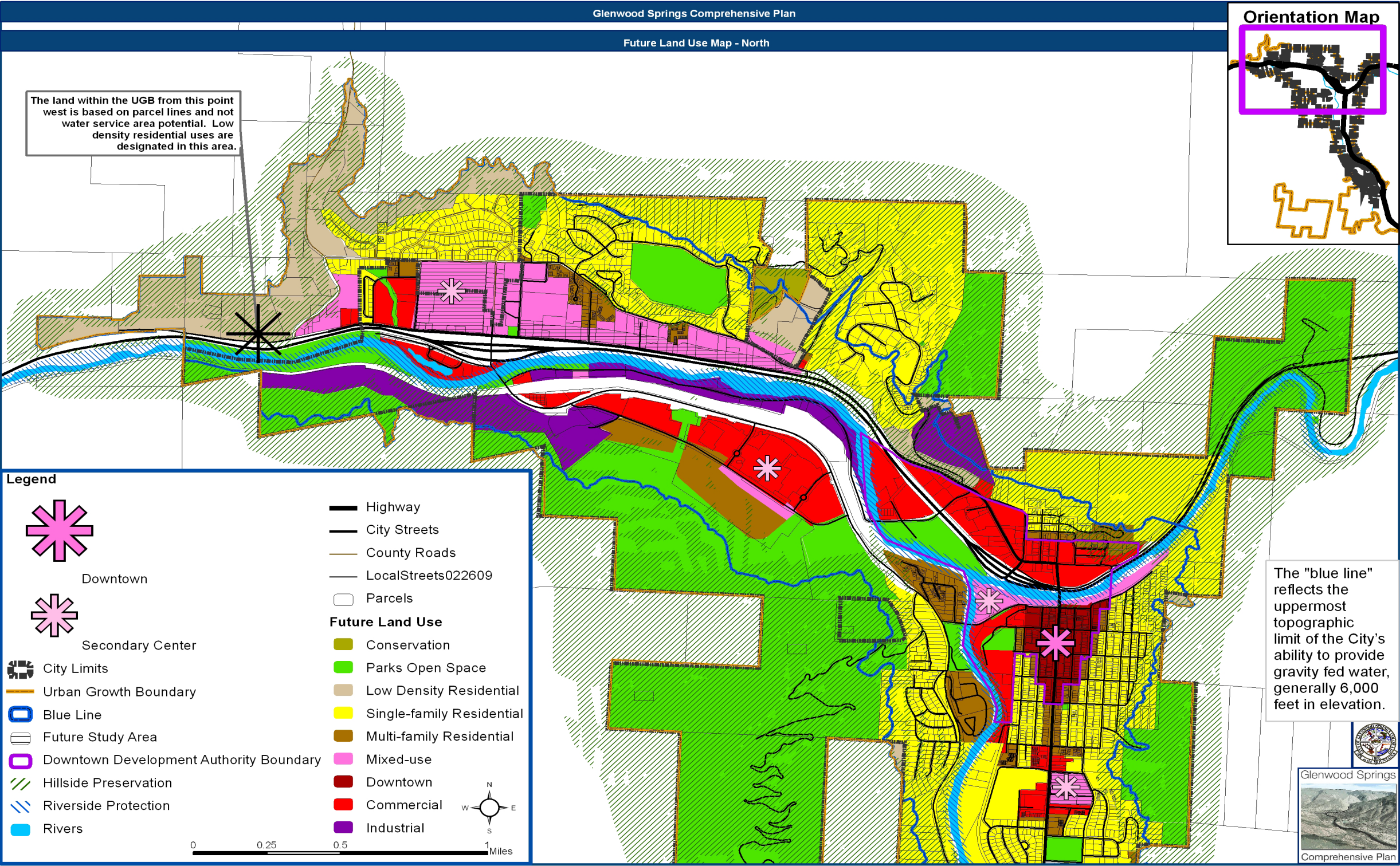
Redeveloped commercial centers will accommodate a significant amount of future development and growth. These centers include Downtown and secondary commercial areas, such as the Roaring Fork Marketplace, Glenwood Mall, the Confluence Area, and commercial areas in the vicinity of Grand Avenue at 14th and 20th Streets.

#### ***Downtown***

The Downtown is designated with a large asterisk on the Future Land Use Map (Map 2.1 and 2.2). Within this area, the Comprehensive Plan encourages redevelopment of existing buildings for affordable housing

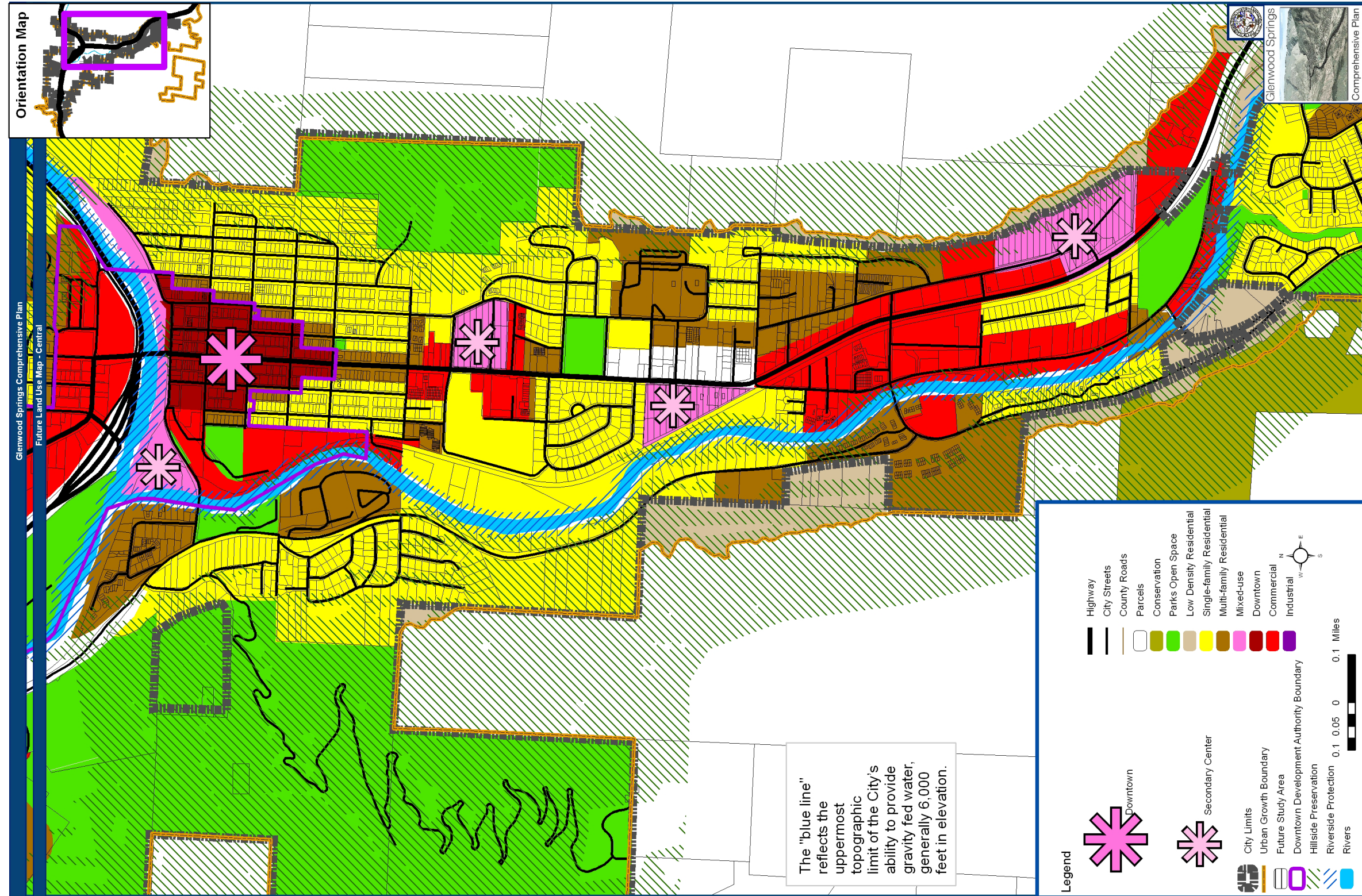






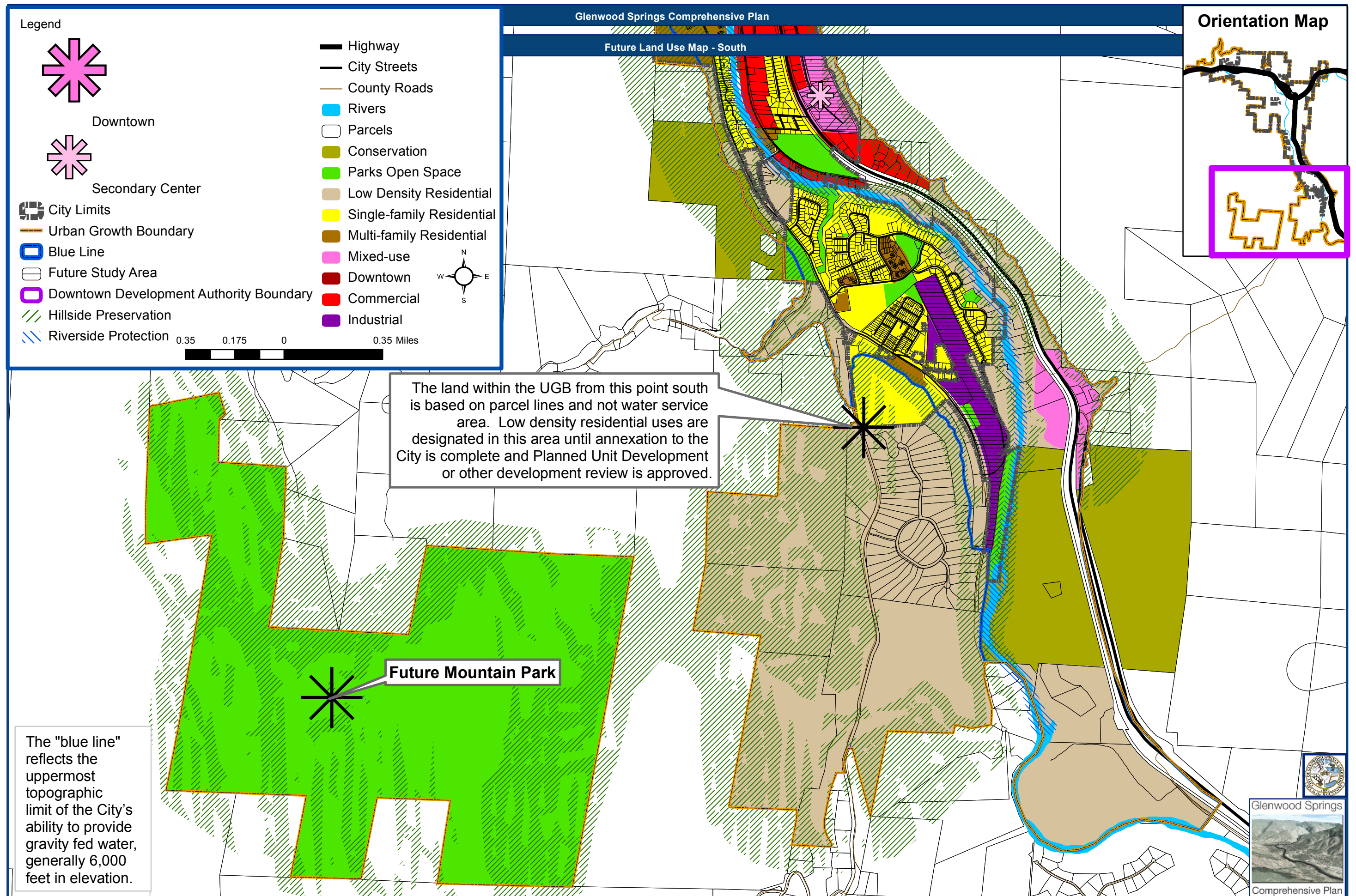
















through incentives such as allowing greater densities and taller buildings than would otherwise be permitted.

Adjacent to and just west of the Downtown is the Confluence Area. This area is indicated on the Future Land Use Map (Map 2.1 and 2.2) as a secondary center where the Comprehensive Plan encourages mixed-use redevelopment that is consistent with the 2003 plan: A Redevelopment Strategy for the Confluence Area.



Figure 2-2: The primary center for future growth and development is the Downtown.

### ***Secondary Commercial Centers***

All of the secondary commercial centers are identified on the Future Land Use Maps with the small asterisks. Within these commercial nodes, the Comprehensive Plan encourages mixed-use redevelopment. The Comprehensive Plan also recommends that the City create sub-area plans for each of these secondary centers in order to determine the mix of uses and the type of development that can be supported in each area.

## ***Municipal Airport and Highway 6***

The Municipal Airport is identified on the Future Land Use Map (Map 2.3) as a “Future Study Area”.

The Comprehensive Plan recommends that the City create a sub-area plan and economic development analyses of the Municipal Airport. The Comprehensive Plan identifies the 64-acre airport facility for its potential redevelopment into a mixed-use neighborhood but also recognizes the potential economic impact that aviation may have on the community.

The Highway 6 corridor is identified as a mixed-use area. A sub-area plan for the corridor may facilitate redevelopment of some properties.



Figure 2-3: Two important natural features of the area that need protection and enhancement: hillsides (top) and the river corridors (bottom).

## **Areas Targeted for Protection**

### ***Hillside Preservation***

Glenwood Springs is defined by prominent ridge lines, steep slopes, varied unstable geologic conditions, rock outcroppings, and



extensive vegetation. Development of hillside areas requires special care. Hillside preservation areas, those with slopes in excess of twenty percent, are indicated on the Future Land Use Map with a green cross-hatch. Development is discouraged in these areas unless it is at very low densities, in limited areas and done with little impact (physically and visually) to the hillsides.

### ***Riverside Protection***

Land and habitat along the Colorado and Roaring Fork rivers should be protected. These areas are indicated with a blue cross hatch on the Future Land Use Map (Maps 2.1, 2.2, 2.3).

### ***Existing Established Neighborhoods***

Existing established neighborhoods are designated with future land uses and densities compatible with the current zoning designations for those neighborhoods.

## **Future Land Use Descriptions**

### ***Conservation***

The Conservation land use designation is applied to properties with an established conservation easement restricting the property to a very limited amount of development.

### ***Parks / Open Space***

This land use designation identifies approximate locations for parks as well as for public open space. This designation is intended to include permanent open space, but also allows for limited development such as golf courses and recreation / public facilities.

### ***Low Density Residential***

Low Density Residential is a designation for land that is outside of the city limits but within the urban growth area. This designation consists of single-family residential development that is intended to maintain a rural character. Appropriate development densities will be determined by, among other things, current land uses, topographic constraints, existing and future utility connections, and existing road networks.

### ***Single-family Residential***

The Single-family Residential land use is comprised primarily of single-family detached homes and duplexes on a variety of lot sizes, Accessory dwelling units and home occupations may be permitted with additional review. Institutional uses such as churches, schools, parks and trails are also allowed.



### ***Multi-family Residential***

The Multi-family Residential land use accommodates multi-family structures of 3 units or greater. Home occupations, assisted living facilities, institutional uses such as churches, schools, public building, parks and trails are allowed uses.

### ***Mixed-use***

The Mixed-use land use designation allows for a variety of uses including commercial, retail, office, restaurant, entertainment and multi-family housing co-existing through design either in a horizontal or vertical fashion.

### ***Downtown***

This designation is intended to reflect the character of the historic Downtown and yet allow additional uses that will strengthen and expand the core of the community including retail, offices, restaurants, residences, lodging, and civic uses. Pedestrian-friendly design and a mix of uses are expected.

### ***Commercial***

This land use designation provides a wide range of general retail goods and services for both regional and local markets, in attached and freestanding structures. Retail that would compete directly with Downtown retail is discouraged.

### ***Industrial***

This designation accommodates heavy commercial, light industrial, and industrial uses such as manufacturing, warehousing and distributing, indoor and outdoor storage.

## **Recommended Land Use / Zoning Changes**

### ***The Confluence Area***

The Confluence Area is currently zoned for industrial use as it is currently the location of the City's wastewater treatment plant. However, once the new wastewater plant is completed (scheduled for opening in 2012), it is intended that the Confluence Area be redeveloped into a mixed-use area according to the 2003 Confluence Area plan: A Redevelopment Strategy for the Confluence Area.



*Figure 2-4: Walkable, talkable neighborhoods are essential to Glenwood's character and lifestyle.*



### ***Land Uses Outside City Limits but within the Urban Growth Area***

Future land use designations have been applied to properties within the Urban Growth Area. It is intended that these properties within the Urban Growth Boundary be annexed into the city at some point in the future. Among other things, these future land use designations take into account current uses, topographic constraints, existing/future utility connections, existing road networks, and land uses on adjacent properties.





## COMMUNITY CHARACTER AND FORM

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

*“A small town can be characterized as a place where people are able to live, work, play and raise a family. Its characters are diverse. Its form is compact and characterized by neighborhoods which are walkable and talkable. The edge of town is easily recognized, its Downtown Core is vibrant.”*

Glenwood Springs Comprehensive Plan: A Framework for Decision-making, 1998

### VALUES AND VISION FOR COMMUNITY CHARACTER AND FORM

A primary goal in Glenwood Springs for many years has been to maintain its “small town” character. Small town character can be described in a variety of ways: compact, walkable, tree-lined streets, diverse neighborhoods, vacant land, easy access to natural areas, and even how people interact with one another. Although there is probably a size threshold for a town to be considered “small”, the size range for small towns is actually fairly large. From reactions experienced in many other communities, “small town” character has little to do with actual population, but is more dependent upon the physical characteristics of the community and its quality of life.

At the same time, all cities evolve and change. Glenwood Springs today is far different from the Glenwood Springs of 20 years ago, and the Glenwood Springs 20 years from now. The key objective is to allow, even encourage, growth but to manage it to preserve essential characteristics, maximize its positive impacts, and minimize its negative impacts. To achieve this, growth and development should be directed to appropriate areas and discouraged in others.

### COMMUNITY GOALS SUPPORTED BY COMMUNITY CHARACTER AND FORM

The following community goals, that give shape and substance to the Vision Statement, were the guiding



Figure 3-1: The Downtown and Confluence Area viewed from Red Mountain



principles for Glenwood Springs in the 1998 Comprehensive Plan and the 1998 Land Use Plan. They were confirmed and further shaped by the many citizens who participated in the comprehensive planning process. Several of the goals are potentially in competition with each other, and must be applied judiciously to balance the needs and sustainability of the community.

### **Maintain Small Town Character while Maintaining the Livability of Glenwood Springs and Increasing the Vibrancy of the Downtown**

The most significant goal, as expressed by the community, is to maintain the community's "small town" character. While often elusive to define, "small town" character is actually less about the actual size of the town, and more about its scale and character: the pedestrian scale of Grand Avenue; the diverse neighborhoods with narrow, tree-lined streets that surround the Downtown; walkable, talkable neighborhoods; and its active, engaged citizenry. Glenwood Springs' "small town" character also includes its compactness, with essential services and many amenities within walking distance.

### **Direct Development to Locations and Forms that are Cost-effective to Serve**

The cost of infrastructure (streets, utilities) and services (bus, fire, police) impact residents and businesses in two ways—adding to the cost of development, and adding to the cost of maintenance. Whenever possible, it is important to direct development to areas where infrastructure and services already exist or can be provided efficiently. The goal is an urban form that keeps development costs as low as possible, and allows efficient service delivery—all the while maintaining other community values.

### **Address Transportation Needs and Provide Multiple Convenient Travel Choices**

A well-conceived transportation plan is the backbone of any comprehensive plan effort. It equally affects land use, economic development, and quality of life. Efforts must be made to reduce traffic congestion, assure safe and efficient movement of people and goods, and provide equal access to community facilities.



*Figure 3-2: The community has a long tradition of directing growth near or within existing city limits while promoting rural land uses outside these areas and also purchasing sensitive lands to conserve as open space.*

### **Preserve Natural Resources**

Preserve those qualities, including the magnificent natural resources of the area, which attracted most of the citizenry in the first place. Open space preservation, implementation of the River Management Plan, planning for growth on a regional basis, maintaining a compact urban form, and directing development to where it makes sense and in a manner that minimizes the consumption of resources and reflects the realities of utility and service delivery systems will aid in achieving the Vision.



## Preserve Cultural Resources

By understanding, honoring and enhancing the historic settlement patterns of the area and supporting efforts to strengthen regional, community and neighborhood planning, events and organizations, the cultural resources of the community will be enhanced.

## Promote Sustainable Economic Diversity and Maintain Glenwood's Role as a Regional Center

To minimize the historic boom and bust economic cycles of western Colorado, efforts must be undertaken to continue to diversify the local economy. The City should build on existing assets. Therefore, community strengths and assets should be considered while determining the appropriate mix and type of businesses and industries that would be attracted to Glenwood Springs. Quality of life, quality infrastructure and an educated and qualified workforce are keys to attracting quality businesses and employment opportunities.



*Figure 3-3: Glenwood Springs has a wealth of history and culture that should be preserved for future generations.*

## Provide Housing Opportunities for the Entire Community

By providing housing opportunities for workers, seniors, students - people of all income groups - the community may realize a number of benefits including reduced traffic congestion, increased social diversity, increased vitality in areas with new housing, and increased economic vitality as workers can shop in the same community where they live.

## Support Social Diversity

Achieving a more diverse society will maintain community character and vitality. It will also make the community more resilient to changes in the regional economy and enhance the overall quality of life. A broad plan, enacted locally and implemented at the neighborhood level with regard to housing, employment, transportation and other community quality of life issues will aid in achieving social diversity.

## POLICIES TO ENHANCE COMMUNITY CHARACTER AND FORM

- The City will use the Comprehensive Plan as a true guide to development: land use and infrastructure decisions should be consistent with the intent of the Comprehensive Plan.
- In making land use decisions, the City will balance the needs of the community.
- The Comprehensive Plan should be amended through a public process prior to consideration of any land use proposal that is inconsistent with the Comprehensive Plan.



## STRATEGIES AND ACTIONS TO PROMOTE COMMUNITY CHARACTER AND FORM

### Develop According to the Vision

The simplest, and most important strategy to accomplish the goals of the Glenwood Springs Comprehensive Plan is to follow its visions, and its recommended policies, strategies and actions. By consistently using the Plan to make decisions about land use and infrastructure, updating it when warranted, step by step the Plan will become a reality. In so doing, two key approaches are recommended:

#### *Incentives*

On the western slope of Colorado, with its history of protecting private property rights, directing the location of development through incentives is a desirable form of public intervention. To direct development, the City can create incentives to encourage development where it is most desirable. Directed development will maximize the efficient use of public resources.

#### *Concurrency*

The City requires concurrency of public and common private facilities. Concurrency requires that prior to the issuance of a development permit, the developer must demonstrate that all necessary public or common private facilities and services are available and adequate at specified level of service standards.

### Direct Development into a Compact Form: Infill and Redevelopment



Figure 3-4: New development and redevelopment should be directed to the existing urban area and not to more rural areas outside city limits.

Maintain a compact urban form by growing inward and upward. Due largely to topographic constraints the city has few opportunities for outward expansion. The primary opportunities for additional growth are in the Downtown and secondary commercial centers such as the Glenwood Mall, the Roaring Fork Marketplace, the Confluence Area, and commercial districts on Grand Avenue in the vicinity of 14th Street and 20th Street, and along US Highway 6.

To manage the efficient use of public resources, a community may choose to control the quantity, quality, timing or location of development. Encouraging a compact urban form and directing development to where infrastructure already exists through infill and redevelopment allows efficient service delivery while preserving small town character and cultural and natural resources.

The following sections describe a vision of how various areas of the city can be redeveloped, as opportunities arise. Realizing these visions may include removing regulatory obstacles, making additional public and private investments to improve existing infrastructure, and providing incentives.





## ***Downtown***

The Downtown, including the area north of the Colorado River, is the heart of the community and should be a place where the community comes together to live, interact, conduct business and relax.

### ***Function***

Downtown is the center of the city's hospitality industry: an entertainment and specialty retail district, focused around restaurants and individual retail shops. It is different from secondary commercial centers—Glenwood Meadows, Roaring Fork Market Place, Glenwood Mall, etc.—whose retail is primarily grocery, convenience shopping, and services that support both a regional clientele and adjacent residential neighborhoods.

### ***Land Uses: Mix of Uses***

Historically, downtowns provided a mix of residential and commercial land uses. Encouraging additional housing in Glenwood Springs' Downtown will attract more people who likely will frequent nearby shops and restaurants thereby adding to the area's overall vitality.

Downtown development should include retail space at the street level, commercial office space at a second level and residential development above. Density or zoning bonuses could be provided to encourage affordable housing. The need to provide a balance of parking with alternatives to the automobiles must be examined.

### ***Mass, Scale and Density***

To encourage residential development in the Downtown, the Plan recommends allowing for taller buildings than would otherwise be permitted. By allowing greater height limits (up to 5 stories) that are still within the historical pattern of the community (such as the Hotel Colorado and the Manor senior apartments), greater residential densities in the core can be achieved, even while providing additional green space and improving pedestrian connections.

Along Grand Avenue, between 7th and 11th Streets, additional building stories will be stepped back in order



*Figure 3-5: Mixed-use centers include commercial and residential uses - typically apartments, condominiums and / or townhouses. (Image courtesy of Wolff Lyon)*



*Figure 3-6: The mixed-use design targets pedestrian-orientation.*





to preserve the existing and historic 2 to 3 story character of the street. Increased building heights up to 5 stories are encouraged on side and cross streets (Cooper, Colorado, 7th, 8th, 9th) and area acceptable north of the Colorado River.

### *Design*

The City's 1998 Downtown Plan and the Downtown Design Standards will need to be reviewed and updated as necessary in order to allow for additional building heights.

### *Enhancing Pedestrian-friendliness while Facilitating Traffic*

Downtown must be a pedestrian-friendly environment, with transit, parking facilities, interconnected pathways and green spaces to entice people out of their cars and onto the streets and sidewalks. The Downtown should be an inter-modal transit hub, with connections between rail, bus, bike, auto and pedestrian travel. To improve the pedestrian experience despite traffic volumes and congestion on Grand Avenue, the City adopted a Traffic Calming Plan and a Traffic Calming Policy in 2005. The Traffic Calming Plan recommended that planted medians replace the left turn lanes at Grand Avenue intersections between 8th Street and 11th Street. The planted medians will provide shelter for crossing pedestrians while adding landscaping to the street. The removal of the left turn lanes will also facilitate traffic movement through the area.

In order to reduce congestion in the Downtown, the 2010 Corridor Optimization Plan raised the possibility of removing on-street parking from Grand Avenue to add another vehicular travel lane in each direction. The Comprehensive Plan does not support this action without further study. Rather, the Plan supports removing on-street parking in order to widen the sidewalks which would significantly improve pedestrian safety and comfort along Grand Avenue. However, this cannot occur unless and until the loss of on-street parking is off set by constructing one or more parking garages in the Downtown.

### *Ease of Access*

The Downtown needs to be a place that is easy to reach without the need for an automobile. Sidewalks and trail links from areas outside Downtown should be maintained and improved; especially east-west connections across Grand Avenue.



*Figure 3-7: To help preserve the character of the Downtown, any additional stories to buildings along Grand Ave between 7th and 11th Streets should be stepped back from the existing, traditional building facade.*



*Figure 3-8: A pedestrian-friendly Downtown is one of the highest priorities for this planning period. The above image is from the Grand Avenue Traffic Calming Plan and demonstrates one possible street design that may promote pedestrian comfort and safety.*



Reasonable automobile access should be also maintained. Removing the one-way couplet on Colorado and Cooper may increase overall mobility by allowing alternative routes through the Downtown and should be evaluated. Conversely, making a one way couplet with 8th, 9th and/or 10th Streets may reduce turning movements on Grand and reduce congestion.

### *Available Parking*

Encouraging additional housing Downtown will require will require more parking that uses land efficiently, is aesthetically pleasing and reduces traffic congestion. This strongly suggests the need for one or more parking garages in the Downtown area that serves residents, visitors and employees.

Public input during this Comprehensive Plan process showed some tolerance to installing metered on-street parking to help fund a parking garage. However, further assessment of community attitudes toward metered parking is warranted. The City also intends to support the efforts of the Downtown Development Authority (DDA) in finding parking solutions in the Downtown Core. Potential parking structure locations under consideration are:

- Colorado and Pitkin Avenues between 8th and 9th Streets
- Southwest corner of 9th Street and Cooper Avenue
- The Confluence Area
- Colorado Avenue between 7th and 8th Streets.

### *Sensitivity to Historic Buildings*

The Comprehensive Plan suggests encouraging additional residential development in the Downtown, in part by allowing developers to add stories to existing buildings.

Redevelopment Downtown should be sensitive to historic residential and commercial buildings. These historic buildings add to the vitality and unique character of Downtown and should be preserved and restored. Additions to historic buildings should be constructed in a manner that preserves the integrity of the original building. Historic buildings should be mapped and the City's existing Downtown Design Standards should be modified as needed to address such additions.



Figure 3-9: This Comprehensive Plan considers viable locations for one or more parking garages in the Downtown. One possible location is at Colorado and Pitkin between 8th and 9th Streets.



### ***6th Street / Glenwood Hot Springs Parking Lot***

Currently the land south of 6th Street and east of the I-70 interchange in north Downtown is used for visitor-oriented services, retail uses and a parking lot for the Glenwood Hot Springs patrons. There may be an opportunity to utilize this area more intensively and efficiently by redeveloping it for structured parking that includes retail and office uses fronting 6th Street. In addition to these uses, the City strongly supports including housing units in any redevelopment of this site. Further, the City should consider a partnership with the Hot Springs Pool to bring these ideas to fruition.

### ***Redevelopment of Under-utilized Parcels***

In and near the Downtown are several under-utilized sites that, over the long-term, have the potential to change and become more intensely utilized. The City should give advance consideration to appropriate uses and be in an active rather than reactive position if/when change is proposed.

There are a number of public facilities, such as city, county, state, federal and utility operations, shops and storage yards, that, when constructed, were on the edge of the urban area but are now at or near the core of the community. These land uses may now be viewed as undesirable and could more efficiently serve their purposes at more remote locations and free up additional land near the city core for high density development. However, local governmental administrative and service agencies should continue be located Downtown for their convenience and bringing visitors to the Downtown.

### ***Downtown Expansion to the Confluence Area***

In addition to expanding vertically, the Downtown is intended to also expand horizontally—to the west toward the Confluence Area. With the imminent relocation of the wastewater treatment plant, the confluence of the Roaring Fork and Colorado rivers is an ideal location for redevelopment. A 2003 plan, A Redevelopment Strategy for the Confluence Area, outlined a strategy for the area with goals and objectives that emphasized maintaining and strengthening Downtown's role as the historic center of the community.

Building on the growth of government offices in the 8th Street corridor, the primary goal for the Confluence Area was to create a diverse, vibrant, mixed-use neighborhood that would enhance the existing Downtown neighborhood fabric, celebrate its natural surroundings, and reinforce Glenwood's small town character.

Maintaining the potential for rail service through the Confluence Area was an essential element of the 2003 Redevelopment Plan, but this created a number of design challenges. The 2003 Plan

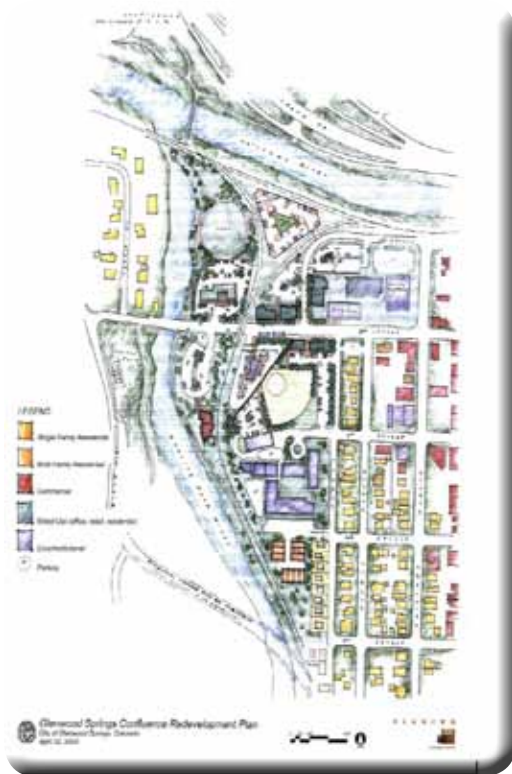


Figure 3-10: The Confluence Area has redevelopment potential; adopted plans call for a mix of uses: retail, restaurant and residential along with civic spaces.



also studied making an 8th Street connection to Midland Avenue. Where 8th Street intersected the existing rail line, the Plan recommended constructing a separated crossing that placed 8th Street under the rail line.

Another issue that could impact the Confluence Area redevelopment is the potential relocation of SH 82. It is the City's desire that any selected alignment of a relocated SH 82 not inhibit the success and effectiveness of the redevelopment of the Confluence Area. Every effort will be made to avoid the Confluence Area as part of any future relocation of SH 82.

## ***Secondary Centers***

There are a number of secondary commercial centers located throughout the city that provide convenient access to retail goods and services. In several cases anchored by grocery stores, these commercial centers offer surrounding neighborhoods a variety of services, shops and restaurants. However, many of these commercial centers were developed years ago in a "strip mall" style of development with large parking lots between the building and the public street. As property values and retailing trends have changed, these secondary centers are seen as opportune locations for mixed-use neighborhoods that include retail, offices and housing.

### ***Secondary Center Locations***

- Safeway Site (20th Street and Grand Avenue)  
Current use: local groceries and associated retail
- City Market Site (14th Street and Grand Avenue)  
Current use: local groceries and associated retail
- Roaring Fork Marketplace / Wal-Mart (3200 block of South Glen Avenue)  
Current use: regional big box and office retail / services
- West Glenwood Mall (51000 block Hwy 6)  
Current use: regional big box, local and regional shopping
- Glenwood Meadows (Wulfsohn Rd / Midland Drive)  
Current use: regional big-box retail, local and regional shopping



Figure 3-11: The secondary commercial centers







Figure 3-12: Example conversion of typical corridor commercial to a mixed-use center (photos by Urban Advantage)

### *Land Uses*

Given the physical limitation on the city's growth, along with infill and redevelopment Downtown, these secondary commercial centers are prime areas for Glenwood Springs to be able to accommodate significant additional housing and employment uses with minimal visual impact on the city's older, more established, traditional neighborhoods.

This Comprehensive Plan envisions that these secondary commercial centers redevelop into mixed-use neighborhoods - with a significant housing component. This will allow Glenwood Springs to offer a wide range of housing types from townhouses, and condominiums to apartments over shops and offices.

### *Design, Mass and Scale*

Secondary centers can be redeveloped with buildings up to 4-5 stories. Upper stories should be for residential uses. Development should be scaled in size to the surrounding neighborhoods, be walkable, and be landscaped or include buffering elements that both protect the surrounding neighborhood and integrate the mixed-use secondary center into adjacent established neighborhoods.

The City has adopted Commercial Design Standards that guide new development so that it reflects Glenwood Springs' historic past—that being compact urban form; tree lined, walkable streets; and dynamic commercial districts within a unique natural environment. The design standards promote building compatibility with its context, connectivity, pedestrian-orientation, human scale, quality design and landscaping.

### *Transit-oriented Development / Transit Hub*

Any mixed-use redevelopment of these secondary commercial centers should provide a compact critical population mass that helps make the bus a viable and competitive transportation option.

The Roaring Fork Transportation Authority (RFTA) will be expanding its regional bus service to include an express bus route (referred to as Bus Rapid Transit, or BRT) between Aspen and Glenwood Springs. RFTA currently plans to construct a BRT station in the vicinity of 27th Street and S. Glen Avenue. This location is seen as an opportunity to plan for the redevelopment of this area from its current commercial uses into a transit hub that may spur the redevelopment of neighboring parcels into a mix of residential with commercial





uses. Ideally however, the City encourages RFTA to develop a BRT station Downtown because this would provide seamless access to commercial areas, employment, recreation, as well as other modes of transportation.

### ***Glenwood Mall***

This Plan envisions that the Glenwood Mall and the properties immediately north of it be integrated and redeveloped into a mixed-use community including a significant component of medium to high density residential uses with an internal system of sidewalks and community spaces thus creating a center focal point for the west end of town.

### ***Glenwood Meadows***

The Glenwood Meadows development originally included a housing component south of Wulfsohn Road. This component of the project has been delayed. However, the Comprehensive Plan continues to identify the housing component of the Glenwood Meadows project as a logical and ideal place for much needed community housing within walking distance of commercial areas, recreation and open space. Therefore, the Comprehensive Plan strongly encourages that the housing component be constructed. Additional housing units are also strongly encouraged on other properties within the Glenwood Meadows development. Live / work units, where the unit is designed to have a living spaces as well as a work space for non-nuisance producing businesses, are seen as appropriate here.

### ***Hwy 6 Corridor***

The Hwy 6 / 24 corridor currently is comprised of many different uses—auto-oriented commercial and service uses along the highway and residential uses tucked behind. In spite of having an elementary school much of the area lacks true neighborhood character and walkability. This area has potential for significant redevelopment in the future. As it does so, it is expected that the immediate Hwy 6 / 24 corridor will continue to be a mix of uses. New development is expected to include pedestrian interconnectivity, bicycle access, landscaping and building placement so that the corridor is an attractive, accessible, community-oriented strip and not just focused on highway traffic. Multi-family housing is expected to continue to be developed north of the corridor.

### ***Residential Areas***

Existing neighborhoods in Glenwood Springs are mostly walkable and “talkable” and give much of the “small town” character to the community, with their smaller building sites, traffic calming, shaded sidewalks, front porches instead of garages, and small neighborhood parks.

Most existing residential neighborhoods are envisioned to remain substantially unchanged over the next planning period. Some minor infill and redevelopment is expected through the addition of accessory dwelling units and where sensitively designed duplexes, townhouses or small apartment buildings may replace a mobile home or bungalow on a large lot.





*Figure 3-13: Example of the conversion of a big box center (top) to a mixed-use center (bottom)*



The City has adopted standards for residential infill development and for accessory dwelling units so that new development reflects the scale and character of existing neighborhoods. Residential development on properties in the Hillside Preservation Overlay Zones and Planned Unit Development Zones are required to adhere to additional design guidelines.

### ***Residential Neighborhoods Adjacent to the Downtown***

The neighborhoods immediately surrounding the Downtown have long been zoned for more intensive development. As a result, over time there may be some infill of a variety of housing unit types – such as condominiums, townhouses, and apartments.

Within the Original Town Site (OTS) of the city, greater housing opportunities can be encouraged by returning the minimum lot size for single-family dwellings to 2,500 square feet, the lot size of the OTS. This will allow less expensive housing to be developed in an area of the city which already has a large number of homes on small lots. Minimum setback requirements would reflect greater floor area ratios to accommodate modern home requirements.

### ***Other Opportunity Sites***

There are several larger parcels of land dispersed throughout the community that offer the potential for more intensive development.

#### ***City-owned Land***

The City of Glenwood Springs purchased many large tracts along the east bank of the Roaring Fork River in order to reserve a right-of-way alignment for a relocated route for SH 82, should it be needed in the future. In addition to right-of-way uses, there are a number of vacant City-owned parcels that can be developed into affordable housing or reserved for parkland/open space.

Parcels along the Roaring Fork River and the river trail should be retained as open areas. The amount of undeveloped land within the core of the city is a unique element. This may be contrary to the overall goal to promote infill and compact design to avoid development outside of town but a compromise may be formed to preserve some of the land as open space.

Other uses that should be considered on the City-owned properties include community housing and a performing arts center. The performing arts center may be best located near Downtown. Housing would be appropriate for parcels in other locations throughout town.



*Figure 3-14: Some infill will occur in the neighborhoods around the Downtown.*



### *“Smart” Business Park*

The area bounded by the Colorado River, I-70 and Devereux Road is already partially developed for industrial uses and would be an ideal location to provide space for technology-oriented businesses in the city—a “smart” business park. A “smart park” is one that has the infrastructure and services to support business needs such as fiberoptic networks, integrated digital network (ISDN), access to digital switching services, and access to computerized inter-library loan system. Video conferencing capability incorporated in the nearby Community Center would enhance business growth and relocations. This area can also accommodate a resort-style hotel which would complement and diversify the existing hospitality infrastructure and become a component of an economic development strategy.



*Figure 3-15: There may be future development potential at the current airport site.*

### *Airport*

For the near term, the City supports continued aviation operation at the airport. The facility currently is financed through an enterprise fund and therefore is required to support itself through its own revenues. The City recognizes that the airport provides some economic benefit to the community but any facility expansion is constrained both financially and physically so its long term viability may be limited. In addition, currently, the infrastructure (road networks, and absence of or inadequacy of utilities) cannot support more intense development at the airport property and more information is necessary to determine the best use for the land.

The needs of the community for transportation, additional regionally-oriented commercial space, neighborhood development, including community housing, and active recreation facilities are significant and will continue into the future. Therefore, when improvements to the road systems and infrastructure are planned and funded, the City will weigh the economic benefits of airport land for aviation against the need for other types of land uses.

## **Prepare a Sub-area Plan and Analysis for the Airport Property**

The City should develop an economic impact analysis and a sub-area plan that evaluates the current use of the airport for aviation and its potential for redevelopment to other types of land uses. The analysis should include sufficient detail to identify the physical capacity for various uses; identify potential fiscal costs and benefits; and recommend a course of action for preservation or eventual change of use.





## Create Sub-area Plans for Center Redevelopment

To explore details and specific locational issues, the City should work with willing property owners and adjacent residents to develop sub-area plans for the Downtown and secondary commercial centers—to test feasibility, refine the vision, and provide incentives for redevelopment.

- Revise zoning and subdivision regulations, as necessary, to allow for mixed-use centers as detailed in the Comprehensive Plan and allow land uses that will have a positive impact on Downtown development and redevelopment.
- Convene a task force to work with staff to create appropriate incentives for developing centers and other infill development-- such as density or zoning bonuses, infrastructure upgrades, streamlined review processes or fee reductions.
- To demonstrate how centers can be integrated into the community, develop detailed guidelines for appropriate center design.
- Prepare and adopt basic guidelines for development and redevelopment of the secondary commercial centers in the core area of the city (but outside the Downtown) where design compatibility is important to preserving overall character of the community.
- Develop density or zoning bonuses in the development nodes, to encourage transit-oriented development and urban-style housing.

## Create Concept Plans to Guide Redevelopment of Streetscapes

The City has commercial design standards that would address any redevelopment of commercial parcels but the standards should include streetscape improvements as well. Develop concept plans to guide redevelopment of key streets as civic places and as mixed-use shopping streets, including: Mel Ray Rd., 8th St. (connecting Grand Avenue to Midland Avenue), and S. Glen from 27th Street south. Because S. Glen Avenue is the southern entrance to the community, the City should consider design guidelines to encourage a more attractive, pedestrian-friendly street front along S. Glen Avenue.

## Provide Direction for Annexation & Land Use in the City's Area of Influence

The Future Land Use Map places a number of relatively small unannexed areas within the Urban Growth Boundary. Many of these areas have been in the Urban Growth Boundary for decades. Over the long-term, urban development is anticipated in these areas and should occur primarily through annexation and extension of municipal services. Development outside the Urban Growth Boundary should be rural in nature and rural character.

This Comprehensive Plan update extends the existing Glenwood Springs Urban Growth Boundary west of town to encompass a small area north of Interstate 70 and west of Mitchell Creek (Figure 3-16). The Plan update also extends the





existing boundary south of town to encompass the Bershenyi Ranch (Elk Meadows) and the Four Mile Ranch subdivision (Figure 3-17). Here, along Four Mile Road the City has extended sewer treatment services to these parcels through a long-standing pre-annexation agreement and it is felt that the City will be able to bring about a land use configuration for these properties that will better meet the aspirations of the city than would be possible under county jurisdiction.

### **Overall Annexation Position**

1. Within the Urban Growth Boundary annexation is preferred over development through county jurisdiction, unless there are extenuating circumstances and significant public benefit to do otherwise.
2. Annexation will occur through petition of the land owner(s). While it is not the intent of the City to compel annexation, the City reserves the prerogative to initiate annexation if found to be in the best interest of the community.
3. The City will consider annexation only within the Urban Growth Boundary unless there is a compelling public benefit to consider annexation of a parcel outside the boundary.
4. The City is required to provide annexed parcels with infrastructure (electricity, water, wastewater) and services (police, emergency and other urban services) in a manner that is cost-effective and that does not unduly burden Glenwood Springs residents.
5. The City encourages and supports the annexation of the property immediately north of the Glenwood Mall to facilitate a compatible/coordinated mixed-use development.
6. The City should work with Garfield County to jointly adopt a major street plan for the Bershenyi Ranch / Elk Meadows property that will assure mutual commitment to a unified vision for development and open space.

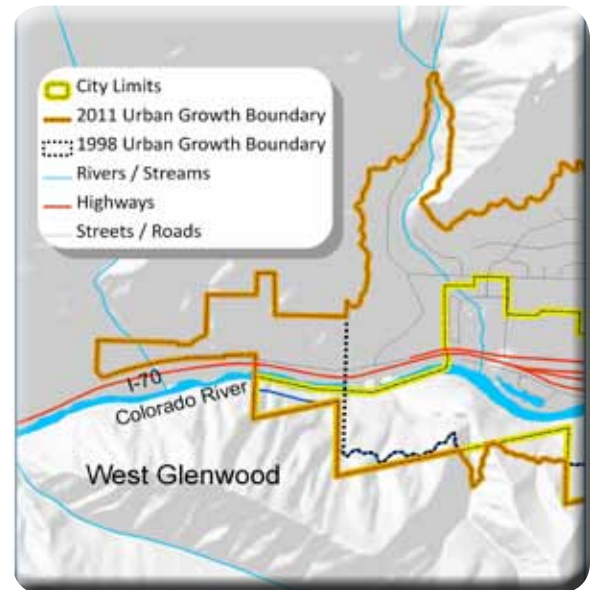


Figure 3-16: The Urban Growth Boundary was extended to include on the west end of town. Properties here have a low density residential land use designation.

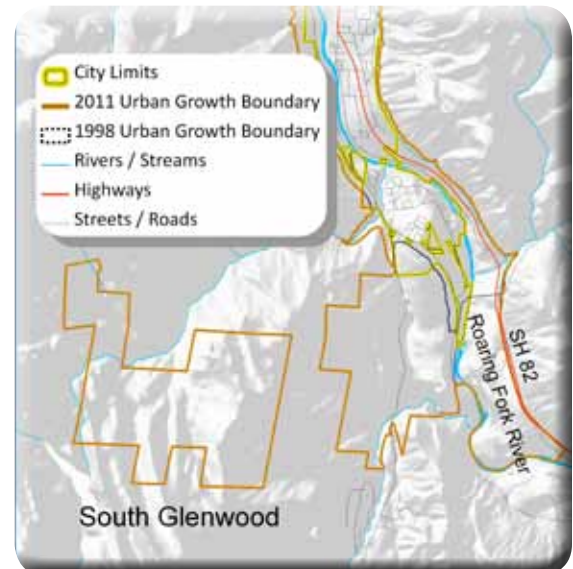


Figure 3-17: The Urban Growth Boundary was extended to include the Elk Meadows Properties south of town and additional property on the west end of the city.



## ***Regional Vision for the Roaring Fork Valley***

Though the area south of town along SH 82 to Cattle Creek and most areas along Four Mile Road are outside the city's Urban Growth Boundary (UGB), and in some cases, outside of the three-mile Area of Influence, the City has the following visions for the future of these areas:

- Cattle Creek, located in the vicinity of SH 82 and Spring Valley Road (County Road 110), is outside of both the City's Urban Growth Boundary and the three-mile Area of Influence. This area is significant because it includes the largest tract of undeveloped land in the Roaring Fork River valley between Glenwood Springs and Carbondale. Currently the land is in private ownership and is expected to be developed. The City is concerned that any future planned development of this area will directly and irreparably impact Glenwood Springs and Carbondale, and will affect the overall character of the Roaring Fork valley. Therefore, the City of Glenwood Springs, Garfield County and the Town of Carbondale should enter into an Intergovernmental Agreement to cooperatively create a sub-area plan for Cattle Creek that at minimum analyzes the impacts to, among other things, environment/habitat, existing road networks, area schools, police, fire, and utilities. This sub-area plan should be completed prior to any land use application and/or zoning changes that would increase the intensity and character of the existing development at Cattle Creek.
- Ski Sunlight is an important local recreational amenity and a regional economic driver. The City understands that in order to stay financially viable, Sunlight may need to develop additional residential and commercial development to support the ski area. However, the City is concerned with the impacts that this additional development may have upon Glenwood Springs. Therefore, the City should enter into an Intergovernmental Agreement with Garfield County to cooperatively create a sub-area plan for Sunlight that at minimum analyzes the impacts to, among other things, environment/habitat, existing road networks, area schools, police, fire, and utilities. This sub-area plan should be completed prior to any land use application and/or zoning changes that would increase the intensity and character of the existing development at Sunlight.
- Through pre-annexation agreements the City has extended sanitary sewer services to some subdivisions that are along Four Mile Road but outside of the existing Urban Growth Boundary. Because of the developed nature of these properties, their distance from, and non-contiguity with the existing city limits, the City of Glenwood Springs does not intend to annex these properties in the foreseeable future.
- The UGB includes the area around SH 82 and Red Canyon Road (County Road 115). Recognizing that in the future this area likely will be annexed into the city, Glenwood Springs supports development primarily as an employment center, with incidental residential and commercial uses.
- Development that occurs outside of the UGB, but within the three-mile Area of Influence is encouraged to be rural in nature, or clustered in areas where there are existing roads and central water/sewer services in order to leave the majority of the land undeveloped or dedicated as open space.
- If the City wishes to further limit development in the Area of Influence, it will:
  - o Partner with a land trust and / or other entity to acquire and preserve open space
  - o Work with land owners, the Town of Carbondale and Garfield County, as appropriate, to prepare a sub-area plan or major street plan for to guide future development and non-development.



### ***Intergovernmental Cooperation***

It is a goal of the Garfield County Comprehensive Plan that development and land use within a city's Area of Influence and Urban Growth Boundary be consistent with the future land use objectives of the municipality. To do so, the City should enter into Intergovernmental Agreements with Garfield County and other jurisdictions as need in order to assure mutually acceptable land use and development within the planning area and to determine a process by which land use proposals will be evaluated for compliance with the intent of this Plan.



*Figure 3-18: Retaining a rural character in the area south of town has been a long standing desire.*



# CHAPTER 4

## ECONOMIC DEVELOPMENT

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

***“A healthy economy... generates the sales taxes and other governmental revenues that support the community facilities and services needed and desired by residents. Economic development and quality of life are, therefore, two interrelated facets of a comprehensive approach to community planning and development.”***

Economic Development Strategy, (Glenwood Springs Comprehensive Plan: A Framework for Decision-making, 1998)

### VALUES AND VISION FOR ECONOMIC DEVELOPMENT

Glenwood Springs benefits greatly from its role as a regional center. Expenditures by regional patrons at local businesses generate sales tax revenues per capita that are much higher than other communities in the county. This allows a level of amenities and public services than would not otherwise be possible. In order to maintain this level of service that residents expect, the community will need to continuously look for opportunities to expand the city sales tax base or find other funds to apply to these areas.

Glenwood Springs has a relatively diverse economy: the City is the regional center for retail, education, healthcare, and professional services. Glenwood Springs is also the county seat of Garfield County and the regional headquarters for a number of state and federal offices. Glenwood Springs however is best known for its long-standing tourism market that dates to the city's founding in the late 1800s. In fact, 30% of the city's economy is based in tourism and services. The majority of these jobs are based in regional hospitality or amenity-based activities which are characterized by relatively low wages.



Figure 4-1: Glenwood Springs serves as a regional center for areas of Garfield, Pitkin and Eagle counties.



Despite a decent level of diversification in the Glenwood economy, the region surrounding the city is greatly influenced by the mining, oil and gas, and construction-related industries. The influence that these industries have on the region makes Glenwood Springs susceptible to the associated boom and bust economic cycles that are typical of western Colorado. Therefore, the City must work to further diversify its economy in order to minimize the impacts of boom and bust cycles. While taking steps to continue diversifying the economy, the City should focus efforts on attracting high-paying jobs to help offset the abundance of low-paying jobs associated with the robust tourism and service industry.

## **COMMUNITY GOALS SUPPORTED BY ECONOMIC DEVELOPMENT**

- Maintain Glenwood's role as a regional center
- Preserve and increase the vibrancy and commercial success of the Downtown
- Promote sustainable economic diversity
- Support social diversity

## **POLICIES TO ENHANCE ECONOMIC DEVELOPMENT**

- The City should encourage the development of a well-trained workforce.
- The City should continue to make improvements that enhance the community's quality of life and that make Glenwood Springs a place that is attractive for new businesses and their employees.
- The City should actively pursue businesses and industries whose operations and products are compatible with the Glenwood Springs vision.

## **STRATEGIES AND ACTIONS TO PROMOTE ECONOMIC DEVELOPMENT**

### **Attract Diverse Businesses and Industries**

The City should diversify the economy in at least three major ways: creating a community where employers/employees want to live, creating opportunity for new and expanding local businesses, and actively seeking targeted businesses.

### ***Ensure an Attractive Community***

Good jobs are provided by good employers. Good employers will locate in communities where they and their employees will want to and can afford to live.





### *City Enhancement*

Businesses are looking to locate in areas where their employees want to live and therefore, quality of life is important. The City should continue to preserve and enhance recreational opportunities and City-owned assets to attract and retain residents and businesses.

The City continues to improve Downtown, focusing on adding amenities to make it a more pedestrian-friendly environment. The City should expand these pedestrian improvements to other commercial districts.

The City also continues to expand and improve its parks, open space and trails. The City should develop an open space preservation strategy to provide an inter-connected system of open lands which will define the community's urban edges and provide open space within the urban area. These types of quality of life civic improvements not only benefit local residents but will help to attract new businesses to the community.



*Figure 4-2: Being able to live and work in Glenwood Springs makes the community more attractive to employers.*

### *Encourage Housing*

In recent years, the high cost of housing has likely deterred businesses from locating in the city. The City should continue to encourage the development of affordable and attainable housing, especially multi-family and rental units, as recommended in the Strategic Housing Plan. However, the City should balance the Strategic Housing Plan's recommendations with current economic conditions and adjust its implementation goals and strategies accordingly.

### *Provide a Well-trained Workforce*

A key to attracting higher-paying jobs is having a well-trained resident workforce capable of filling those jobs. In today's economic environment many businesses and industries evaluate locations based on the existing workforce and the skills that they have. Additionally, most businesses and industries want to locate in areas that already support companies within their industry sector in order to take advantage of common supply chains, including education and training. They are looking for local educational institutions or employment training programs that can supply the trained workforce that they need. The City should help to cultivate a well-trained workforce by supporting Colorado Mountain College and its development of four-year degree programs by helping provide information on the types of skills needed in the area.



## Create Opportunity

### Create Adequate Infrastructure

The use of technology such as high-speed internet, video conferencing, and cellular phone service, is important for many businesses. The City of Glenwood Springs Community Broadband Network can reach most businesses with Fiber Optic Internet with speeds reaching up to 100-Mpbs. In addition, the Fiber Optic network offers LAN type speeds of up to 1-Gbps for connecting multiple offices located in Glenwood Springs through a secure, private connection. The Community Broadband Network also has multiple co-location facilities to host business servers in a regulated, secure environment. These facilities allow businesses to order bulk bandwidth from the City up to 100-Mpbs and additionally, advanced communications circuits such as OC-12, OC-3, DS-3 and DS-1. The local phone and cable companies have also improved infrastructure in Glenwood and offer high-speed internet and other Metro Optical Ethernet services.

Coordination with utility providers is essential as well especially for water and electricity. The airport, as a component to the infrastructure of the area, may also play a role in attracting some businesses, especially

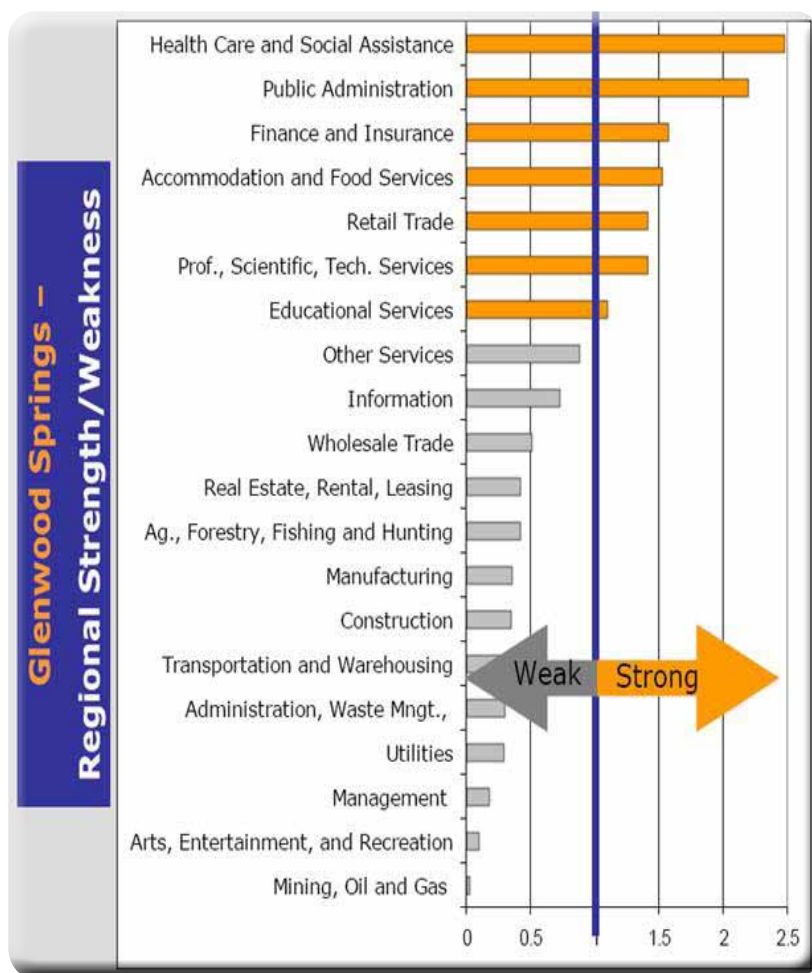


Figure 4-3: To enhance the local economy, Glenwood Springs should build on its strengths. The figure above indicates what the strengths of the City are (orange bars) and therefore, where to focus efforts.



small businesses that only need an internet access, a cellular phone and an airport to function. The City should adopt an adequate public facilities ordinance to assure that properly sized infrastructure satisfies the needs of the existing community as well as future development.

### *Allocate Adequate Land*

Adequate land for new industries and businesses is limited within city limits. However, what is available will need to be zoned to allow a business easy development. The City should consider revising the zoning code to allow for more flexibility of uses for a structure or site in order to better respond to the industrial and commercial real estate market.

An adequate supply of attractive and accessible office space for professionals is also important. The City should consider adaptive reuse of structures and land availability prior to contacting targeted businesses. For new office and retail opportunities, the City should help facilitate redevelopment of existing retail buildings in order to meet evolving retail markets and community needs. To better understand the types of commercial office space needed in the community, the City should conduct an analysis on the amount of space currently existing.

Options immediately adjacent to the city limits and within the Urban Growth Boundary should also be examined for the ability to accommodate business and industry. An example site is the parcel north of the Glenwood Springs Mall in West Glenwood where the City could assist in preparing it to become a mixed-use office area or business park. The City should also consider partnering with governments or organizations to plan and possibly develop an industrial park in the immediate area.

### *Assist in the Development of Business / Industry Incubators*

The City should partner with organizations and businesses to develop a business incubator in the Downtown and an industry incubator on the west end of town. These incubators can help act as a catalyst for new businesses in the area. The incubators could include support staff, reception services, internet access, printing facilities, and other office functions that can be used commonly by the emerging businesses.

### *Encourage Home Occupations*

Home occupations generally provide an opportunity for Glenwood residents to establish and operate small businesses out of their homes. The City has updated its home occupation ordinances in an attempt to remove barriers that discourage home occupations. The City should continue to create policies that encourage home occupations for small business start-up companies.

## ***Actively Seek Targeted Businesses***

### *Identify Appropriate Businesses and Industries to Target*

In order to encourage certain blue collar industries to locate in Glenwood Springs, the City should work with economic development entities to identify appropriate businesses to attract and develop a recruitment strategy for these businesses. The City should conduct a region-wide development feasibility and market



study to estimate the demand for industrial uses including the information technology industry. A staff person, either new or existing, should be assigned the responsibility to focus on this task.

Once appropriate business and industries are identified, the City should work with Colorado Mountain College to develop curriculums to train a workforce that can fulfill the employment needs of these businesses and industries.

## **Retain, Enhance and Expand the Long-standing Tourist Market**

Tourism has long been an important player in the Glenwood Springs economy. The City should continue efforts to support the tourism market, its agencies and its amenities / facilities such as the Vapor Caves, Doc Holliday grave site, Glenwood Caverns, and Glenwood Hot Springs Pool. The City should preserve and enhance recreational opportunities (river access, kayak park, parks, and trails) and City-owned assets to attract more tourists that stay longer. The City should enhance the Downtown by creating pedestrian-oriented amenities, encouraging special shops and restaurants, lodging and events so that it is a place where people want to be. The City should consciously retain lodging units in other areas of the city as well: West Glenwood, Glenwood Meadows, and the Hwy 6 corridor.

The Sunlight Ski area provides a special and valued amenity for the residents of Glenwood Springs. It also attracts many visitors to the area. There may be an opportunity for the City to assist in supporting the ski resort so that it remains a tourist attraction as well as a community amenity.

## **Maintain Role as a Regional Center**

### ***Build on Glenwood Springs' Role as a Regional Goods and Services Center***

Glenwood Springs should retain regional businesses that are convenient to regional clients. One step in doing this is to retain automobile dealership, highway-oriented services, and big box retail centers that serve the region. It should be noted that although the City encourages the redevelopment of these big box retail centers into mixed-use, residential and commercial centers, the City continues to support stand-alone regional, big box retail uses.

### ***Build on Glenwood Springs' Role as a Regional Medical and Education Center***

Glenwood Springs should retain its role as a regional medical and education center. The City, therefore, should support associated operations and facility improvements as long as they are found compatible with the neighborhood and meet other intentions of this Comprehensive Plan, area plans and the Municipal Code. Whenever possible, public schools, colleges and other educational institutions should be located (and kept) in the city.



### ***Retain Role as Government Center***

The City should consciously retain city, county, state and federal government offices and employment centers in the city, and especially in the Downtown. Government shops, storage yards and warehousing may be moved to other locations outside the Downtown but administrative offices should remain in the Downtown. These offices typically have a higher number of employees that will frequent the area's restaurants and shops. The government offices also support a synergy of professional uses such as attorneys, banks, title companies, surveyors, architects, etc. When federal, state and county offices consider expansion, the City should encourage and support Downtown locations.



*Figure 4-4: Retaining government offices in Downtown Glenwood Springs: allows for a synergy of uses to function efficiently and also brings people to the Downtown who then can frequent the shops and restaurants.*







# CHAPTER 5

## TRANSPORTATION AND MOBILITY

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

*“The citizens of Glenwood Springs place a high value on the “livability” of our downtown and our neighborhoods. Intrusions that can negatively impact this livability are: excessive speed on local streets such that residents feel unsafe, lack of marked bicycle lanes on streets, lack of marked walkways that interconnect between neighborhoods and downtown shopping areas and malls, lack of coordinated planning for auto, bicycle & pedestrian synergistic movement within the boundaries of Glenwood Springs.”*

Grand Avenue Traffic Calming Plan, 2005

### VALUES AND VISION FOR TRANSPORTATION AND MOBILITY

The vision for transportation in Glenwood Springs is an integrated and balanced multi-modal transportation system—one that supports regional travel needs but not to the extent that it compromises a healthy, dynamic downtown, economic viability, pedestrian-orientation, and easy access to the city core. The community supports the reduction of single-occupancy cars for local and regional circulation and the enhancement of an integrated multi-modal transportation system. In addition, as a matter of personal mobility and providing alternative modes of transportation around the city, the community desires to increase the number of bicycle and pedestrian trails that provide access to the Roaring Fork and Colorado rivers and to the public lands surrounding the city.

Key objectives to realizing this vision are to:

- Maximize effective traffic movement on Grand Avenue to the extent that it is consistent with maintaining pedestrian-friendliness



Figure 5 -1: Transportation and mobility includes multiple ways and means for getting around town: trails, sidewalks, bicycle lanes, connected roads, transit, and even the potential for rail. Shown above: the river trail along the railroad corridor



- Increase the connectivity of local streets, trails and walkways to provide multiple routes for circulation through town
- Continue to assess and plan for an alternative alignment of State Highway (SH) 82
- Provide convenient alternatives to automobile circulation within the city limits for local residents and visitors.

## **COMMUNITY GOALS SUPPORTED BY TRANSPORTATION AND MOBILITY**

- Maintain Glenwood Springs' role as a regional center
- Preserve the small town character of Glenwood and maintain the livability of Glenwood Springs
- Preserve and increase the vibrancy and commercial success of the Downtown
- Promote sustainable economic diversity
- Address transportation needs and provide multiple convenient travel choices
- Preserve access to natural areas and the Colorado and Roaring Fork rivers

## **POLICIES TO ENHANCE TRANSPORTATION AND MOBILITY**

- The City should seek to accommodate vehicular through-traffic on SH 82 in the Downtown, but place a higher priority on the safety, commercial success, and pedestrian-friendliness of the Downtown.
- The City should seek to provide convenient access to key community facilities for all residents through land use planning, traffic management and design, transit and non-vehicular modes of transportation.
- The City should not make land use decisions that preclude the ability to have an additional route for through-traffic along the east bank of the Roaring Fork River.
- The City should make every effort to avoid the Confluence Area as part of any future relocation of SH 82.
- The City encourages increasing transportation options, including constructing trails, roads, sidewalks and providing additional transit routes, to get around town but in ways that preserve neighborhood character and community sustainability.
- The City strongly supports the efforts of the Roaring Fork Transportation Authority (RFTA) to enhance regional transit, and will contribute its fair share toward public transit feasibility analysis, planning and design. The City also strongly supports interstate rail passenger and freight services through Glenwood Springs.



## STRATEGIES AND ACTIONS TO PROMOTE TRANSPORTATION AND MOBILITY

### Continue Planning for a Relocated Route for SH 82

The City should preserve the ability and opportunity to implement a potential relocation of SH 82 within the Roaring Fork River corridor. This direction recognizes that such an alignment may prove to be unfeasible due to environmental, technical, socio-economic, financial, political, or other reasons. The City should conduct a detailed study to identify feasible alternative routes for a relocated SH 82 from I-70 to at least 27th Street. Include estimates of order-of-magnitude cost comparisons. (Note: portions of Midland Avenue may still be needed for the completion of an additional route.) Criteria for evaluating alternative alignment(s) should include:

- Minimize impacts to adjacent properties and neighborhoods
- Support the success and expansion of the Downtown
- Allow efficient transit operations and facilities
- Permit an extensive trail system
- Allow public access to, and enjoyment of, the river
- Preserve the rail corridor's potential for rail operations.

To further efforts on this topic the City should:

1. Identify one or more feasible routes for through traffic.
2. Develop visualizations to allow the public to truly understand the impact of the alternatives compared to existing conditions.
3. Protect the preferred relocated route(s) from encroachment by land uses that would compromise the function of the route.
4. Work with CDOT to conduct the necessary studies/processes for federal funding and to obtain any required environmental clearances (e.g. Environmental Assessment, Environmental Impact Statement, state Biological Assessment etc.).



*Figure 5-2: One of the potential alternative routes considered for SH 82 begins with a new exit at Devereux (to avoid development impacts to the Confluence Area) and runs along the east bank of the Roaring Fork River before it ties back to the 23rd Street / Grand Avenue intersection. This is only a concept and NOT an official alignment. Feasibility of an alignment is to be further studied.*



5. Work with RFTA to incorporate trail access into future projects along the rail corridor and to protect the railroad corridor from encroachment which will help promote cooperative efforts between RFTA and the City of Glenwood Springs to preserve both road and transit options.
6. Continue land acquisition as necessary to preserve public access.
7. Based on the preferred alignment, update the Confluence Plan, the Parks and Recreation Master Plan, and the River Trail Plan, as necessary, to reflect the preferred relocated SH 82 alignment(s).
8. Adjust zoning designations along the potential alternate route corridor to ensure appropriate land uses, setbacks, etc.
9. Form and strengthen partnerships to pursue federal funding and to “regionalize” non-federal funding commitments. Begin to budget transportation and capital improvement work programs and work with RFTA and others to leverage multi-modal opportunities (such as road/Bus Rapid Transit or road/rail) to fund and implement a corridor route.

Redeveloping the Confluence Area, including but not limited to the current site of the City's wastewater treatment plant - is one of the City's highest economic development and land use priorities. Much of the Confluence Area's redevelopment potential could be lost or diminished, however, if it were to be used as a SH 82 alternate route. Moreover, the mere possibility that the Confluence Area could be subject to future highway use could limit or severely reduce the potential for redeveloping this area for commercial, residential and public uses. Recognizing that several other alternative alignments could provide the desired connection from Interstate 70 to the Roaring Fork River corridor, the Confluence Area should be removed from consideration as a potential SH 82 alternative route alignment.

### **Develop a Regional Traffic Model and Transportation Master Plan**

The City should work with RFTA, Garfield County, Pitkin County, Eagle County, regional municipalities, and CDOT to develop a regional multi-modal traffic forecasting model and Regional Transportation Master Plan to answer key questions about travel patterns/demand and investment implications on congestion, mode shift, and trip reduction. The City should also work with major regional employers, ski resorts, and other stakeholders to reduce congestion on Grand Avenue by shifting regional employee and tourist traffic to non-single occupant automobiles or transit, and by constructing employee housing closer to employment destinations.

### **Improve Grand Avenue Traffic Flow while Promoting a Pedestrian-friendly Downtown**

The City acknowledges that creating an additional route along the Roaring Fork River shall be a long-term prospect. Therefore, the City should work with CDOT to develop an Access Control Plan that would study ways to improve traffic flow on Grand Avenue and to enhance the streetscape so that it is more pedestrian-friendly. Potential vehicular and pedestrian-oriented improvements that should be studied include:

- Installing a planted median with pedestrian refuge areas
- Removing left turn lanes from some Grand Avenue intersections





*Reserve for  
Transportation Map*



*Reserve for  
Transportation Map*



*Reserve for  
Transportation Map*



*Reserve for  
Transportation Map*



- Removing on-street parking in exchange for adding significantly wider sidewalks (at least 14' on each side)
- Installing reversible lanes, particularly as part of widening the Grand Avenue Bridge
- Converting Cooper Avenue and Colorado Avenue to two-way traffic
- Converting 8th Street / 9th Street and 10th Street / 11th Street to one-way couplets
- Synchronizing and pacing signals (including increasing pedestrian crossing times).

### **Improve Interconnectivity of the Road Network to Provide Alternative Routes through and around Town**

In order to reduce the reliance on Grand Avenue, connect the “missing links” to form an efficient network of streets and bridges. The City should conduct a detailed evaluation of the potential for, and benefits of, connecting local roads for improved internal circulation (Maps 5.1 and 5.2).

In general, network connectivity of streets and trails should be required of all new land development and redevelopment, and encouraged in existing neighborhoods, as locally appropriate. It should be applied within a subdivision or neighborhood, and between land uses and neighborhoods.

Any new roadway corridors should be multi-modal - complete streets designed for driving, transit, walking, and biking, as well as connected sidewalks, pathways, and other non-auto travel pathways - and should generally take the form of narrow local and collector/connector streets of no more than two lanes with speed limits of 35 miles per hour or slower. Offset connections are encouraged to calm and slow traffic, discourage cut-through traffic, and to create shorter block lengths and intersection densities.

New road and bridge alignments or connections to develop over the next ten to twenty years include:

- New 8th Street connection to Midland Avenue
- New 14th Street bridge to Midland Avenue
- New bridge and road connecting the city's southern subdivisions with SH 82 (commonly referred to as South Bridge)
- New Riverfront Drive from 14th Street to 23rd Street (on east side of river and railroad tracks)
- Connecting Devereux Road to Midland Avenue/Wulfsohn Road (grade-separated railroad crossing)
- Potential grade-separated pedestrian and/or bicycle crossing of Grand Avenue at 12th Street.





## Encourage Reduction of Single-occupant Vehicles and Encourage Alternate Travel Modes through Land Use Planning and Community Design

Land use itself is a strategy to address transportation issues. The location, density/intensity, mix/variety, and character/design of land uses dictate travel choices and patterns. For example, many communities have found that providing more homes that are within walkable distances to shopping and services actually reduces vehicle usage. Land use is a powerful tool to reduce vehicle trips, or shift it to other modes, ultimately reducing traffic congestion.

This Plan encourages minimizing single-occupant vehicle (SOV) trips on Grand Avenue and other local roads by encouraging compact development patterns, by making regional transit routes and stops accessible and convenient to more neighborhoods, and by implementing other transportation demand management strategies to reduce travel demand. Specifically, the City should:

1. Monitor traffic volume and track the remaining available capacity on Grand Avenue.
2. Encourage compact, mixed-use forms of development, and redevelopment, that places more residents within walking and bicycling distance of shopping and destinations to minimize the need for private automobiles. The City will need to assess other development requirements, such as parking, to ensure that they do not inhibit mixed-use development. In the case of parking requirements, the City should review existing requirement ratios to determine if they are still applicable today; consider allowing shared parking arrangements; consider parking maximums; and consider allowing on-street parking to count toward the requirement.
3. Add to the development review criteria an evaluation of the project's ability to minimize new or reduce existing single-occupant vehicle trips by capturing travel on-site or shifting to other travel modes.



Figure 5-3: Ride Glenwood Springs (top bus) provides local transit service while RFTA (bottom bus) provides regional transit service.

### Strengthen Transit and Plan for Transit Hubs

To ensure a seamless and efficient regional transit system, the City will need to work with RFTA and others to integrate local bus service with the new "VelociRFTA", a Bus Rapid Transit (BRT) express service between Aspen and Glenwood Springs, which is expected to come on-line in 2011-2012. In Glenwood Springs, RFTA plans to locate a BRT station in the vicinity of 27th Street and South Glen Avenue. The City should:

1. Support RFTA to develop and construct a BRT station at 27th Street, and to consider other options that will extend VelociRFTA further into Downtown Glenwood Springs in the future.



2. Create a centrally located intermodal transportation facility in proximity to employment centers, neighborhoods, and other regional transportation modes, such as the passenger train and interstate bus services. A preferable site to consider is the Confluence Area.
3. Work with RFTA to ensure that there is a seamless transition between rapid transit and other travel modes such as the local Ride Glenwood bus service, bicycling, walking, regional train and bus service, and personal vehicle; integrate transit-oriented-development (TOD) into the station plans or within the vicinity of the planned BRT station.
4. Update the Transit Operations Plan (TOP) for Ride Glenwood Springs (RGS) and steadily increase RGS frequency to match VelociRFTA, once implemented.
5. Encourage the redevelopment of secondary commercial centers (such as the Roaring Fork Marketplace, Glenwood Meadows, Glenwood Mall) into mixed-use neighborhoods at densities that will support transit.

### **Expand and Connect the Trail System and other Walking and Bicycling Routes**

City plans envision providing both urban and recreation trails that efficiently connect to major points of interest such as shops, parks, schools and employment centers. The City should construct missing links in the trails system with less expensive interim, but durable, surfaces (such as decomposed granite) until they can be re-surfaced with concrete or asphalt. The City should:

1. Develop a city-wide pedestrian / bicycle circulation plan that integrates recommendations contained in the Rivertrails Plan, Long Range Transportation Plan, and other documents. The plan should identify connections for roads, sidewalks and trails - including bridges – so that trail users can reach all areas of the city; in addition, work with and support efforts of the Parks and Recreation Commission and the River Commission in developing bicycle and pedestrians facilities.
2. Incorporate trails, sidewalks, multi-use paths, and bicycle lanes into all new streets and roadways and retrofitted into existing areas as feasible and locally acceptable; trail and sidewalk connections shall be prioritized for construction by evaluating safety and access to schools, riverfronts, parks, natural and recreation areas, major activity centers, and transit.



*Figure 5-4: The river trail provides an alternative means for pedestrians and bicyclists to get around town.*



3. Consider constructing the following major bicycle/pedestrian routes:

- Grade-separated crossings of Grand Avenue/SH 82 at strategic locations (such as 12th Street and 20th Street)
- New 8th Street connection to Midland Avenue
- New 14th Street connection to Midland Avenue
- New bridge and road connecting the city's southern subdivisions with SH 82 (commonly referred to as South Bridge)
- Grade-separated crossings of a potential relocated SH 82 route
- New crossing in west Glenwood across the Colorado River, Interstate 70, and the Union Pacific Railroad
- Connect Devereux Road to Midland Avenue/Wulfsohn Road (grade-separated Railroad crossing)
- Additional trails in Glenwood Meadows area
- Encourage the connection of the inner-city trail network with regional trails such as the LOVA trail in South Canyon.

In addition, the City should solicit private contributions from adjacent property owners, non-profit organizations, private citizens and local businesses for construction of trail amenities to offset costs.

### Create Complete Streets to Encourage Alternative Modes of Travel



Figure 5-5: Complete streets include transportation areas for pedestrians, bicycles and automobiles / transit.

While many of the side streets in Glenwood Springs are pedestrian- and bicycle-friendly, many of the major through streets in the community are optimized for the automobile. To encourage people to use modes of transportation other than their personal vehicles to circulate through the community, they need to feel safe and able to do so. "Complete streets" is a design approach that has major streets catering to multiple modes of transportation (automobiles, pedestrians and bicycles) and not just the automobile. The City's street standards support the idea of narrow streets that accommodate automobiles, bicycles and pedestrians.



## Work with CDOT on the Replacement of the Grand Avenue Bridge

The Grand Avenue Bridge has been categorized by the Colorado Department of Transportation (CDOT) as being functionally obsolete (though not structurally deficient), with a Sufficiency Rating of 47.4 out of 100. The bridge's current width of 37.5 feet from curb to curb does not adequately accommodate four lanes of traffic based on current road standards; the existing lanes widths are just over 9 feet (instead of 12 feet) and no shoulders exist. With the amount of traffic, including truck traffic, crossing the bridge, the narrowness of the lanes is perceived as a safety issue and can add to the congestion found on Grand Avenue. Regardless of any considerations for the future location of SH 82, the Grand Avenue Bridge will need to be widened to four full lanes to optimize safety and traffic flow and to accommodate projected traffic levels, as described in the SH 82 Corridor Optimization Plan Strategies.

The Colorado Bridge Enterprise has instituted the FASTER program (Funding Advancements for Surface Transportation and Economic Recovery) to address the 128 "Poor" bridges statewide, and the SH 82, Grand Avenue Bridge is on that list for replacement. CDOT is conducting a Feasibility Study and, once completed, will undertake the required National Environmental Protection Act (NEPA) clearance process, followed by the final design. The processes will involve significant public outreach and the use of Context Sensitive Solutions (CSS). Funding is expected to be available in 2014, with construction anticipated to begin shortly after.

The City will continue to work with CDOT as this project develops.







# CHAPTER 6

## HOUSING

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

*“It is important to create a community in which people can live, work, play and raise a family. Since 2000, jobs in Glenwood Springs have increased at nearly twice the rate of housing units. This has led to a greater imbalance between jobs and housing and to increased commuting and traffic congestion. To create a sustainable community with the characteristics desired by current residents, it is necessary to increase the supply of housing relative to employment.”*

Strategic Housing Plan, 2010

### VALUES AND VISION FOR HOUSING

Glenwood Springs strives to be a place where people of all income levels are able to live, work, play and raise a family, within the same community. To ensure that those who work in Glenwood Springs have an opportunity to live here, both the amount of housing, and the variety of housing types need to be increased.

Over the last decade, housing prices in Glenwood Springs have escalated so that many households can no longer afford to buy or rent a home. Local market forces are not providing housing opportunities for the entire spectrum of households needed to sustain a community. Employees who provide essential community functions in general cannot live in Glenwood Springs due to the high-cost of housing relative to earned wages.

To create a more sustainable community, it is necessary to increase the supply of housing relative to employment. Doing so would increase affordable housing options for employees of Glenwood Springs businesses. The goals and policies of the Glenwood Springs Comprehensive Plan set the stage for strategies to balance jobs and housing as well as address other values and issues in our community.



Figure 6-1: Providing affordable community housing has been an on-going mission for the City



Traffic is one of the major issues confronting Glenwood Springs. Though tourists add to the traffic congestion, there is also a strong correlation between the location of workforce housing, jobs, and traffic. The by-product of a separation between housing and employment is traffic, and if it is significant enough, congestion. This is especially true in the Glenwood Springs region, with a major employment base in Pitkin County, and a significant supply of affordable housing in Silt, Rifle and Parachute. The only connecting link is SH 82 (Grand Avenue), which passes through Glenwood Springs. Additional contributions to the traffic on Grand Avenue are from residents commuting out to work, non-residents commuting in to work, and residents driving internally to work, shop, go to school and recreate.

By providing housing opportunities for people of all income groups the community may realize a number of benefits including reduced traffic congestion, increased social diversity, increased vitality in areas with new housing, and increased economic vitality as workers can shop in the same community where they live. The City reconfirms its commitment to include some percentage of affordable residential units in all new development projects and will work aggressively to allow for affordable, attainable housing units.

## **COMMUNITY GOALS SUPPORTED BY HOUSING**

- Maintain Glenwood's role as a regional center
- Preserve the small town character of Glenwood and maintain the livability of Glenwood Springs
- Preserve and increase the vibrancy and commercial success of the Downtown
- Provide housing for the entire community
- Promote sustainable economic diversity
- Address transportation needs and provide multiple convenient travel choices
- Support social diversity

## **POLICIES TO ENHANCE HOUSING**

- The City encourages a variety of housing types, sizes and costs throughout the community and in each neighborhood. A variety of housing types will create the opportunity for households with diverse characteristics.
- The City will use both regulations and incentives (such as density or zoning bonuses, additional height, parking waiver, etc.) to encourage the development of housing at lower, more attainable price points.
- During review of annexation proposals, the City should require higher standards for housing and amenities from developments in trade for City-provided services. All commercial and residential developments occurring on annexed land should include community housing.



## STRATEGIES AND ACTIONS<sup>8</sup> TO PROMOTE HOUSING

### Increase the Supply of Housing that is Affordable to the Workforce (Community Housing) by implementing the Strategic Housing Plan

It is necessary for Glenwood Springs to significantly increase the supply of housing relative to employment (jobs/housing ratio) to create a sustainable community that houses more of its workforce and reduces traffic impacts. The 2010 Strategic Housing Plan calls for the responsibility for community housing to be broadly shared and sets forth a series of policy directives, goals and objectives, priorities and implementation strategies. The City should take the following steps to implement the Strategic Housing Plan:

#### ***Assure the Effectiveness of Community Housing Regulations and Incentives***

The City currently has inclusionary zoning requirements as well as a number of incentives to encourage development of community housing, including reducing minimum lot size and building setback requirements, and increasing maximum building heights. Development of mixed-use units and market-rate units less than 1,000 square feet (s.f.) also qualifies a developer for reductions in housing mitigation requirements.

The City should regularly analyze existing regulations and incentives to determine whether or not they are effective, and make adjustments accordingly. The City should also consider modifying zoning code / land use regulations to:

- Require new housing in the redevelopment of secondary commercial centers
- Set an annexation policy, applicable to properties under-going the annexation process, to serve as a guide and reference for housing requirements (for both market rate and affordable units)
- Establish baseline standards through which community housing will be included in all commercial and residential developments
- Amend the inclusionary zoning ordinance to include rental units as meeting the affordable unit requirements.

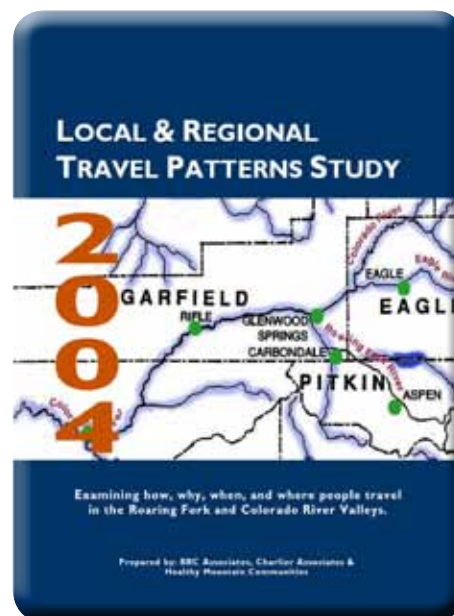


Figure 6-2: The 2004 Local and Regional Travel Patterns Study examined how, why, when and where people travel in the Roaring Fork and Colorado River Valleys.

<sup>8</sup> The strategies listed in this section are derived in part from the Strategic Housing Plan. The plan should be consulted for more detailed descriptions of actions and their justification.



### ***Aim for the Community Housing Target Count***

The Strategic Housing Plan identifies a numerical goal for community housing on an annual basis. To reach these totals:

- Community housing should be built in conjunction with commercial development
- Housing should be provided for employees generated by new development.

The City should monitor, and annually report to the City Council and the public, the status of community housing—quantities, diversity of types, planned or anticipated projects, and progress toward meeting targets. If necessary, the City should set up a system to collect necessary data. Additionally, the City should regularly update the Strategic Housing Plan in order that the community housing target counts remain current with economic conditions.

### ***Prioritize Community Housing for Local Workforce and Families***

Community housing efforts should focus initially on providing units designed for those that work in Glenwood Springs and that are cost-burdened. For example, the target group in 2010 was households with incomes equal to or less than 120% Area Median Income (AMI)<sup>9</sup>. Many members of this target group have families, therefore, a portion of new community housing should include units with multiple bedrooms.

### ***Require Community Housing with Annexation***

All commercial and residential developments on properties being annexed to the city should include community housing. During the annexation process, the City can, and should, require higher standards from developments in trade for providing services and infrastructure<sup>10</sup>. To do so, the following guidelines are recommended:

- All annexed parcels, regardless of size, are expected to contribute to community housing efforts through residential linkage, commercial linkage, mixed-use development, inclusionary zoning, or other City-approved method
- A minimum standard for the inclusion of housing for low- and medium- income households as a requirement for annexation should be established
- Community housing should be built in conjunction with any commercial development
- Housing should be provided for employees generated by new development
- Community housing is to remain affordable over time through deed restrictions or other City-approved means.

<sup>9</sup> This priority is based on the assumption that the private market will address the housing needs of households with higher incomes (an assumption that should be periodically reviewed over time).

<sup>10</sup> This "higher standard" of community housing that will be required from newly annexed developments, shall be determined by City Council.



### ***Plan for Housing for Seasonal Workers***

Alternative types of housing should be explored to accommodate seasonal workers who are often young, single and seeking very low cost places to stay. Dormitories, camps and accommodations that employers would offer should be considered.

### ***Ensure Rental and Ownership Opportunities***

Both homeownership and rental opportunities are needed because not every member of the workforce wants to purchase a housing unit. To maintain the existing ratio between rental and ownership units into the future, a percentage of homes built for occupancy by residents should be for rent. Different types of dwelling units - apartments, duplexes and single-family houses - should be available for rent at affordable rates. Allowing rental units to meet inclusionary zoning requirements may help provide this type of housing.



*Figure 6-3: New residential developments are encouraged to include a variety of housing types as seen above: townhouses and apartments / condominiums (background) designed adjacent to single-family units (foreground).*

### ***Plan for Senior Housing***

It is recognized that the retiree population will grow at a disproportionately high rate for at least the next 15 years, and that housing specifically designed for seniors should be a key component of a comprehensive housing approach.

### ***Encourage Greater Variety in Housing Types and Price***

To meet the diverse housing needs of Glenwood's current and future population, an increase in the range of housing types and price levels is needed. A greater range of housing types will enable the City to better meet the needs of young adults that wish to stay in the community, a greater number of our workforce, and those who no longer wish to maintain large properties (seniors, empty-nesters, weekend warriors). Ideally, there should be a variety of price points for each unit type. A greater diversity in unit types, including higher density housing, and unit sizes are needed to achieve affordable price levels for community housing as well as a range of price points for market rate housing.

### ***Encourage a Mix of Densities and Unit Types within New and Redevelopment Projects***

The greatest opportunity for mixed density projects will be in the redevelopment of the secondary commercial centers, the Downtown, and in annexations. In these areas particularly, the City should encourage a mix of densities and unit types.







Figure 6-4: Accessory dwelling units play a role in widening housing opportunities.

A benefit of mixing densities and unit types is that it allows families and individuals in different life stages (young families, empty-nesters, retirees) to co-exist in neighborhoods. It permits families that have established long-term ties to a neighborhood or location to find larger and/or smaller homes as they change life stages without having to move to another part of town.

### ***Continue to Encourage Development of Accessory Dwelling Units***

Also known as “mother-in-law” units, accessory dwelling units (ADUs) are often constructed over a detached garage or basement of a home. Accessory dwelling units are allowed in most Glenwood Springs neighborhoods. They fill a void in the spectrum of rental opportunities and provide some homeowners with necessary added income.

## **Encourage Housing Variety and Affordability throughout the Community**

Community housing should be dispersed throughout Glenwood Springs and especially where it can be located near transit and job centers. The closer that homes can be to jobs and transit, the greater the savings to individual households, the community and the City.

Like most future development, the majority of future housing opportunities in Glenwood Springs will likely occur through redevelopment and infill. Due to the physical limitations to growth and the approaching built-out nature of the community, there are few large tracts of land left to develop, and some may not be suitable for housing. Therefore, it will be important to take advantage of every opportunity to increase the supply of housing in general, and community housing specifically. The Comprehensive Plan identifies the following focus locations for new housing including community housing units:

### ***The Core Area of the City***

The core area, including the Downtown and immediately surrounding neighborhoods, has the potential for infill and sensitive redevelopment at higher densities than currently exists. This can be achieved by:

- In the Downtown, facilitating mixed-use development (apartments and condominiums above stores and offices) and apartment / townhouse style development
- In the surrounding neighborhoods, encourage accessory dwelling units, as well as sensitively designed small apartment buildings, townhouses, small lot single family dwelling units
- At the Confluence Area, incorporate a prominent residential component in a mixed-use redevelopment plan
- In neighborhoods surrounding the Downtown, consider returning to the minimum lot size for single-family dwellings that was allowed in the Original Town Site (2,500 s.f.). This will allow more compact single family homes in an area of the city that already has a large number of homes on small lots.



The City will need to review and accordingly modify existing codes (parking, setbacks, etc.) to support this concept.

### ***Secondary Commercial Centers***

Although generally functioning adequately, many of the commercial secondary centers in Glenwood Springs occupy land that has potential for higher intensity of use. Any redevelopment and/or expansion of these projects should integrate residential and commercial/business to create mixed-use projects. A significant portion of the secondary centers should be devoted to a mix of community housing with some market rate housing. This is not meant to reduce the commercial space allowed but rather to increase the total amount of allowed development as an incentive for providing community housing. Three areas of special consideration are:

- Strongly encourage the development of the planned residential component for Glenwood Meadows, including live-work housing, apartments, etc.
- Develop the area north of the Glenwood Mall as a mixed-use development, either as an extension of a redeveloped Mall, or a compatible but independent development
- Encourage the development of a mixed-use center in promiximity to the anticipated VelociRFTA BRT terminal near the south end of Glenwood Springs
- Support the redevelopment of the Roaring Fork Marketplace, and the City Market and Safeway commercial sites as mixed-use centers.

### ***City-owned Land***

The City owns in excess of 1,000 acres of land, much of which is currently vacant. Some of this land is not buildable as it is in small fragmented pieces, reserved for future right-of-way, on steep hillsides, or reserved for utilities. The City should inventory its land to determine its potential development for community housing.



*Figure 6-6: Townhouses and small apartment / condominium buildings are encouraged in and around the Downtown.*



*Figure 6-7: Much of the new community housing built will occur in redeveloped mixed-use secondary centers and infill in the Downtown.*



## ***South of Town***

South of Glenwood Springs, there are several vacant and/or under-utilized parcels that have potential to include at least some portion of higher density residential uses and / or a mix of uses. If the airport were to redevelop in the future, it should also be considered similarly.

### **Require Good Design for Mixed-use and Higher Density Projects**

When developing mixed-density, mixed-use and higher density development, project design becomes key to preserving community character. The goal is to build attractive and functional places where residents feel safe, comfortable and enjoy living. It is also important to ensure that more intense developments blend with, and are compatible with, one another and with the surrounding neighborhoods.

Individual housing design and quality should be compatible with adjacent uses and quality should be sufficient for long-term livability and energy efficiency. Unit size is important – low cost is not to be achieved by making units so small that their livability is compromised. In other words, housing created as part of mixed-density, mixed-use developments should be sustainable. Sustainability in housing could be achieved by:

- “Green” designs with energy-efficient appliances, alternative energy sources, non-toxic building materials, solar orientation, and high R-value insulation and windows, which improve long-term affordability and provide a healthier living environment
- Compact developments, which reduce the amount of land converted into residential use, minimize resources consumed in infrastructure construction and maintenance, lower water consumption and enhance a sense of neighborhood
- New development should include the preservation of existing, mature, quality trees and extensive developer investments in installation of native or drought-tolerant vegetation, Leadership in Energy and Environmental Design (LEED) standard new construction (NC) and neighborhood development (ND).

The City should analyze the effectiveness of the existing regulations and incentives to determine whether or not they effectively encourage mixed-use and higher density projects, and make adjustments accordingly. Specific areas to address include (but are not limited to) setbacks, lighting, solar-access, parking, and provision of associated open space and amenities.



## **Act Regionally to Address Housing Issues**

A portion of the demand for affordable housing is created by regional conditions (employment and the high cost of housing “up-valley”). Therefore the responsibility for community housing should also be addressed regionally. This can be accomplished by the following strategies:

### ***Combine Efforts with Regional Housing Agencies***

The City should work with Garfield, Pitkin and Eagle counties to combine resources, share strategies, and jointly seek funding and land for community housing projects. The City should work with these entities to establish a regional housing council to collectively address community housing issues.

In 2010, Garfield County adopted a new comprehensive plan that recommended working “with municipalities and Garfield County Housing Authority (GCHA) to allow the sale/transfer of affordable units to urban locations.” The purpose of such a policy is to locate housing near services rather than in remote areas of the county. To see this concept through, Glenwood Springs and Garfield County should develop a mutually-beneficial, cooperative arrangement that details procedures and guidelines to allow the County’s affordable housing requirements to be met by constructing that affordable housing in Glenwood Springs.

### ***Explore Partnerships with Quasi-public and Private Entities***

The need for community housing is shared by many businesses as well as quasi public entities (school districts, fire districts, water and sanitation districts, etc.), all of which need to house their employees. For example, the school district in Ketchum, ID developed housing for its teachers on a portion of a school site. Partnerships expand resources and often lead to creative solutions. The City should solicit and work with a public-private partnership to develop a housing demonstration project for affordable housing. The City should partner with the agencies and entities such as the school district, fire districts, special taxing districts, and major employers to explore creative opportunities for providing affordable employee housing.







# CHAPTER 7

## PUBLIC UTILITIES AND SERVICES

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

***“For a community to be sustainable, it must be balanced...A sustainable community will balance who benefits from services with who pays for them.”***

Glenwood Springs Comprehensive Plan: A Framework for Decision-making, 1998

### VALUES AND VISION FOR PUBLIC UTILITIES AND SERVICES

Providing efficient public utilities and services is essential to quality of life, livability and to cost-effective growth. Although some City service costs are not closely tied to the urban form of growth (e.g. administration), there are many services (utility extension, street maintenance, public safety, etc.) that are sensitive to the type and location of growth. If new development occurs in areas that are difficult to serve, growth can challenge a city's ability to keep up with an increased demand for utilities and services. For example, when growth occurs in lower densities, cities generally incur disproportionate additional costs such as repairing and resurfacing longer roadways; cleaning and inspecting longer sewer lines; longer roads to plow snow; and longer trips for police, fire, building inspectors, school buses and parks maintenance crews, when compared to more compact urban land use patterns. The City of Glenwood Springs needs to be efficient and cost-effective in order to be fiscally sustainable in its provision of services and utilities. The Glenwood Springs Comprehensive Plan provides a general direction for maintaining and improving these functional aspects of the community – often taken for granted- but essential to “livability.”



Figure 7-1: The City provides a variety of utilities and services to the community including fire protection, police, water, sewer, and electricity,



## **COMMUNITY GOALS SUPPORTED BY PUBLIC UTILITIES AND SERVICES**

- Maintain Glenwood's role as a regional center
- Preserve the small town character of Glenwood and maintain the livability of Glenwood Springs
- Preserve and increase the vibrancy and commercial success of the Downtown
- Provide housing for the entire community
- Promote sustainable economic diversity
- Address transportation needs and provide multiple convenient travel choices
- Support social diversity
- Direct development locations and forms that are cost-effective to serve

## **POLICIES TO ENHANCE PUBLIC UTILITIES AND SERVICES**

- The City should require adequate infrastructure concurrent with development. Public infrastructure necessary to accommodate private development should be put in place prior to allowing building permits. The City acknowledges that there are areas within the Urban Growth Boundary, such as south and west of town, where utilities and infrastructure are not adequate to service additional development. Developers of any properties in these areas are expected to make any and all infrastructure and utility improvements necessary to support the development.
- The City should encourage the development of equitable and adequate infrastructure throughout the city and continue to pursue alternative forms of energy where applicable.
- The City should assist the school district to reserve land for future school sites in or near the city limits so that the district is not forced to seek cheaper land in more remote locations.

## **STRATEGIES AND ACTIONS TO PROMOTE PUBLIC UTILITIES AND SERVICES**

### **Direct Growth to Areas Where Utilities and Services Can be Provided Efficiently**

Directing growth inward through infill and redevelopment allows new development to avoid unnecessary and expensive utility extensions and service area expansions. Additionally, promoting greater residential density and mixed-use projects allows a savings in private development costs through land and capital investment efficiencies that have the potential to reduce the overall cost of constructing housing.



The existing wastewater treatment plant is being relocated to a larger capacity facility at the western edge of the urban area. This new facility can support redevelopment that intensifies land uses especially in the Downtown, the Confluence Area, and other secondary commercial centers.

### **Retain Role as a Regional Center**

It is important that Glenwood Springs retain its role as a regional employment and commercial center. When comparing the City's annual operations expenditures with several Colorado municipalities, it is clear that Glenwood Springs provides a relatively high level of service to its residents that is more than double what is offered by similarly sized municipalities in Colorado. This level of service is directly related to the sales tax revenues that the City receives from its commercial businesses.

In considering expansion of municipal boundaries or infill projects, maintaining the current balance of residential and nonresidential land uses could help sustain the levels of service currently enjoyed by Glenwood Springs residents, businesses, workers and visitors. For every housing unit in Glenwood Springs there are 629 sq. ft. of non-residential floor area. The majority of the demand for services (68%) originates from housing units within the municipal boundaries, while the remaining 32% originates from tourists and from individuals working in Glenwood Springs but residing elsewhere.

### **Allocate Land for Utility Expansion**

The City is responsible for setting aside sufficient land for future necessary public facilities. As the city evolves, grows and redevelops over time, land for utility facilities will need to be included in development plans. Domestic water will be needed to support new development. An electric sub-station will also be needed on the west end of the city. One can be located at the wastewater facility property that is currently owned by the City of Glenwood Springs.

### **Plan for Domestic Water Infrastructure Improvements**

Full development within the Urban Growth Boundary may require improvements to the City's water delivery system, particularly its



*Figure 7-2: The new Fire Station 2 located in the Downtown*



*Figure 7-3: The site of the existing wastewater treatment plant near the confluence of the Roaring Fork and Colorado rivers*



water storage capacity. Currently the City has active plans to construct additional treated water storage in the south service area and has secured land for an additional tank next to the existing Cardiff Tank.

Additionally, as development continues in the south-lying area, the City has plans to construct one or more new waterlines in order to maintain a “looped” water delivery system. This requires that waterlines cross the Roaring Fork River. Currently the City has waterlines on all of the existing bridges including a new waterline that was installed in 2010 on the Old Cardiff Bridge/County Road 156. If a south bridge is constructed in the future, the City will plan to include a waterline. However if this bridge is not built, the City will need to construct a waterline bridge.

## **Promote Water Conservation**

There is only a finite amount of water available to allocate to numerous demands. In an arid climate as seen in Colorado, the water supply can be greatly affected by drought and weather patterns. In addition, due to the established system of water rights in the west, when water sources are low, water supply to some may be lost if holders of senior rights call for that supply. This is compounded by ever increasing demands from Western Slope residents, from Front Range communities, from downstream states (Utah, Arizona, and California), and from Mexico, all of whom desire greater amounts of water from an ever-diminishing supply. Although these intra- and interstate water rights issues generally are out of the control of Glenwood Springs residents, the community can make a difference through water conservation.

Since the 1970s the City has had an ordinance prohibiting water waste, and in 1996 it approved a Water Conservation Master Plan that was subsequently updated in 2003 and again in 2009. The City continues to actively implement water conservation programs and to actively promote water conservation through use of efficient fixtures, xeriscape, etc. Domestic water demand has decreased over the last 10 years due to these water conservation efforts. The City should continue to implement the Water Conservation Master Plan and to enforce existing ordinances prohibiting water waste.

The City should also conduct a comprehensive energy and environmental audit of the entire municipal water system to determine the carbon emissions and energy consumption associated with water delivery, water treatment and wastewater treatment. The information should be used in marketing to support water conservation efforts. All cost-effective efficiency measures, such as ordinances that prohibit water wasting and require water-efficient design in new construction should be considered for implementation.

## **Consider Fiscal Impacts prior to Expanding City Water and Sewer Services**

Annexation resulting in the extension of the water and sewer distribution system should be evaluated carefully. The distribution and collection systems require substantial amounts of revenue to build and maintain.

Annexations that extend the water/sewer distribution/collection systems are not likely to be fiscally sound without substantial mitigation. Mitigation could include the developer paying for new water/sewer distribution and collection improvements; the City charging for distribution/collection system replacement cycles; or the sewer/water fees increasing to cover costs city-wide. (For a more complete discussion of fiscal considerations of annexations, see Cost-effective Growth, Appendix 7, page 144.)



## Plan and Budget for Electrical System Improvements

Though there is adequate electric service capacity, improvements to the City's electric facilities will be needed as parcels are redeveloped and infill occurs. This will be especially true if the intensity of the development increases over current conditions. The City's electric distribution service territory is served by three substations, Mitchell Creek, North Glenwood and Roaring Fork. These substations serve different sections of town and each have their own issues regarding to future expansion, development and electrical load impacts.

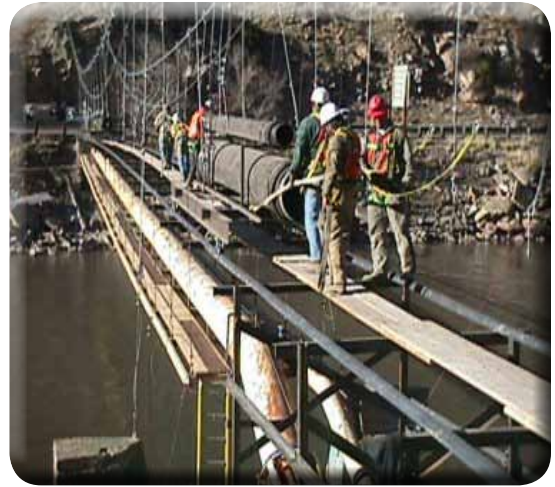


Figure 7-4: Improvements to the City's water infrastructure

Upsizing of the aerial spun cable servicing the Downtown will be required over time. Additionally, as development and redevelopment occurs on the west and south sides of the city, a new electrical substation likely will be needed. The City has reserved land adjacent to the new wastewater treatment facility in the event that this substation is needed. Funding (grants and / or revenues) will need to be allocated to a long term capital improvements budget to fund the substation and the upsized cables.

## Reduce Electricity Consumption

The City has, and continues to, develop programs that reduce municipal energy consumption such as using compact florescent, light-emitting diode (LED) or other energy efficient light bulbs in City buildings; converting existing high pressure sodium and metal halide street lights to more energy efficient lights; and using power strips to limit the amount of power drawn by computers when they are not in use. The City should continue to develop and improve plans to help reduce the City's energy consumption and help reduce the City's carbon footprint.

The City has also developed energy savings programs for its commercial and residential customers including energy audits, appliance rebates, insulations upgrades, and for commercial customers, matching funds for the installation of photo voltaic (PV) systems. This Plan encourages the City to continue to develop energy savings programs to reduce energy consumption citywide.

## Continue to Consider Harnessing Hydroelectric Energy

In 2008, Community Hydropower Consulting, LLC, prepared a report that analyzed options to develop hydro-power within existing water systems in Cascade Canyon and at the water treatment plant. Should the City decide to proceed with any of these options, the next steps would be a detailed feasibility study of the chosen option, a comprehensive engineering design, initiation of a preliminary permit application to the Federal Energy Regulatory Commission (FERC), and formation of a project management team.





## **Continue to Consider Harnessing Geothermal Energy**

The City should continue to consider harnessing geothermal energy. The City has an established Geothermal Task Force and the 2009 Geothermal Feasibility Report<sup>11</sup> that presents an evaluation of the resource. The report indicates that there is a potential resource that may be used for the generation of power and for heating. The report includes several actions for the City to pursue including site testing and securing funding. The City should also work with the Hot Springs Pool Board to ensure both the goals of the City and the Hot Springs Pool are considered and protected during this exploration.

## **Implement the Climate Action Plan**

The City of Glenwood Springs can do its part to address issues of global and local climate change, rising energy costs and to stimulate measures that enhance community sustainability. The "Top 10 Best Bets of the Climate Action Plan" (see text box) are included as Comprehensive Plan action items. Other aspects of the Comprehensive Plan also support the effort through the general policies of mixed-use, infill, transit-oriented design, and alternative modes of transportation. The City will implement the Climate Action Plan to reduce energy use.

## **Maintain LOS for Police**

The City should maintain the current Level of Service (LOS) for police protection (the 2010 ratio equals 1 officer per 370 persons). By 2035, Glenwood Springs' population is projected to reach near 15,000. If or when this occurs, an additional 17 officers will be needed in order to maintain the current service levels expected by Glenwood Springs residents. The City should be able to fund the additional staff with the increase in sales and property tax received from the anticipated growth in population.

## **Amend Codes for Fire Prevention / Possible Substation**

With increased density and building heights, the focus of fire protection turns to fire prevention. To ensure proper fire prevention, the City should amend fire and building codes as needed. To support acceptable response times over the next 2 decades, the City may want to consider adding a fire substation in the southern portion of the city if traffic congestion / issues continue as growth occurs.

## **Apply Intergovernmental Efforts toward Regional Wildfire Fire Protection**

The City of Glenwood Springs is surrounded by coal seams and forests. Though mitigation to reduce associated hazards is being done by the State of Colorado, this situation of large amounts of fuel adjacent to a community still has the potential for a catastrophic event. Wildfire could also occur from natural or man-made causes. Due to the nature that this issue that crosses many jurisdictions, the City should consider entering into one or more intergovernmental agreements to establish a process by which multiple jurisdictions and federal and state agencies respond to wildfire, adopt fire prevention codes (as

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<sup>11</sup> A Review of the Geothermal Resources Underlying Glenwood Springs, Colorado and of the Technologies Appropriate for Use in Their Potential Development, 2009



### TOP 10 BEST BETS OF THE CLIMATE ACTION PLAN

1. Implement a Glenwood Springs' Electric Department program to provide rebates to offset part of installation costs of photo-voltaic or solar hot water systems for residents or businesses. Set incentives at levels comparable to or greater than those offered to surrounding communities by Holy Cross Energy.
2. Purchase additional clean electricity from solar, geothermal, wind, hydroelectric or biomass sources. Offer electric utility customers a renewable energy purchase choice with a voluntary rate premium.
3. Appoint a staff person, and commit significant resources, to coordinate energy issues for the city government and the community.
4. Conduct an investment-grade energy audit of community center facilities, particularly the pool and ice rink. This audit should consider alternative energy retrofit options, including geothermal, solar, and waste heat utilization from one facility to another. Analysis should also examine options in which the ice rink is fully enclosed and operated year round.
5. Study the feasibility of tapping geothermal energy for heating and cooling systems and for power generation. Study the potential of creating a geothermal energy district to heat and cool clusters of commercial and/or residential buildings.
6. Continue to improve Ride Glenwood public transportation by providing more frequent service, longer hours of service, and more neighborhoods served. Ensure quick transfers between Ride Glenwood and RFTA regional buses.
7. Reduce vehicle miles traveled (VMT) using transportation demand management (TDM) practices. Ideas include incentives to reduce the volume of single-occupancy vehicles.
8. Create a permanent City Energy and Climate Commission to carry out this Climate Action Plan and keep it updated over time.
9. Develop and implement an outdoor lighting conservation program with education and incentives to reduce consumption of electricity using limited hours, motion sensors, efficient lighting upgrades, and other measures.
10. Revise policies related to Spring Cleanup to promote separate waste streams, allowing for the composting of organic wastes and recycling of metals, while maintaining the convenience of the service.

Figure 7-3: Top 10 Best Bets of the Climate Action Plan

applicable) within these wildfire areas, support efforts to reduce wildfire fuel on publically-owned land, and coordinate public education efforts on wildfire prevention and wildfire hazard fuels mitigation.

For its part, the City applies Firewise standards to development in forested areas. The Firewise program offers solutions for wildfire safety through subdivision planning, site planning and, in the case of development in forested areas, the provision of creating defensible space between structures and surrounding trees or other fuel sources. The City should continue to educate the community on wildfire awareness and should continue to apply Firewise concepts to existing and new development.



## **Assist with the Relocation of Library**

The Garfield County Library District is looking to relocate its Glenwood Springs branch library into a new 15,000 to 18,000 square-foot facility. However, the project is constrained by the high cost and lack of available land. Although the Library District is looking throughout the city for possible building sites, the City's elected officials have stated that their preferred location for a library is in the Downtown. The City should work with the Library District to explore possible Downtown locations and potential cost-sharing opportunities to keep the library in or near the Downtown.

Collaborative efforts such as cost-sharing could also occur between the City and other organizations that are seeking Downtown locations or considering expansion, such as Colorado Mountain College.

## **Plan for Education Facilities**

The Roaring Fork School District owns a 130 acre site south of the city limits. The district has plans to utilize 35 acres of this site to construct an elementary and middle school. The remaining acreage would be developed into housing, a portion of which would be set aside for school district employees and the remainder would be sold and/or rented at market rates.

To better mitigate the impact that schools can have on traffic and congestion, the City should work with the Roaring Fork School District to locate future schools in or near the city limits and on sites that promote walkability and the use of transit (to reduce traffic congestion on Grand Avenue/SH 82).

## **Plan for Increased Landfill Capacity**

The City is actively taking steps to significantly expand the capacity of its landfill that is located in South Canyon. The City is in the process of purchasing 62.5 acres of land from the Bureau of Land Management under the Recreation and Public Purposes Act. This parcel is situated northerly of and adjacent to the existing landfill, which will allow a vertical expansion over the existing footprint. The conservative estimated life of such a vertical expansion ranges between 20 and 25 years. The City does have additional lands adjacent to the landfill whereby lateral expansions could take place.

In order to help extend its life, the current landfill operator has several programs in place to reduce the amount of recyclable materials that are sent to the landfill. Additionally, the City is currently working with a private potential partner regarding the development of a solar array at the landfill.



# CHAPTER 8

## PARKS AND RECREATION

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

***“It is the mission of the Glenwood Springs Parks and Recreation Commission to improve the quality of life for the citizens and guests of Glenwood Springs by guiding future land use plans for parks and recreational facilities; by pursuing recreational and cultural opportunities that promote social, economic and environmental prosperity; and by providing recreational infrastructure and space which promotes civic activity.”***

Glenwood Springs Parks and Recreation Master Plan, 2006

### VALUES AND VISION FOR PARKS AND RECREATION

With its location at the confluence of the Roaring Fork and Colorado rivers, Glenwood Springs' residents and visitors highly prize both rivers as crucial elements to the overall quality of life. They not only provide critical wildlife habitat and add to the visual beauty of the city, they afford a wide range of recreational opportunities.

Parks and recreation facilities are essential to a truly livable community. They provide opportunities for relaxation, stress relief, socializing, exercise and participation. These are community spaces that provide a location for the community to interact and bond.

The Glenwood Springs is blessed with a multitude of recreation and leisure possibilities both within town and in the immediate surrounding area. The City of Glenwood Springs is doing many things to provide quality parks and limited recreation opportunities to the community. The 2006 Citizen Survey, conducted in conjunction with the preparation of the Parks and Recreation Master Plan, showed satisfaction levels from the community are high for the quality of parks and selected programs. A Parks and Recreation Master Plan was then adopted in 2006 in order to further efforts. At that time, the City's Parks and Recreation Department expanded their services to meet the demands of the growing community.



Figure 8-1: Parks are considered an essential aspect of Glenwood Springs.



## COMMUNITY GOALS SUPPORTED BY PARKS AND RECREATION

- Maintain Glenwood's role as a regional center
- Preserve the small town character of Glenwood and maintain the livability of Glenwood Springs
- Preserve and increase the vibrancy and commercial success of the Downtown
- Address transportation needs and provide multiple convenient travel choices
- Preserve natural resources

## POLICIES TO ENHANCE PARKS AND RECREATION

- With limited open land resources, and a focus on infill and redevelopment, the City should continue to provide adequate public recreation facilities by focusing on three priorities:
  - o Improve existing parks
  - o Complete and expand the pedestrian/bicycle trail system
  - o Focus on opportunities for passive recreation (natural areas, access to rivers, vest pocket parks, etc.)
- Park dedication requirements for new development should cover the total cost of providing recreation facilities proportional to the needs created by that development. Where park dedication requirements cannot be met on-site, the City preference will be for fees-in-lieu-of-dedication.
- In the more densely developed areas of town, such as the Downtown, the City will consider alternative methods for developers to meet existing parkland dedication requirements. For example, rather than meeting a standard for park acreage or facilities, the City may consider accepting facilities with a higher level of finish—such as plazas, roof-top public areas, overlooks, fountains, sculpture, etc.
- It is a high priority of the City to develop cost-effective partnerships with other entities – public and private – to provide trails, park and recreation facilities and programs to the community.

## STRATEGIES AND ACTIONS TO PROMOTE PARKS AND RECREATION

### Update and Implement the Parks and Recreation Master Plan

The 2006 Parks and Recreation Master Plan included a strategic plan for a five-year period. The master plan should be re-evaluated and updated for the next five-year period (2012 - 2016) then implemented. Such a task can be performed by the Parks and Recreation Commission along with City staff.





## Partnership with the Roaring Fork RE-1 School District

The City and the Roaring Fork RE-1 School District currently have a mutually beneficial partnership that should be continued into the future. The School District provides recreation fields and sports facilities that are used by the community. In return, the City of Glenwood Springs provides access<sup>12</sup> to the Community Center pool for the Glenwood Springs High School Men's Swim Team and Women's Swimming and Diving Team for both practice time and swim meets. As budgets get tighter in the future, there are opportunities to reduce duplication of services between the City and School District, such as maintenance of fields and turf areas. The Parks and Recreation Department should continue to work with, and formalize, facility sharing agreements with the School District —on existing as well as new facilities.

## Coordinate with other Recreation Providers and Develop Partnerships

Traditionally, multiple entities have provided recreation opportunities in the region: non-profit organizations (such as the LOVA Trails, Two Rivers Foundation and Roaring Fork Outdoor Volunteers), Garfield County, the US Forest Service, RFTA, homeowner associations, etc. Partnerships should continue to be developed and facilitated. Where possible, the City should continue to provide liaisons to other boards, councils or commissions in order to coordinate efforts and to maximize effectiveness.

## Plan for the City-owned Land Adjacent to the River Trail

The City owns a significant amount of land along the east side of the Roaring Fork River. Some of this land may be used for a future SH 82 alternate route while other parcels may be considered for community housing. In advance of, or concurrent with, any consideration of uses of the river front, the City should conduct an evaluation of the river corridor to identify important or potential public access points, views, wildlife/fishery habitats, and bank/bed conditions to preserve the health of the river.

## Review and Update Park Dedication Requirements

Review and update park dedication requirements to reflect the true cost of land and recreation facilities. In more densely populated areas, such as the Downtown, consider allowing for alternative dedication requirements such as fountains, plazas, rooftop parks, or riverfront overlook areas.

## Support Ski Sunlight

Ski Sunlight is a 470-acre ski resort located southwest of the City via Four Mile Road. In a public survey and at public



Figure 8-2: Ski Sunlight provides a valued community recreation amenity.

<sup>12</sup> Through an agreement for the purchase of pool use restricted memberships at reduced fees.



meetings conducted as part of this Comprehensive Plan update, the community indicated strong support for the resort as a special local recreation amenity that adds much to Glenwood Springs' uniqueness, small town character, and livability. The City should work with the resort and other interested parties to enable the continuance of the operation.

### **Consideration of Trails during Design and Construction of a Relocated SH 82**

As the City considers plans to construct an alternative route for SH 82, it will do so with full consideration of the existing river trail. If the roadway is located on the east bank of the Roaring Fork River, the existing trail shall be preserved or relocated. Further, the City shall consider increasing the number of access points, improving directional signage to the trail, and maintaining and/or improving its link to other existing or planned trails throughout the city.

### **Coordinate Trail Planning and Implementation**

Currently trails are planned, funded, and constructed by several different agencies and non-profit groups. The River Commission, a City Council-appointed group of volunteers, is the primary planning entity that assists the City in determining priorities for trail development along the river corridors. Several other organizations and groups act as organizers, advocates, and builders of trails throughout the community. The City should continue working with volunteer groups and non-profits to create new trails as well as work with the Public Works Department to improve existing sidewalk bike routes. The magnitude of this coordination requires a designated position that can coordinate efforts and actions between the interested parties. This position would also oversee development of secondary trails throughout the city. The City also may want to consider designating these specific duties to an existing staff member.

### **Secure Trail Access**

The City should improve public access to the existing trail system. One particular case applies to the Boy Scout and Doc Holliday trails. The City should continue efforts to purchase an easement through Lookout Mountain Ranch in order to connect these two trail systems. The City should review other public accesses to determine if this is an issue in other locations.



*Figure 8-3: The river trail is a central aspect of the Trail Master Plan.*

Likewise, the City should seek to acquire an easement through the Olsen property for the popular trail that follows part of the former Atkinson Ditch and connects the Jeanne Golay Trail with the Wulfsohn trail system at Glenwood Meadows.



## **Track Usage and Levels of Service**

Develop a system to track the usage of parks (residents vs. non-residents and tourists) that the City is providing adequate park and recreation opportunities. The system could include random counts and brief intercept interviews and surveys. The information can also be used to determine future funding needs.

## **Continue to Implement the River Trailsystem Master Plan**

A coordinated effort is needed to complete trail segments and connect existing trails throughout the community. Many sections along both trail corridors are not connected and key linkages are identified but not necessarily prioritized. The City should prioritize needed trail links. Map 8.1 shows the suggested locations of future connecting trails as well as proposed locations of improved pedestrian bridges.

## **Construct Additional Pedestrian Bridges and Trail Routes**

In order to allow for a wide range of transportation choices, the City should ensure that there is an interconnected network of trails and sidewalks throughout the community. The Transportation and Mobility Chapter (Chapter 5) specifies ideal connections for bicycle and pedestrian travel. Most are travel ways constructed with new bridge crossings (at 8th Street, 14th Street, Devereux Road, South Bridge). The City should construct an additional pedestrian/bicycle trail bridge spanning the Colorado River, Interstate 70 and the railroad tracks in the vicinity of West Glenwood (see Map 8.1). All of these recommended crossings are to be tied into the existing trail system. Other opportunities to expand the trail system include constructing routes within Glenwood Meadows, and providing connections to trail network outside of that development.

## **Continue Improvements to the Whitewater Park**

The City should continue to improve, and maintain, the area around the Whitewater Park. One identified issue is the amount of parking. Consideration should be made regarding how to accommodate parking while respecting the river corridor. This Plan recommends that if any additional improvements are made to the park, the City should make equal efforts to enhance the river habitat.

## **Enhance and Promote World-class Fishing**

The City of Glenwood Springs holds easements along the Roaring Fork and Colorado Rivers for fishing access. The City should promote these public access points by ensuring that they are appropriately signed/identified.

Additionally, because the Colorado Division of Wildlife (DOW) designated sections of the Roaring Fork River through Glenwood Springs as a "Gold Medal Water", the City should work with the DOW to maintain that designation and should work with CDOW to make sure that current and future public access points are appropriately signed/identified- on both the Colorado and Roaring Fork rivers.



### **Maintain Rafting Access to the Rivers**

The City provides boat ramps at both Two Rivers and Veltus parks. These are available for use by private rafting companies, as well as the general public. Rafting is not only a favorite past-time for the community but also a huge tourist draw. Currently there are a number of commercial rafting companies operating seasonally in Glenwood Springs from about May through September. The City should maintain the existing boat ramps and consider the creation of others.

### **Consider Outdoor Active Recreation Fields as a Component during Studies on Alternative Land Uses for the Airport**

Currently the City provides programmed and league play on two multiuse fields and five ball fields. Additionally, as needed the City programs some events on public school-owned property. There is an identified need for additional fields but Glenwood Springs is constrained by its topography: there are very few flat areas that can accommodate outdoor team sports such as soccer, soft ball baseball and lacrosse. Because there is community interest in creating a regional ball field, the City should consider outdoor recreation when studying the potential future redevelopment of the Municipal Airport. Regional ball fields should be considered as part of the mix of land uses.

### **Consider Expansions to the Community Center**

The Parks and Recreation Comprehensive Master Plan recommends conducting a feasibility study to expand the Community Center for a performing arts complex and another study to enclose the existing ice rink. Although this and other plans recommend that a performing arts complex be located in the Downtown, this feasibility study should move forward in part to determine whether or not there would be cost savings to join all of these uses into one "events center".

### **Continue to Plan for the Wulfsohn Mountain Park**

The City has been planning for a community mountain park that would be in Glenwood Meadows and accessed from Wulfsohn Road. The City should continue planning for this park.



## *Reserve for Trails Map*



## *Reserve for Trails Map*





# CHAPTER 9

## NATURAL RESOURCES

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

***“People are attracted to this region and to Glenwood Springs because of its natural setting and resources. The city’s surrounding rural setting, its river corridors, its pristine hillsides and undeveloped ridge lines are distinctive, and important community assets which must be preserved. The views of and within the city are as important as the views from the city. The city’s quality water supply should be preserved. Noise and light pollution are significant local problems which detract from the quality of the local experience and should be addressed.”***

Glenwood Springs Comprehensive Plan: A Framework for Decision-making, 1998.

### VALUES AND VISION FOR NATURAL RESOURCES

The 1998 Comprehensive Plan portrayal of the city's natural setting is as applicable today as it was twelve years ago. People continue to be attracted to this region and to Glenwood Springs because of its natural setting and resources. The local economy continues to be directly and indirectly dependent on the region's abundant natural amenities, and the city's surrounding pristine hillsides, its river corridors, and undeveloped ridgelines continue to be distinctive and important community-defining assets which must be preserved.

Issues that continue to be addressed through this planning effort:

- The surrounding rural setting is fast disappearing especially in the Roaring Fork Valley.
- Light pollution remains an issue among many residents.
- The Roaring Fork River may be impacted in the future by development of a transportation corridor.



*Figure 9-1: Riparian habitats are important for providing wildlife with food and cover. These habitats contribute to the overall ecological health of the city and should be protected, enhanced and preserved.*



Regional planning efforts, maintaining a compact urban form, open space preservation, implementation of the River Management Plan, and directing development to where it makes sense and in a manner which minimizes the consumption of resources and reflects the realities of utility and service delivery systems will aid in preserving the valued assets and achieving the vision.

## **COMMUNITY GOALS SUPPORTED BY NATURAL RESOURCES**

- Preserve the small town character of Glenwood and maintain the livability of Glenwood Springs
- Preserve natural resources
- Maintain Glenwood's role as a regional center
- Preserve and increase the vibrancy and commercial success of the Downtown

## **POLICIES TO ENHANCE NATURAL RESOURCES**

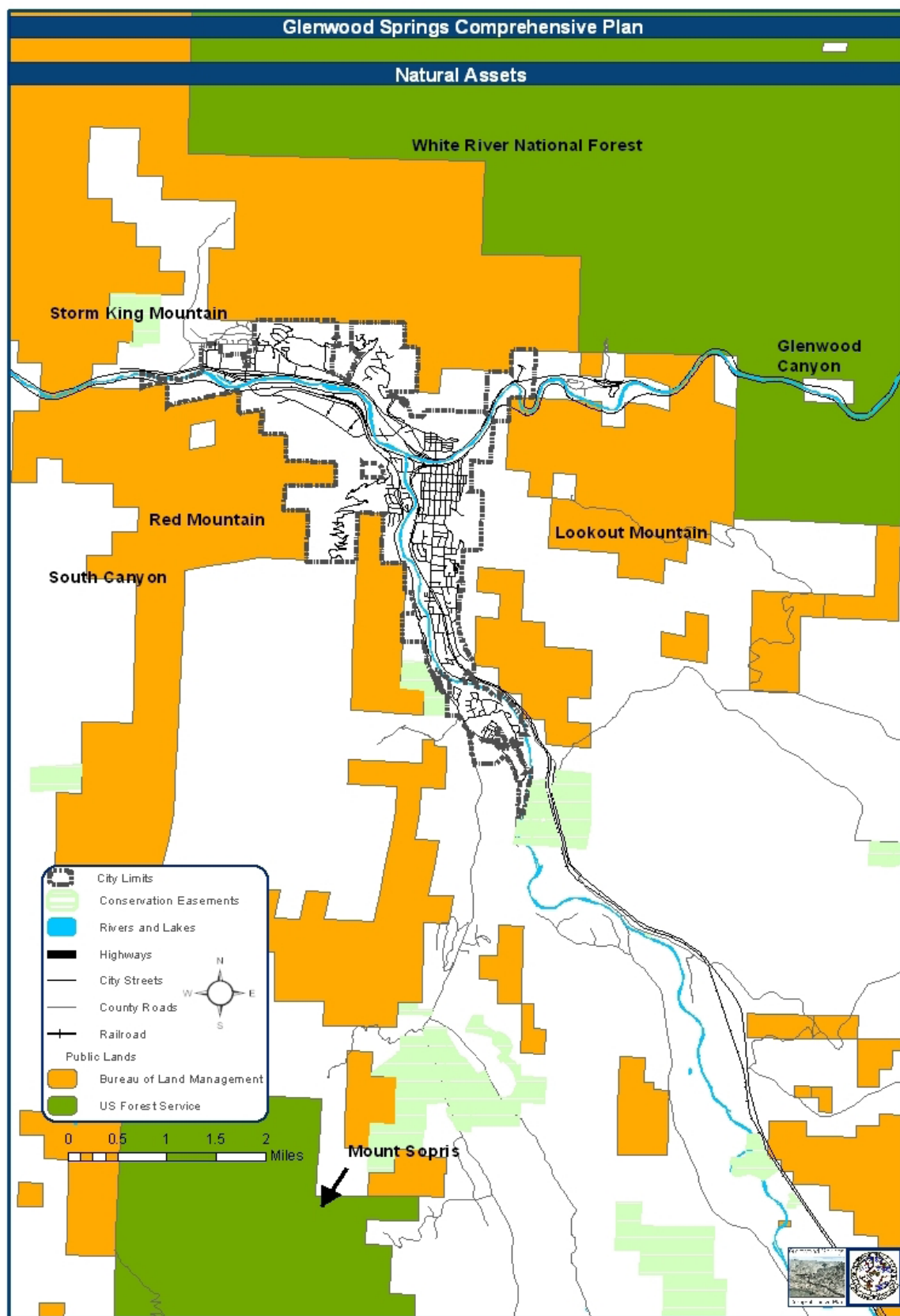
- The City should minimize waste transmitted to the environment. Water, air, noise, and light pollution should be reduced to maintain the local quality of life. Solid waste should be minimized. Greenhouse gas emissions should be reduced. Energy should be conserved.
- The visual quality of the community is an important element of the local and regional hospitality industry, as well as the local quality of life. The City should protect and enhance the visual quality of scenic vistas, rivers, steep hillsides and ridges.
- The City should provide adequate public recreation facilities within the city. Active and passive open lands must be provided to balance developed areas and to provide citizens with access to the natural environment.
- The City should continue to work with other jurisdictions, state and federal agencies, and non-profit organizations to address water issues regionally for the purpose of ensuring that there is both an adequate supply for consumption and for in-stream uses.

## **STRATEGIES AND ACTIONS TO PROMOTE NATURAL RESOURCES**

### **Continue Leadership in Protecting the Natural Setting**

The City is proud of its achievements in protecting its natural resources and is dedicated to continue existing programs that enforce and improve adopted regulations including those addressing light pollution, hillside preservation, landscaping requirements, and river stewardship. Additional considerations should include water conservation, increased recycling





Map 9.1: Natural Assets



## Chapter 9: Natural Resources

to reduce contributions to the landfill, extending the service area of the regional sewer treatment plant to remove septic discharge into the groundwater, and increased efforts to maintain high water quality in rivers and streams (such as the use of only biodegradable products on golf courses and parks as well as all City-managed landscaping).

## **Preserve and Enhance the River Corridor Environment**

Attractive, accessible and healthy riparian areas are highly visible assets and prized by the citizens of Glenwood Springs. A key concept of the Comprehensive Plan is to expand and improve the greenways along the rivers through town (noted with dark green on the Future Land Use Map). Development that reduces the continuity of the habitat, the hydrologic function, or the visual quality of the river corridor should be discouraged. The expansion of trail corridors, parks and river access points are encouraged. Any development adjacent to the river corridor should also preserve public access to and along the river edge and assist in the restoration of damaged riparian areas.

Land use planning and development should include a “watershed perspective” whenever possible. Include the Roaring Fork Conservancy as a referral agent for land use and zoning changes proposed on property adjacent to the rivers. With a “watershed perspective,” the land use approval may consider potential and cumulative impacts on stream flows from the point of withdrawal upstream to the point of release downstream. Development that is within the City’s watersheds and that is on soils that are “poor” for septic systems should be discouraged.

## **Support Efforts to Protect the Roaring Fork River and Colorado River Systems.**

### ***Assist in Public Outreach and Education of Laws, Regulations and Policies Influencing Water Use***

The State of the Roaring Fork Watershed Report 2008 summarizes the most important federal and state laws, regulations and policies influencing water use in the Roaring Fork Watershed. Although the programs and structural projects implementing these laws, regulations and policies tend to be complex, a level of understanding is important for the community to be able to knowledgeably engage in water management planning. Enhancing media coverage of federal and state initiatives affecting the Roaring Fork and Colorado watersheds helps improve public education and outreach on the issues so the community is better prepared to influence their outcome. The City should contribute to the cause by regularly broadcasting educational presentations on these water policies/programs. The City should consistently review and take positions on federal and state water policies/programs affecting management of local rivers and streams.

### ***Participate in the Colorado Basin Roundtable and other Regional Watershed Programs.***

To help break-down institutional barriers across the watershed and to improve communication about water availability/sustainability as well as addressing options for meeting future water needs, the City should continue to participate in the Colorado Basin Roundtable, the Roaring Fork/Colorado Watershed Collaborative, and the Middle Colorado River Watershed Partnership.

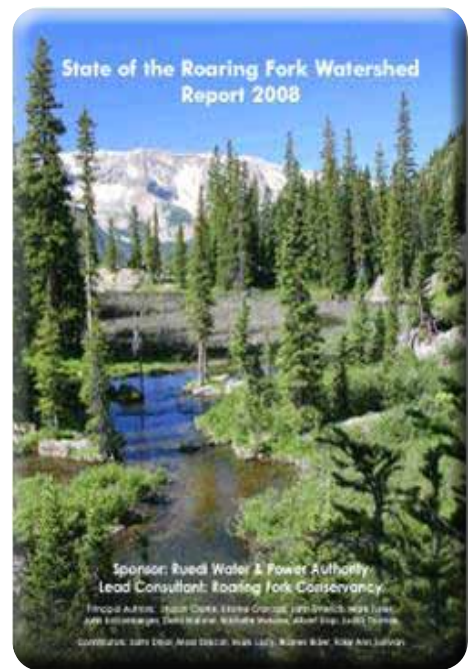


### ***Participate in Regional Planning Efforts***

The City should participate with other regional entities, such as the Bureau of Land Management (BLM), the US Forest Service, Garfield County, and other municipalities, regarding natural resource issues that reach beyond the city limits. Activities occurring on federal land, such as timber operations and livestock grazing, can have a direct impact on the quality of the City's water. It is imperative that the City continue to work with the BLM and US Forest Service to ensure that permitted operations do not negatively impact the City's water service.

The BLM is currently updating its Resource Management Plan for the greater Glenwood Springs area. The City should participate in the planning efforts to ensure that permitted uses, allowed operations, and lands identified for disposal do not negatively impact valued resources around the city.

The City also should partner with Garfield County to address water quality issues, such as impacts from leach fields, in those areas that may attract growth (e.g. No Name , Four Mile Creek drainage, the area south of the city limits along SH 82).



*Figure 9-2: The Roaring Fork Conservancy is an advocate for water quality and riparian health in the Roaring Fork Valley.*

### **Increase Access to the Rivers**

The City will continue to maintain and increase access to the Roaring Fork and Colorado rivers through completion of the river trail and through City-owned property adjacent to the river. Public access to the river will be required with any plan designs for an alternative route for SH 82 or any other development on City-owned land.

Additionally, the City of Glenwood Springs holds easements along the Roaring Fork and Colorado Rivers for fishing access. The City should continue to obtain access easements as opportunities arise.

### **Establish Water Conservation Programs**

The rivers contribute to the local economy. Rafting, fishing and kayaking attract visitors to the area and also provide recreation for local residents. To retain this element of the local economy, it is in the best interest of the City to support in-stream water levels and water conservation. The City has established a water conservation program, including landscaping and irrigation guidelines. The City will continue to design and implement existing programs, offer incentives for community compliance, improve efficiency of systems, and educate the community on water efficiency practices.



## Direct Growth Inward

The City can increase its sustainability and reduce its impact on the environment through land use and development choices that direct growth inward. Having compact, transit-oriented development, expanding transit opportunities, and providing safe pedestrian and bicycle routes will reduce the dependence on the automobile. Providing in-town housing opportunities will reduce the need for commuting. In addition, the City should consider developing an open space preservation strategy to preserve open lands within and around the perimeter of the Urban Growth Boundary.



*Figure 8-4: There are ways to adjust the community's behavior that will therefore address the behavior of resident wildlife.*

## Minimize Human / Wildlife Conflicts

The City should partner with the Colorado Division of Wildlife, Forest Service, BLM and other regional agencies to educate the community on how to minimize human / wildlife conflicts. One particular issue is the attraction of wildlife, particularly bears, to trash and waste. The City should continue to enforce its trash ordinance that requires that dumpsters, including grease dumpsters, be wildlife resistant.

## Reduce Light Pollution

Residents of Glenwood Springs value the ability to view the stars against a dark sky. The City should continue to enforce its adopted Exterior Lighting Standards to decrease light pollution which in turn would increase energy efficiency.





## CULTURAL RESOURCES AND THE ARTS

### THE GLENWOOD SPRINGS VISION STATEMENT

*The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources by implementing a proactive plan to achieve directed and balanced development, social and economic diversity and address its present and future transportation needs.*

***“The culture of a community is reflected in its built environment, both private and public, Historic resources are regularly destroyed without thinking of their cultural value. Civic art is a lost form. Quality public places are no longer being provided by local government in sufficient quantity to provide balance to ordinary development...”***

Glenwood Springs Comprehensive Plan: A Framework for Decision-making, 1998.

### VALUES AND VISION FOR CULTURAL RESOURCES AND THE ARTS

The community takes pride in its history and recognizes it as a component of the city's small town character. Part of that character is defined by the city's history and its unique buildings, and enhanced by its varied arts and cultural programs. Often intangible, these are the elements that help to enhance the quality of life enjoyed by Glenwood Springs' residents and visitors.

#### Cultural Organizations, Facilities, Programs and Activities

##### ***Frontier Historical Society and Museum***

The Frontier Historical Society, Inc. is a non-profit organization that was created in 1964 for the purpose of collecting and preserving artifacts and materials relating to the history of Glenwood Springs and to Garfield County. The museum makes these materials available for research and interpretation through temporary and permanent exhibits at the museum, off-site exhibits, publications and educational programs. Although the Frontier Historical Society and Museum is an independent non-profit corporation, its director is a full time employee of the City of Glenwood Springs.



*Figure 10-1: Glenwood Springs has a rich heritage. The history is reflected in the numerous historic buildings such as the Hot Springs Pool Bathhouse.*



### ***Glenwood Springs Arts Council / Glenwood Center for the Arts***

The Glenwood Springs Arts Council is a non-profit organization whose mission is to promote the awareness of, access to, and appreciation for the arts for area residents and visitors. Located in the historic hydro-electric plant building on the north side of the Colorado River, the Arts Council maintains a gallery for revolving exhibits, and provides an array of programs and classes in the visual and performing arts. Like the Frontier Museum, the Arts Council director is an employee of the City of Glenwood Springs.

### ***ArtShare***

Formerly, the Center for Excellence in the Arts, ArtShare was established in 1996 as one of Colorado Mountain College's community outreach programs. ArtShare develops partnerships with art organizations and artists within their campus system communities. In Glenwood Springs, ArtShare develops and displays visual art exhibits at the college's gallery in Downtown Glenwood Springs.

### ***Glenwood Railroad Museum***

Affiliated with the Western Colorado Chapter of the National Railway Historical Society, the Glenwood Railroad Museum is a non-profit corporation that has been in operation since 2003. It is located in the east wing of the historic Glenwood Springs Railroad Station. The mission of this museum is to obtain and display artifacts, memorabilia, books, documents and photographs relating to the seven past and present railroads operating in the Roaring Fork Valley, with primary focus on the Colorado Midland and the Denver Rio Grande Western railroads. The collection includes railroad artifacts, photographs and books.

### ***Garfield County Library - Glenwood Springs Branch***

Glenwood Springs became a branch of the Garfield County library system in 1969 and is currently located in a single story building the Downtown area, on land that is owned by the City of Glenwood Springs. The Library Board is working with the City of Glenwood Springs to identify a viable location for a new 15,000- to 18,000- square foot library building. The new building is slated for completion by 2015.

### ***Performing Arts Theater***

A 2007 study, funded by the City of Glenwood Springs, determined that there existed in the community a demand for a performing arts theater for affordable, locally produced programming and some touring productions. The study went on to suggest that based on the demand, the community could support a performing arts complex. In 2010, the City Council appointed a Theater Task Force for the Performing Arts/Events Center. Among other duties, the task force was charged with the responsibility of assessing the feasibility of building and operating a performing arts and/or events on the Community Center site.



## ***Symphony in the Valley***

Symphony in the Valley is a non-profit community orchestra serving Garfield, Eagle and Pitkin Counties. The orchestra was first organized in 1993 with the mission to provide a performance group for local musicians, offer live classical music to local audiences, and foster and encourage young people to study music. Throughout the year, the Symphony in the Valley performs at locations from Parachute to Aspen. In Glenwood Springs, performances are held in the Glenwood Springs High School Auditorium with a special outdoor Fourth of July concert in Two Rivers Park.

## ***Historic Preservation***

The city's collection of historic buildings, sites and objects represent tangible links with its past and gives the city its unique character. In 1999, the City Council adopted an historic preservation ordinance establishing a historic preservation commission for the purpose of protecting, preserving the city's historic and cultural heritage. In 2001, the City Council adopted Downtown Design Standards in order to ensure that new development respected the historic development pattern and special character of Downtown buildings. Then, in 2009, the City Council adopted the Citywide Historic Preservation Plan that outlined the role that historic preservation should play in the network of community planning, economic development, culture, and heritage tourism; and established a series of recommended goals and actions in order to protect and promote the buildings, sites and objects that collectively make up the city's unique historical character.

Although the city has numerous historical assets, currently there are only eight buildings or structures that are officially listed in the Colorado State and/or National Registers of Historic Places, and six buildings and sites that are recognized as Local Landmarks.

### **Key Objectives for Preserving and Promoting Cultural Resources and the Arts**

Key objectives for preserving and promoting cultural resources and the arts include:

- Understanding, honoring and enhancing the historic settlement patterns of the area
- Supporting efforts to strengthen regional, community and neighborhood planning, events and organizations
- Respecting historical structures and encouraging their restoration
- Encouraging continued appreciation for the visual and performing arts
- Continuing to support efforts to preserve and recognize the city's rich history



*Figure 10-2: Buildings such as the Citizen's National Bank are an important piece of the community's culture and character. Demolition of structures that are historically and / or architecturally significant should be discouraged.*



- Continuing to promote economic development through heritage tourism
- Continuing to promote festivals and special events that add vitality and enhance the character of the community.

## **COMMUNITY GOALS SUPPORTED BY CULTURAL RESOURCES AND THE ARTS**

- Maintain Glenwood's role as a regional center
- Preserve the small town character of Glenwood and maintain the livability of Glenwood Springs
- Preserve and increase the vibrancy and commercial success of the Downtown
- Preserve cultural resources

## **POLICIES TO ENHANCE CULTURAL RESOURCES AND THE ARTS**

- The City should continue to encourage the preservation of historic resources through implementing the Citywide Historic Preservation Plan.
- The City should continue to invest in local cultural resources and the arts.
- The City should promote and encourage community-wide events that celebrate Glenwood's history, community spirit and local culture. Public events are important to unite a community. They also attract tourists and build regional identity. Potential events could include a kayak tournament, rafting festivals, and / or bicycle races.
- The City should support the historic Downtown as its center of cultural, arts and hospitality activities.
- The City should protect the regional historic development pattern. The preferred regional development pattern has been expressed by many citizens as clearly-defined, compact cities set within the incomparable rural landscape of the Western Slope. This guiding principle, if adopted by all local governments, will help preserve the culture of the region.

## **STRATEGIES AND ACTIONS FOR PROMOTING CULTURAL RESOURCES AND THE ARTS**

### **Implement the Citywide Historic Preservation Plan**

The City adopted the Citywide Historic Preservation Plan in 2009. To assist the implementation of the Citywide Historic Preservation Plan, the City should continue to build awareness, to expand consensus, to coordinate advocacy groups, and to broaden support. The City should also continue to recognize historic buildings and districts through landmarking programs, and to celebrate individual efforts in preserving and restoring historic buildings.



### **Create an Incentive Program to Deter the Demolition of Structures that are Historically and/or Architecturally Significant**

The City should create an incentive program to deter the demolition of structures that are historic or have architectural significance. Incentives can include property tax relief or funding assistance for rehabilitation.

### **Expand the Existing Downtown Design Standards to Address the Construction of Additional Stories in order to Retain the Historical and/or Architectural Character of Buildings Fronting Grand Avenue**

The intent of the existing Downtown Design Standards is to improve the overall quality of infill and redevelopment and to ensure that new construction is compatible with the historic character of the Downtown. New buildings, as well as additions to existing buildings, can be distinctive, designed to reflect the unique local character of Glenwood Springs and constructed to last for generations. Simple, feature-less box-like structures do not have a place among the 19th and early 20th century buildings in the Downtown. New commercial buildings such as 209 8th Street, 701 Grand Avenue, and 909 Colorado Avenue are good examples of ways in which new construction can be designed with an eye to the past, reflecting the architectural styles of the past.

Other sections of this Comprehensive Plan encourage housing to be developed above the existing buildings along Grand Avenue. To protect further the historic and architectural character of buildings along Grand Avenue, the Downtown Standards should be amended to allow additional stories but require that the new construction be stepped-back from the existing building face. The intent is to visually preserve the two-story character of Grand Avenue while promoting the construction of additional housing in the Downtown.

### **Protect the Cardiff Coke Ovens during the Planning and Construction of the South Bridge and / or other Roads in the Area**

Located at the south end of the city limits, the Cardiff Coke Ovens are significant for their association with the railroading and mining history of the lower Roaring Fork Valley. A portion of the ovens that are located on land owned by the Frontier Historical Society, were listed in the National Register of Historic Places in 1996.

Currently there are plans to construct a southern bridge over the Roaring Fork River in the general vicinity of the Cardiff Coke Ovens. Plans for new roads in the area shall take into consideration and mitigate any impacts that the bridge or connecting roadways have on this historically significant resource. Further, any roadway improvements should include a connection to



*Figure 10-3: Public art was a longtime dream for many residents that is now being realized through programs such as the Two Rivers Art Project, a collaborative effort by the Glenwood Springs Arts Council, the City and the Glenwood Springs Chamber Resort Association.*





the ovens so that visitors can access and learn about this site. Additionally, a number of the ovens are currently located on privately owned, vacant property. If and when this property is developed, the City should consider acquisition in order to protect and preserve the ovens for future generations.

### **Support and Expand Public Arts and Cultural Programs**

The City should continue to work with the Glenwood Springs Arts Council and Chamber of Commerce to promote the Two Rivers art program that places sculpture in prominent outdoor public places throughout the city.

The City should continue to support the Frontier Historical Society and the Center for the Arts by maintaining the executive directors as full time City of Glenwood Springs employees.

The City should continue to support, increase the visibility of, and promote the work of, local non-profit cultural groups. The Frontier Historical Society and the Center for the Arts, independently of one another, are considering expanding into a location that would provide additional exhibit and display space. The City should work with both organizations to explore potential locations within the Downtown. Possible locations include the existing Garfield Branch library building, and the Federal Building (currently occupied by the US Forest Service), should the opportunity arise.

### **Continue Planning for a Performing Arts Center**

The City should continue to plan for and encourage the development of a performing arts center - especially where there is adequate parking and pedestrian connections. The center's site should be within the Downtown so that it can be near other complimentary and synergistic businesses and in turn help bring more vitality to the Downtown. The plans for the Confluence Area included reference to a performing arts center as one potential land use within a redeveloped mixed-use neighborhood. Conversion of an existing building may be considered in addition to new development. An alternative site may be adjacent to the Community Center making it a part of an "events center".

### **Develop an Arts Master Plan**

The creation of an Arts Master Plan was included as a direction of the 1998 Comprehensive Plan and continues to be a recommended task for the City to undertake. The Arts Master Plan can be an umbrella document that helps expand the arts program, further coordinates local interest groups and events, and identifies additional funding needed.



*Figure 10-4: The Cardiff Coke Ovens provide a reminder of past coal-mining in the area. The ovens should be protected from negative impacts of development.*





### **Plan for Civic Spaces: Parks, Promenades, Plazas**

The City should continue to provide attractive public spaces that can be used for public gatherings including visual and performing art events. Improvements to existing parks and recreation facilities play a role. Development can be encouraged to provide public spaces as well. Public spaces provide a location for the community to socialize and build bonds – a small town tradition and part of the culture of Glenwood Springs.

### **Work Regionally to Protect Cultural Assets**

This region has a rich history. The City of Glenwood Springs should consider partnering with Garfield County, other municipalities, and state and federal agencies in order to protect and promote the region's rich architectural, archaeological and cultural assets, thereby adding to the region's tourist attractions.





# APPENDIX 1

## COMMUNITY SETTING AND PROFILE

Appendix 1 provides the background information on the community including population and demographic data.

### COMMUNITY SETTING

Located 180 miles west of Denver on Colorado's western slope of the Rocky Mountains, the city of Glenwood Springs is a growing community of 9,000 people (source: State Demographer, July 2008). Incorporated in 1885 and consisting of 4.8 square miles, the city sits at the confluence of the Roaring Fork and Colorado rivers at an elevation of 5,763 feet and is immediately surrounded by steep-sided mountains that rise to an elevation of over 8,400 feet.

Throughout its history Glenwood Springs has been known for its medicinal hot sulfur springs that continue even today to draw tourists from around the world. In addition, Glenwood Springs is a commercial center for the region. Its location at the intersection of Interstate 70 and State Highway 82, makes it a convenient location for larger businesses that cater to the communities of the Colorado River Valley (Parachute, Rifle, Silt, New Castle) as well as the resorts (Aspen, Snowmass) and resort-related communities of the Roaring Fork Valley (Carbondale, Basalt, El Jebel). It is also the seat of Garfield County, home to a regional medical center, and supports a campus of Colorado Mountain College.

Finally, Glenwood Springs is a long-standing community in its own right—with a rich historical legacy and a population of year-round residents. Because tourists and residents alike value Glenwood Springs for its scenic beauty and its quality of life, the community and its elected officials are presented with the challenge of how to preserve and maintain these cherished attributes in the face of increasing commercial and residential development pressures.

### COMMUNITY PROFILE

#### POPULATION

The community profile presents the demographic conditions and trends relevant to the comprehensive plan update. The profile makes use of an array of demographic and economic data, including data sourced from the Colorado State Demography Office, the U.S. Census Bureau, the Colorado Department of Labor and Employment, the Colorado Department of Education, the Garfield County Assessor and the Glenwood Springs Budget. The data represented in this report was the most current data available when the analysis was conducted in May 2009. To read the full report, please visit the Glenwood Springs Community Development Department. Figure A1-1 displays the historic population counts.

Garfield County experienced significant growth beginning in the 1970s. Figure A1-2 compares the population estimates since the 2000 Census for Glenwood Springs, Garfield County, other municipalities and the unincorporated regions of the county. This shows that Glenwood Springs' population increase has been much smaller than the other municipalities in the county. This is further illustrated in Figure A1-3, which shows that since 1990, Glenwood Springs' share of Garfield County population has decreased from 22% to 16% while the proportionate share, collectively, of the other municipalities has increased from 35% to approximately 43%. The proportionate share of population in the unincorporated area of the county has declined slightly from 45% to 42%. These trends are most likely due to the city's geographic constraints to development, increased housing prices in Glenwood, and the development of the extraction industry in the development of the extraction industry in the western portions of the county which has



*Appendix 1: Community Setting and Profile*

| <b>Census Year</b>    | <b>Garfield County</b> | <b>Population Growth</b> | <b>Glenwood Springs</b> | <b>Population Growth</b> |
|-----------------------|------------------------|--------------------------|-------------------------|--------------------------|
| 1890                  | 4,478                  | N/A                      | 920                     | N/A                      |
| 1900                  | 5,835                  | 30%                      | 1,350                   | 47%                      |
| 1910                  | 10,144                 | 74%                      | 2,019                   | 50%                      |
| 1920                  | 9,304                  | -8%                      | 2,073                   | 3%                       |
| 1930                  | 9,975                  | 7%                       | 1,825                   | -12%                     |
| 1940                  | 10,560                 | 6%                       | 2,253                   | 23%                      |
| 1950                  | 11,625                 | 10%                      | 2,412                   | 7%                       |
| 1960                  | 12,017                 | 3%                       | 3,637                   | 51%                      |
| 1970                  | 14,821                 | 23%                      | 4,106                   | 13%                      |
| 1980                  | 22,514                 | 52%                      | 4,637                   | 13%                      |
| 1990                  | 29,974                 | 33%                      | 6,561                   | 41%                      |
| 2000                  | 43,791                 | 46%                      | 7,736                   | 18%                      |
| * Source: U.S. Census |                        |                          |                         |                          |

Figure A1-1: 1890-2000 Census Population Counts for Garfield County and Glenwood Springs

| <b>Census Year</b>                   | <b>Glenwood Springs</b> | <b>Garfield County</b> | <b>Unincorporated Areas</b> | <b>Other County Municipalities</b> |
|--------------------------------------|-------------------------|------------------------|-----------------------------|------------------------------------|
| 2000                                 | 7,736                   | 43,791                 | 19,345                      | 16,710                             |
| 2001                                 | 8,135                   | 46,172                 | 20,011                      | 18,026                             |
| 2002                                 | 8,269                   | 47,259                 | 20,208                      | 18,782                             |
| 2003                                 | 8,388                   | 48,290                 | 20,481                      | 19,421                             |
| 2004                                 | 8,505                   | 49,254                 | 20,779                      | 19,970                             |
| 2005                                 | 8,601                   | 50,663                 | 21,240                      | 20,822                             |
| 2006                                 | 8,729                   | 52,969                 | 22,101                      | 22,139                             |
| 2007                                 | 8,887                   | 55,063                 | 22,925                      | 23,251                             |
| * Source: CO State Demography Office |                         |                        |                             |                                    |

Figure A1-2: 2000-2007 Population Estimates (2007 CO State Demography Office -As of this writing 2007 estimates are the most currently available from the Colorado State Demography Office)

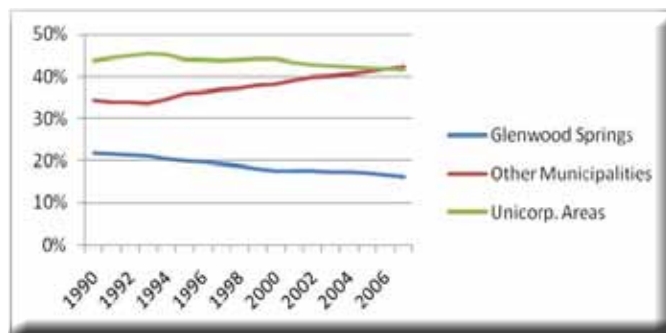


Figure A1-3: Portion of Garfield County Population by Area 1990-2007 (source: CO State Demography Office)



attracted additional growth in western Garfield County. . If this trend remains static only 9.8% of the Garfield County population will live in Glenwood Springs in 2035.

With regard to future population growth, two projections are presented in the following graph. The first (% change) is based on the county-level forecasts prepared by the Colorado State Demography Office (SDO). The majority of changes to the population of Glenwood Springs are expected to be a function of net migration through 2025, after which natural increases are expected to account for an equivalent amount of the marginal increase.

The second projection (Average Annual Growth Rate) applies the average annual rate of 1.92% to the 2007 DOLA estimated population and carried through 2035. Both projections return relatively similar results with the 2035 population of 14,200 to 15,130 (only a 5.2% difference).

## Housing Units

In 2007, a detailed SDO study estimated that there were a total of 3,819 housing units in Glenwood Springs. This number is not estimated to have changed significantly by 2009. Of the 3,819 total units, 3,700 are estimated to be occupied and 119 to be vacant. Thus, the city has a very low vacancy rate of 3.1% (see Figure A1-5); in contrast to the county and state that have vacancy rates of 4.6% and 12.4 % respectively.

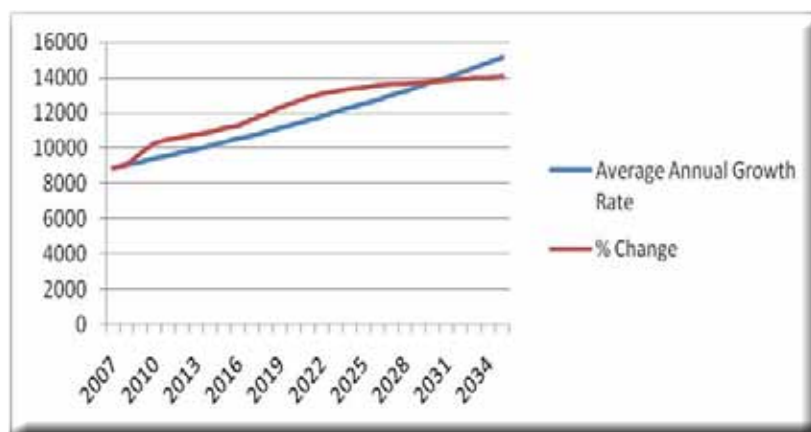


Figure A1-4: Glenwood Springs Population Projection 2007-2035 (source: U.S. Census/ State Demography Office/ RPI Calculations)

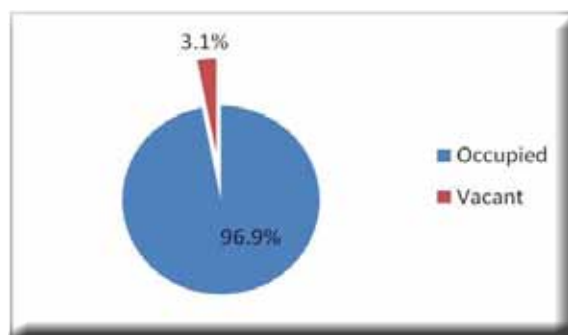


Figure A1-5: Glenwood Springs Housing Unit Occupancy (source: State Demography Office, 2007)



Approximately 55.3% of housing units in Glenwood Springs are either single family attached or detached units (see Figure A1-6) 36.8% of the housing stock is multi-family homes and the remaining 7.8% are mobile homes or other types of housing units. The housing unit type ratio, applied to the 2007 SDO estimate, provides a count of 2,114 single family homes, 1,405 multifamily homes, and 300 mobile home or other units within the city's boundaries (see Figure A1-7).

Glenwood Springs has a relatively low rate (55.6%; see Figure A1-8) of owner-occupied units, the county's owner-occupancy rate is 65.2%, while the state has a rate of 67.3%. Again, this extrapolation assumes that the ratio present in 2000 did not significantly change through 2007. Low ownership rates are characteristic for resort communities because of high housing costs, significant numbers of second homes, and a relatively transient population. For example the ownership rates in Breckenridge and Aspen are 31.4% and 51.5% respectively.

In 2000 the median household income (see Figure A1-9) for Glenwood Springs was \$43,934, approximately 7% lower than the median household income for the county as a whole and lower than the state median household income of \$54,336. Assuming that since 2000 household incomes in every part of the county have risen 35.3% (Glenwood Springs Demographic

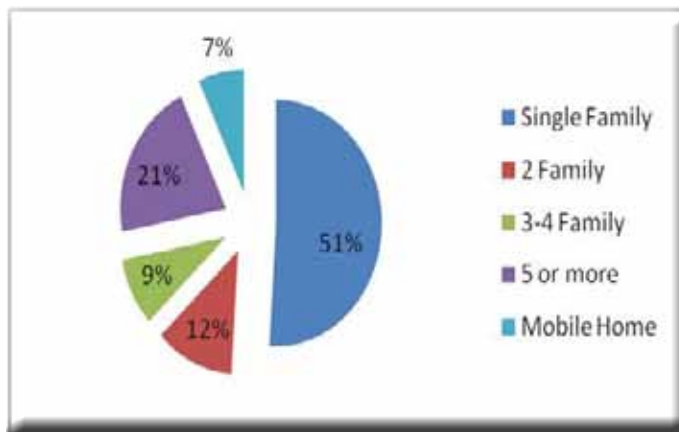


Figure A1-6: Glenwood Springs Housing Units by Type Ratio (source: US Census, 2000)

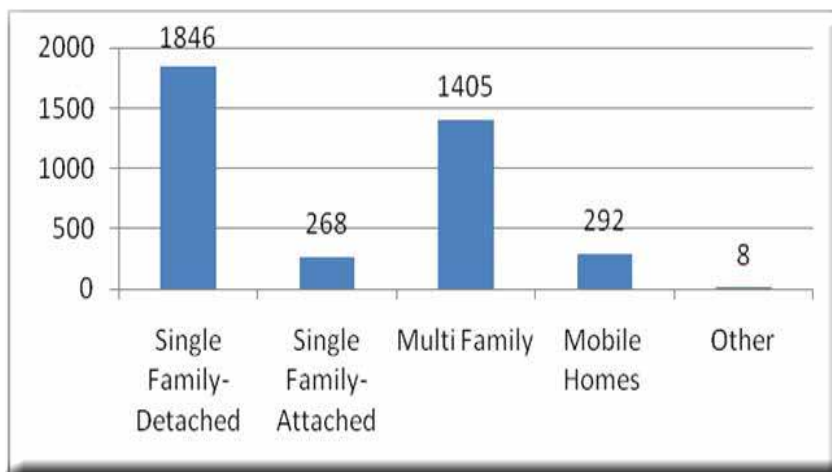


Figure A1-7: Housing Units by Type Counts (2007 Extrapolation) (source: RPI calculations)





and Economic Analysis, 2009, RPI Consulting), the 2007 median household income for Glenwood Springs totals \$59,447. The comparatively lower median household income combined with the high cost of housing increases the difficulty for homeownership for residents.

## COMMUTING TIMES

In 2000 the mean commute time for residents of Glenwood Springs was 20.7 minutes, if we assume that the 6.9% decrease in commuting time held for city residents the 2007 commute time is estimated at 19.3 minutes. It is typical that commute times within a municipality are shorter than those of the County as a whole because commercial development is typically centered in municipalities. Furthermore the decrease in commute times is likely due to increased employment development in proximity to the employment centers throughout the county.

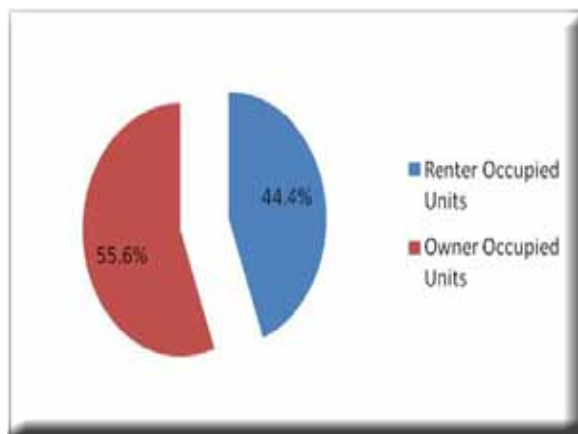


Figure A1-8:Glenwood Springs Occupied Housing Units by Ownership (source: US Census, 2000)

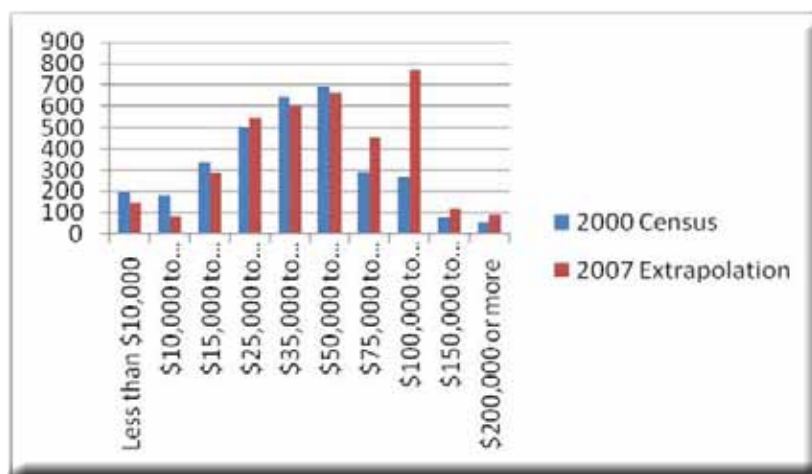


Figure A1-9: Glenwood Springs Household Income; the left axis indicates number of people (source: U.S. Census Bureau 2000; SDO 2007; RPI Calculations, 2009)





## APPENDIX 2

# COMPREHENSIVE PLAN UPDATE PUBLIC OUTREACH

This appendix provides an outline of the public outreach efforts conducted during the 2010 plan update.

### COMPREHENSIVE PLAN PROCESS PUBLIC OUTREACH EFFORTS

A key element of the comprehensive plan process is public participation. Public involvement is critical to the success of this planning effort and the long-term implementation of the plan. In the end, the goal is to build consensus from an informed public that will outweigh objections from vocal special interests that do not represent the broad community. The following is an outline of the public outreach efforts.

### PROCESS UPDATES

#### WEBSITE

The project website – [www.glenwoodspringscompplan.com](http://www.glenwoodspringscompplan.com) - and Facebook page – “Glenwood Springs Comprehensive Plan” - were created upon initial onset of the project. Process updates to Facebook and the project website were continuous through the entire process. Results of stakeholder interviews, chip game exercises, key pad polling and other information could be found at the site.

#### FLYERS

Flyers were prepared and displayed prior to every public meeting. Periodic emails announcing public meetings were sent to all who left an email on a sign-in sheet or requested the service. Post cards were sent to city residents and other community members to initially inform them of the process and the various ways to participate at the onset of the project (May 2009).

#### POST INDEPENDENT

Media coordination with *Glenwood Springs Post Independent* occurred during the process. Press releases were sent to the *Post Independent* prior to each public meeting and announcements were placed in the newspaper prior to each public meeting. One such announcement was a full insert describing alternative scenarios for the community's future.

### INTERVIEWS

#### STAKEHOLDER INTERVIEWS

At the onset of the process (May 2009), the consultant team conducted stakeholder / focus group interviews with business leaders, emergency services, local home builders, and key property owners, etc. The stakeholder / focus group interviews assessed issues, concerns, existing plans, community needs, and health of public services. Eight sessions were grouped by area of interest (e.g. Non-profit groups, environmental interests, transportation interests, development groups, etc.). Several additional



parties (some who could not attend the group discussions and some by request) were contacted by phone to discuss community issues. Stakeholder interview meetings were conducted and approximately 50 community members and representatives from local agencies participated.

## **INTERVIEWS WITH DEPARTMENT REPRESENTATIVES**

Along with the stakeholder interviews, the consultant team discussed local issues and identified needs of the various City Departments. Approximately 30 employees participated.

## **HISPANIC POPULATION OUTREACH**

The City wanted to specifically target the Hispanic population in the area. Ignacio Correa-Ortiz, a member of the consultant team, attended cultural functions where he conducted vision/value dialogues and identified key members of the community. An advertisement for the comprehensive plan process was placed in *La Union* prior to the first round of public meetings (May 2009). A Letter to the Editor of *La Union* was also sent along with the announcement.

## **STEERING COMMITTEE & KITCHEN TABLE EXERCISE**

The Comprehensive Plan Steering Committee consisted of 13 citizen representatives of existing city boards and commissions plus 2 representatives from City Council. The members were selected to represent the various interests and vantage points of city residents. The purpose of the Steering Committee was to guide the direction of the plan and aid in the development of specific goals and policies. One specific exercise that the Steering Committee was the "kitchen table" exercise where members discussed community issues with neighbors in an informal setting then reported the issues and comments heard back to the group.

## **LOCAL ACCESS CHANNEL 12 SEGMENT**

Segments featuring the City Council, a Planning and Zoning Commission member, city staff and the lead consultant were recorded and aired on Channel 12. The first segment explained what a comprehensive plan was; the need for the comprehensive plan update; and what the overall process would be.

## **PUBLIC MEETING #1**

The first public meeting was held on June 9, 2009 at the Community Center. The meeting focused on community values. The participants played the "chip game" and communicated how they would like to see the city evolve in the future. Approximately 70 community members participated. The consultants applied the top issues of concern to build on at the subsequent public meetings and presented the different ideas pulled chip game as alternative scenarios for the city's future. Top community values included retaining pedestrian-friendly community and a small town character; top community issues included congestion on SH 82 (especially through the Downtown) and housing opportunities.

## **WEB SURVEY ON COMMUNITY VALUES**

A non-statistically-valid web survey was posted after the first public meeting so that interested parties could submit comments and provide feedback on community issues. Forty-seven surveys were submitted. The results of the web survey reflected the



results seen at public meeting #1. Though there was not a clear direction for the future of the SH 82 alignment at the first public meeting or through the survey, the overall preference found in the survey (an alternative highway along the east side of the Roaring Fork River) did not match the overall preference from the public meeting (a local road along the river – which was very closely followed by a Midland Avenue option or keeping the highway on Grand Avenue.)

## **NEIGHBORHOOD MEETING SERIES #1 – ICE CREAM SOCIALS**

The City hosted a series of six neighborhood meetings during the month of July 2009 to inform the community about the comprehensive plan project to obtain opinions about neighborhood-specific issues. Participants completed a survey on community values and made comments on how the city should evolve. The results from these neighborhood surveys were consistent with opinions heard during the public meeting and with the online survey, though the priority for natural resource protection was slightly higher in the neighborhood survey results. Approximately 80 people participated overall.

## **FARMERS' MARKET INFORMATION BOOTH & SERVICE CLUB OUTREACH EVENT**

In August 2009, City of Glenwood Springs staff and one consultant manned a booth at the Tuesday Farmers Market. They provided approximately 50 people with information about the Comprehensive Plan, answered questions, and gathered opinions through written survey and a mapping exercise.

In November 2009, City of Glenwood Springs staff attended a service club meeting to discuss the comprehensive plan process and to gather opinion through written survey. Approximately 15 people attended this event.

## **PUBLIC MEETING #2**

The second public meeting was held in late August, 2009 at the Community Center. The focus of the meeting was alternative futures for the city. The participants reviewed the results of public meeting #1, confirmed the big issues facing the community and weighed in on alternative scenarios based on the results of the "chip game" and comments received on how the community should evolve. Infill and redevelopment was preferred over expanding city boundaries. Participants supported some vertical and horizontal expansion of the Downtown but not a major change in mass and scale from the current development pattern. A pedestrian-friendly community was highly valued but no consensus was reached on the alternative choices for SH 82. The topic of SH 82 dominated the discussion and some participants felt frustrated that adequate time was not allocated to other topics. Approximately 77 community members attended.

## **PUBLIC MEETING #2.5**

Due to the subject of SH 82 dominating the majority of public meeting #2, public meeting #2.5 was held in November, 2009 so that other topics and community issues could be discussed. Again, the focus of the meeting was alternative futures for the city with the attempt not to focus on SH 82. The participants reviewed the alternative scenarios based on the results of the "chip game" and comments received on how the community should evolve. Generally, there was support for the redevelopment of aging commercial centers into mixed-use (residential, office, retail) centers; support for taller building in the Downtown; and some support for modest expansion of the city limits to the south. Approximately 45 community members participated.



## **NEIGHBORHOOD MEETING SERIES #2**

A second round of neighborhood meetings was held in November 2009 to further discuss the alternative scenarios with the community. Three meetings were held. Though open to anyone interested, two groups were targeted for involvement: the local merchants and the Hot Springs Pool Board. The third meeting was with a high school class so that a younger perspective could be heard. The students and the merchant group were shown a shortened version of the presentation from public meeting #2.5. The students were more supportive to retain the existing uses and development pattern in the Downtown and commercial centers than the public meeting participants or the merchant group (who responded similarly to the participants at the meeting). The students and the merchant groups supported increasing residential density near the Downtown in an attempt to add vitality to the core of the city, though both groups only supported a modest expansion of the city limits to the south. Neighborhood meeting series 2 had approximately 55 participants.

## **COMMUNITY SURVEY ON ALTERNATIVE SCENARIOS**

A community (web) survey was conducted in January 2010 to gather additional feedback on the alternative future development scenarios. Postcard invitations to participate were sent to 3,686 households. Flyers, email messages, Facebook postings and an announcement in the *Post Independent* notified the public to complete the survey. Paper copies were made available. One hundred and twenty five people participated.

## **PUBLIC MEETING #3**

Public meeting #3 was held in February 2010. The focus of the meeting was the "preferred alternative scenario" which was based on the results of all of the community and neighborhood meetings and outreach events; the surveys; and individual comments that were received throughout the year. The information was displayed on the website so that additional comment could be provided by the public that were not in attendance or who needed additional time to review the material.

## **CITY COUNCIL WORKSHOPS**

Between February and July 2010 City staff and the consultant met with City Council during four workshop sessions. The purpose of the workshops was to review the proposed goals, objectives and strategies on a number of topics.

## **PUBLIC REVIEW OF THE DRAFT PLAN**

In October 2010, the City held an open house to unveil the draft plan. Between the open house and mid-December 2010, the City accepted written comments from the public. The Community Development Department maintains a file of those comments that is available for public inspection.

## **PUBLIC HEARINGS FOR PLAN ADOPTION**

The Planning and Zoning Commission conducted six public hearings between October 2010 and February to accept comment on the draft. The City Council then reviewed the draft and collected public comment at three public hearings held during February and March 2011. The plan was adopted at the third public meeting held on March 17, 2011.





## APPENDIX 3

# COMMUNITY CHARACTER AND FORM

This appendix provides background information to Chapter 3: Community Character and Form including supplemental information on the Downtown, Confluence Area, the airport, City-owned land, parking in the Downtown, the Urban Growth Boundary and urban design principles. It also includes a list of existing plans, programs, and ordinances.

### **DOWNTOWN**

It is in the interest of the community to maintain vitality in the Downtown for economic and social reasons. In the evolving and competitive world of retailing, shoppers increasingly are drawn to an environment that provides a memorable and enjoyable experience. Providing this type of environment makes people more likely to visit, stay longer, and return more often – this is the magic equation for retail success. Create the experience and the people will return to relive it. This means strengthening the Downtown as a place where people want to be.

### **CONFLUENCE AREA**

The Confluence Area directly west of Downtown, at the confluence of the Roaring Fork and Colorado rivers, continues to be a high priority for redevelopment. A Redevelopment Strategy for the Confluence Area, adopted in 2003, proposed a future land use plan along with goals and objectives that emphasize the community's desire to expand westward into the area in order to maintain and strengthen Downtown's role as the center of the community. The overall direction of the 2003 plan is supported in this Comprehensive Plan update.

The Confluence Area currently has a variety of relatively low-intensity uses: rail facilities, a wastewater treatment plant, county maintenance yard, an elementary school, park and river corridor trail as well as various private uses, including single family residential, a funeral home, and a church. The nearby presence of the City Hall, County Justice Center, Garfield County Courthouse, parks and trails, etc., have added to the vitality of this area. The primary goal of the Redevelopment Strategy for the Confluence Area is to create a diverse, vibrant, mixed-use neighborhood that will enhance the existing Downtown neighborhood fabric, celebrate its natural surroundings, and reinforce Glenwood's small-town character.

The plan identifies future locations for single and multi-family residential, mixed-use (office, retail, residential), restaurant, and institutional uses, in addition to parking, a transit center and a City park. The strongest primary opportunities are for employment (office) and residential uses. Residential uses would occur over time, as demand increases with the completion of various anticipated public improvements (i.e. relocation of the wastewater treatment facility, enhanced access, etc.). Opportunities for additional government and/or private office uses would also occur over time. Cultural opportunities such as a performing arts facility are a possibility depending on public policy decisions and funding.

### **AVAILABLE PARKING**

The 2003 Glenwood Springs Parking Recommendation quantified parking shortages and the sources of demand influence within Downtown Glenwood Springs. The study offered particular 'parking-alternatives' that met the community's needs while mitigating parking shortages, either through transportation alternatives or enhancements to the existing parking. However, the



study acknowledged that alternatives cannot alone deal with Glenwood Springs' perceived parking shortage and must be conjoined with new parking to be successful.

The 2006 Parking Analysis identifies the existing parking supply and demand in the Downtown area and focuses on short term parking management strategies. The Downtown area contains just under 1,500 public parking spaces with just over half of these spaces occupied on a typical summer day. Public parking near the Hotel Colorado and the Hot Springs were the most occupied, but typically by employees. Strategies such as employee car pool and designated parking programs would likely allow many spaces to be open to visitors and patrons. The less occupied spaces south of the river were found on the side streets but also were considered attractive to locals and visitors due to proximity to stores on Grand Avenue. Another way to make prime parking spaces more accessible is metered parking. However, historically metered parking has not been a popular idea in Glenwood Springs.

## **CITY-OWNED LAND**

The City owns over 1,000 acres of land within its limits. Some of the land is used for administrative and service offices, parks and recreation uses. However, a significant amount is under-utilized or vacant. Many large tracts, including several along the east bank of the Roaring Fork River, were purchased in order to reserve a right-of-way alignment for an alternative route for Hwy 82. Despite this potential use, once an alignment is determined, portions of the area not used for right-of-way can be developed in a manner that provides other community benefits such as housing and parkland.

## **AIRPORT**

The City owns and operates a general aviation airport at the southern boundary of the city limits. The City owns roughly 64 acres of land, 33 acres of which are used for the airport. The remaining 31 acres are used for industrial and recreational uses, such as City equipment storage, rodeo grounds, and some City operations such as landscape waste disposal, snow storage, etc.

The Glenwood Springs Municipal Airport continues to play a vital role in the community by providing a transportation link for local and out of town businesses, public entities, and emergency and medical service. However, this Plan recognizes that the airport and its surrounding undeveloped land have the potential for being redeveloped for other uses airport operations may not many not be the highest and best land use for City property. It is also acknowledged that there are conflicts (such as noise and safety concerns) with the surrounding residential land uses.

For the near term, the City supports continued aviation operation at the airport. The facility currently provides some economic benefit to the city but airport facility expansion is constrained financially and physically so long term viability may be limited. The City also understands that once the airport is removed, the City will not be developing another airport elsewhere. In addition, currently, the infrastructure (roads, south bridge, etc) is lacking to support more intense development at the airport property and more information is necessary to determine the best use for the land.

## **URBAN GROWTH BOUNDARY, ANNEXATION & INFLUENCE AREAS**

It has long been a vision of Glenwood Springs to retain a rural setting primarily by directing growth inward, reserving the surrounding areas for rural types of land use and development.



Expansion beyond the City's existing boundary is severely limited due to the steepness of the terrain. An urban growth boundary was established in the 1990s that identified several areas with potential for urban expansion. In addition, in conjunction with pre-annexation agreements, the City has extended sewer services to several properties beyond the southern city boundary (and beyond the designated Urban Growth Boundary). Over the past 2 decades, a number of large lot residential subdivisions have been approved by Garfield County in the areas south of town. The Urban Growth Boundary has been expanded to include the most proximate parcel of land in this area, to better help shape the form and impact of future development.

Land outside city limits is under the jurisdiction of Garfield County. However, the City is allowed by state statute to plan and form a vision for land within 3 miles of its boundaries, also called its area of influence.

Northwest of Glenwood Springs the Urban Growth Boundary encompasses a major existing subdivision as well as a number of properties that are currently undeveloped (such as north of the West Glenwood Mall) or developed at low intensities (adjacent commercial properties and residential properties further west). The Urban Growth Boundary was expanded in this area but is based on parcel lines and not water service area. Low density residential land uses are designated in this area. Annexation of any parcels would be considered to accommodate mixed-use types of development and to consolidate services and infrastructure.

## URBAN DESIGN PRINCIPLES

In combination with the general land use principles outlined in this Comprehensive Plan, the existing urban design standards allow the community to achieve its goal of improving vitality and maintaining its small town character. The City currently has design standards for the Downtown, which includes portions of the commercial district on the north side of the Colorado River. It also has residential and commercial design standards for those areas outside of the Downtown. Additionally, the City has design guidelines for streetscapes within the Downtown area and portions of the commercial district along US Highway 6. These guidelines attempt to coordinate the types of street furnishings, street lights, flower planters and other objects that are placed on public sidewalks. Additional guidelines have been developed for the streetscapes.

Urban design connotes planning on a block, and subarea scale that reconciles and blends the following objectives:

- Human scale and proportion to create a sense of comfort
- The facilitation of human interaction
- Pedestrian use
- Variation within a commonality of design
- A mix of land uses
- A mix and range of housing types, household compositions and people of all ages
- Private and semi-private areas for all housing units
- The protection of natural characteristics and the environment.



## EXISTING PLANS, PROGRAMS AND ORDINANCES

### PLANS

#### *Downtown Plan*

Approved in 1998, the Downtown Plan outlines a comprehensive vision for the Downtown. Key elements of the Plan include maintaining and strengthening the core area's role as the historic center of the community; ensuring that new infill development respects the small-town scale and historic context of the central business district; preserving and enhancing the pedestrian atmosphere; creating physical and visual connections to both the Colorado and Roaring Fork rivers; reducing traffic on Grand Avenue and creating a safer pedestrian environment; easing parking issues by considering new parking lots and structures; creating a business association to promote the central business district; and encouraging the redevelopment of vacant and under-utilized parcels.

#### *A Redevelopment Strategy for the Confluence Area*

Approved in 2003, the Confluence Plan built upon general visions that were expressed in the 1998 Downtown Plan for creating a cohesive, vital neighborhood adjacent to Downtown. The Plan recommended a mixed-use redevelopment strategy and identified future locations for single and multi-family residential, commercial, and institutional uses. The plan also identified options for transportation improvements.

#### *Streetscape Manual and Addendum*

The Streetscape Manual coordinates the selection of furnishings that are placed on public sidewalks and in other public places in the Downtown area. Street furnishings include benches, flower planters, street lights, trash receptacles, ash urns, bicycle racks and other objects. The Manual's recommendations are intended to cover the Downtown district to 11th Street, and the commercial district on the north side of the Colorado River to roughly Devereux Road. However, the design recommendations in the Manual could be implemented in commercial areas throughout the city.

### ORDINANCES

#### *Hillside Preservation Overlay Zone and Hillside Preservation District*

In 2000 the City incorporated the Hillside Preservation Overlay Zone and Hillside Preservation District into its existing Zoning Code. Recognizing that the city is defined by prominent ridge lines, steep slopes, varied unstable geologic conditions, rock outcroppings and extensive vegetation, the regulations allow for a reasonable use of buildable land while addressing the public hazards of developing on excessive slopes, unstable and changing geology and soils, and within high fire hazard zones.

#### *Commercial Design Standards*

In 2008, the City adopted commercial design standards to influence the design and appearance of new and expanding commercial development. The standards provide a design framework that helps to preserve the city's small town character,



enhance the city's visual and physical qualities, minimize the visual and physical impacts of the automobile, focus on walkability by providing clear pedestrian connections, promote the use of quality materials that are in keeping with the city's character, and provide landscaping to shade parking areas and to complement building design.

### ***Downtown Design Standards***

The City adopted Downtown Design Standards in 2003 in order to protect existing historic commercial and residential buildings and to improve the overall quality of infill development. The Standards attempt to ensure that infill development is compatible with surrounding land uses, improves the overall image of Downtown and enhances Downtown's small town character.

### ***Residential Design Standards***

In 2009, the City adopted residential design standards to protect the character of Glenwood Springs' established residential neighborhoods, to promote context-sensitive infill development, to encourage a variety of housing choices for Glenwood Springs residents, and to enhance the quality, character and livability of Glenwood Springs' future neighborhoods.







## APPENDIX 4

# ECONOMIC DEVELOPMENT

Appendix 4 provides background material to support the information presented in Chapter 4: Economic Development.

### COMPONENTS OF THE GLENWOOD SPRINGS ECONOMY

The commercial sector of Glenwood Springs is relatively comprehensive and diverse. Commercial businesses range from big box stores (such as Wal-Mart, Target, and Lowe's) to small art galleries, antique stores, independent boutiques and sporting goods. A strong tourism, accommodation, and food services sector includes the Hot Springs Pool, the Glenwood Caverns, Vapor Caves, numerous hotels, restaurants and natural recreational activities (fishing, rafting). Additionally the city is home to numerous professional and technical industries such as accountants, banks, construction and engineering, and web design firms that provide valuable services to regional residents. Having a regional marketplace means that Glenwood Springs receives revenues, in the form of sales tax, from purchasers for which the City does not have to provide typical public services. Thus, Glenwood Springs residents benefit from a higher revenues, and resulting amenities and services, than other comparably-sized communities can afford.

The major job categories in Glenwood Springs are retail trade, educational services, healthcare, and accommodation and food services. In addition, Glenwood Springs also provides significant employment in service and professional industries, also typical of a regional service provider. Many of these secondary jobs are also the result of growth in oil and gas, a primary industry that has a strong impact on the overall Garfield County economy.

Between 2005 and 2009, increases in oil, gas, and mining jobs in the region produced a high growth rate in retail, professional and technical services, health and social services, and public administration<sup>13</sup>. This is a typical pattern for counties in the midst of a mining "boom."

As reported in the 2009 Glenwood Springs Comprehensive Plan Demographic and Economic Base Analysis Report 2009, the projected new jobs through 2035 are likely to be those that provide goods services to regional residents. Additional jobs will be created in the sectors of: retail, health and social services, professional and technical services, educational, public administration, and food and accommodation industries. Additionally, tourism-related jobs will be created in the retail, food and accommodation industries.

### GLENWOOD SPRINGS' ROLE AS A REGIONAL CENTER

Until recently, Glenwood Springs was the largest city in a region that included Garfield, Pitkin, Eagle, Rio Blanco, and Gunnison counties. However, in 2009 Rifle surpassed Glenwood Springs in population, and has a much larger potential growth area. As the population center of Garfield County gradually shifts westward Rifle's regional role will continue to grow and will eventually far exceed that of Glenwood Springs. However, Glenwood Springs' economy needs to continue to grow—in order to stay vibrant and to sustain the quality of life that is important to the city's residents. Even with Rifle's growth, there is a role for Glenwood Springs to continue to play: government services, tourism and resort center, healthcare center, and regional retail services for the nearby population (New Castle to Aspen).

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<sup>13</sup> 2009 Fiscal and Economic Policy Guide



## **GLENWOOD'S STRENGTHS IN THE REGION**

As part of the Comprehensive Plan, the City prepared a Fiscal and Economic Policy Guide that identified Glenwood Springs' strengths and challenges compared to other communities in the region.

### **Unrivaled Regional Center for Retail & Healthcare**

With the largest share of retail jobs and the highest retail sales per capita in the region, Glenwood Springs is the unrivaled regional center for retail. Also, with the largest and most well equipped medical facilities centered around Valley View Hospital, Glenwood Springs is also the choice for most regional residents seeking healthcare. The healthcare industry is stable and offers higher pay than most industries.

### ***County Seat / Government Center & Education Center***

Since Glenwood Springs is the county seat and has been the biggest municipality in the region for a very long time, it is also the government and education center. Government jobs generally pay well and are relatively stable. While education jobs have lower wages than public administration jobs, they serve an important role and provide steady income. Seasonal schedules are attractive to families with kids and people with active lifestyles.

### ***Well-established Professional Service Industries & a Long-standing Tourism Market***

While Glenwood Springs is not as strong as Carbondale or Eagle in the information sector, it is well established in the professional, technical, and scientific services industry. Not only is Glenwood Springs a place where people come to shop and receive healthcare, it is also a place where people go to find expertise. This is an important component of Glenwood Springs' role as a regional center.

### ***Tourism, Food Service and Accommodations***

Glenwood Springs has a mature tourist market, fueled by local amenities and easy access. While tourism jobs are notoriously low-paying, they funnel new money into the economy (by visitors), add significantly to local tax revenues, and provide a large number of jobs. The tourism market (primarily retail and food service/accommodations) accounts for nearly one-third of all the jobs in Glenwood Springs.

### ***Automobile Sales and Service***

Glenwood Springs businesses have taken good advantage of the geographic position at the crossroads of I-70 and SH 82. The robust market for automobile services and highway commercial is yet another pillar adding to the economic strength of the community.

## **GLENWOOD SPRINGS' COMMERCIAL CHALLENGES**

### **WEAK, LESS DIVERSIFIED AND LOW-PAYING BLUE COLLAR INDUSTRIES COMPARED TO GARFIELD COUNTY AND STATE**

Glenwood Springs has fewer industries compared to the region. While each community within the region serves a specific niche in the regional economy, Glenwood Springs' economy is less diversified than the region as a whole when it comes to blue collar industries.



Blue collar jobs are typically higher paying than retail and tourism/hospitality jobs, but overall not as well paying as the professional and healthcare industries. Glenwood Springs lost jobs in blue collar industries while blue collar industries in the county as a whole grew at a median rate of 8% annually between 2002-2008, not counting the oil and gas industry. (Oil and gas was omitted because those industries typically do not occur in municipal boundaries.) The state grew less rapidly than Garfield County by far, but still expanded by 1% annually.

## **LIMITED LAND FOR INDUSTRIAL / LIGHT INDUSTRIAL DEVELOPMENT IN THE CITY**

Contributing factors to the relatively weak performance in blue collar industries may be the limited amount of land that is available for light industrial or industrial uses. Another constraining factor, at least of late, has been the relatively high cost of developable land.

## **COST OF HOUSING**

Another challenge that may contribute to decline in blue collar industries is the rift between earning power and housing prices in Glenwood Springs. In 2009, it required 160% of the area median household income to purchase a median priced home in the city. Less than 1/3 of county households fall into this income bracket and therefore less than 1/3 could purchase a free market unit. In addition, 38% of renter-households were already cost-burdened by rent (not including utilities). Employers may be selecting other locations based on proximity to more affordable workforce housing.

## **ECONOMIC DEVELOPMENT ORGANIZATIONS**

### **GLENWOOD SPRINGS CHAMBER RESORT ASSOCIATION**

The Chamber of Commerce is a non-profit organization whose goal is to promote the community, to build a strong local economy, to provide networking opportunities for its members, to represent business interests, and to engage in political action. The Chamber's Tourism Board is tasked with the responsibility of promoting Glenwood Springs to attract new visitors and tourism business to the city. The Tourism Board receives 80% of the city's 2.5% accommodation tax on short-term lodging.

### **DOWNTOWN DEVELOPMENT AUTHORITY**

The Downtown Development Authority (DDA) was established in 2000. The DDA's goal is to help Glenwood Springs sustain its small town character, preserve its cultural and natural resources, and retain its prominent function as the center of commerce for Garfield County and the Roaring Fork Valley. The DDA's activities are funded through a Tax Increment Finance district.

### **DOWNTOWN PARTNERSHIP**

Formed in 2009, the Downtown Partnership is a local non-profit organization formed by Downtown business owners in order to focus more attention on creating a viable Downtown. The Partnership focuses on promoting Downtown, exterior building design, outreach, and economic restructuring. The organization's interests include special events, retail promotions, marketing, storefront and building design, and business development and recruitment. The Downtown Partnership is a member of Downtown Colorado Inc, a statewide organization that is committed to downtown economic revitalization and historic preservation.



## **INSTITUTE FOR CIVIC ACHIEVEMENT**

With offices in Glenwood Springs, the Institute for Civic Achievement (ICA) is a non-profit organization that provides a broad scope of services for rural communities in order to enhance economic well-being and quality of life. ICA initiatives include evaluating market conditions, attracting appropriate new businesses into a community, providing business training, and assisting with downtown redevelopment efforts.

## **COLORADO MOUNTAIN COLLEGE**

Colorado Mountain College offers a Customized Business Services program that provides training for businesses and organizations and their employees. Training programs include, but are not exclusive of, supervisory and leadership development, safety training, online development courses, marketing and small business strategies, and needs analyses.

## **EXISTING PLANS, PROGRAMS AND ORDINANCES**

### **PLANS**

#### *Tourism Marketing Plans*

Annually the Tourism Board of the Glenwood Springs Chamber Resort Association prepares a Tourism Marketing Plan that reports tourism data from the past year including occupancy rates, number of skier days, and commercial rafting days. The plan also sets forth goals and tourism marketing strategies for the new year. The 2010 Tourism and Marketing Plan included priorities to concentrate marketing efforts from April through October, to target marketing efforts in Denver and the Front Range communities, and to focus on overnight visitors with secondary emphasis on day-trip visitors.

#### *Economic Development Strategy*

Approved in 2004 the Economic Development Strategy presented specific policies and actions to implement the overall goals and objectives of the Economic Development Plan, which was part of the City's 1998 Comprehensive Plan. The Strategy focused on policies and actions that would maintain Glenwood Springs as the regional trade and service center; that would maintain, strengthen and diversify Glenwood Springs as a year-round tourism destination; that would support Downtown as a multifunctional business district; and that would improve and expand community facilities and infrastructure.

#### *Downtown Development Authority Plan of Development*

Approved in 2001, the Plan outlines the Downtown Development Authority's goals and implementation strategies for sustaining small town character, resolving Downtown transportation issues, maintaining Downtown as the economic center of the community, and redeveloping under-utilized land within the district and Confluence Area.



## PROGRAMS

### *Downtown Partnership Facade Improvement Program*

The non-profit Downtown Partnership offers grants to Downtown businesses for upgrading their storefronts.

### *Economic Development Incentive Program*

The City of Glenwood Springs offers assistance to new and relocating businesses through a City sales tax rebate program. The program helps to offset water and sewer improvement fees, fire and emergency services impact fees, and costs associated with electric service line extensions. Businesses may apply for the sales tax rebate for up to 5 consecutive years..







# APPENDIX 5

## TRANSPORTATION AND MOBILITY

Appendix 5 provides background information to Chapter 5: Transportation and Mobility including information on SH 82 and Grand Avenue and existing plans, programs and ordinances that apply to transportation and mobility.

### TRANSPORTATION ISSUES

Transportation and circulation through Glenwood Springs has been a growing concern for two decades or more. Geography and topography are large components of the issue.

#### STATE HIGHWAY 82

Glenwood Springs is at the intersection of two major highway corridors: Interstate 70 (I-70) adjacent to the Colorado River and State Highway 82 (SH 82) adjacent to the Roaring Fork River. The narrow valleys made by these two rivers make it challenging to plan for and construct roadway networks.

Compounding the problem is that the resort communities of the upper Roaring Fork Valley (Aspen, Snowmass Village) are major employers, but a significant amount of the region's affordable housing is found in the communities along I-70 (Eagle, Gypsum, New Castle, Silt, Rifle). This funnels significant commuter traffic and virtually all delivery truck traffic through Glenwood every day. To that is added the destination tourism traffic to the same resort communities. SH 82 is also Glenwood Springs' main street and a major shopping and employment destination in itself. The result is traffic levels through Glenwood Springs that are far greater than comparably sized communities. This traffic volume threatens to far exceed the capacity of the current road system which in turn threatens to undermine the ongoing success of the Downtown commercial district.

Relocating SH 82 has been studied several times over the past few decades. Both the Midland Avenue alignment and an alignment along the railroad corridor on the east bank have been considered. In the 1990s, Midland Avenue was designated as a bypass around the Downtown. However, the gradual development of residences along this route has greatly reduced the feasibility of using many portions of Midland. The 1983 Alternate Route Advisory Board Final Report and a 1986 master plan identified an additional route along the east side of the Roaring Fork River. The inability to agree on, and implement, a solution has resulted in land use decisions that continue to compromise alternative choices.

Recently (2009-2010) a Corridor Optimization Plan was drafted to provide the City with a tool box of alternative elements and choices to address the issue. The potential transportation solutions, many of them with significant size, scale, impacts, and cost, present difficult choices and trade-offs that affect other aspects of the city, (particularly growth and redevelopment and community character and traffic impacts). Many of the choices are expensive; some are more effective than others, and they all have varying impacts on existing neighborhoods and the Roaring Fork River corridor.

#### GRAND AVENUE CONGESTION

The approximate breakdown of Grand Avenue traffic is one-third through traffic, one-third internal traffic, and one-third of the trips either start or end their trip in Glenwood Springs (source: 2004 Local and Regional Travel Patterns Study; RRC Associates, Charlier Associates and Healthy Mountain Communities). It is important to remember that the growth in traffic has outpaced Glenwood Springs' own population rate and is reflective of a relatively strong regional growth rate. The increase in traffic volumes



*Appendix 5: Transportation and Mobility*

is further influenced by the geographic separation of employment centers versus the location of affordable housing in the region. Therefore, addressing only through traffic will not remedy Grand Avenue traffic congestion. In order to completely address traffic issues on Grand Avenue, the community, and some argue the region, will need to apply a multiple number of solutions.

Based on the Corridor Optimization Study, between 47,900 and 52,000 vehicles per day will travel Grand Avenue by 2035. Absent any other significant traffic reductions or transportation capacity strategies, Grand Avenue would have to be widened to six lanes in order to accommodate this level of traffic. A six-lane Grand Avenue is considered an undesirable option because of its significant negative impacts on the Downtown.

Adding to the issue is the Grand Avenue Bridge, which has been classified by the Colorado Department of Transportation as being functionally obsolete (though not structurally deficient). Regardless of any other considerations, the Grand Avenue Bridge will need to be widened to four full lanes to optimize safety and traffic flow and to accommodate projected traffic levels.

## **INTERNAL CONNECTIVITY**

A grid of connected streets allows alternative travel routes and allows traffic to disperse. Multiple travel routes provide greater mobility for driving, transit, walking, and biking, and help reduce congestion while facilitating emergency access. Creating a network of narrow local streets promotes slow, consistent vehicle speeds, maximizing safety for all travel modes while minimizing traffic impacts to adjacent properties.

The immediate Downtown south of the Colorado River is an example of the grid system. However, further south, much of the land between key road segments has been developed such that, or nearly all, of the traffic has to be funneled onto Grand Avenue. The lack of streets parallel to Grand Avenue forces local traffic onto Grand Avenue/SH 82. The two rivers also create a barrier for connectivity both north to south and east to west.

## **TRANSIT**

The Roaring Fork Transportation Authority (RFTA) has been in operation since 1983, and currently provides regional commuter bus service from Aspen to Rifle. In 2006 RFTA's ridership reached 4.1 million passengers. By 2011, RFTA will begin improving its service and facilities to include a Bus Rapid Transit system (BRT or VelociRFTA). A rubber tire express transit service, the BRT is designed to operate between Aspen and Glenwood Springs with the speed, reliability and amenities typical of rail service. The northern terminus of the BRT route is planned for the vicinity of 27th Street and S. Glen Avenue.

Locally, the City contracts with RFTA to operate Ride Glenwood Springs (RGS or "Ride Glenwood"), a free, fixed-route bus service that provides access to the city's employment and retail centers as well as connections to RFTA's regional routes.

Finally, RFTA operates The Traveler, a regional, door-to-door transit service available to anyone who is 60 years of age or older, or who has a severe disability, and is a resident of Garfield County. The Traveler is a private, non-profit entity that receives support from Colorado Mountain College, Garfield County Council on Aging, RFTA and all of the communities in Garfield County. The Traveler is most frequently used by individuals needing transportation to medical appointments, places of employment, grocery stores, senior meal sites, visits to friends and family, and visits to the library and government offices.



## RAIL

RFTA is the owner/custodian of a portion of a rail corridor located along the east bank of the Roaring Fork River. The corridor is no longer used as a railroad but RFTA has “rail-banked” the corridor which preserved the ability to re-open the corridor for rail use in the future. This factor must be considered while planning for transportation routes through Glenwood Springs.

## OTHER TRANSPORTATION PROGRAMS & PLANS

The City has prepared a number of plans that address traffic-related issues. The following additional transportation-related plans and programs work alongside the Comprehensive Plan to address transportation related issues at a more specific, detailed level.

### CITY PLANS

#### *2030 Long Range Transportation Plan (2003)*

The 2030 Long Range Transportation Plan was prepared by the City of Glenwood Springs. The purpose was “to create an integrated transportation system that moves people and goods, provides modal choices, preserves the quality of life, promotes economic vitality, and exemplifies the small town environment that is Glenwood Springs. Specific goals for transportation modes and infrastructure contained within this Plan include:

- Providing an efficient network of streets and bridges
- Providing both urban and recreation walkways and trails that efficiently connect to major points
- Encouraging efficient ground transportation to and from regional airports and support the improvement of regional commercial air service
- Supporting and participating in the efforts of the Roaring Fork Transportation Authority
- Providing year-round bus service within the city in a safe, efficient and affordable manner which encourages people to use transit
- Providing Downtown parking that uses land efficiently, is aesthetically pleasing, pedestrian and bicycle friendly and reduces traffic congestion
- Minimizing the number of vehicle trips within Glenwood Springs by encouraging, supporting and providing alternative forms of transportation, carpooling/vanpooling and decreasing the number of single occupancy vehicles (SOV) traveling throughout Glenwood Springs.

#### *City of Glenwood Springs Traffic Calming Policy (2005)*

Specific goals that traffic calming projects should focus on include the following:

- Reducing the speed of automobiles
- Reducing accidents by making streets safer for pedestrians, cyclists, transit users, automobiles, and all users of the public right-of-way
- Making streets more attractive
- Coordinating automobile traffic flow and access to neighborhoods, discouraging through traffic on local residential streets



- Creating safe, inviting access for pedestrians, cyclists, and transit users to neighborhoods, schools, parks, commercial areas and other destinations.

### ***Grand Avenue Traffic Calming Plan (2005)***

The primary purpose of the Grand Avenue Traffic Calming Plan was to enhance safety, reduce noise, and encourage pedestrian and bicycle traffic in the Downtown. In addition, this plan incorporates traffic calming best practices. Specifically the plan recommends adding raised medians in various places along Grand Avenue, eliminating left-hand turns at 8th and 10th Streets, and converting Colorado and Cooper Avenues back to two-way streets.

### ***Transit Operations Plan (2010)***

The Transit Operations Plan (TOP) is the City's five-year planning, service, and implementation blueprint for its Ride Glenwood Springs (RGS) transit service. It addresses specific route, service, and operations recommendations as well as strategic transit planning and policy guidance. The TOP is required by the Colorado Department of Transportation (CDOT) to receive state and federal transit funding and to comply with other requirements in the City's role as a transit provider through RGS. This TOP was prepared in 2010 for the five year period of 2011-2015.

### ***Parking Analysis, Downtown Glenwood Springs (2006)***

The 2006 Parking Analysis focused on public on-street and surface parking facilities. Significant data collection included parking space inventory, parking space utilization, and duration of stay. Specific recommendations included program techniques to increase the free parking in the vicinity of the Hotel Colorado and the Glenwood Hot Springs Pool and different striping techniques to optimize Downtown parking capacity including striping in core residential neighborhoods.

### ***City of Glenwood Springs Downtown Streetscape Manual (2006)***

The study area for this manual included commercial areas along SH 82 (6th Street) to the north of I-70, extending south to 11th Street (including portions of Pitkin, Colorado, Cooper, and Blake Avenues). The Manual suggested specific design treatments to help create a cohesive and coordinated streetscape setting in the Downtown. The Manual made specific style recommendations for objects placed on public sidewalks and on public property.

### ***Midland Avenue / 27th Street Corridor Analysis – Technical Memorandum (2006)***

Midland Avenue/27th Street Corridor Analysis was conducted to forecast future traffic operations conditions as development demands increase on the west side of the City. The memorandum evaluated the corridor under existing and future conditions and suggested mitigation strategies. The memorandum did not address strategies for SH 82.

### ***Glenwood Springs Bike and Pedestrian Transit Access Study (2008)***

The purpose of the Bike and Pedestrian Transit Access Study was to develop a prioritized list of bicycle and pedestrian facility and infrastructure improvements related to bus stop access (included in the City's Capital Improvements Plan). The prioritized list



identified both short and long term investments. Specific issues identified include the following: inadequate connectivity between subdivisions and destinations, connectivity issues in terms of safety between residential areas and schools, transit stops need to be ADA compliant and safety issues between neighborhoods and schools, and accessibility issues at transit stops.

### ***Highway 82 Corridor Optimization Study (2008)***

The Corridor Optimization Study (COS) had the stated purpose to “identify feasible alternatives for addressing the regional travel and local mobility needs of SH 82 through the city.” The COS analyzed 22 separate alternatives and alignments, and compared them based on their effectiveness regarding or impacts on local and regional mobility, environment (natural, cultural, social), safety, and cost effectiveness. The COS did not recommend a preferred alternative; the COS alternatives assessment was used as a baseline for further analysis in the Corridor Optimization Plan.

### ***Highway 82 Corridor Optimization Plan (2010)***

The Corridor Optimization Plan (COP), finalized in 2010 and accepted by City Council in 2011, comprehensively analyzed existing and future (2035) traffic conditions and mobility alternatives along SH 82 through the city. The COP developed a series of strategies composed of various combinations of nine elements to address future transportation demand and corridor capacity. Each of the elements involved fundamental methods for addressing transportation supply and demand. However, as indicated in the COP, generally the transportation elements on their own, could not completely address future transportation demand. Therefore the COP analyzed the effectiveness of combinations of the elements when developing each of the strategies. These strategies included multimodal elements addressing transit operations and capacity, transportation demand and system management (TDM/TSM), roadway operations, local circulation, highway relocation/expansion, and new bridge and interchange. The COP is intended to be a tool for decision-making.

Finally, the COP recommended that the following steps be taken to continue planning for Highway 82 corridor improvements:

- 0- 5 Years - Identify long-term strategy and implement immediate actions.
- 5 - 10 Years - Begin implementing moderate-cost projects to achieve long-term strategies; conduct NEPA study, if required, for long-term strategy.
- 10 - 25 Years - Obtain funding and implement long-term strategy.

### ***Street Standards (2005)***

The Street Standards report guides the design and function of city streets. Key principles include designing complete streets for multiple modes of transportation including automobiles, buses, and bicycles and also for pedestrians. Another concept is the desire for narrow streets instead of wider standards.

## **REGIONAL PLANS**

Given that SH 82 is the only primary access to communities in upper the Roaring Fork Valley, traffic through Glenwood Springs is also a regional issue. A number of regional transportation plans also impact Glenwood Springs (and vice-versa).



### *Healthy Mountain Communities: Local & Regional Travel Patterns Study (2004)*

This was a collaborative effort between Garfield, Pitkin and Eagle counties, city and town governments, and RFTA to update a similar study that was conducted in 1998. The primary purpose of the 2004 update was to understand any shifts in employer, employee and household travel mode choices since the 1998 report.

### *RFTA-ECO Regional Connector Feasibility Study (2009)*

The focus of this report was to evaluate the feasibility and viability of establishing a connecting route through Glenwood Canyon between the cities of Glenwood Springs and Gypsum. Such a route would connect two regional transit operators, Roaring Fork Transit Authority (RFTA) and Eagle County Transit (ECO). The “Canyon Connector” transit service would accommodate travel to the Garfield and Eagle County airports, ski resorts, shopping, medical, and employment commuting.





Appendix 6 presents background information for Chapter 6: Housing. It includes existing plans, programs and ordinances along with housing issues and data.

### THE CORRELATION BETWEEN HOUSING, JOBS, COMMUTING AND TRAFFIC

In Glenwood Springs, as in most communities across the country, there is a direct link between the availability of affordable housing and commuting patterns. However, in Glenwood Springs this link may be more evident or more problematical than in many other communities. In Glenwood Springs, retail trade is the largest employing industry (18%) where workers earn an average annual wage of \$31,813. This is closely followed by the accommodation and food services sector (14%) where employees earn an average annual wage of \$17,168, the lowest wage of any industry (Source: Community Housing-Strategy Support Study, 2009). To afford a median priced home, a household would have to earn 160% of the area median income, or about \$103,000 per year. Less than one-third of households in Garfield County fall into this income bracket. Condominium and townhouse units are more affordable, requiring that a household earn 155% of the area median income (Source: Community Housing-Strategy Support Study, 2009).

It should be noted that this situation is not unusual for communities within the Roaring Fork River valley. For example, in Pitkin County according to the 2000 United States Census, the median value of owner-occupied housing units was \$750,000. Pitkin County's economy, like Glenwood Springs', is driven by tourism. Retail and service are the highest employment sectors (Source: Pitkin County, Colorado Affordable Housing Regulation Support Study, November 2004). Because the wages in these two sectors typically are low-paying, it is easy to see that residing in Pitkin County is generally unattainable for the majority of its workers. Although Pitkin County has an aggressive affordable housing program there remains a large gap between the number of affordable housing units and the need.

Therefore, the majority of the people who work in Glenwood Springs as well as in Pitkin County must commute from outlying, or "down-valley", communities where housing is more affordable. (Source: The Community Housing-Strategy Support Study, November 2009 found that 68% of Glenwood workers commute into Glenwood Springs from another community; and 41% of Glenwood Springs residents commute out to other communities to work). Although the Roaring Fork Transportation Authority provides regional bus service from Rifle to Aspen (a distance of 70 miles), and achieves an extraordinarily high rate of capture of individual trips, the vast majority of this commuter traffic is by personal vehicle, most carrying a single-occupant. This has put a tremendous strain on the city's limited transportation networks. The greatest burden is placed on State Highway 82, the primary commuter route through Glenwood Springs and the Roaring Fork Valley's primary transportation corridor.

### EXISTING PLANS, PROGRAMS AND ORDINANCES

#### PLANS

##### *Community Housing Attainability Strategy (CHAS) (1997)*

Adopted as an element of Glenwood Springs' 1998 Comprehensive Plan, the Community Housing Attainability Strategy established seven broad policy directives and called for 37 strategies or programs to encourage development of affordable units. The City implemented this strategy through a housing program that combined exactions (inclusionary zoning), collaboration, revenue generation (fees in lieu) and the preservation of affordable units. In 2001, the City adopted inclusionary housing requirements to the Municipal Code.



Appendix 6: Housing

### *Housing Study (2005)*

The 2005 Housing Study identified current and future housing needs in the community. The Study reported that from 1990 to 2000, Glenwood Springs saw a 25% increase in the number of households that pay more than 30% of their monthly income for housing and therefore are considered cost burdened. There was also a 173% increase in the number of households living in overcrowded conditions.

The report also found that during this ten-year time frame, the average household income increased 53% while the average cost of owner-occupied units increased by 124%, indicating that housing cost was rising twice as fast as incomes.

This report stated that if existing demographic patterns continued over the next 10 years (2005 to 2015), an estimated 1,295 rental units and 1,590 for sale units (a total of 2,885 units) would need to be added. For rental housing, the greatest demand would be among renters earning 50% to 80% of the area median income (amounting to 316 households). Among owners, 787 units would be needed to supply those earning at or above 120% of the area median income.

In order to help mitigate the city's growing housing issues, the report provided a list of programs that other communities typically used to encourage the production of additional housing units. The types of programs included incentives, exactions, revenue generation, collaboration with other entities (public and private), and preservation of existing deed-restricted units.

### *Strategic Housing Plan (2010)*

The Strategic Housing Plan, approved by City Council in February 2010, revisited the community housing needs, established new quantitative near-term goals, clarified priorities, and designated responsibilities for increasing the supply of housing that is affordable for local employees, sustainable, compatible and family-oriented for local employees.

The Plan calls for the responsibility of community housing to be broadly shared through a comprehensive combination of 7 distinct strategies scheduled for implementation by 2015, simultaneously addressing both what it referred to as “catch-up” and “keep-up” needs. “Catch-up” needs are generally defined as housing needed to catch up to current deficient housing conditions, and “keep-up” needs are generally defined as housing needed to keep up with future demand for housing in relation to job and population growth. Within each of the proposed strategies, the Plan estimates the number of housing units that would be created.

The specific strategies and program summaries included in this Plan follow. Refer to the Strategic Housing Plan for detailed descriptions.

- Public/Private Development on City-owned land: pursue the development of both a 50 to 75-unit tax credit rental project, and 10 to 15 entry-level homeownership units.
- Rehabilitation and weatherization: recommends providing assistance for weatherization and rehabilitation of units through energy audits, weatherization grants and low-interest rehabilitation loans.
- Commercial linkage: suggests adopting a requirement that developers of new commercial space (it does not apply to existing businesses or existing space) provide or fund a portion of the community housing for which need is generated, usually by building it on-site in mixed-use projects. Commercial linkage is based on the jobs created by new development and the resulting demand generated for community housing.
- Housing funding strategies: explores creating a local, permanent revenue source to support the development of community housing. Potential uses for the funds include buy-downs or subsidies of free-market units in exchange for permanent affordability.



- Inclusionary housing amendments: Since 2000, the City has required that 15% of lots and units in new residential developments and subdivisions be permanently affordable for households with incomes averaging 100% of the area median income. The Plan recommends increasing the percentage of mitigation required from 15% to 25%. Simultaneously the Plan recommends allowing developers to place a permanent 1% real estate transfer tax (RETA) on all sales after the initial purchase in exchange for a five percentage point reduction in the mitigation requirement.
- Development incentives: considers density bonuses and fee waivers as a way to encourage community housing.
- Annexation policies: recommends adopting annexation policies that establish baseline standards through which community housing would be included when commercial and residential developments are annexed into the city. Communities often require higher standards from developments in trade for providing the added amenities of City services through annexation.

Although based on growth patterns from 2000 to 2008, these strategies were specifically designed to be responsive to changing economic conditions. Most of the units that would result from implementing any one of the proposed strategies would only be produced as new development occurs in the future.

Most importantly, the Plan points out that the current lull in development activity provides the time for staff and stakeholders to develop, and elected officials to consider and adopt, regulations aimed at keeping up with housing needs as growth occurs. The 7 strategies recommended in this Plan, do not automatically set requirements for providing community housing. Rather, each of the 7 strategies will be considered by City Council as part of a public review process.

## PROGRAMS

### *Community Housing Program*

The purpose of Glenwood Springs' Community Housing Program is to increase the supply of housing that is affordable to those who live and/or work in the area. Currently the City's Community Housing Program requires that new residential development provide at least 15% of the housing that it creates as affordable to households earning 100% of the area median income. The requirements of this program are established by ordinance, and approved by the Glenwood Springs City Council.

The City's Community Housing Program is administered by the Garfield County Housing Authority, an independent, quasi-governmental agency that was established in 1984. In addition to Glenwood Springs, the Housing Authority administers community housing programs for Garfield County, the Town of Basalt, and the City of Rifle. The agency's mission is to assist low-income families with decent, safe, and affordable housing as they strive to achieve self-sufficiency and improve the quality of their lives; to provide necessary assistance to families for the purchase or rental of appropriate housing; to facilitate development of housing that is both affordable and attainable for lower income families.

The Garfield County Housing Authority works with the Glenwood Springs Housing Commission on affordable housing programs, policies and guidelines.

## ORDINANCES

### *Inclusionary Residential Requirements for Community Housing*

Since 2000, the City has required that 15% of lots and units in new residential developments and subdivisions be permanently affordable to households at 100% of area median income as determined by the US Department of Housing and Urban



Development. A fee in-lieu is paid to the City for any projects that result in a fraction of a required unit. The units created as a result of this ordinance are deed-restricted.

The ordinance establishes priorities for locating community housing units as follows:

1. On-site housing.
2. Off site housing, including both “buy-downs” of existing units and/or construction of new units, but within the city. Consideration shall be given to the proximity of the off-site units to schools, public transportation and shopping.
3. Fee in-lieu of providing housing.

Any changes to this ordinance, such as increasing the percentage of mitigation as recommended in the Strategic Housing Plan, require City Council review and approval during a public hearing.



# APPENDIX 7

## PUBLIC UTILITIES AND SERVICES

Appendix 7 presents background information for Chapter 7: Public Utilities and Services. It includes information about funding public services, information about public and quasi-public facilities, and summaries of existing plans, programs and ordinances.

### BEING FISCALLY RESPONSIBLE

The cost of public services and utilities in Glenwood Springs are paid for in several ways:

#### IMPACT FEES AND LAND DEDICATION

The City collects impact fees from new residential development for schools and for parkland. To help offset the financial impact of new residential development on the Roaring Fork School District serving the residents of Glenwood Springs, any new residential development within the city is required to dedicate land or make payments in-lieu of land.

Additionally, all new residential development, or pre-existing redevelopment that intensifies an existing residential use, is required to dedicate parkland in an amount that is currently based upon a ratio of 7 acres per 1,000 residents. In the event that parkland is not needed within the development area, the City may require the developer to pay a fee-in-lieu of land dedication.

#### FEES FOR SERVICE / REVENUE BONDS / TAX REVENUE

The City of Glenwood Springs derives the majority of its revenue from sales and use taxes. Other revenues include charges for services, property taxes, and grants for specific projects or programs.

The City of Glenwood Springs charges residential and commercial customers fees based on usage for wastewater treatment, water, electricity, and, for residential properties, for solid waste collection and disposal. Physical improvements to these facilities are funded through a variety of methods including increased fees for services, revenue bonds, and through general sales tax.

The City recently adjusted its water and wastewater rates based on the recommendations of the 2006 Report on the Water and Wastewater Cost-of-Service Analysis and Rate Study. The rate increases were made necessary by debt service requirements of the revenue bonds, operating cost increases due to inflation, the wastewater plant relocation, and routine capital projects. A similar study was prepared for electric service in 2007 in response to increases in the City's operating costs \ due to inflation along with increased costs of purchased power.

#### IMPROVEMENT PROGRAMS

In 1980, the City formed a General Improvement District (GID) for the purpose of creating parking facilities and related public improvements in the Downtown area including landscaping, beautification and pedestrian amenities. In 2000 voters established a Downtown Development Authority to oversee GID capital improvement projects. Additionally, in 2001 the City established a Tax Increment Finance (TIF) district that generates revenues from growth above a base year amount of property and sales taxes within the district. By State statute, monies generated from the TIF district can only be used for capital improvement projects. The TIF district is in effect for a period of 25 years.



*Appendix 7: Public Utilities and Services*

On behalf of the Glenwood Meadows Metropolitan District, the City collects a 1.5% Public Improvement Fee (PIF) on sales of goods and services at Glenwood Meadows establishments. The PIF is used to finance improvements to roads, traffic and safety controls, water and sewer systems, storm water drainage systems, debris flow management and landscaping. .

## **COST-EFFECTIVE GROWTH**

Growth brings additional public and private revenues (in the form of sales taxes and property taxes). It also brings vitality to the community, allowing the City to provide a broader range of amenities, organizations, and services. At the same time, growth also brings negative impacts: increased direct and indirect costs (greater demand for water, higher traffic levels and increased road maintenance, more calls for fire and police service, etc.) as well as increased traffic congestion, and increased crowding of schools, parks, etc. To make cost-effective decisions about growth it is important for to understand the costs and benefits of growth.

Glenwood Springs, as a regional center, receives a high level of fiscal subsidy, in the form of sales taxes, from residents outside of the city. This allows Glenwood residents to have higher levels of service and amenities than would otherwise be possible with just the sales tax revenues from city residents.

According to the Fiscal and Economic Policy Guide, prepared in 2010 as a part of this Comprehensive Plan update process, annually it costs the City \$1,369 to provide all services to a housing unit (the annual City budget for residential-related amenities and services divided by the number of residential units) and \$1,606 to provide the services necessary for non-residential development to employ one person. However, a typical household technically generates less in tax and fee revenues per year (sales tax and property tax revenues generated by residential uses, divided by total number of residential units. For example, the amount of tax generation per household was close to \$2200 in 2009 versus \$2600 in 2005). This number varies annually more than the cost of service. On the surface this would seem to imply that any growth is counterproductive financially. However, it fails to factor in the impact of non-resident expenditures on the city budget. While it is true that a new residential unit doesn't automatically increase visitor expenditures commensurately, in many cases additional residents work in local businesses that in turn make it possible to maintain or increase our capacity to cater to visitors. So in actual terms it is difficult to ascribe a definitive cost, or benefit to residential growth.

This suggests that we need to consider other factors in deciding whether growth, including annexation, is in the public interest such as the contribution to community vitality, whether services are provided cost-effectively and convenience shopping is nearby (compact growth), contribution to affordable housing, and other related factors.

## **BENCHMARKS TO CONSIDER**

In Glenwood Springs, 38% of total property valuation is residential while 62% is non-residential. This is primarily due to the fact that Glenwood Springs is regional service provider; therefore more of the commercial and public development that serves the county as a whole is centered in the City. It also serves a large county population and is a popular tourist destination located directly off of I-70. The valuation affects bonding potential.

Generally the police department and the departments that compose the general government employ the most people, have the most office space, and encompass the widest range of public services. The City's per unit public safety costs are approximately 40% of the total per dwelling unit costs, with Administration the second highest, and Community Development has the lowest per unit costs.





Levels of service (LOS) are sometimes used to compare relative service levels and costs. An example of LOS is the number of police officers per 1000 population, or departmental expenditures divided by the population. In comparison to similarly-sized communities in Colorado, Glenwood Springs has one of the higher cost of providing services.

## **FISCAL CONSIDERATIONS PRIOR TO EXPANDING CITY WATER AND SEWER SYSTEMS**

Annexation that results in the extension of water and sewer distribution systems should be evaluated carefully. In 2009, the actual costs for water and wastewater were as follows:

|                                          |           |
|------------------------------------------|-----------|
| • Water Treatment - Operation            | \$528,296 |
| • Water Transmission and Distribution    | \$416,252 |
| • Wastewater Treatment - Operation       | \$439,779 |
| • Wastewater Collection and Transmission | \$268,140 |

In 2009, the total actual operating expenses was \$3,672,305. The total of distribution and collection operations is \$684,392 which is 18.6% of operating expenses. If the treatment components are added in, that cost for 2009 was \$1,652,467 or 45% of total operating expenses.

In 2006, the City conducted a study of water and sewer fees and adopted it as a blueprint to reduce sales tax transfers into the fund by increasing fee revenue. While the City staff has been following the plan very closely, overall, fee revenues are not increasing as projected in the 2006 study. The implication for future annexations is that if they extend the water/sewer distribution/collection system they are not likely to be fiscally sound without substantial mitigation.

## **COMMUNITY SERVICES**

### **CITY ADMINISTRATIVE SERVICES**

The Glenwood Springs City Hall, located on the west side of Downtown, houses the Council Chambers, and offices the City manager, City attorney, human resources, community development, finance, information systems, municipal court, police, public works, and engineering. The City Hall is adequate to meet the administrative office needs for the foreseeable future. Parking for City Hall is provided on an unpaved lot west the building.

### **COUNTY ADMINISTRATIVE SERVICES**

Glenwood Springs is the county seat of Garfield County. The courthouse is located at 8th Street and Colorado Avenue in proximity to City Hall and an annex building is located across the street at 8th Street and Pitkin Avenue. The offices of assessor, clerk & recorder, human services, treasurer, and public trustee are located in the courthouse while the Commissioner Chambers, and the offices of County Manager, building and planning, county attorney, human resources, information technology, finance and geographical information systems are in the annex.

The 9th State Judicial District office is also housed in the Garfield County courthouse. The 9th Judicial District, which includes the counties of Garfield, Rio Blanco, and Pitkin hear civil cases as well as cases involving domestic relations, criminal, juvenile, probate, and mental health.



## **LAW ENFORCEMENT**

The City Police Department has 24 officers including the Chief, two detectives, and a code enforcement officer. The department is responsible for crime prevention, law enforcement, and municipal code enforcement. Based on past recent statistics, most crime within Glenwood Springs is property oriented such as break-ins and vandalism.

The department supports Crime Prevention Through Environmental Design (CPTED) which is a multi-disciplinary approach to deterring criminal behavior through environmental design. The intent is to design buildings and sites to help reduce crime, reduce the fear of crime, and improve the quality of life. This is an extensive approach to crime prevention that includes recommendations for site lighting, building design, landscape design and even street design.

The Garfield County jail is located between City Hall and the Garfield County Courthouse. The jail can house up to 204 inmates for all law enforcement agencies within the county.

## **FIRE PROTECTION**

The Glenwood Springs Fire Department serves a 72-square mile area that includes 9,000 residents of Glenwood Springs and approximately 13,000 people who reside in within the Fire Protection District (serving a total population of approximately 21,500). The department currently consists of 21 firefighter/EMT's and paramedics, the fire chief, fire marshal, and administrative assistant, and is supported by 14 part-time reserve staff and 6 volunteers. It operates out of 3 stations with 17 pieces of apparatus. The department is responsible for emergency medical response and transportation as well as fire and rescue operations. Of the 1,569 total calls that the department responded to in 2009, 63% were for emergency medical service and 37% were fire related responses. In addition to emergency response, the Fire Department also provides fire prevention education, reviews construction plans for new and existing buildings, and enforces the fire code.

The Glenwood Springs Fire Department has adopted the 2003 International Fire Code by City Ordinance and District Board Resolution. A Community Wildfire Prevention Plan has also been adopted.

## **HEALTH CARE / HOSPITAL**

Numerous health and social services are provided to area residents. The primary health facility is the Valley View Hospital, an 80 bed facility with inpatient outpatient and rehabilitation services and a 24 hour emergency room. In the short term, the hospital is focusing on a new cancer center and increasing its outpatient services, which do not require significant horizontal expansion. In the long-term the hospital is planning to expand to a total of 250 beds, both on-site (vertically) and on adjacent land that is already owned by the hospital.

## **LIBRARY**

The Garfield County Library system had its beginnings in 1938, when a library was started in New Castle as part of a Works Progress Administration project. Between then and 1982 the system grew to six branch library buildings in each of the county's six incorporated communities. Glenwood Springs became a branch of the library system in 1969 and is currently located in a single story building at the corner of 9th Street and Blake Avenue. In addition to book lending, the Glenwood Springs branch library offers literacy outreach and internet access. In 2006, county voters approved a mil levy increase to remodel, add onto or construct new libraries in each of the six communities. Voters also approved the creation of a new library district, separate from Garfield County.



Due to space limitations and perceived limited parking / access, the Library District is looking to relocate the Glenwood Springs branch into a new 15,000 to 18,000 square foot facility and is working with City officials to locate a site within the Downtown.

## **EDUCATIONAL SERVICES**

Glenwood Springs is home to two elementary schools, a middle, and a high school that educates students from various regions of Garfield, Eagle and Pitkin counties. The main campus of Colorado Mountain College is also located within Glenwood Springs.

### ***ROARING FORK SCHOOL DISTRICT***

The Roaring Fork School District serves approximately 5,200 students in the Roaring Fork Valley including the communities of Glenwood Springs, Carbondale and Basalt. The district office is located adjacent to Glenwood Springs High School, at 14th Street and Grand Avenue. In Glenwood Springs, the district operates 2 elementary schools, a middle school, a high school, and one non-traditional public high school.

The 2008 school enrollment is within district enrollment targets except for Sopris Elementary, located on the south side of the city, which is at its preferred capacity. The others are nearing capacity. The school district is planning to construct a new elementary and new middle school on a 35 acre site south and outside of the city limits.

The school district estimates that approximately 50% of its students are bussed and that a high percentage of students are driven or drive to school, as opposed to walk.

### ***COLORADO MOUNTAIN COLLEGE***

From its main administrative offices headquartered in Glenwood Springs, Colorado Mountain College operates three residential and eight community campuses in a nine county area of north-central Colorado. The Glenwood Springs campus, The Glenwood Center, is located on the southeastern edge of Downtown and is one of three campuses in the Roaring Fork valley. This community campus offers transfer-level core courses, a variety of short courses and workshops, continuing education, and personal interest (non-credit) classes. According to the college, more than 70 adjunct faculty members teach at the Glenwood Center in addition to a number of full-time faculty members that share their time among the three campuses within the Roaring Fork valley.

## **PUBLIC UTILITIES**

### **SOLID WASTE COLLECTION & LANDFILL**

Located approximately 5 miles west of the city, the South Canyon Landfill first began operations in the early 1950s. The facility is owned by the City of Glenwood Springs but currently, is operated by a private contractor. The landfill serves Glenwood Springs, the Roaring Fork valley, and the Colorado River valley generally to Parachute. The solid waste generation is estimated to be about 8.3 gallons per person per day. Because the landfill is reaching its maximum capacity, the City is in the process of purchasing 62.5 acres of adjacent land from the Bureau of Land Management under the Recreation and Public Purposes Act to allow for vertical expansion. Conservatively, this will add about 7 million cubic yards and extend the estimated life of such a vertical expansion between 20 and 25 years. The City has additional lands adjacent to the landfill whereby it could also expand laterally.



## **DOMESTIC WATER**

The City provides water services within the city limits and to limited areas outside of the municipal boundaries along the Highway 82 and Four Mile Road corridors, and in West Glenwood. Glenwood Springs' primary source of water is from surface flows on Grizzly and No Name Creeks. Together the City's water rights from these two creeks allow it to take up to 13.48 million gallons per day (MGD). The City also owns surface water rights on the Roaring Fork River and leases 500 acre feet of water from Ruedi Reservoir. However, it utilizes the later two sources only as backup in the event that the primary system is out of service.

Through diversion tunnels, flumes, and pipes, water from Grizzly and No Name Creeks is transported to the City's Red Mountain Water Treatment Plant. Here water is treated then delivered into the City's distribution system and/or stored in one of six storage tanks that are located in various areas of the city. The primary purpose of these tanks is to maintain positive water pressure in the distribution system, to provide backup storage in the event that the water treatment plant is out of service, and to provide fire protection. Together the tanks hold 5.15 million gallons of treated water. As development occurs, especially in the southern areas of town, the City will need to add another water storage tank, which it intends to locate at the existing Cardiff tank site.

The Red Mountain Water Treatment Plant has a rated capacity of 8.65 MGD. The city's average summer peak daily water treatment for the period 2006 to 2010 is 4.76 million gallons per day (MGD), and in the winter for the same period is 2.14 MGD. Based on these figures, the plant is operating at about 57% of capacity.

In addition to treated water, between 2001 and 2003 the City reconstructed its Grizzly Creek-No Name Creek raw water delivery system. Currently the Glenwood Meadows area, including the City's Community Center, is the only area that is being supplied with raw water for irrigation.

The City of Glenwood Springs routinely monitors its water for contaminants according to federal and state requirements and annually reports the results to the Colorado Department of Public Health and Environment, and to the general public. In its 2010 Drinking Water Consumer Confidence Report for Calendar Year 2009, the City reported that potential sources of contamination in the City's source water can typically come from EPA Superfund sites, abandoned hazardous waste generators, leaking storage tank sites, existing/abandoned mine sites, agriculture (row crops, pasture/hay fields), forests, septic systems, oil/gas wells, and roads. In 2010 the City reported that there were no violations in contaminant levels.

In Glenwood Springs, water demand has gone down over the last 10 years due to water conservation efforts. The City actively promotes water conservation and in 2010 updated and revised its Water Conservation Master Plan that was first prepared in 1995.

## **WASTEWATER / SEWER**

The City is currently constructing a new wastewater treatment plant at the far western edge of the city. This new plant replaces an existing 2.3 MGD facility that is located in the Confluence Area adjacent to Downtown. The new plant is initially being constructed with a capacity of 1.95 MGD but with future expansion potential of 3.9 MGD. The new plant is expected to be operational in 2012. The new plant and other system improvements should provide sufficient service until at least 2035. The new facility will also be able to extend service to replace the West Glenwood Springs Sewer District, as well as private systems as needed. Other neighborhoods that could be served by the new facility include No Name, several subdivisions along Four Mile Road, homes and subdivisions along the lower portions of Three Mile Creek, and some properties along Highway 82 within the Urban Growth Boundary.



## **ELECTRICITY**

The City of Glenwood Springs Electric Department maintains 34 miles of overhead lines and 70 miles of underground lines that provide electricity to approximately 4,460 residential customers and 1,241 commercial customers both inside and outside of the corporate limits. Currently, the City's service territory covers approximately 34 square miles.

The majority of the electricity is supplied by the Municipal Energy Agency of Nebraska. The City also has a small allocation from the Western Area Power Administration. Of the electricity supplied by the Municipal Energy Agency of Nebraska, 70% is generated from coal and the remaining percentages from other sources including 6.1% from hydro and 12.8% from wind.

The Electric Department is developing plans to help reduce the City's carbon footprint. Programs include matching funds for photo-voltaic (PV) systems, and installing hydroelectric systems within the existing water distribution system.

The Electric Department maintains three electric substations (Mitchell Creek, Roaring Fork and North Glenwood) that each serve different areas of the city. Although the Electric Department does not foresee overall capacity constraints over next 25 years, infill and redevelopment will necessitate the construction of a fourth substation, which has been planned for, and can be accommodated adjacent to the new wastewater treatment facility on the west side of the city.

### ***Mitchell Creek Substation***

The Mitchell Creek Substation serves the entire west Glenwood area, Glenwood Meadows, the Municipal Operations Center (MOC), and the Community Center. Future areas of concern are the secondary commercial centers such as the Glenwood Mall and future build-out of the Glenwood Meadows. It is expected that Glenwood Meadows will meet its projected load before build-out is complete. This will be in part due to additional infill development and unknown demands from new commercial uses. If 3-4 story buildings are built there, or if the lots planned for single level hotels become multi level structures, there will be a need for a fourth electrical substation.

### ***North Glenwood Substation***

The North Glenwood Substation serves north Glenwood, No Name and from 7th Street to 15th Street in the Downtown area. The electrical distribution circuits servicing the Downtown consist of aerial spun cable (visible crossing the Colorado River from the railroad station to the Center for the Arts). Redevelopment and higher density infill development in the Downtown area may greatly impact these circuits. As electrical demands increase the City's Electrical Department may need to consider upsizing these cables.

### ***Roaring Fork Substation***

The Roaring Fork Substation, the most heavily loaded, serves all of the city from 15th Street south including the Four Mile Road and Three Mile Road areas. As higher density redevelopment occurs in the secondary commercial centers on South Glen Avenue, a fourth substation within the electric distribution service territory will be needed. Annexation or expansion of the Urban Growth Boundary south of the city would be outside the current service territory of the Glenwood Springs Electric Department. Electricity in this area is provided by Holy Cross Energy.



## INFORMATION TECHNOLOGIES

The City of Glenwood Springs owns the Community Broadband Network (CBN), a fiber-optic network with a wireless overlay. The CBN is operated by the Glenwood Springs Electrical Department. CBN infrastructure is configured to provide various technical services to businesses and residents. The services are offered based upon a Reseller program in which Resellers will bundle and resell the CBN services. Services may include but are not limited to, internet access (ISP), web, email and DNS hosting, voice-over-internet protocol (VoIP), and co-location facilities. The CBN is dedicated to providing technical services to the city and the Roaring Fork valley in order to promote community development.

The CBN can reach most businesses with fiber-optic internet with speeds reaching up to 100-Mpbs. In addition, the fiber-optic network offers LAN type speeds of up to 1-Gbps for connecting multiple offices located in Glenwood Springs through a secure, private connection. The CBN also has multiple co-location facilities to host business servers in a regulated, secure environment. These facilities allow businesses to order bulk bandwidth from the City up to 100-Mpbs, and advanced communications circuits such as OC-12, OC-3, DS-3 and DS-1. The local telephone and cable companies have also improved infrastructure in Glenwood Springs and offer high-speed internet and other Metro Optical Ethernet services.

## ENERGY

The community supports efforts to become a more sustainable city. This includes the conservation of energy and decreasing dependence on carbon-based energy resources. The City has taken several measures to address energy efficiency.

### *Climate Action Plan*

The City's Energy Efficiency Ad Hoc Committee recently drafted a Climate Action Plan that inventories the City's greenhouse gas emissions and identifies targets for reducing the greenhouse gas emissions and solid waste. The Action Plan lists many ways that the City can modify its behavior and systems to reduce carbon output through transportation, energy efficiency, renewable energy, waste management, community programs and City policy.

### *Geothermal / Hydroelectric Potential*

A related effort by the City is the evaluation of geothermal resources and the potential use of it as an energy source. The City's Geothermal Task Force and specialists in the field prepared a review of the geothermal resources underlying Glenwood Springs and of the technologies appropriate for use in their potential development.

The City has also studied the feasibility of developing a hydroelectric facility as part of the City of Glenwood Springs' municipal raw water system. Three options were provided in a summary report. Should the City decide to proceed with any of these options, the next steps would be a detailed feasibility study of the chosen option, a comprehensive engineering design, initiation of a preliminary permit application to FERC, and formation of a project management team.





## EXISTING PLANS, PROGRAMS AND ORDINANCES

### PLANS

#### *201 Wastewater Facility Plan*

In February of 2006, Stantec Consulting Inc., completed an update to the 201 Wastewater Facility Plan for the City of Glenwood Springs. The purpose of the plan was to begin the process of constructing a new regional wastewater treatment facility that would serve the City of Glenwood Springs regional area, including the West Glenwood Sanitation District. The 201 Plan outlined the future service area as bounded on the east by No Name, on the west by Mitchell Creek, on the north by the city limits, and roughly on the south by West Bank subdivision, beyond the city limits. Included in the planning area were several residential subdivisions along Four Mile Road, approximately three miles beyond the current city limits. The new wastewater treatment facility is scheduled to become operational in 2012.

#### *Water Conservation Plan*

First approved in March 1996 and updated in 2003 and again in 2009, the Water Conservation Master Plan was developed to provide policy and guidance for future conservation activities for the City of Glenwood Springs' water service area. The plan sets specific goals to reduce water consumption by promoting its efficient use through education, example, incentive and innovation. This plan was approved by the Colorado Department of Public Health and Environment in April 2010 and is required to be updated within 7 years.

#### *Geothermal Resource Evaluation*

Prepared in 2009 for the City's Geothermal Task Force, this study titled "A Review of the Geothermal Resources Underlying Glenwood Springs, Colorado and of the Technologies Appropriate for Use in Their Potential Development", identified and evaluated 9 categories of potential uses, and set forth recommendations for further development of the geothermal resource. The study included an in-depth summary of geologic formations underlying Glenwood Springs.

#### *Hydroelectric Assessment*

In 2008 the City directed a "Pre-Feasibility Assessment of the Hydroelectric Potential of Glenwood Spring' Raw Water Pipeline and Related Sites" for the purpose of determining if such a facility could be developed as part of its existing municipal raw water system. The report identified several options including installing a turbine generator in-line with the existing raw water pipeline at three potential locations, or installing a separate hydropower facility in Cascade Canyon. The study went on to evaluate the effectiveness of each option.

#### *Community Wildfire Prevention Plan*

In 2007 the Glenwood Springs Fire Department prepared the Community Wildfire Prevention Plan for the purpose of providing a comprehensive, scientifically based assessment of wildfire hazards and risks within the Glenwood Springs Fire Protection District. The plan defines areas of concern for the community and offers solutions and mitigation recommendations to aid homeowners, land managers and others in developing short-term and long-term fuels and fire management plans.



## **PROGRAMS**

### *CPTED*

The police department supports Crime Prevention Site Design Analysis or Crime Prevention Through Environmental Design (CPTED) especially for those areas that are densely developed. The concept promotes a safe environment with site design techniques, lighting, landscaping and policing.

### *Water and Wastewater Cost-of-service Analysis and Rate Study (2006)*

Beginning in 2006, the City conducted a water and sewer fee update study and adopted it as a blueprint to reduce sales tax transfers into the fund by increasing fee revenue.

### *Electric Cost-of-service Analysis and Rate Study (2007)*

A study was conducted in 2007 to determine adequate rates for the City's electric service.

### *South Canyon Landfill Planning and Operations Study (1982)*

The objectives of the study were to determine the necessary improvements to bring the landfill site into compliance with Colorado Department of Health regulations, determine the types and quantities of wastes being handled, develop a sound operations plan, determine capital and operating cost estimates, and develop a rate schedule for the landfill users.

## **ORDINANCES**

### *International Fire Code*

The Glenwood Springs Fire Department has adopted the 2003 International Fire Code by City Ordinance and District Board Resolution.

### *Building Code Standards*

The City has adopted energy efficiency standards as an article of the Construction Building Codes and Regulations.



## APPENDIX 8

# PARKS AND RECREATION

Appendix 8 provides background information and data in regard to Chapter 8: Parks and Recreation.

### **PARKS AND RECREATION FACILITIES AND PROGRAMS**

Glenwood Springs' residents enjoy an active lifestyle and expect a high degree and variety of recreational amenities. The parks and recreation inventory consists of 14 developed parks totaling over 40 acres and over 4000 acres of open space. The Parks and Recreation Department maintains 5 athletic fields, a skate park, a whitewater park, outdoor theater, 6 lighted tennis courts, 2 sand volleyball courts, 12 picnic pavilions, 6 miles of groomed trails, and boat ramps. The department also provides the perpetual care of both a municipal and historical cemetery.

### **SPECIAL PARKS**

#### *Wulfsohn Mountain Park*

Currently the City is preparing an open space and trails master plan for a 198-acre tract of land located in the Glenwood Meadows planned unit development. This parcel originally was part of the 465-acre Wulfsohn ranch that was annexed into the city in 2002. At that time the owners planned to develop the majority of the property for commercial and residential uses, and dedicated the 198 tract of open space, including 2.18 miles of soft-surface trails, to the City of Glenwood Springs.

The approved Glenwood Meadows zoning and development plan identified the following uses as appropriate for the open space parcel: hiking trails; golf courses; mountain bike trails; cross-country skiing trails; equestrian trails; snow shoeing trails or neighborhoods parks.

In 2006, a group of citizens with an interest in developing a plan for the best uses in the park organized themselves as the Friends of Wulfsohn Mountain Park with a mission "to assist the community of Glenwood Springs to plan, develop and protect the wilderness/urban interface at Glenwood Meadows for recreational use."

#### *Skate Park at Two Rivers Park*

The Two Rivers Skate Park was built by Grindline and is designed for beginner and intermediate skaters. It is located in Two Rivers Park and in 2007 underwent a \$60,000 renovation.

#### *Whitewater Park*

In 2008 the City opened the Whitewater Park by completing a series of in-stream improvements in the Colorado River upstream from the Midland Avenue Bridge, making this is the first man-made whitewater feature built on the entire length of the Colorado River. Almost immediately after opening, this park gained international attention as one of the best freestyle water parks and water features in the world. To date, the new park has hosted two national competitions including the U.S. Freestyle Kayaking Olympic Team Trials. In 2010, the City completed landscaping improvements on the river banks adjacent to the park. In addition



Appendix 8: Parks and Recreation

to planting native and xeric plant species, these improvements included constructing viewing platforms that are reminiscent of the red rock formations that are prevalent in this area.

## **FACILITIES**

### ***The Community Center***

Beginning in 2000, the City constructed a 66,000 square foot Community Center west of Downtown adjacent to the Glenwood Meadows shopping area. The complex provides a full range of indoor and outdoor activities and programs for individuals, groups and families. The complex includes a large fitness area; outdoor tennis courts; indoor competition pool which is used by the local high school swim teams; and an outdoor ice rink that is used for both youth and adult hockey.

### ***Aquatic Center***

The 11,000 square foot aquatic center is attached to the Community Center. It offers a 25 yard or 25 meter eight-lane lap and competition pool; children's play pool; body flume water slide; one (1) meter diving board; and whirlpool for 10 people. Programs include public swimming lessons, aqua aerobics, open kayak, scuba lessons, lifeguard training, special events, and group and party rentals. The aquatic center also accommodates the high school swim teams and the Barracudas (the local year round swim club) for swim practice sessions and meets.

### ***The Ice Skating Rink***

The Ice Rink is an 85 x 200 foot, National Hockey League regulation-sized rink that is located adjacent to the Community Center. It is an outdoor, covered ice rink that is open seasonally from November through March for public skating, skating lessons, youth and adult hockey, family skate night and special events. Skate rentals and concessions are also available. Summer use includes in-line hockey and rentals for large parties and special events.

### ***Outdoor Active Recreation Fields***

Currently the City provides programmed and league play on 2 multi-use fields and 5 ball fields. Additionally, as needed the City programs some events on public school-owned property.

### ***Sunlight Mountain Resort Ski Area***

Although located approximately nine miles southwest of the city, Glenwood Springs' residents consider the Sunlight Mountain Resort to be a "locals" ski area. Opened for business December 1966, Sunlight offers a low-key, family-oriented atmosphere. With 67 trails covering 470 acres, Sunlight supports a wide range of winter activities including downhill and cross-country skiing, snowboarding, snowshoeing and snowmobiling. As an indication of the significance of this resort to the community, when asked to rank their top priorities over the next 10 years, Glenwood Springs' residents ranked fourth the preservation of Sunlight as a small town, local resort.



## RECREATION PROGRAMS

There are a number of organized sports clubs and associations in Glenwood Springs, including programs for soccer, hockey, baseball (little league) and softball. According to the 2006 Parks and Recreation Master Plan, the top priority for all the organizations is additional sports fields to meet the growing demand for field sports. A dedicated sports complex is desired. However, land area for such a facility is limited.

Additionally, the City's Parks and Recreation Department provides a wide range of organized activities for children and adults including swimming, climbing, ice skating, basketball, dance classes, flag football, skiing/snowboarding, fitness, and volleyball.

## GOLF COURSE

The nine-hole Glenwood Springs golf course is located on the north side of the city, above US Highway 6. The facility is owned and operated by the Glenwood Springs Golf Club and leased, since 1958, by the City of Glenwood Springs for public use, in exchange for irrigation water rights. In 2007 the City and the Golf Club renewed their lease agreement, which expires in 2027.

## TRAILS

The City manages a number of paved and unpaved bicycle and pedestrian trails. Many of these trails are specifically dedicated travel ways that are protected from motorized vehicles, except at intersections. Three of the trails -Boy Scout, Jeanne Golay, and Transfer - provide access to surrounding federal lands; and one, the Rio Grande trail links Glenwood Springs to Aspen, a distance of 42 miles.

For decades, the City of Glenwood Springs has been committed to improving and expanding its bicycle and pedestrian trail system. In 1991, the City Council approved the River Trailsystem Plan in which the City made a long-term commitment to establish a river trail system that connected Glenwood Canyon with the western city limits, and to develop a linking trail along the Roaring Fork River to the Glenwood Park subdivision on the south end of the city. In 1991 and again in 1998 voters approved funding to construct these trails.

To date the City has constructed an east-west trail from Glenwood Canyon to Two Rivers Park. Much of this trail utilizes existing roads and sidewalks, and is not separated from vehicular traffic. The City has also established the River Trail, a north-south concrete path along the Roaring Fork River from Two Rivers Park to 23rd Street. South of 23rd Street the trail, running parallel to SH 82, becomes the "Rio Grande Trail" and is owned and maintained by the by the Roaring Fork Transportation Authority.

Since 2005, the City's River Commission, a Council-appointed advisory commission overseeing the establishment of the river trail systems and the implementation of the River Corridor Master Plan, placed as their highest priority completing a river trail segment from 23rd Street to the city's southern-most subdivisions. The trail, which is currently under construction, is a concrete, 10-foot wide path that is located on or near the defunct Atkinson Canal, on the west side of the Roaring Fork River.

## OPEN SPACE

Much of the open space surrounding the city is federally-owned land, managed by either the Bureau of Land Management or the United States Department of Agriculture, Forest Service. Additionally, the City of Glenwood Springs owns several large tracts of open space that together, with the federal lands, affords Glenwood Springs residents with a wide array of outdoor recreation opportunities.



Since 1950 the City of Glenwood Springs has been acquiring acreage in and around the urban area. This includes a 3,014 acre tract of land in South Canyon, 376 acres on Red Mountain, 43 acres on Lookout Mountain, and 16 acres adjacent to the Colorado River (Horseshoe Bend). In 2002 the 198-acre Wulfsohn Mountain Park, located in the Glenwood Meadows planned unit development, was dedicated to the City. Currently the City is working with the Friends of Wulfsohn Mountain Park to determine the mix of recreational uses that would be appropriate for this new park. For further information, see discussion under "Special Parks, above.

In order to preserve some of the remaining scenic and rural, ranching character of the lower Roaring Fork River valley, the owners of the Lazy H/11 Ranch that is located just south of the city limits adjacent to State Highway 82, have donated a conservation easement on most of their 292 acre ranch to the Aspen Valley Land Trust. The ranch remains in private ownership but by donating a conservation easement, the owners have created a southern open space buffer between Glenwood Springs and the developing residential subdivisions in unincorporated Garfield County.

## **RIVERS**

With its location at the confluence of the Roaring Fork and Colorado Rivers, Glenwood Springs' residents and visitors highly prize both rivers as crucial elements to the overall quality of life. They not only afford a wide range of recreational opportunities, but they provide critical wildlife habitat and add to the visual beauty of the city.

### **Rafting**

City maintains boat ramps at both Two Rivers and Veltus Parks. These are available for use by private rafting companies, as well as the general public. Currently there are a number of commercial rafting companies operating seasonally in Glenwood Springs from about May through September.

### **Fishing**

Through Glenwood Springs, the Roaring Fork River from its confluence with the Colorado River upstream to the southern city limits is classified as one of Colorado's "Gold Metal Waters". The Colorado Division of Wildlife designates "Gold Metal Waters" as those rivers and streams that have the highest quality cold water habitat and the capability of supporting large trout, fourteen inches or longer. To be designated "Gold Metal Waters" the river or stream must be accessible for fishing by the general public. To this end, when reviewing development or subdivision proposals that are located adjacent to rivers, the City of Glenwood Springs can request that the owner provide a public fishing easement as part of a required parkland dedication. The easement typically consists of a ten-foot wide, pedestrian-only corridor. There are several such easements located along the Roaring Fork and Colorado rivers.

## **EXISTING PLANS, PROGRAMS, AND ORDINANCES**

### **PLANS**

#### *Parks and Recreation Comprehensive Master Plan*

The 2006 Parks and Recreation Master Plan was created to provide a vision for parks, recreation and open space based on a survey of residents' needs and provide a strategic plan for implementing the vision through goals, objectives and actions. An





approach to capital improvements, funding, programming, and staffing was included in the plan. The plan emphasized the need for the City to reinvest in existing parks and facilities prior to adding new parkland to its inventory.

### *The River Trailssystem Plan*

Written in 1991, the River Trailssystem Plan detailed the location, design, cost and maintenance for trail development across the city. The City and its River Commission continue to use the plan to guide the expansion of Glenwood Springs' trail network.





## APPENDIX 9

# NATURAL RESOURCES

This appendix provides background information to support Chapter 9: Natural Resources.

### HYDROLOGY<sup>14</sup>

Water is a treasured resource in the west. The Colorado and Roaring Fork Rivers help define Glenwood Springs. They are valued aspects of the landscape and provide numerous recreation opportunities.

Both water quality and quantity are also concerns for the community. Water quality throughout the watershed is a major issue due to such human impacts as the use of septic leach fields, runoff from golf courses, timber operations, livestock grazing, mining, are just a few examples. Factors affecting water quantity include diversions (trans-mountain and in-basin) that directly reduce water levels for consumptive uses and healthy in-stream flows. Downstream calls from holders of senior water rights can lessen the amount of water available for local diversions.

### SURFACE WATERS

Surface waters within the vicinity includes the Colorado River, Roaring Fork River, Mitchell Creek, Cascade Creek, No Name Creek, Three Mile Creek and Four Mile Creek. Mitchell Creek, Cascade Creek and No Name Creek are tributaries of the Colorado River. Three Mile Creek and Four Mile Creek are tributaries of the Roaring Fork River and secondary tributaries of the Colorado River.

The Roaring Fork River through Glenwood Springs is in Segment 3 of the Roaring Fork River Sub-basin of the Upper Colorado River Basin. Segment 3 is designated as "Use Protected" and is classified for the following uses: Recreation, Class 1; Aquatic Life, Class 1 (cold); Water Supply; and Agriculture. Flows in the Roaring Fork River vary constantly. The chronic flow of the Roaring Fork River is 380 cubic feet per second (cfs), and the acute flow is 320 cfs.

The Colorado River through Glenwood Springs is in Segment 1 of the Lower Colorado River Sub-basin in Planning Region 11 - Lower Colorado River Basin. Segment 1 is classified for the following uses: Recreation, Class 1; Aquatic Life, Class 1 (cold); Water Supply; and Agriculture.

### WATERSHED COLLABORATIVES, COMMITTEES, ROUNDTABLES AND PARTNERSHIPS

Below is a brief summary of the water-interest groups that are active within the Glenwood Springs region.

#### *Colorado Water Conservation Board, Interbasin Compact Committee, and the Colorado Basin Roundtable*

The Colorado Water Conservation Board (CWCB) is a statewide agency that was created in 1937 by the Colorado General Assembly to provide policy direction on water issues throughout the state. Since nearly all of Colorado's water originates within its boundaries but is shared with other downstream states, the CWCB works to protect and assure that Colorado maintains its

<sup>14</sup> Source: 2006 City of Glenwood Springs 201 Wastewater Facility Plan



ability to fully use its allocation of the water under various agreements and court decrees. The CWCB is governed by a Governor-appointed citizen Board consisting of representatives from each of the state's eight major river basins, the City and County of Denver and several state agencies.

The Interbasin Compact Committee (IBCC) was created by the Colorado Water for the 21st Century Act. Supported and staffed by the Colorado Water Conservation Board, the IBCC is to facilitate conversations among Colorado's river basins and to address statewide water use. To do so, the IBCC formed Basin Roundtables, which are comprised of each of the state's eight major river basins and the Denver metropolitan area. These basin roundtables facilitate discussions on water issues and encourage locally-driven collaborative solutions.

Glenwood Springs is within the Colorado Basin Roundtable, which encompasses approximately 9,830 square miles. According to Roundtable data, by 2050, the Colorado Basin could need between 62,000 acre feet and 101,000 acre feet of water for new municipal and industrial demands.

### ***Colorado River Water Conservation District***

The Colorado River Water Conservation District is a public water policy agency chartered by the Colorado General Assembly in 1937 and is comprised of 15 West Slope counties: Moffat, Routt, Grand, Eagle, Summit, Pitkin, Gunnison, Rio Blanco, Garfield, Mesa, Ouray, Delta, and portions of Montrose, Saguache and Hinsdale. The District covers approximately 29,000 square miles, roughly 28% of the land area of Colorado.

The Colorado River Water Conservation District provides legal and political representation for Western Colorado water interests. It also develops and assists in the development of Western Colorado's water resources. The River District can appropriate water rights, litigate water matters, enter into contracts, operate projects and perform other functions as needed to meet the present and future water needs of the District.

The Colorado River Water Conservation District is headquartered in Glenwood Springs. It is governed by a Board of Directors. Each of the 15 counties within the District has one appointed representative. The River District is funded by a property tax within the 15 counties that it serves. It is also funded by water sales, lease revenues and investment interest earnings.

### ***Roaring Fork Watershed Collaborative***

The Roaring Fork Watershed Collaborative is a network of government agencies and non-profit organizations from Eagle, Garfield, Pitkin and Gunnison Counties that focus on issues common to the Roaring Fork River. Under the sponsorship of the Ruedi Water & Power Authority, with the Roaring Fork Conservancy acting as consultant, in 2008 the Collaborative released the State of the Roaring Fork Watershed Report, which was the first phase of a watershed plan. The report provided information on the status of the Roaring Fork Watershed in terms of its water quality and quantity, and its water-dependent ecosystems. The report also identified threats to local water resources from pollution, diversions, channel instability, and other sources.

The next phase, currently underway, is the development of a series of goals and objectives based on the findings in the State of the Watershed Report. The intent is that the goals and objectives would be translated into action steps to be taken by local governments, water managers, and individual water users.



### ***Middle Colorado Watershed Partnership***

The Middle Colorado Watershed Partnership was formed in 2009 to focus on issues relating to the middle Colorado River running between Glenwood Canyon and DeBeque Canyon. The group's mission is to facilitate collaboration and information sharing in the watershed, support coordination of different activities and provide a unified voice to protect and enhance water quality, reliability and the overall health of the Middle Colorado River watershed.

### ***Colorado Watershed Assembly***

The Colorado Watershed Assembly is a 501(c)(3) nonprofit advocate for watershed organizations around the state and citizen involvement in the collaborative decision making process. The Assembly is a coalition of citizen groups organized across watershed boundaries. Currently the coalition consists of 71 different watershed groups.

### ***Ruedi Water & Power Authority (RWAPA)***

Founded in 1981, the Ruedi Water & Power Authority is membership organization that includes the municipalities of Aspen, Carbondale, Basalt, Glenwood Springs, and Snowmass Village, and the counties of Pitkin, Eagle and Garfield. The purpose of the Authority is to advocate for the economic, environmental and recreational interests of the Roaring Fork, Fryingpan and Crystal Rivers. RWAPA is governed by a board of directors made up of elected officials from each of the member governments. Annual operational funding comes from member contributions and additional contributions, plus grants and donated services, fund special projects.

RWAPA consults regularly with the Colorado River Water Conservation District, the Bureau of Reclamation and other agencies on local and regional water policy. RWAPA is a partner in local, regional and national water management studies and planning efforts. RWAPA participates in discussions regarding Ruedi management, trans-mountain diversion operations and local water developments. Since its founding, RWAPA's interests have expanded to include water quality and quantity issues, including the 208 Water Quality Plan, riverbank and riverbed stability, flood management and hydroelectric power development.

### ***Bureau of Reclamation***

The Bureau of Reclamation was established in 1902 under the U.S. Department of the Interior and is best known for the dams, powerplants and canals it constructed in 17 western states. Reclamation is the largest wholesaler of water in the country and the second largest producer of hydroelectric power in the western United States. Reclamation's mission is to assist in meeting the increasing water demands of the West while protecting the environment and the public's investment in these structures.

In the Glenwood Springs region, Reclamation constructed the Fryingpan-Arkansas Project, a multipurpose transmountain, transbasin water diversion and delivery system that takes water from the Fryingpan River and other tributaries of the Roaring Fork River and delivers it to the Arkansas River basin on the Eastern Slope. The project consists of 5 dams and reservoirs and a number of diversion tunnels. Ruedi Dam and Reservoir is the only such facility on the Western Slope along with 9 diversion tunnels.



## *Roaring Fork Watershed Report*

The Roaring Fork Conservancy is preparing a Roaring Fork Watershed Plan, based on the findings of the 2008 “State of the Watershed Report.” The plan will include implementation strategies to improve the Roaring Fork River corridor. The report identifies water quality and quantity issues for the Lower Roaring Fork River that flows through Glenwood Springs. Quality issues included reoccurring unfavorable levels of temperature, minerals (phosphorus and selenium), pH, and microorganisms. The Conservancy’s ultimate goal is to have the Roaring Fork Watershed Plan adopted by the Glenwood Springs City Council as well as other jurisdictions within the Roaring Fork River Valley.

### **GROUNDWATER**

Groundwater tables in the Glenwood Springs area vary seasonally and are between 10 to 40 feet deep in low lying areas adjacent to the major rivers based on alluvial wells in the area. Groundwater well pumping can deplete groundwater tables and/or the amount of water available to replenish surface waterways. In addition, drought occurrences and climate change represent major influences on water availability, as they determine precipitation amount and flow regime patterns.

### **FLORA AND FAUNA<sup>15</sup>**

#### **VEGETATION**

Natural vegetation within the Glenwood Springs area is diverse due to the combination of geographic locations (soil, exposure, water) and climate. No threatened or endangered plant species are known to exist in the comprehensive planning area. Terrestrial plants in the area include pinion and juniper pines that predominate on the mountain slopes, with cottonwood trees predominant along the rivers and streams. Aquatic plants in the area include medium to heavy growths of native grasses and willow bushes. Other vegetation in the planning area includes sagebrush, mountain mahogany, rocky mountain juniper, oak brush and other similar native plants. There are a number of non-native plants within Garfield County that are classified as noxious weeds. The tamarisk (salt cedar) is especially problematic as it continues to invade riparian environments and is spreading rapidly in the Colorado River basin. Other noxious plants include the Russian Olive, oxeye daisy, chicory, purple loosestrife, leafy spurge, Scotch thistle and Canada thistle.

#### *Riparian Habitat*

The 1997 Riverside Stewardship Manual was developed to enable better stewardship of the riversides. The document applies to development by addressing slope stability and general riparian habitat protection. The principles of the manual include protection of natural habitat, prevention of pollution, enhancement of damaged riversides, maximization of public access and use, and enhancement of less compatible uses.

Much of the direction comes from an understanding of human impact on the river corridor and also an appreciation of the river as an asset. The manual includes development guidelines (including appropriate vegetation), and construction best management practices; an identification of appropriate, low-intensity land uses; and rehabilitation techniques.

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<sup>15</sup> The information for this section comes from the 2006 City of Glenwood Springs 201 Wastewater Facility Plan and the 2008 State of the Roaring Fork Watershed Report..





## ***Wetlands***

Most of the area's wetlands are confined in the stream channels or in vicinity of the Colorado River, Roaring Fork River and Four Mile Creek . The determination of wetlands can be based on the presence and dominance of wetland-associated vegetation and soils, which are mapped by the Natural Resources Conservation Service (NRCS, formerly Soil Conservation Service). Garfield County maintains a wetlands inventory map.

## **WILDLIFE**

Wildlife in the Glenwood Springs area includes deer, elk, mountain lion, bobcat, coyote, and a variety of small animals. Waterfowl, songbirds, and raptors, such as the bald eagle, hawk, and owl, live or migrate through the area. A review of known habitat preferences and ranges of threatened and endangered wildlife species as well as the Colorado Natural Heritage Program (CNHP) database by Cedar Creek Associates, indicated the bald eagle is the only threatened or endangered species likely to live in the vicinity. Bald eagles are known to winter along the Colorado River, Roaring Fork River and the adjacent upland habitats in the Glenwood Springs area.

Four federally listed endangered fish species are known to exist in the Colorado River and the Roaring Fork River of the planning area: the Colorado pike minnow, razorback sucker, humpback chub and bonytail. Other species such as Rainbow and Brown trout and Whitefish are abundant in the area, especially at the confluence of the Colorado and Roaring Fork rivers.

The Roaring Fork River from its confluence with the Colorado River, upstream to Carbondale is very popular for fishing. Portions of the river are designated as "Gold Medal Waters" by the Colorado Division of Wildlife (DOW).

Most concerns with wildlife are associated with the quality of the habitat. The Colorado Division of Wildlife's (DOW's) 2010-2020 Strategic Plan states: "It is the policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit and enjoyment of the people of this state and its visitors." The plan identifies ten management principles and a number of objectives and strategies that together provide road map for wildlife management. One management principle identifies the quality, quantity and conservation of wildlife habitat as essential to maintaining the state's diverse wildlife populations. In the Glenwood Springs area, the DOW has concerns about protecting spawning areas in Three Mile, Gorge, Grizzly and other creeks in the vicinity of Glenwood Springs.

Another growing concern is the increasing frequency of human-bear conflicts due to the presence of certain attractants, such as trash. The City of Glenwood Springs, working with the DOW, created a "bear ordinance" requiring that all trash be stored and properly secured. Additionally the City is working to install bear-resistant containers in all of its parks as well as along public streets.

## **LANDSCAPE<sup>16</sup>**

In general, the Glenwood Springs area consists of high mountains, plateaus, foothills and narrow valleys. The geology and topography of Glenwood Springs provides both a unique setting and certain challenges for development. Geologic and geographic assets within the vicinity of Glenwood Springs include:

- Glenwood Canyon
- Yampah Vapor Caves and Pools
- Lookout Mountain

<sup>16</sup> The information for this section comes from the 2008 Glenwood Springs 201 Wastewater Facility Plan..



*Appendix 9: Natural Resources*

- Red Mountain
- Mt Sopris
- South Canyon
- Storm King Mountain
- White River National Forest and Flattops Wilderness Area.

Any land use implications (rock fall, hydrocompactive soils, debris flow, etc) need to be studied and discussed on a site-by-site basis. As part of the development review process, the City requires soil testing and analyses, and geo-hazards reports based on the specific type of development that is proposed on a particular site.

## ***HILLSIDES***

To protect the surrounding landscape from inappropriate levels of development the City has established a Hillside Preservation Overlay Zone and Hillside Preservation District. The intent of the zone is to encourage development that allows for a reasonable use of buildable land while addressing the natural and visual character of the City. Development on hillsides is limited and, when it occurs, it should be done with special care.

## ***Topography***

Glenwood Springs' topography is typical of high rolling mountains cut by narrow, steep canyons and cliffs, plateaus and well defined drainage ways. The Colorado and the Roaring Fork River valleys are flanked by high mountains, many with slopes in excess of 30% and are geologically unsuited for development.

## ***Geology***

Billions of years of uplift of the White River Plateau to the north, folding of the Grand Hogback Monocline, deformation and subsidence of the Eagle Valley Evaporite, down cutting of the Colorado and Roaring Fork Rivers, Tertiary volcanism, and mineralized hot springs have produced the existing geologic environment in the Glenwood Springs area.

Valley erosion, accelerated during the Pleistocene Ice Ages, and deposition of alluvium (water born deposits) and colluvium (gravity deposits) have developed much of the present day surface topography. Alluvial gravel terraces cover the eroded bedrock surfaces on the floor of the present day valleys. Along the edges of the valleys, colluvium and debris-fan deposits often overlie the terrace gravel.

## ***Soils***

The Glenwood Springs area has a wide variety of soils, which have been grouped into soil types or series by the Soil Conservation Service (SCS). The suitability of soils for development needs to be determined on a site-by-site basis. What follows is a general summary of soil types found in the Glenwood Springs area:

Arle-Ansari-Rock outcrop complex : This complex consists of strongly sloping to steep soils and rock outcrop on mountainsides and sloping alluvial fans. Elevation ranges from 5,500 to 7,500 feet. The soils formed in alluvium derived from red-bed shale and sandstone. The average frost -free period is about 100 days.



The Arle soil makes up about 45% of the complex, the Ansari soil makes up about 35% and the Rock outcrop makes up about 20%. The Arle soil is moderately deep and well drained. Typically, the surface layer is reddish brown very stony loam about 10 inches thick. The subsoil and substratum are reddish brown very stony loam about 22 inches thick. Permeability of the Arle soil is moderate and available water capacity is low. Runoff is medium, and the hazard of water erosion is high.

The Ansari soil is shallow and well drained. Typically, the surface layer is reddish brown very stony loam about 10 inches thick. The substratum is reddish brown very stony loam. Permeability of the Ansari soil is moderate and available water capacity is low. Surface runoff is rapid and the erosion hazard is severe. Rock outcrop is mainly red sandstone.

Ascalon Fine Sandy Loam (on 1% to 6% slopes): This deep, well drained, nearly level to gently sloping soil is on mesas, alluvial fans and terraces. Permeability and available water capacity of this soil are moderate. Surface runoff is slow and erosion hazard is moderate too. A small area in the Three Mile Basin has this type of soil.

Ascalon Fine Sandy Loam (on 6% to 12% slopes): This deep, well drained, moderately sloping to rolling soil is on mesas, alluvial fans, side of valleys and terraces. A small area in the Four Mile Basin has this type of soil within the proposed Planning Area. Permeability and available water capacity of this soil are moderate. Surface runoff is medium and erosion hazard is moderate too.

Ascalon-Pena complex : These moderately sloping to hilly soils are on sides of valleys and alluvial fans. Elevation ranges from 5,000 to 6,500 feet. The soils formed in alluvium derived from sandstone and shale. The average frost-free period is about 120 days.

The Ascalon soil makes up about 65% of the complex, while the Pena makes up about 25%. The Ascalon soil is on the less sloping parts of the landscape, and the Pena soil is on the steeper and convex parts. The Ascalon soil is deep and well drained. Typically, the surface layer is brown fine sandy loam about 5 inches thick. The subsoil is brown and yellowish brown sandy clay loam about 30 inches thick. Permeability and available water capacity of the Ascalon soil is moderate. Surface runoff and erosion hazard are also moderate. The Pena soil is deep and well drained. Typically, the surface layer is about 12 inches thick. The upper part of the surface layer is dark grayish brown stony loam, and the lower part is dark grayish brown stony loam. Permeability of the Pena soil is moderate, and available water capacity is low. Runoff is slow and the erosion hazard is moderate.

Atencio-Azeltine complex: These nearly level to gently sloping soils are on alluvial fans and terraces. Elevation ranges 5,000 to 7,000 feet. The soils formed in mixed alluvium derived from red-bed shale and sandstone. The average frost-free period is about 110 days. The complex makes up most of the City area. The Atencio soil is deep and well drained. Typically, the surface layer is dark reddish gray sandy loam about 11 inches thick. Permeability of the Atencio soil is moderate, and available water capacity is low. Surface runoff is slow, and the erosion hazard is slight. The Azeltine soil is deep and well drained. Typically, the surface layer is reddish gray gravelly sandy loam about 8 inches thick. The underlying layer is reddish brown gravelly sandy loam about 10 inches thick. Permeability of the Azeltine soil is moderately rapid, and water capacity is very low. Surface runoff is slow, and the erosion hazard is slight.

Begay sandy loam: This deep, well drained, moderately sloping to rolling soil is on alluvial fans and sides of valleys. Elevation ranges 5,000 to 6,500 feet. This soil formed in alluvium derived from red-bed sandstone and shale. The average frost-free period is about 120 days. Typically, the surface layer is red or yellowish red sandy loam about 10 inches thick. The substratum is yellowish red stony sandy loam to a depth of 60 inches. Included with soil on the figure are small areas of Olney and Ascalon soils that have slopes of 6 to 12%. Permeability of the Begay Sandy soil is moderately rapid, and water capacity is low. Surface runoff is moderate, and the erosion hazard is severe.



Chilton Channey Loam: This deep, well drained, moderately steep to hilly soil is on alluvial fans and sides of valleys. A small area south of the Colorado River in the west portion of the Planning Area has this type of soil. Permeability of this soil is moderately rapid, and available water capacity is moderate. Surface runoff is medium and the erosion hazard is severe.

Farlow-Rock Outcrop Association, Steep: This broadly defined map unit consists of moderately steep-to-steep Farlow soils and Rock outcrop on mountainsides. A small area within the northeast Planning Area has this type of soil. The Farlow soil makes up about 65% of the association, and the Rock outcrop makes up about 25%. The Farlow soil is deep and well drained. The Rock outcrop is limestone.

Holderness Variant Clay Loam: This deep, well drained, moderately slopping to hilly soil is on alluvial fans and sides of valleys. A very small area in the Mitchell Creek has this type of soil.

Ildefonso stony loam: This deep, well drained, hilly to steep soil is on mesa breaks, sides of valleys and alluvial fans. A small portion of this soil is on very steep to extremely steep mesa escarpments. Elevation ranges from 5,000 to 6,500 feet. This soil formed in mixed alluvium derived primarily from basalt. This soil has a thin intermittent cap of reddish eolian material. The average frost-free period is about 125 days. Typically, the surface layer is brown stony loam about 8 inches thick. The underlying material is white, very strongly calcareous very stony loam to a depth of 60 inches. Included with this soil are small areas of Potts and Ascalon soils on less steep and depressional positions. Permeability of the Ildefonso soil is moderately rapid, and available water capacity is low. Surface runoff is medium, and the erosion hazard is severe.

Jerry Loam: This deep, well drained, strongly sloping to steep soil is on the mountainsides. A very small area between the Three Mile Creek and Four Mile Creek has this type of soil. This soil is used mainly for limited grazing and wildlife habitat.

Lamphier Loam: This deep, well drained, steep soil is on fans and mountainsides and is located in the Red Mountain area within the Planning Area. This soil is used mainly for grazing, wildlife habitat and recreation.

Potts-Ildefonso (on 12% to 25% slopes): These strongly sloping to hilly soils are on mesas, alluvial fans, and sides of valleys. Elevation ranges from 5,000 to 6,500 feet. The Potts soil formed in alluvium derived from sandstone, shale or basalt. The Ildefonso soil formed in very strongly calcareous, basaltic alluvium and small amounts of eolian material. The average frost-free period is about 120 days. The Potts soil makes up about 60% of this complex, and the Ildefonso soil makes up about 30%. The Potts soil is deep and well drained. Typically, the surface layer is brown loam about 4 inches thick. The subsoil is reddish brown clay loam about 24 inches thick. Permeability of the Potts soil is moderate and available water capacity is high. Surface runoff is medium and the erosion hazard is moderate. The Ildefonso soil is deep and well drained. Typically, the surface layer is brown stony loam about 8 inches thick. Permeability of the Ildefonso soil is moderately rapid, and available water capacity is low. Surface runoff is medium, and the erosion hazard is moderate.

Potts-Ildefonso complex (on 25% to 45% slopes): These hilly to very steep soils are on alluvial fans and sides of valleys and located in the West Glenwood area. The Potts soil makes up about 60% of the complex and the Ildefonso soils makes up about 30% of the complex. Both soils are deep and well drained. Surface runoff is medium to rapid and the erosion hazard is severe.

Torriorthents-Camborthids-Rock outcrop complex : This broadly defined unit consists of exposed sandstone and shale bedrock, loose stones, and soils that are shallow to deep over sandstone and shale bedrock and stony basaltic alluvium. Torriorthents make up about 45% of the complex, Camborthids make up 20%, and Rock outcrop makes up 15%. The Torriorthents are on foothills and mountainsides below Rock outcrop. The moderately steep mountainsides are on lower toe slopes and concave open areas on foothills and mountainsides. Torriorthents are shallow to moderately deep. They are generally clayey to loamy and contain



variable amounts of gravel, cobbles and stones. Camborthids are shallow to deep. They are generally clayey to loamy and have slightly more clay in the subsoil than in the surface layer. The Rock outcrop is mainly Mesa Verde sandstone and Wasatch shale.

Torriorthents-Rock outcrop complex : This broadly defined unit consists of exposed sandstone and shale bedrock and stony soils that are shallow to moderately deep over sandstone and shale and stony basaltic alluvium. Torriorthents make up about 60% of this complex and Rock outcrop makes up 25%.

Villa Grove-Zoltay Loams : These moderately steep to hilly soils are on the mountainsides and alluvial fans and located in southern portion of the Planning Area. The Villa Grove soil makes up about 50% and the Zoltay soil makes up about 40% of the soil type. Both soils are deep, well drained. Surface runoff is slow to medium, and erosion hazard is slight to moderate.

## **AGRICULTURAL LANDS**

There are no designated Farmlands of Statewide Importance, Prime Farmlands or unique agricultural lands within Glenwood Springs based on available information. Farming and ranching are two of the principal industries along with tourism and commercial. Farming in the immediate vicinity of Glenwood Springs is primarily limited to pasture and hay.

## **FOOD SOURCES**

Local food sources are another resource of importance and helps to promote sustainability. Locally grown food starts in the backyard but also includes produce from community gardens, local farmers' markets, and regional farms and ranches. To be sustainable, it should also be grown or raised organically or without products that are harmful to the environment. Providing the ability to have local food sources reduces the need, and the energy associated, to transport food to the area. Currently there are 2 farmers markets that operate in Glenwood Springs, the oldest of which has been in operation for 25 years. Additionally, there is a community garden that is located at the Community Center.

## **PUBLIC LANDS**

Vast areas of open, undeveloped land surround much of the city and provide outdoor recreation opportunities. Most of the public land adjacent to the city is under the jurisdiction of the Bureau of Land Management (BLM). The BLM has revised a plan for all the federal surface and mineral estates that are managed by BLM in the Glenwood Springs area.

Glenwood Springs lies in proximity to the White River National Forest and is currently the home office of the Forest Supervisor. Under the jurisdiction of the United States Department of Agriculture, the White River National Forest was first established in 1891. Today the forest is a world-renowned recreation destination with more than 10 million visitors annually.

## **AIR QUALITY, LIGHT AND NOISE POLLUTION<sup>17</sup>**

Four major pollutants affect the area's air quality: carbon monoxide, fine particulates, ozone, and hazardous air pollutants. Major sources of air pollution include wood burning, motor vehicles and industry.

The Glenwood Springs vicinity is currently "in attainment" of all National Ambient Air Quality Standards. However, continued development, increased automobile emissions, other burning of fossil fuels, and the emissions from the oil and gas industry

<sup>17</sup> 2006 City of Glenwood Springs Wastewater Facility Plan and the Garfield County Public Health report: Air Quality Management in Garfield County: Colorado's Most Active Energy Development Region, 2009.



all influence local air quality. Oil and gas emissions are significant contributors to oxides of nitrogen (NOX) and volatile organic compounds (VOC). Major particulate matter (PM) sources include construction and road dust, which are associated with the recent growth and development related to the energy boom in Garfield County. The area does not have a State Air Quality Implementation Plan in place.

Airborne particulates (PM10) have reportedly been reduced over the last few years. Two major reasons for the lower levels reported include state and federal emission standards along with local aggressive control measures for wood burning. The Glenwood Springs area, being confined by mountains and is subject to air pollution from motor vehicles and wood burning. In general, prevailing winds moving through the area provide a moderate to good ambient air quality.

The Garfield County Public Health Department monitors air quality in the region. The City does not have a monitoring station; the nearest monitoring station is in Rifle. The BLM is adding an air quality assessment modeling for the Glenwood Springs Field Office as part of the revision to the region's Resource Management Plan.

Light pollution is a concern expressed by members of the public. In 2001, the Glenwood Springs City Council adopted exterior lighting regulations as a means to reduce overall light levels in the City. The regulations apply to new commercial and residential development but compliance is encouraged by all commercial and residential property owners. Compliance with lighting standards has many public benefits, including enhancing the city's nighttime character and increasing the ability to see the nighttime sky. (Excessive light also wastes energy.)

Noise in the area is generated primarily by the traffic on Interstate 70 (I-70) and Highway 82. The Union Pacific Railroad corridor which is located south of the Colorado River and parallel to I-70 is also a major noise generator for Glenwood Springs.

## **CLIMATE<sup>18</sup>**

The City of Glenwood Springs 201 Facilities Plan provides the source for this section. At 5,746 feet above the mean sea level, Glenwood Springs has an alpine climate with very low humidity in the summer. The area experiences an average of 16.5 inches annual precipitation with an average annual snowfall of 67 inches in town. At higher elevations (above 7000 feet) around the City the annual precipitation is 30 to 40 inches.

In the summer months, June, July and August temperatures are in the 70's and 80's degrees F. July is the warmest month of the year with a normal range of 52 to 90 degrees F. In the fall from September to November, temperatures are in the mid 60's and 70's degrees F during the day, with evening temperatures dropping to the 30's and 40's degrees F. In the winter from December to February, daytime temperatures range in the 30's and 40's and with night time temperatures frequently below zero. The coldest temperatures are experienced in January with a normal minimum temperature of 9 degrees F above zero and a normal maximum of 38 degrees F. There are occasional periods of extreme cold where night temperatures are in the minus 20 degrees F range. In the spring months from March to May, day time temperatures range from upper 40's to low 70's degrees F. The last frost period is typically early to mid May. Winds prevail in the area from the northwest.

## **NATURAL HAZARDS**

Various potential natural hazards related to the geologic environment could affect human activities in the Glenwood Springs area. These potential natural geologic hazards include landslide, debris flow, rockfall, collapsing soils, evaporite flow, sinkholes and earthquake. Large parts of the Glenwood Springs valley have had intensive sheet erosion, debris flows, and hyperconcentrated floods triggered by landslides and slumps.

<sup>18</sup> 2006 City of Glenwood Springs 201 Wastewater Facility Plan.





Natural hazard areas are mapped to the extent possible by the Colorado Geologic Survey. The map is used to determine whether or not properties are within a geologic hazard area. Glenwood Springs uses Federal Emergency Management Agency (FEMA) maps and Federal Insurance Rate Maps (FIRM) for flood plain information.

The City's Municipal Code discusses standards for construction within areas of special flood hazards to reduce flood damage but also to allow the natural system to function. The Municipal Code regulates development in areas of geologic hazards. The City's development review process requires a soil report. A soils report may also be required prior to the issuance of a building permit. Due to the non-isolated nature of properties lying within the city boundaries, no grading is permitted anywhere within the city without first obtaining a grading permit.

## **GEOLOGIC HAZARDS**

Due to the surrounding abrupt topography and complex geology, Glenwood Springs is subject to natural geologic hazards including debris flows, ground subsidence, rock falls and other mass wasting events (landslides, etc). Almost the entire city can be impacted by debris flows to some degree, and subsidence potential has been identified in certain areas and rockfall and landslides are likely near steeper slopes. Areas having 60% to 100% slopes (30 to 45 degrees) are highly subject to avalanches, primarily on south exposed slopes where unstable snow conditions are the most likely to occur.

There are a number of faults in the vicinity. One, the West Glenwood Fault, runs across I-70 west of Devereux Road. There are others on the east side of town, one in the hills east of Sayre Park and the other in the hills east and south of 23rd Street.

Due to the extent of potential hazards, avoidance alone is difficult. Therefore, building reinforcement and site design are necessary to help reduce the potential impacts of events.

## **WILDFIRE**

Wildfire is another potential hazard in the steep terrain. Conditions of high winds, low humidity and high temperatures increase the potential for wildfires. Once started, fuels, slope, and aspect influence the magnitude of a wildfire. Fires spread twice as fast on 30% slopes as on the ground when the slope reaches 55%, the rate of spread doubles again. If a fire occurs in a box canyon, called a fire chimney, the rate of spread may increase 400% to 1000% because of the channeling effect. Other potential hazards of steep slopes include unstable or potentially unstable slopes, landslides, mudflow, and/or debris fans.

## **FLOODING**

No significant low-lying areas exist along the Colorado River, but two may be found on the Roaring Fork River; one is a mobile home park and the other is an area near the City's existing wastewater treatment plant. Because of the well-defined channels of the rivers in the Glenwood Springs area, there appear to be no problem flood areas, with the exception of existing houses located on the alluvial fans of the small basins around Glenwood Springs. FEMA identified 100-year and 500-year floodplains have been identified along the Colorado and Roaring Fork rivers as well as the Mitchell and Three Mile creeks. Flooding on the Colorado and Roaring Fork rivers is caused by rapid melting of snowpack in the watershed while cloudburst storms are the major cause of flooding for Three Mile Creek.

In 1985, a Flood Insurance Study was conducted to revise and update a previous Flood Insurance Study for the City of Glenwood Springs, which was administrated by the Federal Emergency Management Agency (FEMA) with joint effort by the US



Army Corps of Engineers, the Colorado Water Conservation Board, and the City of Glenwood Springs. The study identified flood hazard areas inundated by the 100-year flood in the Glenwood Springs area. The purpose of the study was to investigate the existence and severity of flood hazards, and to aid in the administration of the National Flood Insurance Act of 1968, along with the flood Disaster Protection Act of 1973.

Throughout the planning area, small washes and drainage ways created by intermittent drainage events should be evaluated for their isolated flood potential. While not identified in a formal flood study as a hazard, each drainage fold in the land can present a degree of hazard when an exceptional precipitation runoff event occurs.

## **EXISTING PLANS AND ORDINANCES**

### **PLANS**

#### *Climate Action Plan (2009)*

The City's Climate Action Plan inventories the City's greenhouse gas emissions and identifies targets for reducing the greenhouse gas emissions and solid waste.

#### *Geothermal Resources Plan (2009)*

The City's Geothermal Task Force and specialists in the field prepared a review of the geothermal resources underlying Glenwood Springs and of the technologies appropriate for use in their potential development.

#### *Hydroelectric Analysis (2009)*

The City studied the feasibility of developing a hydroelectric facility as part of the City of Glenwood Springs' municipal raw water system.

#### *The State of the Roaring Fork Report (2008)*

The Roaring Fork Conservancy is preparing a Roaring Fork Watershed Plan, based on the findings of the 2008 "State of the Watershed Report." The plan will include implementation strategies to improve the Roaring Fork River corridor.

#### *Riverside Stewardship Manual (1997)*

Drafted in 1997 but not formally adopted, the Riverside Stewardship Manual was compiled to help both private and public sector interests be better stewards of the riversides within Glenwood Springs.

#### *River Management Plan (1990)*

The main component of the River Management Plan is the River Trail system. This plan states that the trail system should connect activity centers such as parks, schools, neighborhoods and shopping and that it needs to be separate from existing or proposed vehicular paths. In addition, the plan has adopted design criteria for the specifics of the trail such as path widths and surface materials.



## **ORDINANCES**

### *Building Code Standards*

The City has adopted energy efficiency standards as an article of the Construction Building Codes and Regulations.

### *Floodplain regulation*

The City's Municipal Code 070.090 discusses standards for construction within areas of special flood hazards to reduce flood damage but also allow the natural system to function.

### *Wetlands permitting*

Federal review is required for wetland disturbance.

### *Wildlife / waste management conflict*

The City has a waste management ordinance (but the surrounding county does not) to deter attraction of wildlife.

### *Hillside Preservation Overlay Zone and Hillside Preservation Zone*

The City has a Hillside Preservation Overlay Zone and Hillside Preservation District to protect the surrounding landscape from inappropriate levels of development.

### *Natural Hazards Standards*

Municipal Code 070.100 regulates development in areas of geologic hazards. Additional building reinforcement and site design are required for development projects within mapped hazard areas to help reduce the potential impacts of events.

### *Exterior Lighting*

The Glenwood Springs City Council adopted exterior lighting regulations as a means to reduce overall light levels in the City. The regulations apply to new commercial and residential development but compliance is encouraged by all commercial and residential property owners.





# APPENDIX 10

## CULTURAL RESOURCES AND THE ARTS

This appendix provides background information to support Chapter 10: Cultural Resources and the Arts.

### HISTORICAL SUMMARY

Glenwood Springs has a rich and colorful history. For hundreds of years, the Ute Indians fought over and protected this sacred spot at the confluence of the Rio Grande de Buena Esperanza (Colorado) and Bunkara (Roaring Fork) rivers. Next to an island in the middle of the river, and at the western end of a magnificent canyon, hot thermal water rich in minerals and gases flowed. Nearby, in a series of caves the flowing hot water created a natural sauna. The Utes came to this place to rest, to hunt and fish, and to use the "miraculous healing powers of the hot water to heal their sick and wounded. The Ute Indians called the hot springs "Yampah", meaning "Big Medicine", and sanctified the spot to their great god "Manitou."

In 1860, a party of geologic explorers led by Captain Richard Sopris, discovered the Yampah hot springs. Captain Sopris named the place Grand Springs and this name continued to be used until 1885. Permanent settlements in the area started in 1880. Captain Isaac Cooper came to this area in 1882 and was the first to dream of turning the hot springs into a health spa. He formed a company called the Defiance Town and Land Co. of Colorado, acquired 400 acres land and began to survey a town site which he named Defiance. In 1885, the name was changed to Glenwood Springs, after Cooper's home town of Glenwood, Iowa.

In 1886, Walter Devereux and his two brothers bought the Yampah Hot Springs and 10 acres of land from Cooper. Their plan to build the largest springs pool in the world began by undertaking a massive project to divert the natural flow of the Colorado River to the south side of the island in the middle of the river. The spring pool was completed in 1888. As part of their grand plan, in 1891 the brothers began construction of the Hotel Colorado, which was modeled after the Villa de Medici in Italy. The Hotel of Colorado served as "Little White House of the United States" in April 1905, when President Theodore Roosevelt came west for his famous bear hunt at that time. Glenwood Springs hosted European royalty, US senators, presidents and movie stars. In addition to Theodore Roosevelt, well known dignitaries visiting Glenwood Springs included Presidents Benjamin Harrison and William H. Taft; actor Tom Mix; and captains of industry such as the Armour and Swift families. Glenwood Springs also attracted such characters as Doc Holliday, Buffalo Bill Cody, Diamond Jack Alterie, and Al Capone.

### BUILT ENVIRONMENT & CULTURE

The history of a community is reflected in its buildings and artifacts. In previous decades some of Glenwood Springs' historic buildings and objects were destroyed due to fire, neglect, or demolition. Today, many of the city's residents place a high value on these physical reminders of the community's past and are working diligently for their preservation.

### HISTORIC RESOURCES LOST

Before World War II, Downtown Glenwood Springs was much more densely developed than it is today. Buildings that once were a significant part of the physical fabric of the city have been lost through fires, neglect or concerted effort; replaced too often with surface parking lots and buildings with less character. Examples include:

- The four-story, Victorian-style Hotel Glenwood at the corner of 8th and Grand (lost in 1945, now a one-story commercial space)
- The four-story Victorian-style Grand Hotel at 8th and Cooper (lost in 1934, now a one-story structure)



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- A big red brick mansion at Iron Springs (lost in 1995)
- Some of the coke ovens at Cardiff
- The Molesworth interior furnishings at the historic Sumers Lodge at Glenwood Park
- Rex Hotel at 7th Street and Blake Avenue.

Fortunately, many fine examples of historic resources remain and have been officially recognized by being listed on the National or State Registers of Historic Places, or designated as a Local Landmarks by the Glenwood Springs Historic Preservation Commission and City Council.

## DESIGNATED PROPERTIES IN GLENWOOD SPRINGS

### *National Register of Historic Places:*

- Cardiff Coke Ovens, Airport Road
- Citizen's National Bank Building, 801 Grand Avenue
- Glenwood Springs Hydroelectric Plant, 601 6th Street
- Hotel Colorado, 526 Pine Avenue
- South Cañon Bridge, (outside of the City Limits)
- Starr Manor, 901 Palmer Avenue
- Sumers Lodge, 1200 Mountain Drive
- Edward T. Taylor House, 903 Bennett Avenue.

### *State Register of Historic Properties: (properties listed in the National Register are also included in the State Register)*

- Shelton-Holloway House, 115 5th Street.

### *Locally Listed Landmarks:*

- Linwood Cemetery, 1300 Cemetery Road
- First Presbyterian Church, 1016 Cooper Avenue
- Cardiff Schoolhouse, 4018 Sky Ranch Drive
- Coryell House, 911 Pitkin Avenue
- First Church of Christ, Scientist, 931 Cooper Avenue
- Glenwood Springs Sanitarium, 512 10th Street.

## ADDITIONAL HISTORIC ASSETS

Numerous other architecturally and historically significant buildings and sites remain in Glenwood Springs and should be recognized and protected as opportunities arise:

- Coal Camp Mining District, South Canyon
- Historic motor routes, including Donegan Road which was part of the early 1900s Pikes Peak Ocean to Ocean Highway





- Hot Springs Bathhouse, constructed in 1888 by architect Theodore Von Rosenberg
- Glenwood Train Station, 413 7th Street
- Cardiff Town Site and remaining Coke Ovens
- Numerous individual, privately owned homes and commercial buildings.

## HERITAGE TOURISM

The National Trust for Historic Preservation defines heritage tourism as: "...traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past and present. It includes cultural, historic and natural resources." Through their Heritage Tourism Program, the National Trust for Historic Preservation developed five guiding principles for successful and sustainable cultural heritage tourism development. Adopted by many communities across the United States, these principles are:

- Collaboration: bringing together partners who may not have worked together in the past;
- Finding the Fit: balancing the needs of the residents with the needs of visitors, and understanding the kind of tourism that can be supported in the community;
- Making Sites and Programs Come Alive: making sure that the destination is worth the time to visit;
- Focusing on Quality and Authenticity: quality is essential for all cultural heritage tourism and authenticity is critical whenever history is involved;
- Preserving and Protecting: cultural, historic and natural resources are often irreplaceable.

The Colorado Tourism Office assists communities and regions to develop heritage tourism programs. Their partners include Colorado Department of Transportation's Scenic and Historic Byways program, Colorado Council on the Arts, Colorado Division of Wildlife, Colorado State Parks, the National Trust for Historic Preservation, and the Colorado Historical Society.

The Glenwood Springs Chamber Resort Association, the Frontier Museum and others have begun a collaborative effort to create a local and/or regional heritage tourism program.

## CURRENT CULTURE & THE ARTS

Glenwood Springs has a number of organizations that offer a variety of arts to the community. The Colorado Mountain College Theater, the Community Concert Association, and the Glenwood Center for the Arts are a few examples. The creation of a strong public art program for the City of Glenwood Springs has long been a community objective. A step toward this is the Two Rivers Art Project, a collaborative effort of the City of Glenwood Springs, the Glenwood Center for the Arts and the Glenwood Springs Chamber Resort Association. Another objective is to build a performing arts center.

## EXISTING PLANS, PROGRAMS AND ORDINANCES

### PLANS

#### *The Downtown Plan (1998)*

The Downtown Plan recognizes the special character of the historic core of the City and defines a series of policies for its protection and enhancement.



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### *Citywide Historic Preservation Plan (2008)*

The Citywide Historic Preservation Plan serves several functions. It establishes the nature of the city's historical and architecturally significant resources, identifies key preservation-related issues facing the community, recommends a phased action plan to build awareness and proposes measures to safeguard and enhance the community's historic resources for future generations.

#### **PROGRAMS**

##### *National and State Registers of Historic Places*

Several local sites are properties that are listed in the National and State Registers of Historic Places, or that are designated Local Landmarks.

##### *Two Rivers Art Project*

The Two Rivers Art Project is a collaborative effort of the City of Glenwood Springs, the Glenwood Center for the Arts and the Glenwood Springs Chamber Resort Association.

##### *Historic building surveys*

The City of Glenwood Springs has conducted four separate building surveys; in 1981, 1998, 2002 and 2003. These cover both buildings and areas, with some priorities identified for future surveys.

#### **ORDINANCES**

##### *Historic Preservation (1999)*

The historic preservation ordinance provides the administrative basis for preservation in Glenwood Springs and established the Historic Preservation Commission.

##### *Downtown Design Standards (2001)*

The City of Glenwood Springs adopted Downtown Design Standards in 2001 to ensure that new development in the Downtown Core area respects the historic and special character of the central business district and surrounding residential neighborhoods.



## COMPREHENSIVE PLAN UPDATE SUPPORTING DOCUMENTS

The following documents were prepared during the comprehensive update process and support the information presented in this plan. To review any of these documents, please contact the City of Glenwood Springs Community Development Department.

### TRANSPORTATION

prepared by Charlier Associates

- Existing Conditions Memorandum
- Comprehensive Plan Recommendations

### ECONOMICS

prepared by RPI Consulting

- Residential to Non-residential Land Use Ratio
- Fiscal and Economic Policy Guide
- Demographic and Economic Analysis

### HOUSING

prepared by RRC Associates

- 2010 Strategic Housing Plan

### COMMUNITY OUTREACH

prepared by RRC Associates

- Comprehensive Plan Community Survey
- Comprehensive Plan Community Survey Results and Analysis

prepared by Urban Designer

- Outlook on the Latino Community of Glenwood Springs





## COMPREHENSIVE PLAN UPDATE PUBLIC COMMENT RECORD

The following is a list of documents containing public comment received during the 2011 Comprehensive Plan update. Public comment includes notes from stakeholder interviews and interviews with City departments, the Hispanic population outreach, key pad polling, written and spoken comment, conversations at Steering Committee meetings, received emails, posting on the Facebook page and project website. The documents are available at the City's Community Development Department.

### INTERVIEWS

Stakeholder Interviews

Interviews with Department Representatives

### HISPANIC POPULATION OUTREACH

### STEERING COMMITTEE & KITCHEN TABLE EXERCISE

### PUBLIC MEETING #1

Key Pad Polling

Written and Spoken Comment

### NEIGHBORHOOD MEETING SERIES #1 – ICE CREAM SOCIALS

### FARMERS' MARKET INFORMATION BOOTH

### IDEAS MAP

### PUBLIC MEETING #2

Key Pad Polling

Written and Spoken Comments

### PUBLIC MEETING #2.5

Key Pad Polling

Written and Spoken Comments



## **NEIGHBORHOOD MEETING SERIES #2**

### **COMMUNITY SURVEY ON ALTERNATIVE SCENARIOS**

Results

Written Comment

## **PUBLIC MEETING #3**

Key Pad Polling

Written and Spoken Comments

## **FACEBOOK POSTING**

## **WEBSITE EMAILS**

## **PLAN DRAFT COMMUNITY OUTREACH**

## **ADDITIONAL SUBMITTED COMMENT**



## APPENDIX 13

### GLOSSARY

Action – A specific measure to be taken to implement a policy.

Accessory dwelling unit – An attached or detached dwelling unit integrated within a single family dwelling or located in a detached accessory building located on the same lot as the single family dwelling.

Affordable housing - Generally, housing for which the occupant pays no more than 30% of gross income for a housing unit, including utilities.

Area of Influence - Due to its proximity to a municipality, a 3-mile (or less) area immediately outside a municipality's boundaries where a municipality has support from the Colorado State Statutes to plan land uses and infrastructure. Though the area (minus federal land) is technically under a county jurisdiction, state statutes encourages the area to be jointly planned by both the county and municipality through intergovernmental agreements and planning documents.

Bus rapid transit – A public transportation system using buses to transport passengers in an efficient manner through system design and programming of operations. RFTA's VelociRFTA is an example of a bus rapid transit system.

Capital improvement - Land, improvements to land, structures, and equipment that enhance the value of a property.

Center - An identified area with a concentration and variety of different land uses – housing, retail space, offices and other services – within close proximity of one another. The intention is to have areas that allow people to perform daily tasks without necessarily having to drive.

City – when “city” is capitalized, it refers to the governing body of the City of Glenwood Springs.

Community Housing - A residential lot or separate dwelling unit that is deed-restricted in accordance with a deed restriction approved by the City Council or its delegate (definition from Article 070.130 of the Glenwood Springs Municipal Code).

Compact growth – New development that is designed to have many land uses in a small area and not spread out over a large area.

Cost of services - The amount of money required for a utility or service to operate and maintain facilities, cover capital expenses, and provide an opportunity to earn a profit and maintain adequate reserves.

Crime Prevention Through Environmental Design (CPTED) - An approach to use environmental design (lighting, architecture, landscaping, etc.) to deter criminal behavior and promote a safe built environment.

Density - The number of dwelling units (DU) allowed per unit of land (acre).

Density bonus – An incentive program that permits developers to increase the maximum allowable development on a property in exchange for helping the community achieve certain public policy goals. Where related to housing, density bonuses grant additional residential density over and above the maximum allowed by existing zoning, in return for the housing (or a portion thereof) being deed restricted to occupancy by a target group. The density increase results in a decrease in the land costs per unit.





Development - Improvements made to property.

Downtown - Generally described as the commercial areas from Laurel Street east to the Glenwood Canyon Trail, and 7th Street south to 11th Street. In some cases, Downtown may refer to those areas covered by the Downtown Design Standards and/or included in the C/2 zone district.

Dwelling unit - A room or group of rooms that constitutes an independent housekeeping unit, occupied or intended for occupancy by one household on a long term basis and having permanent provisions for living, cooking, eating, sleeping and sanitation.

Feathering Density – A transition of density between an existing neighborhood and a denser development. If an existing property has 1/3 acre lots, and a new adjacent development is granted a higher density, the new development would be required to place 1/3 to 1/4 acre lots along the common property line. If the new development has a lower average density, it could place a few 1/3 to 1/2 acre lots along the common boundary to more closely match existing development. When large density "jumps" cannot be avoided, they should be mitigated by buffer transitions, such as: increased setbacks between the uses, gradual changes in building mass, significant landscape planting, etc. Higher density residential uses are encouraged as a buffer transition between low density neighborhoods and commercial, industrial, or business uses.

Floodplain - The land area on either side of the banks of a stream subject to flooding. The 100-year floodplain is an estimation of the area that would be flooded by a flood event that would only occur once in 100 years.

Glenwood Springs Comprehensive Planning Area - An area of about 50 square miles which reflects the sphere of influence of the City of Glenwood Springs. It includes the area within the City of Glenwood Springs city limits, the city's Urban Growth Boundary, and some developed areas outside the City such as West Glenwood, No Name, Four Mile, and the SH 82 - C.R. 115 intersection.

Growth – Physical development and expansion, along with increasing population, of a community over time.

Inclusionary Zoning - the mandatory inclusion of affordable or local housing units, or financial set aside, as a quid quo pro for development approval.

Infrastructure - Public services and facilities needed to sustain industry, residential, commercial, and all other activities. Infrastructure includes sewage-disposal systems, water-supply systems, other utility systems, and roads.

Jobs-housing balance – The effort to bring the number of housing units to be adequate to support and fill the local employment.

Land use - A description of how land is occupied or utilized.

Land Use Plan - A graphic and written analysis of a desirable and feasible pattern, or alternative patterns indicating the general location, character, extent and relationship of future land uses at specified times. The plan is based on the community's vision and goals and through implementation of policies, the land use map and specified actions. Also known as Future Land Use Plan.



Leadership in Energy and Environmental Design (LEED) – a certification program encouraging design and construction to apply strategies to improve performance in energy and resource efficiency and reduce impacts to the environment.

Level of service - A level-of-service (LOS) is a ratio of some measurement of public service or facility (such as water pressure for fire protection) related to population.

Livability - Suitable for living in; habitable; comfortable.

Live / Work Unit – A dwelling unit with attached but partially separated business space so that the resident can live and work in the same unit.

Mixed-use - The presence of two or more land uses often integrated but compatible with each other such as retail stores with offices, offices with residences, a park and a school, etc. Mixed use can be vertical/within the same building (office over a bakery) or horizontal/adjacent (shops next to residences).

Price point – The price for which something is sold on the retail market.

Rural area - A sparsely developed area, with low population density, where the land is primarily undeveloped or used for agricultural purposes without urban services such as central sewer service.

Special district - A corporation created by state statute and endowed with a definite governmental organization and revenue raising authority for the purpose of performing a single function or a few related functions.

Sprawl - Uncontrolled growth, usually of a low-density nature, in previously rural areas and some distance from existing urban development, services and infrastructure.

Sub-area Plan - A detailed plan focused on a particular site or area smaller than the city as a whole.

Subdivision - A division of a lot, tract, or parcel of land into two or more parts for the purpose of sale or building development.

Sustainability – A community and its development that meets the needs of the present without compromising the ability of future generations to meet their own needs. Sustainability means that a system can be maintained indefinitely with no (or very little) outside subsidy (financial, energy, etc.). Environmental sustainability means conserving natural resources so that they maintain themselves naturally (plant and animal species reproduce) while still accommodating growth.

Transit - A system of regularly-scheduled buses, other vehicles and/or trains available to the public on a fee-per-ride basis.

Transit-oriented development - Development designed to support and take advantage of transit opportunities and reduce personal vehicle trips by including a combination of several land uses such as commercial, retail, services and higher density residential uses, and incorporating facilities for transit into the design of the development.



Trip - A one-way journey that proceeds from an origin to a destination via a single mode of transportation.

Urban Development - Development which is characterized by density typical of urbanized areas, and by a full complement of services required to support that development, such as water, wastewater, an extensive road network, police, emergency services, recreation services and facilities, cultural facilities and other similar services.

Urban Growth Area - An area between the Glenwood Springs city limits and the urban growth boundary, within which urban development is encouraged that is in conformance with the Future Land Use Map and Comprehensive Plan, and outside of which development should be rural in character.

Urban Growth Boundary – The line outside the city limits that distinguishes where urban development will no longer be encouraged and rural development should occur.

Watershed perspective - in the context of land use planning and development along the city's river corridors, watershed perspective means seeking guidance from outside agencies, such as the Roaring Fork Conservancy, in order to minimize any impacts that development might have on the river corridors.

Workforce housing - A type of community housing (deed-restricted housing) that is designed for the workforce (Strategic Housing Plan, 2009).

Zoning - The delineation of districts and the establishment of regulations governing the use, placement, spacing and size of land and buildings.

Zoning bonus - The allowance of modifications to zoning code parameters (floor area, lot size, setbacks, etc.) in response to a development that provides community desired amenities or characteristics (such as a mix of uses). Also see density bonus.



# COMMUNITY ACTION PLAN

The action planning process during the workshop consisted of a few phases of work. First, there was a brainstorming session, where participants were asked to write down potential actions to help advance one or more goals. The next phase was a dot voting exercise where participants were given a set number of dots and were asked to vote on which actions either were most important or needed immediate attention. In the third phase, small working groups assessed the prioritization voting and fleshed out the details of the top two to five actions for each goal, such as importance, timeframe, lead role, etc. In the final phase, each small working group reported back its progress and shared any questions encountered. The tables that follow provide additional background information and detail for each goal and action.

**Goal 1 – Safe and Sustainable Business Operation: How can we ensure that businesses that support the outdoor recreation economy can operate safely and sustainably, meeting visitors' needs and residents' livelihoods, during the COVID-19 pandemic?**

- *Action 1.1: Create a business council.*
- *Action 1.2: Develop plan with City, Chamber, and Downtown Development Authority Board and local businesses to find creative ways to continue outdoor dining in colder months.*
- *Action 1.3: Create a "business resiliency" plan to help businesses prepare for and deal with crises (pandemics, wildfires, etc.).*
- *Action 1.4: Develop a plan to establish additional parking in the downtown core.*

**Goal 2 – Economic Diversification: How can we support opportunities for business development in downtown Glenwood Springs, building on and expanding beyond the tourism economy and supporting entrepreneurship opportunities for residents?**

- *Action 2.1: Develop a plan to encourage deed restricted, affordable housing for workers, including service workers.*
- *Action 2.2: Identify barriers in zoning code (code language, incentives, etc.) to economic diversification and work to minimize them.*
- *Action 2.3: Implement all-season events.*
- *Action 2.4: Create affordable, co-op like downtown space for small and new businesses and artists.*

**Goal 3 – Affordable Housing: How can we support opportunities for housing in Glenwood Springs that is affordable and accessible for all, including seasonal and permanent residents?**

- *Action 3.1: Reach out to partners on affordable housing solutions, funding, and examples, and contact Valley Housing Coalition.*
- *Action 3.2: Propose policy and inclusionary zoning to allow more housing choices.*
- *Action 3.3: Create a revenue stream focused on deed restricted home ownership.*

**Goal 4 – Community for All: How can we ensure that under-represented groups are involved in, able to access, and benefiting from the outdoor recreation economy, recognizing that we have a diversity of visitors and residents in our community?**

- *Action 4.1: Develop Spanish translation of VisitGlenwood.com materials that are relevant to Glenwood Springs, City resources, and Parks & Rec maps/guides.*

- *Action 4.2: Connect and share information with Latinx community through Chamber social media; develop content like blog posts and other written materials originated in Spanish.*
- *Action 4.3: Identify under-represented leaders and develop a pipeline to fill various leadership roles in community boards, commissions, and organizations.*
- *Action 4.4: Plan recurring workshops or roundtables with under-represented segments of the community to understand their recreational preferences and any barriers to their participation.*

**Goal 5 – Physical Connections: How can we enhance physical infrastructure (like sidewalks, trails, etc.) and transportation connections in our community that connect people to downtown and to nearby outdoor recreation opportunities?**

- *Action 5.1: Generate broader interest in and funding for the LoVa Trail.*
- *Action 5.2: Identify possible future land acquisitions for open space, easements, connections, and sustainable land access.*
- *Action 5.3: Expand and connect bike trails, walkways, and other infrastructure; continue to enhance pedestrian experiences in town with engaging places to walk, sit, gather.*
- *Action 5.4: Investigate possibility of a tourism tax to fund a trolley, downtown security, needed clean up, security, enhancements, and other activities or impacts to the city.*

**Goal 6 – Authenticity: Sustainably manage and be responsible stewards of all our unique natural resources, cultural assets, and the community character that makes Glenwood Springs a desirable and authentic place to live, work, and visit.**

- *Action 6.1: Initiate a "good stewardship" educational campaign to help people understand why this matters.*
- *Action 6.2: Properly identify sanctuary areas, create boundaries of no human impact, and direct tourists to visitor-appropriate sites as possible.*
- *Action 6.3: Maintain a strong urban / wild lands divide (city boundary) to help keep urban areas urban, and to care for our natural areas.*
- *Action 6.4: Make Glenwood Springs a hub for electric vehicle (EV) charging infrastructure; lead the way by transitioning the city fleet to EV and building the infrastructure to support it.*
- *Action 6.5: Build on Glenwood Springs' designation as a Tree City USA, promoting sustainable landscaping, encouraging a green environment with minimal water consumption, and working closely with developers in the planning process.*

## Goal 1: Safe and Sustainable Business Operation: How can we ensure that businesses that support the outdoor recreation economy can operate safely and sustainably, meeting visitors' needs and residents' livelihoods, during the COVID-19 pandemic?

Ensuring that community businesses in Glenwood Springs are operating safely and sustainably is at the foundation of good business practices for outdoor recreation. Visitors need to know that they can safely visit. Second to that is exceeding visitor expectations: you're more likely to experience repeat business through word-of-mouth – the most effective form of marketing – thus supporting long term results.

For Glenwood Springs this also means developing future resiliency, preparing residents and visitors for alternatives such as virtual experiences or identifying lesser used areas (thus spreading visitor absorption) that direct people to uncommon locations. Glenwood Springs' success can thrive by coordinating efforts across organizations, developing creative cold weather activities, entertainment, and dining, extending four-season activities, and training to prepare for future challenges. Finally, Glenwood Springs can strengthen transportation opportunities by directing people to lesser used areas, already vibrant areas, and areas with a mix of transit, walking, and bicycling.

### Action 1.1 – Create a business council.

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Creating a business council would facilitate open communication between the City, Glenwood Springs Downtown Development Authority (DDA), the Chamber, and businesses to foster a stronger business community; can tackle pandemic response and recovery as a first step.                                                                                                                                                          |
| Measures of success                              | <ul style="list-style-type: none"> <li>▪ Business retention (percentage of businesses retained over time)</li> <li>▪ Getting approval from the City for the council existence</li> <li>▪ Participation of existing businesses in the council</li> <li>▪ Roles and responsibilities are identified (one possible role is to advise the city on zoning changes)</li> <li>▪ Business vibrancy and support for the council</li> </ul> |
| Timeframe                                        | <ul style="list-style-type: none"> <li>▪ First step: Identify council members Aug 20th</li> <li>▪ Upcoming call with businesses to ask them to participate in business council (Chamber, City, DDA leading this)</li> </ul>                                                                                                                                                                                                       |
| Lead Roles                                       | Matt Nunez, City of Glenwood Springs; Chamber                                                                                                                                                                                                                                                                                                                                                                                     |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>▪ Downtown businesses</li> <li>▪ Chamber</li> <li>▪ DDA</li> <li>▪ South and West Glenwood businesses</li> <li>▪ Coordinate with existing group that is currently working on COVID response</li> <li>▪ Carolyn Tucker</li> </ul>                                                                                                                                                           |
| Needed resources and possible sources            |                                                                                                                                                                                                                                                                                                                                                                                                                                   |

### Action 1.2 – Develop plan with City, Chamber, and DDA and local businesses to find creative

### ways to continue outdoor dining in colder months.

|                                                  |                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | With social distancing, restaurants have shifted to outdoor dining and parklets. The City has accommodated building dining opportunities into sidewalks and roads, which has led to increased revenues and sales. Continuing this into the winter can help expand these benefits. |
| Measures of success                              | <ul style="list-style-type: none"> <li>Businesses can continue to make revenue during winter months</li> </ul>                                                                                                                                                                    |
| Timeframe                                        | <ul style="list-style-type: none"> <li>Aug 20th – Upcoming call with businesses to determine their needs for outdoor dining (led by Chamber, City, DDA, etc.)</li> <li>Need to order relevant supplies to support outdoor dining</li> </ul>                                       |
| Lead Roles                                       | Matt Nunez, City of Glenwood Springs; Chamber                                                                                                                                                                                                                                     |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>Chamber of Commerce</li> <li>City of Glenwood Springs</li> <li>DDA</li> <li>Health Departments (Colorado Dept of Public Health and Environment)</li> <li>Garfield County</li> </ul>                                                        |
| Needed resources and possible sources            | Grant from CDOT to buy equipment to rent out to businesses (canopies, space heaters, etc.)                                                                                                                                                                                        |

### Action 1.3 – Create a “business resiliency” plan to help businesses prepare for and deal with crises (pandemics, wildfires, etc.).

|                                                  |                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | COVID-19 was a jolt to the system for many businesses that were unprepared for prolonged closures and decreased business. Planning for future crises could help mitigate the impact to our community. Need to ensure this includes minority owned businesses, and they are included in any resiliency planning for local businesses. |
| Measures of success                              | <ul style="list-style-type: none"> <li>The next time that disaster hits (natural, public health, or otherwise), the vast majority of our businesses have a plan of action for survival – key factors include online retail, optimal wages/job security, and financial security</li> </ul>                                            |
| Timeframe                                        | City staff members are meeting in August to discuss resiliency planning, assisting smaller retailers with online presence technical assistance.                                                                                                                                                                                      |
| Lead Roles                                       | City of Glenwood Springs                                                                                                                                                                                                                                                                                                             |
| Supporting cast                                  | Chamber<br>Library (can be where training can happen, computer for public, etc)                                                                                                                                                                                                                                                      |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>Technical Assistance programs for business resilience planning</li> <li>Training programs for online retail and other business support offerings</li> <li>National Main Street resources</li> </ul>                                                                                           |

### Action 1.4 – Develop a plan to establish additional parking in the downtown core.

|                                                  |                                                                                                                       |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Benefits locals/tourists/business owners to promote downtown vibrancy and less congestion in other parts of the city. |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|



|                                       |                                                                                                                                                                                                                                                                                |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Measures of success                   | <ul style="list-style-type: none"> <li>Arriving at consensus about what approach to take to parking (paid parking, structured?)</li> </ul>                                                                                                                                     |
| Timeframe                             | City has a study called MOVE going on, to understand the needs for transit and parking, that can feed into this action. That study is asking if there is there a place for a downtown transit stop; discussing whether to move to paid parking (possibly in the shorter term). |
| Lead Roles                            | City of Glenwood Springs (Community Development Department; Public Works; Engineering Dept)                                                                                                                                                                                    |
| Supporting cast                       | <ul style="list-style-type: none"> <li>DDA</li> <li>Roaring Fork Transportation Authority (Emily Kushto; David Johnston)</li> </ul>                                                                                                                                            |
| Needed resources and possible sources | <ul style="list-style-type: none"> <li>There is a program to support EV charging stations along Scenic Byways – possible source of funding</li> <li>RFTA pursuing grants</li> </ul>                                                                                            |

## Goal 2: Economic Diversification: How can we support opportunities for business development in downtown Glenwood Springs, building on and expanding beyond the tourism economy and supporting entrepreneurship opportunities for residents?

The Glenwood Springs workshop participants affirmed the importance of focusing on an outdoor recreation economy that can support and cultivate a variety of other business needs and opportunities such as affordable housing, small-small manufacturing related to Colorado/Glenwood Springs creative ventures, and approaches that include the arts, food, and entertainment. Glenwood Springs also seeks to diversify business development by pushing for more diverse and affordable housing choices, reviewing zoning codes to ensure the transparency of the city's goals, creating year-round recreational opportunities such as off-season music festivals, reactivating the events committee, developing a calendar to track events, and supporting workspaces that encourage downtown vibrancy.

### Action 2.1 – Develop a plan to encourage deed restricted, affordable housing for workers, including service workers.

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|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Without a workforce you don't have business and retail! Having workers (especially lower income and middle-income workers) able to live nearby is important for a strong workforce (Montrose and Durango and other towns have examples of affordable housing that works). Having workers living nearby supports a vibrant downtown too and reduces traffic and gridlock from commuting and lets us capture the sales tax from people staying here and living here. Missing Middle housing, workforce housing, and senior housing is needed too -- to expand the supply for families, middle-income workers, and seniors. |
| Measures of success                              | <ul style="list-style-type: none"> <li>Missing middle housing is developed (townhomes)</li> <li>A young person could move here and work in the service industry and have a place to start their own business and on a middle salary get into the housing market (no Down Valley shuffle)</li> <li>We have a continuum for people entering the housing market and then grow</li> </ul>                                                                                                                                                                                                                                    |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | here in place, a multi-generational community                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Timeframe                             | <ul style="list-style-type: none"> <li>▪ Within 6 months – Inform decisions that are being made soon about some existing properties that are controlled by the city (West Glenwood Mall annexation, airport, etc.); consider making the decision to do deed-restricted and/or specific density and style housing with these projects.</li> <li>▪ Look at the existing Housing Study and take action from it; identify locations and places for affordable and workforce housing development that could be built; decide whether to implement incentives in the code.</li> </ul> |
| Lead Roles                            | <ul style="list-style-type: none"> <li>▪ Hannah Klausman, City of Glenwood Springs (Housing Commission)</li> <li>▪ Jenn Ooton, City of Glenwood Springs</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                              |
| Supporting cast                       | Garfield County Housing Authority (they led the housing study)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Needed resources and possible sources | <ul style="list-style-type: none"> <li>▪ Tax (similar to Roaring Fork Transit Authority sales and property tax)</li> <li>▪ Developers</li> <li>▪ Opportunity Zone capital (a lot has been directed to housing projects)</li> </ul>                                                                                                                                                                                                                                                                                                                                              |

### Action 2.2 – Identify barriers in zoning code (code language, incentives, etc.) to economic diversification and work to minimize them.

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|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Reviewing existing zoning codes and reducing barriers will encourage continuation of retail and restaurants in our downtown core so that we don't lose those vital resources to other types of activities. Development code was recently rewritten August 2017, and its continuing to be refined.                                                        |
| Measures of success                              | <ul style="list-style-type: none"> <li>▪ The code has been tweaked based on audit</li> <li>▪ Real estate transfers result in more restaurants and retail downtown</li> <li>▪ Plan for where to locate other uses that are not as ideal downtown (banks, etc.)</li> </ul>                                                                                 |
| Timeframe                                        | <ul style="list-style-type: none"> <li>▪ Possibly secure an outside facilitator to investigate/audit the code</li> <li>▪ Look at some example communities (Durango, Montrose) to see what they did to incentivize the type of development we want to see</li> <li>▪ Some business owners will be retiring/selling, can we help the transition</li> </ul> |
| Lead Roles                                       | <ul style="list-style-type: none"> <li>▪ Jenn Ooton, City of Glenwood Springs</li> <li>▪ Laura Kirk, DDA</li> <li>▪ Matt Nunez, City of Glenwood Springs</li> </ul>                                                                                                                                                                                      |
| Supporting cast                                  | Outside facilitator to run this process.                                                                                                                                                                                                                                                                                                                 |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>▪ Funding for outside facilitator</li> <li>▪ Downtown Colorado, Inc.</li> </ul>                                                                                                                                                                                                                                   |

### Action 2.3 – Implement all-season events.

|                                                  |                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | To attract community members from towns around us to visit and spend time and money in Glenwood Springs and grow our cultural, recreational, and art scene; also helps as a recruitment tool for businesses. Typically this would include Strawberry Days, which has been paused for now. Will want to assess all that is going on. |
| Measures of success                              | <ul style="list-style-type: none"> <li>▪ An event is held!</li> </ul>                                                                                                                                                                                                                                                               |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <ul style="list-style-type: none"> <li>Increased revenue for business community</li> </ul>                                                                                                                                                                                                                                                                                                    |
| Timeframe                             | <ul style="list-style-type: none"> <li>Identify the scale and type of event(s) we want to do (smaller events or larger, outdoor industry convention, music festival, other ideas?)</li> <li>Reactivate the Events Committee from the Chamber</li> <li>Start getting events on calendar</li> <li>Some unknowns on timing because of COVID (tee up events now – plan for the future)</li> </ul> |
| Lead Roles                            | <ul style="list-style-type: none"> <li>Chamber of Commerce</li> <li>Tourism Board</li> <li>COGS Parks and Recreation Department</li> </ul>                                                                                                                                                                                                                                                    |
| Supporting cast                       | <ul style="list-style-type: none"> <li>Chamber Events Committee</li> <li>Outdoor Recreation Roundtable</li> <li>Nathan Fey (state has good guidance for indoor and outdoor events)</li> </ul>                                                                                                                                                                                                 |
| Needed resources and possible sources | <ul style="list-style-type: none"> <li>State resources (Regional Outdoor Industry Grant)</li> <li>Rural Technical Assistance Grant, Nathan Fey</li> </ul>                                                                                                                                                                                                                                     |

#### Action 2.4 – Create affordable, co-op like downtown space for small and new businesses and artists.

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Creating greater residential density with a mix of affordable and free market space, including live/workspaces, will encourage more vibrancy and activity downtown.                                                                                                                                                                                                                                            |
| Measures of success                              | <ul style="list-style-type: none"> <li>6th Street becomes a more active part of downtown</li> <li>8th Street Crossing (former brownfield) is developed – need to select a master developer and a create and implement a plan for a blend of residential, commercial, retail, and parks that connects to downtown</li> <li>We are able to support the foot traffic to have businesses open after 5pm</li> </ul> |
| Timeframe                                        | <ul style="list-style-type: none"> <li>Within 30-45 days – Schedule time at a Council meeting to reinvigorate selection of a master developer for 8th Street Crossing (COVID slowed things down)</li> <li>6 months – Complete the DDA Update to the Plan of Development</li> </ul>                                                                                                                             |
| Lead Roles                                       | <ul style="list-style-type: none"> <li>Jenn Ooton, City of Glenwood Springs</li> <li>Laura Kirk, DDA</li> <li>Matt Nunez, City of Glenwood Springs</li> </ul>                                                                                                                                                                                                                                                  |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>Gretchen Ricehill, City of Glenwood Springs</li> <li>Angie Anderson, Chamber</li> </ul>                                                                                                                                                                                                                                                                                 |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>Colorado Creative Program: "Space to Create"</li> <li>Employee Ownership Commission</li> <li>Master Developer for 8th Street Crossing</li> <li>Downtown Colorado, Inc.</li> <li>Utilize the existing TIF for 8th Street Crossing</li> <li>EPA</li> </ul>                                                                                                                |

### Goal 3: Affordable Housing: How can we support opportunities for housing in Glenwood Springs that is affordable and accessible for all, including seasonal and permanent residents?

Given the desire to keep working class families in the community, the steering committee of Glenwood Springs supports affordable housing actions by reaching out to existing partners such as the Valley Housing Coalition or examples from Pitkin County – to identify housing solutions, funding and examples, and reaching out to resources. Simultaneously, the committee realized the need to bring new people and resources into the field, contacting prospective partners such as USDA regional staff, Habitat for Humanity, Aspen Valley Land Trust, and Mountain Voices. Early engagement is needed in Glenwood Springs to collaborate on a regional housing collaboration that provides attainable housing, deed restricted home ownership, and a revenue stream for first responders and other residents.

#### Action 3.1 – Reach out to partners on affordable housing solutions, funding, and examples, and and contact Valley Housing Coalition.

|                                                  |                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Keep working class families in our community. Find partners who have done this. Use existing examples to be efficient and effective.                           |
| Measures of success                              | <ul style="list-style-type: none"> <li>After conversations with leaders and other organizations, come up with clear action items and next steps.</li> </ul>    |
| Timeframe                                        | By end of RERC process (November 2020)                                                                                                                         |
| Lead Roles                                       | Jenn Ooton and Paula Stepp to reach out to Valley Housing Coalition                                                                                            |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>USDA regional staff</li> <li>Habitat for Humanity</li> <li>Aspen Valley Land Trust</li> <li>Mountain Voices?</li> </ul> |
| Needed resources and possible sources            | Regional housing study                                                                                                                                         |

#### Action 3.2 – Propose policy and inclusionary zoning to allow more housing choices, and continue to monitor the statewide conversation/legislation on affordable housing.

|                                                  |                                                                                                                                              |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Provide attainable housing for first responders, workforce housing. Would have to be included in the land use code.                          |
| Measures of success                              | <ul style="list-style-type: none"> <li>Creation of attainable units</li> </ul>                                                               |
| Timeframe                                        | <ul style="list-style-type: none"> <li>Start process right away but need long term (18 months)</li> <li>Code changes (6-8 months)</li> </ul> |
| Lead Roles                                       | COGS Community Development                                                                                                                   |
| Supporting cast                                  | Catherine Grosscup                                                                                                                           |
| Needed resources and possible sources            | Resources related to inclusionary zoning (Wellington/Moab UT) Cinema City                                                                    |

### Action 3.3 – Create a revenue stream focused on deed restricted home ownership.

|                                                  |                                                |
|--------------------------------------------------|------------------------------------------------|
| What this is. Why it is important. Who benefits? | Use Pitkin County as a model.<br>A lot of need |
| Measures of success                              | TBD                                            |
| Timeframe                                        | TBD                                            |
| Lead Roles                                       | TBD                                            |
| Supporting cast                                  | TBD                                            |
| Needed resources and possible sources            | TBD                                            |

## Goal 4: Community for All: How can we ensure that under-represented groups are involved in, able to access, and benefiting from the outdoor recreation economy, recognizing that we have a diversity of visitors and residents in our community?

The steering committee of Glenwood Springs has suggested enhancing and addressing the needs of the Latinx community. Thirty-five percent of the community is Spanish speaking, with varied levels of English literacy. The team noted that addressing the language gap can start with early actions such as translation of VisitGlenwood.com materials and of historic signs in downtown. These that might spur more engagement within both the Latinx and English-speaking communities to connect to other city resources, parks and rec maps, guides and outreach, along with dynamic Spanish language content like blog posts. Doing so can help increase interaction as residents work together and grow a better understanding of needs AND opportunities for future success. Other action items include the need to identify underrepresented Latinx, and invite them to working sessions, roundtables, and events that encourage people to attend and participate in community boards and organizations and grow their voice.

### Action 4.1 – Develop Spanish translation of VisitGlenwood.com materials that are relevant to Glenwood Springs, City resources, and Parks & Rec maps/guides.

|                                                  |                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | We have community members and visitors that would participate more if they had access in their native language.                                                                                                                                                                                   |
| Measures of success                              | <ul style="list-style-type: none"><li>Measure the number of assets in English that are translated to Spanish</li></ul>                                                                                                                                                                            |
| Timeframe                                        | <ul style="list-style-type: none"><li>Coordinate with Latinx community leaders to determine what is most relevant and needed materials for their community</li><li>Timing would depend on what it is (say a trail guide would be fairly easy) with print products in the Visitor Center</li></ul> |
| Lead Roles                                       | <ul style="list-style-type: none"><li>Marlene Neidert can do this but needs assistance for translation</li></ul>                                                                                                                                                                                  |

|                                       |                                                                                                                                                                                                                                                                                      |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <ul style="list-style-type: none"> <li>City of Glenwood Springs Parks and Recreation</li> </ul>                                                                                                                                                                                      |
| Supporting cast                       | <ul style="list-style-type: none"> <li>St. Stephens pastor could help</li> <li>Beatriz Soto, Wilderness Workshop</li> </ul>                                                                                                                                                          |
| Needed resources and possible sources | <ul style="list-style-type: none"> <li>Translators are needed, but it is more than just translating material.</li> <li>Budget for translators</li> <li>GOCO resilient communities grant is funding some Parks and Rec materials (signage, pamphlets, and public outreach)</li> </ul> |

#### Action 4.2 – Connect and share information with Latinx community through Chamber social media; develop content like blog posts and other written materials originated in Spanish.

|                                                  |                                                                                                                                                                                                                          |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Spanish Content is more helpful and engaging than just a translation. Will develop network of connected groups and individuals.                                                                                          |
| Measures of success                              | <ul style="list-style-type: none"> <li>Create a Spanish Content/Blog Calendar</li> </ul>                                                                                                                                 |
| Timeframe                                        | <ul style="list-style-type: none"> <li>3 Months to Reach out to possible Spanish language writers and discuss a small content plan</li> </ul>                                                                            |
| Lead Roles                                       | <ul style="list-style-type: none"> <li>COGS Parks and Rec (Brian Smith)</li> </ul>                                                                                                                                       |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>Directly speaking to the community and meeting with these groups</li> <li>Wilderness Workshop (Beatriz Soto)</li> <li>Library (Lisa Girardot)</li> <li>Marlene Neidert</li> </ul> |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>Writers</li> <li>Funding</li> </ul>                                                                                                                                               |

#### Action 4.3 – Identify under-represented leaders and develop a pipeline to fill various leadership roles in community boards, commissions, and organizations.

|                                                  |                                                                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Representation will help pair direction with community needs.                                                                                                                                                  |
| Measures of success                              | <ul style="list-style-type: none"> <li>Increased representation - Goal to have 10% of community boards and organizations represented by Latinx leaders</li> </ul>                                              |
| Timeframe                                        | Outreach has already begun. Would like to have list and initial contact made by January 2021.                                                                                                                  |
| Lead Roles                                       | Glenwood Springs City & Chamber (Jen Ooton & Angie Anderson)                                                                                                                                                   |
| Supporting cast                                  | Wilderness Workshop (Beatriz Soto)<br>Voces Unidas for outreach and content partnership. Citizen Academy as model?<br>Paula Stepp                                                                              |
| Needed resources and possible sources            | Time, identifying individuals, template of info on how to participate and how system works. Success stories and info on benefits of getting involved. Testimonial (video?) of existing Latinx local champions. |

**Action 4.4 – Plan recurring workshops or roundtables with under-represented segments of the community to understand their recreational preferences and any barriers to their participation.**

|                                                  |                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Gaining understanding of how local parks, community center, and playgrounds (City assets) can better serve Latinx community                                                                                                                                                                             |
| Measures of success                              | <ul style="list-style-type: none"> <li>Sessions are held quarterly in 2021</li> </ul>                                                                                                                                                                                                                   |
| Timeframe                                        | Have first dedicated Commission session in 1st Quarter 2021                                                                                                                                                                                                                                             |
| Lead Roles                                       | City Parks & Rec Commission (lead convener)                                                                                                                                                                                                                                                             |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>Voces Unidas for outreach (Alex Sanchez)</li> <li>St Stephen's Church (Father Bert Chilson)</li> <li>Wilderness Workshop (Beatriz Soto, has a lot of existing information from listening sessions that has useful information already, she can share)</li> </ul> |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>Translation</li> <li>Outreach</li> <li>Food? (if safe)</li> <li>Childcare? (if safe)</li> <li>Facebook Live</li> </ul>                                                                                                                                           |

**Goal 5: Physical Connections: How can we enhance physical infrastructure (like sidewalks, trails, etc.) and transportation connections in our community that connect people to downtown and to nearby outdoor recreation opportunities?**

Glenwood Springs has focused on enhancing physical infrastructure and transportation by connecting people to downtown and outdoor recreation opportunities. Some of these resources – such as the Loa Trail - provide immediate opportunities for filling gaps that could increase the local biking tourism industry. Other projects with shorter time frames include identifying and mapping the landscape, creating an asset inventory, developing a high-quality pedestrian and walking environment, and exploring the possibility of launching a trolley/shuttle. This is relevant since it could help decrease automobile traffic, while increasing visibility and access to downtown businesses, and creating an inviting place for visitors and locals to recreate while considering transportation options ranging from needs of underserved residents to conversations on micro mobility (scooters, bike rentals, etc.) that could make for a healthier community. These efforts can also help reduce traffic and parking needs at attractions, even with increased visitation to shopping and restaurants, by creating connections between the community's center and downtown core.

**Action 5.1 – Generate broader interest in and funding for the LoVa Trail.**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | To fill a critical gap in the trail system through the middle of Colorado. Local transportation connection, create access to South Canyon recreation area, and benefit Glenwood biking tourist industry by growing user groups. The trail is on the state list. Next steps would be to reach out to LoVa Trails Association to determine what needs to happen to get this to the next level. |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|                                       |                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Measures of success                   | <ul style="list-style-type: none"> <li>National articles and attention (e.g. Rails to Trails), and when funding is received for the project.</li> </ul>                                                                                                                                                                        |
| Timeframe                             | Start asap! No reason to wait on this. It is on-going but needs continual work.                                                                                                                                                                                                                                                |
| Lead Roles                            | Local government create committee or RFTA if they are willing                                                                                                                                                                                                                                                                  |
| Supporting cast                       | <ul style="list-style-type: none"> <li>City, County (Federal Land Access grants and others)</li> <li>RFTA</li> <li>New Castle, have been working on it.</li> <li>LoVa Trails Association (trails nonprofit)</li> </ul>                                                                                                         |
| Needed resources and possible sources | <ul style="list-style-type: none"> <li>&gt;\$10 million; Nathan Fey</li> <li>Land and Water Conservation Fund (Great American Outdoors Action)</li> <li>Hire lobbyists! Find someone who knows how to do this</li> <li>City has been pursuing grants for pieces of this</li> <li>GOCO funding is a possibility too.</li> </ul> |

### Action 5.2 – Identify possible future land acquisitions for open space, easements, connections, and sustainable land access.

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Need to identify assets before they are gone! From a big picture perspective, we need to map the land and potential desirable locations and create a matrix of criteria and priorities. Investigate federal land management plans to ensure appropriate stewardship and preservation is implemented. At a small level this needs to identify gaps and needs for spot fixes in the City's trails. |
| Measures of success                              | <ul style="list-style-type: none"> <li>Create a map using GIS of the City and surrounding areas, compiling various planning documents showing the parcels. Check them off as acquired</li> </ul>                                                                                                                                                                                                 |
| Timeframe                                        | <ul style="list-style-type: none"> <li>As different plans are adopted</li> <li>Go through existing plans</li> </ul>                                                                                                                                                                                                                                                                              |
| Lead Roles                                       | City of Glenwood springs, Parks and Rec, have been exploring this. Need supporting cast to help.                                                                                                                                                                                                                                                                                                 |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>Roaring Fork Transit Authority (RFTA)</li> <li>Aspen Valley Land Trust</li> <li>Private Landowners</li> <li>Bureau of Land Management</li> </ul>                                                                                                                                                                                                          |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>City staff for identification</li> <li>Variable for acquisition</li> <li>Transit to Trails (Federal Funding)</li> <li>RFTA could access federal funding for connecting communities, especially underserved</li> </ul>                                                                                                                                     |

### Action 5.3 – Expand and connect bike trails, walkways, and other infrastructure; continue to enhance pedestrian experiences in town with engaging places to walk, sit, gather.

|                                        |                                                                                                                                                                 |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who | Clearly defined pedestrian and bicycle pathways in town will decrease automobile traffic, increase visibility, and access to downtown businesses, and create an |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                       |                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| benefits?                             | inviting place for visitors and locals to exercise. With the addition of art (think Carbondale's Art District) and signage highlighting the historic, cultural, and rec amenities that GWS offers, visitors will learn more about our city and what is available to do here, increasing tourism spending. |
| Measures of success                   | <ul style="list-style-type: none"> <li>Plan adopted and needs are being checked off. Measured benchmark (reduction in traffic flow-- through street/trail counts)</li> <li>Downtown restrooms need consideration along with any hub/two rivers park</li> </ul>                                            |
| Timeframe                             | Start now, but timeline will come later. Hoping for plan in 2021. Construction timeline will depend on funding.                                                                                                                                                                                           |
| Lead Roles                            | <ul style="list-style-type: none"> <li>RFTA (E-Bike)</li> <li>City of Glenwood Springs</li> </ul>                                                                                                                                                                                                         |
| Supporting cast                       | <ul style="list-style-type: none"> <li>Senior citizens</li> </ul>                                                                                                                                                                                                                                         |
| Needed resources and possible sources | <ul style="list-style-type: none"> <li>Vince Urbina, Interim Manager, U&amp;CF, Colorado State Forest Service</li> <li>FTA 5310 Grant Program</li> </ul>                                                                                                                                                  |

**Action 5.4 – Investigate possibility of a tourism tax to fund a trolley, downtown security, needed clean up, security, enhancements, and other activities or impacts to the city.**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Consider transportation options for underserved population at the forefront of planning and start conversation on micro mobility (scooters, bike rentals, etc). Additionally, work toward reduced traffic, reduced parking needs at attractions, and increased visitation to shopping and restaurants by creating good back and forth between community center and downtown core. |
| Measures of success                              | <ul style="list-style-type: none"> <li>Gain support from the community and business owners. Measure reduced pressure and demands on parking.</li> </ul>                                                                                                                                                                                                                           |
| Timeframe                                        | Ongoing                                                                                                                                                                                                                                                                                                                                                                           |
| Lead Roles                                       | <ul style="list-style-type: none"> <li>COGS</li> <li>Community on the Move (Subcommittee of Chamber)</li> </ul>                                                                                                                                                                                                                                                                   |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>DDA (Christian Henny), and other downtown businesses</li> </ul>                                                                                                                                                                                                                                                                            |
| Needed resources and possible sources            |                                                                                                                                                                                                                                                                                                                                                                                   |

**Goal 6: Authenticity: Sustainably manage and be responsible stewards of all our unique natural resources, cultural assets, and the community character that makes Glenwood Springs a desirable and authentic place to live, work, and visit.**

Finally, Glenwood Springs added a sixth goal, focusing on educating the public on “good stewardship”. It provides the foundation for managing the broad resources that constitute community values and care for this special place. In one observation, this is about “sustaining our environment, but also creating jobs and a safer, healthier community.” Furthermore, the community network has grown through this process, enabling

community members to create a “regional mission” and identify areas for economic development through outdoor recreation.

**Action 6.1 – Initiate a “good stewardship” educational campaign to help people understand why this matters.**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Education is important so people understand impacts and importance of wildlife protection, development costs and impacts, education, benefits of good stewardship, perhaps signage or education campaign to strengthen this including pamphlets, digital marketing, etc. in Spanish and English. Trash ordinance (bear proof containers) to be put into place. Do more research on carbon sequestration. |
| Measures of success                              | <ul style="list-style-type: none"> <li>Events, promotion, and materials are created</li> </ul>                                                                                                                                                                                                                                                                                                           |
| Timeframe                                        | Work can begin immediately                                                                                                                                                                                                                                                                                                                                                                               |
| Lead Roles                                       | Garfield County Library with Parks and Recreation                                                                                                                                                                                                                                                                                                                                                        |
| Supporting cast                                  | <ul style="list-style-type: none"> <li>Glenwood Springs City Council</li> <li>Roaring Fork Outdoor Volunteers</li> <li>Colorado Parks and Wildlife</li> </ul>                                                                                                                                                                                                                                            |
| Needed resources and possible sources            | <ul style="list-style-type: none"> <li>GoCo Resilience Grants</li> <li>Need local trail maps in Spanish</li> </ul>                                                                                                                                                                                                                                                                                       |

**Action 6.2 – Properly identify sanctuary areas, create boundaries of no human impact, and direct tourists to visitor-appropriate sites as possible.**

|                                                  |                |
|--------------------------------------------------|----------------|
| What this is. Why it is important. Who benefits? | TBD            |
| Measures of success                              | TBD            |
| Timeframe                                        | TBD            |
| Lead Roles                                       | Visit Glenwood |
| Supporting cast                                  | TBD            |
| Needed resources and possible sources            | TBD            |

**Action 6.3 – Maintain a strong urban / wild lands divide (city boundary) to help keep urban areas urban, and to care for our natural areas.**

|                                                  |                                                                                                   |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | TBD                                                                                               |
| Measures of success                              | TBD                                                                                               |
| Timeframe                                        | TBD                                                                                               |
| Lead Roles                                       | <ul style="list-style-type: none"> <li>City Leadership</li> <li>Parks &amp; Recreation</li> </ul> |

|                                       |                                                                                                                |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------|
|                                       | <ul style="list-style-type: none"> <li>▪ River Commission</li> <li>▪ Parks Commission</li> </ul>               |
| Supporting cast                       | <ul style="list-style-type: none"> <li>▪ Wilderness Workshop (Beatriz Soto or someone else from WW)</li> </ul> |
| Needed resources and possible sources | TBD                                                                                                            |

#### **Action 6.4 – Make Glenwood Springs a hub for electric vehicle (EV) charging infrastructure; lead the way by transitioning the city fleet to EV and building the infrastructure to support it.**

|                                                  |                                                                                                                                                                                                 |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What this is. Why it is important. Who benefits? | Helps transition to clean energy vehicles. City is 100% renewable electric utility - can benefit by selling electricity to charging vehicles on I-70. Businesses benefit by travelers stopping. |
| Measures of success                              | TBD                                                                                                                                                                                             |
| Timeframe                                        | On-going. Several have been installed in 2020.                                                                                                                                                  |
| Lead Roles                                       | City of Glenwood Springs Electric, city leaders                                                                                                                                                 |
| Supporting cast                                  | City Planning Department to adapt regulation to success of new technologies                                                                                                                     |
| Needed resources and possible sources            | TBD                                                                                                                                                                                             |

#### **Action 6.5 – Build on Glenwood Springs’ designation as a Tree City USA, promoting sustainable landscaping, encouraging a green environment with minimal water consumption, and working closely with developers in the planning process.**

|                                                  |     |
|--------------------------------------------------|-----|
| What this is. Why it is important. Who benefits? | TBD |
| Measures of success                              | TBD |
| Timeframe                                        | TBD |
| Lead Roles                                       | TBD |
| Supporting cast                                  | TBD |
| Needed resources and possible sources            | TBD |

## **IMPLEMENTATION AND NEXT STEPS**

Describe post-workshop calls, key post-workshop developments, and prioritization of the actions, if the steering committee decided to do so. Take notes from the follow up calls to insert some bulleted actions here to show progress post-workshop. Use the List para style for bullets

- *Progress made in this way...*

- *This grant applied for...*
- *The committee met two times on their own post-workshop, on....*

## APPENDICES

- *Appendix A – Workshop Exercise Results*
- *Appendix B – Workshop Sign-in Sheets*
- *Appendix C – Workshop Photo Album*
- *Appendix D – Community Data Profile – ESRI Business Analyst On-line*
- *Appendix E –References and Funding Resources*

# APPENDIX

The self-assessment completed by the community and the workshop presentations are attached.

## Additional Resources

[Add relevant resources as appropriate – see resource list or through new content developed during the technical assistance process.]

### U.S. EPA Building Blocks for Sustainable Communities

<http://www.epa.gov/dced/buildingblocks.htm>

### Incremental Development Alliance Small Scale Developer Program

<http://www.incrementaldevelopment.org/services>

DRAFT

## Workshop Attendees

Workshop attendees can be included in the draft table or attached as a scanned copy. Be sure to reflect this in the first sentence of the appendix, which lists attachments.

DRAFT



| DEVELOPMENT SUMMARY - HOUSING  |                                                 |             |                |  |                                      |
|--------------------------------|-------------------------------------------------|-------------|----------------|--|--------------------------------------|
| Project Name                   | Unit type                                       | Total Units | Square footage |  | Status                               |
| Lofts at Red Mountain, phase 1 | Studio-1-2 bedroom rentals in 2 buildings       | 88          | 555-1270 sf    |  | Construction complete;<br>CO issued  |
| Lofts at Red Mountain, phase 2 | studio-1-2 bedroom rentals in 3 buildings       | 97          | 555-1270 sf    |  | Construction complete;<br>CO issued  |
| Lofts at Red Mountain, phase 3 | studio & 1 bedroom rentals in 1 building        | 89          | 535-720 sf     |  | Approved; not<br>constructed         |
| Bell Rippy, MultiFamily        | 1-2 bedroom rentals in 5 buildings and 1 duplex | 100         | 630 - 910 sf   |  | Approved; not<br>constructed         |
| TB & SB LLC                    | 1 bedroom condos                                | 13          | 535-820 sf     |  | TCO issued, some units<br>occupied   |
| Oasis Creek duplexes           | for sale duplexes                               | 12          | 2300-2400 sf   |  | In Review                            |
| Six Canyons                    | 1-2 bedroom rentals                             | 116         | 683-1064 sf    |  | Construction complete;<br>TCO issued |
| Cardiff Glen Lot 95 & 96       | For sale townhouse units                        | 29          |                |  | Approved; Building<br>Permit issued  |
| Caverns Village Mixed Use      | 1-2 bedroom rental units                        | 19          | 565 - 980 sf   |  | Approved; Permit<br>issued           |
| <b>TOTAL</b>                   |                                                 | <b>563</b>  |                |  |                                      |



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Watershed and Domestic Water Infrastructure Discussion

**Action Requested:** NA

**Department:** Public Works

**Presented By:** Matthew Langhorst, Public Works Director

**Background Info:** Staff and SGM will present the latest plans on protecting the City's watershed and providing sufficient drinking water going forward.

**Issues:** NA

**Staff Recommendation:** NA



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Award of FTTP Wholesale Voice Provider Service per Bid 2020-024 to Momentum Telecom

**Action Requested:** Award of FTTP Wholesale Voice Provider Service per Bid 2020-024 to Momentum Telecom

**Department:** Broadband

**Presented By:** Matthew Langhorst, Public Works Director  
Michael Gardner, Broadband Superintendent

**Background Info:** CBN has historically maintained and managed an enterprise grade multi-tenant phone system to provide our customers with managed phone service. The proposed partnership with Momentum Telecom will allow CBN to provide an increased menu of services to CBN's customers while reducing the overhead cost and risk associated with maintaining and updating such a system in house.

**Issues:** None at this time.

**Staff Recommendation:** Staff is recommending the award of FTTP Wholesale Voice Provider Service per Bid 2020-024 to Momentum Telecom.

Momentum Telecom, Inc.  
 1 Concourse Parkway, Suite 600  
 Atlanta, GA 30028  
 Tel: (205) 978-3425 Fax: (678) 581-8306

Momentum USE ONLY

Customer ID: \_\_\_\_\_

## SERVICES AGREEMENT

### PROPRIETARY INFORMATION

| Customer Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Legal Name of Company ("Customer"):</b><br>City of Glenwood Springs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Doing Business As (d/b/a):</b>                                                           |
| <b>Type of Entity:</b><br><input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Other: Municipality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Year Created:</b><br>1885                                                                |
| <b>Federal ID #:</b><br>84-6000589                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>State ID of Tax Exempt #:</b><br>State of Colorado 098004162                             |
| <b>Primary Address (physical address only):</b><br>101 West 8 <sup>th</sup> Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>City, State and Zip Code:</b><br>Glenwood Springs, CO 81601                              |
| <b>Primary Authorized Contact Person:</b><br>Michael Gardner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Title:</b><br>Manager                                                                    |
| <b>Telephone &amp; Facsimile:</b><br>(T) 970-379-4800                      (F)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>E-Mail:</b><br>Michael.gardner@cogc.us                                                   |
| <b>Billing Address:</b><br>101 West 8 <sup>th</sup> Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>City, State and Zip Code:</b><br>Glenwood Springs, CO 81601                              |
| <b>Billing Contact Person:</b><br>Chris Schau                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Billing Telephone and/or E-mail Address:</b><br>(T) 970-379-1306 (E) chris.schau@cogs.us |
| <p>The Services Exhibits checked below are attached to and made a part of this Agreement on the Effective Date. Any Services Exhibits attached subsequently <b>MUST</b> be attached to this Agreement or be signed separately after the Effective Date. Service Exhibits will become effective on the applicable Exhibit Effective Date in that Exhibit.</p> <p> <input type="checkbox"/> Exhibit A – Residential Services<br/> <input type="checkbox"/> Exhibit B – Commercial Services<br/> <input checked="" type="checkbox"/> Exhibit C – Voice Services<br/> <input type="checkbox"/> Exhibit D – Fax-to-Email Services<br/> <input type="checkbox"/> Exhibit E – Managed Modems Services<br/> <input type="checkbox"/> Exhibit F – Origination &amp; Termination Services<br/> <input type="checkbox"/> Exhibit G – Co-Location Services<br/> <input type="checkbox"/> Exhibit H – Proactive Network Maintenance and RF Analyzer Services         </p> |                                                                                             |

As of the 1<sup>st</sup> day of October 2020, ("**Effective Date**"), Momentum Telecom, Inc. ("**Momentum**") and Customer enter into this Master Services Agreement. Momentum agrees to sell to Customer, and Customer agrees to purchase from Momentum, the Services described in this Agreement and the applicable Service Exhibits, according to the terms and conditions set forth herein and therein. This Agreement shall consist of this cover sheet, the General Terms and Conditions and the Services Exhibits, attached hereto or later signed by both parties (collectively "Agreement").

Momentum and Customer ("Party" or "Parties") agree that each Party has read and understands the Agreement and agrees to be bound hereby. This Agreement shall not be effective until signed and dated by a duly authorized representative of Momentum. The parties have executed this Agreement as of the Effective Date.

**Momentum Telecom, Inc. (Momentum)**

Signature: \_\_\_\_\_  
(Signature above)

Name: Tara Kelley

Title: Senior Vice President of White Label

Date Signed: \_\_\_\_\_

**City of Glenwood Springs Colorado (Customer)**

Signature: \_\_\_\_\_  
(Signature above)

Name: Michael Gardner

Title: Manager

Date Signed: \_\_\_\_\_

## General Terms and Conditions

1. **SCOPE.** Momentum shall provide to Customer the Services specified in the exhibits attached hereto (the "Services Exhibits") during the Term (as defined herein). As used hereinafter, the "Services" may, depending on the context and nature of Customer's orders with Momentum, refer singularly or collectively to Momentum's residential, commercial, voice, or other services offering that currently or in the future is identified as a service of Momentum as specified in the Service Exhibits attached to this Agreement and those from time to time signed by both parties in the future. The Agreement may be amended, modified, supplemented, updated and terminated, from time to time, by the mutual written agreement of the parties. Customer may request new services from Momentum and Momentum may offer new services to Customer and following the mutual written agreement of the parties for such services, the parties shall make such revisions or additions as are necessary to this Agreement and its exhibits. All Services are subject to ongoing availability, including Momentum's ability to offer a Service in compliance with all applicable laws and regulations. All Services Exhibits, as amended and added from time to time by the mutual written agreement of Customer and Momentum, shall be subject to the terms of this Agreement. This Agreement will cover the Services as the Services may be modified, altered, improved or changed from time to time subject to mutual written agreement, whenever possible, by Momentum and Customer. In the event the Parties don't agree to the change, the Customer shall have the right to terminate the Agreement at no cost..
  
2. **TERM.** This Agreement commences on the Effective Date of this Agreement and shall remain in full force and effect as long as there is a Services Exhibit in effect ("Term"). As used hereinafter, "Term" may, depending on the context and nature of Customer's orders with Momentum, refer singularly or collectively to the term of Momentum's residential, commercial, voice, or other services offering to Customer. The term of a Services Exhibit shall begin on the Exhibit Effective Date of that Services Exhibit and continue in effect for the agreed term stated in that Services Exhibit. Customer acknowledges that each Services Exhibit may be terminated only in accordance with its express terms or the terms of this Agreement.
  
3. **CUSTOMER RIGHTS AND OBLIGATIONS.** Momentum's obligation to provide the Services is conditioned upon Customer fulfilling its obligations and the timely payment of all amounts owed pursuant to this Agreement. Customer specifically agrees that each of the obligations set forth in this Section 3 are material and that its failure to comply with any of these obligations shall constitute a material breach of Agreement permitting Momentum to exercise its termination rights pursuant to Section 10. In the event Customer fails to perform such obligations on a timely basis, the time period during which Momentum is obligated to perform any of the Services impacted by Customer's failure shall be extended to the extent so impacted.
  - A. During the Term, Customer agrees to the exclusivity requirements in the Services Exhibits as it relates to that particular Service.
  - B. Customer shall use commercially reasonable efforts to market and promote the Services to prospective End Users. Prior to allowing any End User to access the Services, Customer shall use commercially reasonable efforts to ensure each End User is legally bound to the terms and conditions, privacy policy, acceptable use policy, spam policy or any other applicable terms and conditions specifically stated in the Service Exhibits.
  - C. Customer will be solely responsible to invoice and collect all amounts from End Users related to their use of the Services. Customer's payment obligations under this Agreement are not conditioned upon Customer's receipt of payment.
  - D. Upon reasonable prior written notice and concurrence by the Customer, Momentum shall have only such access as mutually agreed upon by both Parties, to Customer's equipment that is necessary for Momentum to perform the Services, including, without limitation, logins, related passwords and IP addresses (collectively, "Customer Equipment"). Both parties agree not to make changes to any Customer Equipment without prior written notice to (which may be in electronic or email form) and consent by the other party, such consent not to be unreasonably withheld.
  - E. In connection with Customer's marketing obligations hereunder, Momentum grants to Customer a worldwide, nonexclusive, royalty-free, nontransferable right and license to use certain words and designs that Momentum uses to identify and describe the Services ("Momentum Marks"). Customer shall submit all material displaying Momentum Marks to Momentum for its prompt review and approval prior to distribution or publication, such approval to not be unreasonably withheld. The Customer's material shall be deemed to have been approved if Momentum (i) issues a written approval, or (ii) Momentum has not responded in writing within ten business (10) days. Customer's right to use Momentum Marks shall cease upon expiration or termination of this Agreement.
  - F. Customer shall not engage in any activities, practices or business endeavors that would: (i) prevent Momentum's ability to perform its obligations hereunder; (ii) adversely impact the reputation of Momentum or its suppliers; or (iii) constitute a false or misleading representation regarding Momentum or its suppliers or the Services.
  - G. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or in any way affect Momentum's right to provide any services to other parties.
  - H. Momentum reserves the right to propose revised rates and charges or eliminate certain components of the Services in the event of any material change in any law, rule, regulation, or any change in the interpretation, application, enforcement thereof, or in either Party's authorization to provide services or conduct business upon not less than ninety (90) days prior written notice to Customer or any shorter notification period necessitated by the change. The Parties agree to negotiate any such proposed changes to the Agreement in good faith.
  - I. Momentum has no obligation to monitor the content or activities of Customer or End Users on the Services but may do so and may disclose such information only to the extent necessary to:
    - i. satisfy laws, regulations, or government subpoenas;
    - ii. prevent or stop fraud or unlawful use;
    - iii. operate the Services properly;
    - iv. enforce the terms and conditions of the Agreement.
  - J. Notwithstanding anything to the contrary, Customer shall be solely responsible for its compliance with all other federal, state and local laws, rules and regulations, including without limitation CALEA, applicable to Customer or applicable to any other services and functionality that the Customer may include in the delivery and resale of the Service to its End Users. Momentum shall comply with all applicable federal, state and local laws, rules and regulations relating to the responsibilities expressly assumed by Momentum in the delivery of Service under this Agreement. To the extent permitted by law, each party ("indemnifying party") agrees to indemnify, defend and hold harmless the other party, its Affiliates and their officers, directors, employees and agents from and against any third-party claim related to or arising out of the indemnifying party's breach of its obligation under this Section 3J. Notwithstanding, Momentum understands and agrees that Customer's liability is limited under the Colorado Governmental Act, 24-10-101, et seq., C.R.S., as amended.

- K. Customer shall obtain, pay for and maintain during the Term all insurance that is required in any of the applicable Service Exhibits executed by Customer.
- L. Customer represents and warrants:
  - i. Customer has a non-transferrable right to use Momentum software and shall not allow any third parties or third-party providers use of the software without the express written consent of Momentum.
  - ii. Customer's and its End Users' use of the Services will comply with all applicable laws, rules and regulations applicable to their respective uses and performance obligations under this Agreement or any related terms and conditions, acceptable use policy, privacy policy or other policy applicable to each particular Service;
  - iii. Customer will protect the privacy of its End Users under all applicable laws and regulations. Customer may have the ability to access, monitor, use or disclose data available to End Users within the End User accounts. Customer will obtain and maintain consent for all End Users to Customer's access monitoring, use or disclosure of data to Momentum and its suppliers providing Customer with the ability to do so;
  - iv. Customer is authorized to provide all data and information submitted to Momentum and has received all necessary consents from End Users for such disclosure and use;
  - v. Customer will not make any warranty or guaranty regarding the Services except as expressly authorized in writing by Momentum;
  - vi. Customer will use commercially reasonable efforts to implement reasonable physical, technical and administrative safeguards for Customer's information technology systems (including but not limited to as required by law), including without limitation preventing any virus, Trojan horse, worm or other disabling code from being transmitted to or introduced into the Momentum systems that provide the Services;
  - vii. Both parties agree not to make changes to any Customer Equipment directly related to delivery of the Services without prior written notice (which may be in electronic or email form).
- M. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify Momentum of any unauthorized use of, or access to, the Services of which it becomes aware. In any event, Customer shall be responsible for all use of the Services provided to it regardless of whether it is authorized or if Customer provides notice to Momentum.
- N. Customer is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, letters of authorization, and other consents and waivers necessary for installation and activation of all network, systems, facilities, and equipment necessary for Momentum to provide the Services.

#### 4. **PAYMENTS; RIGHT TO CANCEL OR SUSPEND SERVICES.**

- A. Customer agrees to pay Momentum's fees in accordance with the terms of this Section 4 and the Services Exhibits for all Services provided hereunder and all applicable taxes and fees in accordance with Section 5. Momentum will invoice Customer either in advance or arrears pursuant to the pricing terms in the respective Services Exhibit.
- B. All payments to Momentum must be in U.S. funds and shall be made without deduction or set-off.
- C. Any undisputed amount due but unpaid within thirty (30) days of the invoice due date will be charged a late payment fee equal to the lesser of: (i) 1.5% of the unpaid balance per month or (ii) the maximum lawful rate allowed by the state of Colorado and such

late fee will be immediately due and payable without necessity of demand by Momentum. Disputed amounts exclude any Customer claims that the Services do not perform as warranted. A valid dispute will include any claim by Customer regarding mistakes in Momentum's billings.

- D. Momentum shall also have the right, after giving Customer ten (10) days written notice ("Late Payment Notice"), to cancel or suspend any and all Services until Customer has paid any arrearages, including any late fees.
  - E. If Customer objects to any portion of an invoice, the Customer shall so notify Momentum by providing a written notice of dispute within thirty (30) days of the invoice date. Customer shall identify the specific cause of the disagreement and the amount in dispute. If notice of dispute is not given within the time required by this section, then the invoice is deemed to be accepted as submitted. Customer shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Customer on all unpaid disputed invoice amounts that are subsequently resolved in Momentum's favor and shall be calculated on the unpaid balance from the due date of the invoice. Any dispute over invoiced amounts due that cannot be resolved within thirty (30) calendar days of the notice of dispute by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Adjudication provision of this Agreement.
  - F. Customer's execution of this Agreement signifies Customer's acceptance of Momentum's initial and continuing credit review and approval. Momentum reserves the right to condition provision of Services on such credit review and/or reasonable assurance of payment.
  - G. No acceptance of partial payment(s) by Momentum shall constitute a waiver of any rights to collect the full balance owed under the Agreement. Momentum reserves the right to: (a) vary the billing frequency at any time upon mutual written agreement of the Parties; and (b) re-issue any bill if any error is subsequently discovered. If a payment is dishonored or cancelled, Customer shall reissue such payment in a form acceptable to Momentum and pay to Momentum any: (a) resulting bank or other charges incurred by Momentum; and (b) associated reasonable administration charge imposed by Momentum.
  - H. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to each Party under the Agreement or at law or in equity.
5. **TAXES.** All amounts due hereunder are net amounts to be received by Momentum. With the exception of taxes due on Momentum's income, Customer shall be solely responsible for any and all local, state, and federal taxes, duties, fees, and charges of whatever kind imposed by any governmental or quasi-governmental bodies (including, without limitation, any sales tax, services tax, withholding tax, excise tax, ad valorem tax, use tax, value added tax, consumption tax, gross receipts tax, foreign withholding tax (which will be grossed up), excise tax, access tax, bypass tax, franchise tax or other charges) applicable to, imposed on or arising from Customer's operations or the sale or use of any Service provided by Momentum under the Agreement (such charges collectively referred to herein as "Taxes"). Unless otherwise agreed by the parties in writing, Customer shall be solely responsible for the determination and calculation of all Taxes and shall pay such Taxes directly to the taxing body. In the event Momentum (or its agents or affiliates) are required to pay any Tax, Customer shall reimburse Momentum for such payments upon invoice from Momentum. Reimbursement charges for Taxes may be changed or added by Momentum without notice as a result of any change in the applicable tax law or tax rates. Customer will also be solely responsible to pay any Taxes that become applicable retroactively. Notwithstanding, Momentum shall notify Customer in writing of all known or anticipated taxes to be paid by the Customer promptly after Momentum becomes aware of such tax and/or changes in tax law or tax rates.



**6. LIMITED WARRANTY; DISCLAIMERS.** Momentum represents and warrants to Customer that Momentum has the right to furnish the Services to Customer as provided hereunder. The warranties with regard to any equipment provided by Momentum for Customer's use are extended solely by the manufacturer(s) of such equipment to the extent such warranties are assignable to Customer. The warranties with regard to any third-party software provided by Momentum for Customer's or any End User's use in connection with the Services are extended solely by the licensor(s) of such software in accordance with the warranty, if any, of such licensor. EXCEPT FOR THE LIMITED WARRANTY CONTAINED IN THE FIRST SENTENCE OF THIS SECTION 6, THE SERVICES (INCLUDING WITHOUT LIMITATION ALL PROPRIETARY SOFTWARE OF Momentum AND ITS THIRD PARTY PROVIDERS THAT CUSTOMER MAY HAVE THE RIGHT TO USE IN CONNECTION WITH SUCH SERVICES) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND Momentum AND ITS THIRD PARTY PROVIDERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. Momentum DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. Momentum makes no representation or warranty as to the extent of regulation applicable to Customer or its services.

**7. INDEMNIFICATION.**

- A. To the extent permitted by Colorado law, which prohibits governmental entities from pledging their credit for the benefit of private corporations or assuming liabilities unsupported by appropriations, Customer shall indemnify, defend and hold harmless Momentum and its Third Party Providers and their officers, managers, members, representatives, agents, suppliers, and employees ("Indemnified Parties") from and against all damages, losses, fines or forfeitures, costs and expenses, including reasonable attorneys' fees, penalties and interest (collectively, "Costs"), arising from or relating to Customer's or its End Users' use, resale or modification of the Services, including without limitation: (i) any fraud or unauthorized use of the Services; (ii) any claim by Customer, its End User(s) or any third party relating to the use of the internet by Customer, an End User or any third party, including (a) unauthorized access of any data or files sent or received, (b) receipt of files or software containing virus or other damaging or destructive attributes, (c) access to content on the internet that is infringing, inaccurate, abusive, obscene, profane or sexually offensive or (d) failure of any blocking or filtering software, (iii) problems resulting from the Customer or End User combining or integrating the Services with other products, services, systems or software; (iv) any infringement, misappropriation or violation of the intellectual property rights resulting from any use of the Services (including without limitation the software that is provided by Momentum in connection with the Services and its graphical user interface) or modification thereof by the Customer or any agent, employee, representative, End User or transferee of the Customer; and (v) any use of the Services (including without limitation Customer modification or configuration of the Services to manage network traffic) in violation of federal law, policy or regulation or the terms of this Agreement, or Customer's gross negligence or willful act or omission arising out of or related to the Agreement; provided that Customer is given prompt written notice of such claim by Momentum Notwithstanding the foregoing, Customer shall have no indemnification obligation for Costs to the extent that such Costs (i) were caused by the gross negligence or willful misconduct of Momentum, its agents, employees, officers or

subcontractors, or (ii) arise from a claim that the Services, in the form originally furnished by Momentum, infringe any third party's proprietary rights. Notwithstanding, Momentum understand and agrees that Customer's liability is limited under the Colorado Governmental Act, 24-10-101, et seq., C.R.S., as amended.

- B. Momentum will defend, indemnify and hold Customer harmless against any damages awarded in a final judgment by a court of competent jurisdiction arising out of any suit, claim, or proceeding (collectively referred to as a "Claim") that alleges (i) gross negligence or willful misconduct of Momentum in the performance of its obligations hereunder; (ii) the Services in the form originally furnished by Momentum violate federal law; or (iii) the Services in the form originally furnished by Momentum infringe or misappropriate any U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret of any third party; provided, that (i) Customer promptly notifies Momentum in writing of any such Claim; (ii) Customer makes no admission of liability and gives Momentum sole authority, at its expense, to direct and control all defense, settlement or compromise negotiations; (iii) Customer provides Momentum with full information and assistance that may be reasonably required to defend any such Claim. Momentum will have no obligation or liability with respect to any Claim based upon (i) any Service (including any software related thereto) that has been altered by the Customer without Momentum's approval; (ii) any customer proprietary information or Marks; (iii) the combination, operation or use of any Service with products not furnished by Momentum when such combination is part of any allegedly infringing process; or (iv) use of the Services in breach of this Agreement. If the Services become, or in Momentum's opinion is likely to become, the subject of a Claim, Momentum may at its option (i) procure for Customer the right to continue using the Services, or (ii) provide Customer a replacement or modified Service that is non-infringing. If neither of the foregoing alternatives is reasonably available to Momentum as determined by Momentum, then Momentum may terminate this Agreement upon thirty (30) days written notice to Customer, and Momentum will refund to Customer any amounts Momentum received from Customer for the Services provided the six (6) months immediately preceding the date of termination. The foregoing states the entire liability of Momentum and the sole and exclusive remedy of Customer with respect to indemnification for patent, trademark, copyright and trade secret infringement or misappropriation related to the Services.

- 8. LIMITATION OF LIABILITY.** WITH THE EXCEPTION OF SECTION 7B INDEMNIFICATION AND SECTION 9 CONFIDENTIALITY, THE ENTIRE LIABILITY OF Momentum AND ITS THIRD PARTY PROVIDERS OF WHATEVER NATURE ARISING IN CONNECTION WITH THIS AGREEMENT AND ITS RESPECTIVE SERVICES EXHIBITS, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONTHLY RECURRING FEES ACTUALLY PAID BY CUSTOMER TO Momentum FOR THE SERVICES THAT WERE PROVIDED PURSUANT TO THE SERVICES EXHIBIT FROM WHICH THE LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHICH THE EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS. IN NO EVENT SHALL Momentum OR ITS THIRD PARTY PROVIDERS (OR THEIR OFFICERS, MANAGERS, MEMBERS, AGENTS, AFFILIATES, REPRESENTATIVES AND EMPLOYEES) BE LIABLE TO CUSTOMER, ITS END USERS OR AFFILIATES (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR LOST TIME, SAVINGS, PROPERTY, DATA, PROFITS OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER Momentum OR ITS THIRD PARTY PROVIDERS HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGE OCCURRING OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS

LIABILITY OR OTHERWISE. In no event shall Momentum be liable for any loss, damage or claim arising out of or related to: Any act or omission of Customer or its End Users consisting of: (i) any unlawful, tortious, or unauthorized use of the Services; (ii) infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications; (iii) breach in the Customer's network resulting in privacy or security of communications transmitted; (iv) any non-completion of communications due to Customer's network; or (v) failures or breach of protective measures on Customer's network.

**9. CONFIDENTIALITY.** Neither party shall disclose the terms of this Agreement except (i) as required by applicable law or regulation, including but not limited to the Colorado Open Records Act, (ii) to its employees and agents with a need to know such terms, or (iii) in connection with a potential merger or sale of all or substantially all of its assets; provided that the receiving party agrees in writing to be bound by substantially similar restrictions to the ones contained in this Agreement.

**A.** For the purposes of this Agreement, "Confidential Information" means any and all (i) technical and non-technical information including patent, trade secret and proprietary information, software, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment and algorithms related to the Services, and related documentation, (ii) information relating to names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) all non-public Customer information including but not limited to Customer's End User's personal identifiable information; (iv) information designated Confidential Information pursuant to this Agreement; (v) trade secrets, and (vi) information designated by either party as confidential in writing or, if disclosed orally, reduced to writing within thirty (30) days. Notwithstanding the foregoing, the confidentiality restrictions contained in Section 9B shall not apply to Confidential Information of a disclosing party that: (1) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (2) is previously known and has been reduced to tangible form by the receiving party at the time of disclosure, as shown by contemporaneous written documentation, and is not subject to restriction; (3) is independently developed or learned by either party, without any reliance upon any Confidential Information of the other party; (4) is lawfully obtained from a third party who has the right to make such disclosure; or (5) is released for publication in writing. The Parties agree and acknowledge that Customer is subject to and required to comply with the requirements of the Colorado Open Records Act (C.R.S. § 24-72-101 et seq.) and the Colorado Open Meetings Law (C.R.S. § 24-6-401 et seq.) and that Customer shall not be deemed to breach or otherwise be in violation of the terms and conditions of this Agreement as a result of actions taken in compliance with said statute.

**B.** Each party agrees that it will not and will ensure that its employees, agents and contractors will not make use of, disseminate, or in any way disclose any Confidential Information of the other party or a Third Party Provider of the other party to any person, firm or business, except (i) as may be reasonably necessary for such party's performance of its obligations and exercise of its rights under this Agreement, and (ii) for any purpose the disclosing party may hereafter authorize in writing or as mandated to be disclosed by law. Each party's obligations under this Section 9 will continue in effect during the Term and for three (3) years thereafter, provided however, each party's obligations with respect to information that is a trade secret and/or Customer's End User's personal identifiable information shall continue so long as such information is deemed a trade secret under applicable law. If the Confidential Information is mandated to be disclosed by law then the disclosing party will give the other party immediate notice to allow that party time to attempt to enjoin the production of such information. Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information,

and each party represents that it exercises reasonable care to protect its own Confidential Information.

**10. SUSPENSION AND TERMINATION.**

**A.** In addition to any other rights at law or in equity, Momentum may immediately suspend the delivery of any or all Services and/or terminate this Agreement or the applicable Services Exhibit at any time in the event that Customer (i) becomes insolvent or bankrupt or ceases paying its debts to third-parties or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; or (ii) breaches any material term of this Agreement, except for breaches for non-payment, and fails to remedy such breach within thirty (30) days after receipt of written notice from Momentum; or (iii) fails to pay any arrearages, including any late fees, within the appropriate time frame after Momentum has provided Customer with a Late Payment Notice

**B.** Customer may terminate: (i) the Services Exhibit of this Agreement for breach of that Services Exhibit by Momentum subject to Customer providing Momentum thirty (30) days after receipt of written notice from Customer and an opportunity to cure during such thirty (30) day period (other than for any Service related claims, which shall be governed by the remedies set forth in this Agreement); or (ii) the Agreement for breach of a material term of the Agreement by Momentum, except where such term is only applicable under a Services Exhibit, and fails to remedy such breach within thirty (30) days after receipt of written notice from Customer and an opportunity to cure during such thirty (30) day period (iii) the Services Exhibit at the end of the Exhibit Term by providing the proper notice pursuant to the terms the Agreement. Customer is entitled to terminate the entire Agreement based on a default of any Services Exhibits. Customer shall submit to Momentum formal written notice of termination to Momentum in accordance with the Section 17 of this Agreement and such notice shall contain the reason for and date of termination.

**C.** In the event of termination or expiration of the Term of this Agreement: (i) each party shall immediately either return all Confidential Information of the other party that has been furnished to it or destroy such materials and certify in writing to the other party that such party has complied with the provisions of this section; and (ii) Customer shall be immediately liable for all amounts owed under the Agreement up to and including on the date of termination and such amount will become due and payable subject to payment terms in this Agreement. Upon any termination or expiration of this Agreement for any reason, all rights and obligations of the parties under this Agreement shall cease except for: (i) the obligations of either party to make any payments to the other which have accrued as of the effective date of such termination or expiration and (ii) the rights and obligations of the parties pursuant to Sections 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 21, 22, and 23 of this Agreement and all provisions of the Services Exhibits that either (a) expressly state they will survive or (b) should survive in order to fulfill the provision.

**D.** In the event that any Services Exhibit or this Agreement is terminated for any reason other than pursuant to Section 10B, Customer shall remain liable to pay Momentum for all charges accrued but not paid for as of the termination date.

**E.** In the event Customer sells or otherwise disposes of a system or set of systems that are being served under this Agreement, and the Agreement is not assumed by the purchaser of the affected system(s), the Customer agrees to pay Momentum the sale/disposal fees as outlined in each of the Services Exhibit in addition to all charges accrued but not paid for as of the sale/disposal date.

**F.** Both Parties agree that no termination shall be effective unless formal notice is delivered by the terminating party to the other party pursuant to the Section 17 of this Agreement.

**11. NON-RECRUITMENT OF EMPLOYEES.** Momentum and Customer recognize and acknowledge that their employees possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party has incurred substantial expense

in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit directly a present employee of the other party during the Term and 1 year after without the other party's prior written consent.

- 12. PROPRIETARY RIGHTS.** This Agreement shall not be construed to grant to Customer, any End User or any other third party any ownership right, title or interest in any intellectual property rights embodied in or associated with the Services (including without limitation the software that may be provided by Momentum in connection with the Services and its graphical user interface and any modifications or enhancements thereto) other than a non-exclusive, limited right and license to use and access such software and user interfaces as may be necessary to utilize the Services during the term of this Agreement. All intellectual property rights, title and interest in the methodology, technology and know-how that Momentum uses to perform the Services shall remain exclusively with Momentum and its licensors, as applicable. Customer shall not and shall not permit any third party to disassemble, reverse engineer or similarly manipulate all or any portion of such software, or create derivative works based on such software. Unless the parties mutually agree otherwise in writing, as between Customer and Momentum, Momentum will own all rights, title, and interest in any custom developments relating to the Services or any related software, including all rights, title, and interest in all worldwide copyrights, trade secrets, trademarks, service marks, patents, utility models, industrial designs, confidential and proprietary rights or any other intellectual property category known or to be known, therein. Customer acknowledges that any breach by it of Section 9 or this Section 12 will result in irreparable harm to Momentum for which remedies other than injunctive relief may be inadequate, and that Momentum shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such breach, without posting a bond, in addition to other appropriate remedies.

- 13. PUBLICITY.** Momentum will have the right to include Customer's name in its list of clients, for both internal and external use. Subject to Customer's prior written consent at its sole discretion, Momentum shall also have the right to use the Customer name and logo in sales and marketing collateral, press releases, and in Momentum presentations.

**14. ASSIGNMENT; AMENDMENT.**

- A. Neither party hereto may assign, subrogate or transfer any interest, obligation or right under this Agreement, whether voluntarily, by operation of law or otherwise, without the prior consent of the other party (which consent shall not be unreasonably withheld, delayed or conditioned), and any such attempt shall be null and void. Notwithstanding the foregoing, (i) Momentum may assign this Agreement, in its entirety, without the other party's consent, to any direct or indirect wholly-owned subsidiary of Momentum, and (ii) either Party shall assign this Agreement to any legal entity which acquires all or substantially all the assets and business of such party, whether by merger, sale of stock, sale of all or substantially all the assets and business of such party, reorganization, recapitalization, or other form of business combination or consolidation ("Acquiring Party"), and that Acquiring Party shall be legally bound by the terms and conditions of this Agreement, and the assigning, selling or reorganizing Party shall remain liable under this Agreement also. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.
- B. Momentum is entitled to delegate the performance of the Services to other parties and to change those parties from time to time in its discretion. Notwithstanding, Momentum shall remain solely responsible for all obligations under this Agreement.
- C. No additional terms, consent, waiver, alteration or modification of any provision of this Agreement shall be binding unless both parties agree in writing.

- 15. NO WAIVER; SEVERABILITY.** Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision and shall not in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.
- 16. FORCE MAJEURE.** Notwithstanding anything herein to the contrary, Momentum shall not be liable to Customer or any third party for any failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, failure in operation of the relevant portion of the Internet due to a technology failure (other than arising out of the neglect or mishandling by Momentum) or failure in the performance of a third-party or its equipment, acts of any governmental body, declared and/or undeclared war or any act of war or resemblance thereto, terrorism, insurrection, sabotage, embargo, fire, flood, pandemic, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services, cable cut, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Services.
- 17. NOTICES.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses specified in the cover page of this Agreement or such other addresses as may later be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via regular U.S. Mail or overnight delivery; (ii) when delivered in person to the party; (iii) when deposited in either registered or certified U. S. Mail, return receipt requested, postage prepaid; or (iv) when delivered to a nationally recognized overnight courier service.

For Customer, Notices shall be sent to the address provided in the Customer Information section, unless specified differently herein:

City of Glenwood Springs                     

*Physical address only:*

Glenwood Springs, CO 81601 \_\_\_\_\_

*City, State and Zip Code*

*Attention:*

For Momentum, Notices shall be addressed to:

**Momentum Telecom, Inc.**  
**1 Concourse Parkway NE, Suite 600**  
**Atlanta, GA 30328**  
**Attention: Chief Financial Officer**

- 18. CONTRACTORS.** Momentum may engage third parties to provide certain services in connection with this Agreement. Regardless of whether any services are subcontracted to third parties, Momentum shall be responsible for performing its obligations under this Agreement. To the extent that Momentum engages third party subcontractors, Momentum shall be solely responsible for any payments due to such subcontractors
- 19. NO PARTNERSHIP; GOVERNING LAW; ADJUDICATION.** This Agreement will not be construed as constituting either party as partner, joint venture, fiduciary or employee, or employer of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other. Both parties agree to waive trial by jury for the

adjudication of any disputes arising under or related to this Agreement. Any disputes arising under or related to this Agreement may be adjudicated in federal court in Denver, Colorado . The prevailing party shall be entitled to recover all costs of the adjudication, including attorneys' fees and expenses, from the non-prevailing party in any adjudication under this Agreement.

**20. NO THIRD-PARTY BENEFICIARIES.** Except for the third-party providers to which Momentum may from time to time delegate performance of some of the Services and except as stated otherwise in Article B Third Party Provisions of a Services Exhibit, the terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement, including without limitation, Customer's End Users.

**21. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Each party agrees that the execution and delivery of this Agreement by facsimile or by e-mail shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or e-mail signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

**22. CONFLICT.** In the event of any conflict between General Terms and Conditions of the Agreement and the terms and conditions of

any Services Exhibit or other attachments to this Agreement, the order of precedence is as follows: (1) the Services Exhibits attached hereto or hereafter signed by Customer and Momentum, (2) the General Terms and Conditions of this Agreement, (3) all other attachments provided herein. In the event of any conflict between the terms and conditions of any Services Exhibit, with another Services Exhibit or another part of this Agreement, the terms and conditions of the Services Exhibit shall control and govern over the other Services Exhibits and the other portions of this Agreement with respect to the Services described in that Services Exhibit.

**23. ENTIRE AGREEMENT.** This Agreement, including any Services Exhibit executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Services and supersedes all prior agreements, understandings, proposals, or representations relating to the Services, which are of no further force or effect.

**24.** To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the Customer, it shall be subject to annual appropriation by Customer's City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The Customer shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.

**Momentum Telecom, Inc.**  
**1 Concourse Parkway, Suite 600**  
**Atlanta, GA 30028**  
**Tel: (205) 978-3425 Fax: (678) 581-8306**

**Momentum USE ONLY**

Customer ID: \_\_\_\_\_  
 Term Start Date: first invoice  
 Term (yrs): 3 years

**EXHIBIT C: Voice Services****PROPRIETARY INFORMATION**

| Customer Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Legal Name of Company ("Customer"):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Doing Business As (d/b/a) :</b> |
| City of Glenwood Springs, Colorado                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |
| <b>Term and Exhibit Effective Date</b><br>As of the <u>1<sup>st</sup> day of October, 2020</u> , (" <b>Exhibit Effective Date</b> "), Momentum Telecom, Inc. (" <b>Momentum</b> ") and <u>Customer</u> enter into this Exhibit C for Voice Services. This Exhibit C is hereby made a part of the Master Service Agreement dated <u>October 1, 2020</u> , on the Exhibit Effective Date. The Master Services Agreement and this Exhibit C together with any other Exhibits or amendments are collectively the " <b>Agreement</b> ".<br><br>This Exhibit C shall commence on the Exhibit Effective Date and shall continue for a period of 3 years from the Commencement Date ("Initial Term"). The term may be renewed for successive 1-year periods ("Renewal Term") up to a maximum of two (2) years by mutual written agreement by the Parties. The Initial Term and Renewal Term shall together be referred to as the "Term". The "Commencement Date" is the date Momentum first invoices Customer for the Services provided under this Exhibit C (not including any invoices for one-time set-up fees).<br><br>Notwithstanding the foregoing, the term of each specific voice service shall be set forth in the relevant White Label Price Book. This Exhibit C shall remain in full force and effect as long as there is a White Label Price Book in effect. Customer acknowledges that each White Label Price Book may be terminated only in accordance with its express terms, the terms of this Exhibit C, or the terms of this Agreement. |                                    |
| <b>Services and Fees</b><br>Momentum agrees to provide the voice-over-IP services (" <b>Voice Services</b> " or " <b>Services</b> ") described herein. Customer shall pay Momentum in accordance with the terms of this Services Exhibit C and the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |
| <b>White Label Price Book</b><br>The White Label Price Books is attached to and made a part of this Services Exhibit C. Any changes to the White Label Price Books attached made subsequently <b>MUST</b> be attached as part of an amendment to the Agreement:<br><input checked="" type="checkbox"/> White Label Price Catalog<br><input checked="" type="checkbox"/> Schedule P-1: Additional Pricing Terms & Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |

Momentum agrees to sell to Customer, and Customer agrees to purchase from Momentum, the Services described in this Exhibit C, according to the terms and conditions set forth herein. Services and service providers are subject to change by mutual written agreement by the parties, not to be unreasonably withheld. This Exhibit C shall consist of this cover sheet, the Exhibit Terms and Conditions and the White Label Price Book, attached hereto. This Exhibit C hereby incorporates the terms of the Agreement ("Agreement Terms") and the terms of this Exhibit C ("Exhibit Terms").

Momentum and Customer (each a "Party" or collectively "Parties") agree that each Party has read and understands the Agreement and agrees to be bound thereby. In the event of a conflict between the Agreement Terms and the Exhibit Terms, the Exhibit Terms shall control. This Exhibit C shall not be effective until signed and dated by a duly authorized representative of Momentum. The parties have executed this Exhibit C as of the Exhibit Effective Date.

**Momentum Telecom, Inc. (Momentum)**

Signature: \_\_\_\_\_

Name: Tara Kelley

Title: Senior Vice President of White Label

Today's Date: \_\_\_\_\_

**City of Glenwood Springs, Colorado (Customer)**

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_

## Exhibit Terms and Conditions

### Article A – General Provisions

1. **Scope.** This **Exhibit C** sets forth the terms and conditions under which Momentum shall provide to Customer during the Term the voice-over-IP services ("**Voice Services**" or "**Services**") specified in the White Label Price Book attached hereto (the "**White Label Price Book**").
  - 1.1. The Voice Services permits Customer to provide originating and terminating local and long-distance IP-based voice services to End Users via a broadband connection.
  - 1.2. The Voice Services performs an IP to PSTN hand-off (and vice-versa) by converting the IP-based communications originated by End Users to the TDM (or related protocol) used by end-users on the PSTN and facilitates a connection between the two networks. End User-originated calls will be routed to Momentum via IP.
  - 1.3. Customer agrees that only Momentum, and not Customer, shall have a right to collect and retain any terminating access charges, reciprocal compensation or other types of intercarrier compensation from the carriers delivering traffic to End Users. Any such collection by Customer shall be a material breach of the Agreement, and any such funds collected shall be immediately remitted to Momentum.
  - 1.4. **Limitations.** The Service is available only in select Markets as determined by Momentum in its sole discretion. Service is limited to End Users physically located in areas served by Momentum. Customer shall in all cases assign telephone numbers to End Users based on the End Users' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Service is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. The Service may not support and Momentum reserves the right to not accept 976, 900, 101XXXX and such other call types in which charges typically would be billed to the originating caller on behalf of a third party terminating carrier and Momentum might be expected to act as a collection agent. If Momentum completes any such call, Customer is responsible for paying all charges passed through by Momentum.
2. **Exclusivity.** Customer agrees that Momentum shall be the exclusive provider of Voice Services (or any similar services) to Customer during the Term. Customer shall not purchase services similar to the Voice Services from any other party during the Term. Momentum agrees not to provide Wholesale voice services (or any similar services) to any other entity within the city limits of Glenwood Springs, Colorado.
3. **Voice Interoperability Testing.** In the event interoperability testing is required, to be determined in Momentum's sole discretion, Momentum and Customer shall jointly conduct interoperability testing of the Voice Services to ensure that Momentum can support Customer's call flows. The Parties shall alert one another of any changes to their respective networks and the Parties shall jointly determine whether additional testing is required as a result of those changes. Momentum reserves the right to cancel (without liability) any Customer Order(s) or White Label Price Book in instances where Customer fails the initial testing or has implemented network or operational changes without successfully completing additional interoperability testing.
4. **Customer Prerequisites and Obligations.** Customer qualifies for the Voice Services under this Exhibit C only if it continuously meets all of the following contractual conditions for the Term:
  - 4.1. In addition to all other Customer responsibilities as set forth in this Exhibit C, Customer shall be responsible for the following for all its End Users:
    - 4.1.1. providing broadband Internet connectivity for each End User whether provided by Customer or third-parties;
    - 4.1.2. providing all equipment, software, facilities and/or connectivity necessary for the End User's voice over IP communications to reach and interoperate with the Voice Services and Momentum's network;
    - 4.1.3. providing all other equipment, software and other facilities to be installed at the End Users' premises, including without limitation, routers, IP enabled phones and/or analog terminal adapters;
    - 4.1.4. inputting, validating, timely updating, and maintaining End User information in the Momentum online integrated provisioning system so that Momentum can submit such Customer-provided information to all applicable national databases, including, without limitation, all 911/E911 databases, Automatic Local Identification (ALI), Line Information Database (LIDB), Directory Assistance/Directory Listing (DADL), and Caller ID with Name (CNAM). In the event of an address geo-coding or MSAG validation failure, Momentum will make commercially reasonable efforts to resolve the records in error, but Customer bears full responsibility for any resulting delays. Addresses in error that cannot be resolved will be returned to the Customer for handling individually with the Customer's End User;
    - 4.1.5. making all filings and payments required by law of interconnected VoIP service providers, including but not limited to the annual FCC Form 499-A; quarterly Form 499-Q (if required); the annual FCC Customer Proprietary Network Information certification; bi-annual FCC Form 477; state and federal universal service contributions, 911 assessments and all other applicable taxes, fees and assessments;
    - 4.1.6. Customer may enter into an agreement with each End User in a form customary for the industry. Customer will use commercially reasonable efforts to enforce the terms and conditions of all agreements between Customer and Momentum as applicable. Customer's services will comply with all applicable laws, rules and regulations applicable to their use, as well as Customer's acceptable use and privacy policies (which must comport with the terms of this Agreement and applicable law), and acknowledge that Customer and its suppliers may suspend or terminate service upon reasonable belief that unlawful or non-compliant usage or purpose is detected.
  - 4.2. Customer expressly agrees not to use Services associated with the unlimited inbound or outbound calling for auto-dialing, continuous or extensive call forwarding, call center traffic, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard calling patterns. Momentum reserves the right, at its own discretion, to seek redress for, terminate or convert to metered usage any such services, upon not less than five (5) days prior written notice to Customer.
  - 4.3. Customer must comply with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to "do not call" lists or registries.
  - 4.4. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail.



- 4.5. Customer shall manage and correct, as necessary, any fraudulent calling patterns and shall otherwise screen and block invalid calling. Momentum shall have the right (but not the obligation) to take protective action against Customer or individual End Users in order to protect Momentum's network which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in Momentum's reasonable discretion).
- 4.6. Customer must obtain all necessary authorizations and provide all necessary End User data in order to port an End User to Momentum's network, including but not limited to (i) a blanket Letter of Authorization ("LOA") executed by the End User or a valid Third Party Verification ("TPV"); (ii) list of all TNs for porting; (iii) End User service address, billing address, and 911 address; (iv) DA/DL information; (v) CNAM information; (vi) device information (type, make, model, and MAC address); and (vii) time zone.

## 5. Emergency Services 911 Dialing.

- 5.1. Limitations of 911 Service. Momentum shall provide 911 Services to Customers and End Users as part of the Voice Services, subject to the following limitations, all of which are acknowledged and agreed to by Customer:
  - 5.1.1. 911 Services shall only be available in the Rate Center associated with the particular DID/DOD as defined by the LERG and only if the End User's service address is within such Rate Center.
- 5.2. All of your End Users will have access to either basic 911 or Enhanced 911 (E911) service. You must ensure that the contracts with your End User's contain the following language
  - 5.2.1. The following information relates to emergency services dialing and is an important part of the terms and conditions for Digital Voice service as provided by Longmont Power & Communications ("LPC Digital Voice Service"). Your signature on the "Customer Acknowledgement and Authorization" acknowledges that you have read, understood, and accept the limitations of LPC Digital Voice Service and its reliance on VoIP (Voice over Internet Protocol) relative to emergency services & 911 dialing as described below.

**"PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE LPC DIGITAL VOICE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF LPC 911 EMERGENCY DIALING SERVICE ("LPC E911 SERVICE"), AND UNDERSTAND THE DISTINCTIONS BETWEEN LPC E911 SERVICE AND TRADITIONAL 911 CALLS.**

**LPC E911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE LPC E911 SERVICE WITH YOUR CURRENT LOCATION**

**LPC E911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**

**LPC E911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY LPC**

**YOU SHALL INDEMNIFY LPC FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY USER OF THE LPC DIGITAL VOICE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING LPC E911 SERVICE.**

**All of LPC Digital Voice Service customers have access to Enhanced 911 (E911) service ("LPC E911 Service"). With LPC E911 Service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Although they**

**have access to this information, please be prepared to provide any information requested by the emergency operators, if possible.**

**Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center.**

**Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.**

### **Registration of Physical Location Required.**

**Use of LPC Digital Voice Service is permitted only at the address to which it is registered. Use from an alternate location is strictly prohibited. Should LPC be required to direct emergency personnel, the location information that is provided to an emergency operator is always the address that you provided when the Service was ordered. In addition, you are agreeing to cooperate with LPC's efforts to provide you with LPC E911 Service. For example, it is incumbent on you to confirm the accuracy of your physical address with LPC. For purposes of LPC E911 Service, you may only register one location at a time for each phone line. Regardless of what address you register for a portable device, emergency calls you make from these devices will be routed to the LPC Digital Voice Service national emergency response center.**

### **Notify All Users / Inform All Present.**

**You are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize LPC Digital Voice Service of the important differences in and limitations of E911 Service as compared with traditional 911 land line or cell phone service.**

### **Re-Registration Required if You Change Your Number or Add or Port New Numbers.**

**LPC E911 Service does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from LPC.**

### **Confirmation of Activation Required.**

**Your LPC E911 Service will not be activated for any phone line that you are using with the LPC Digital Voice Service, unless and until you receive an email from LPC confirming that the LPC E911 Service has been activated for that primary phone number. The activation may take up to three days to complete.**

### **Service Outages.**

**You acknowledge that LPC is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination of your LPC Digital Voice Service or any failures resulting from local or national disasters.**

**a. Service Outages Due to Power Failure or Disruption. You acknowledge and understand that the LPC E911 Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, LPC Digital Voice Service, including LPC E911 Service, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the VoIP device prior to utilizing LPC Digital Voice Service, including LPC E911 Service.**

**b. Service Outages Due to Internet Outage or Suspension or Disconnection of Service. Service outages or suspensions or disconnections of LPC Digital Voice Service by LPC will prevent all LPC Digital Voice Service, including LPC E911 Service, from functioning. You acknowledge and understand that the LPC Digital**

Voice Service and E911 Service requires a fully functional broadband connection to the Internet, which is provided by LPC as part of the LPC Digital Voice Service package.

c. **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all LPC Digital Voice Service, including LPC E911 Service, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

#### **Network Congestion & Reduced Speed.**

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing LPC Digital Voice Service as compared to traditional 911 dialing over traditional public telephone networks.

#### **Disclaimer of Liability and Indemnification.**

LPC does not have any control over whether, or the manner in which, calls using the LPC E911 Service are answered or addressed by any local emergency response center. LPC disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. LPC relies on third parties to assist us in routing 911 calls to local emergency response centers and to a national emergency calling center. LPC disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. You acknowledge and understand that LPC will not be liable for any LPC Digital Voice Service outage and/or inability to dial 911 using the LPC Digital Voice Service or to access emergency service personnel due to the characteristics and limitation of the LPC Digital Voice Service as set forth in this document. You agree to defend, indemnify, and hold harmless LPC, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the LPC Digital Voice Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the LPC Digital Voice Service relating to the absence, failure or outage of the LPC Digital Voice Service, including those related to the LPC E911 SERVICE, incorrectly routed LPC E911 Service calls, and/or the inability of any user of the LPC Digital Voice Service to be able to use LPC E911 SERVICE or access emergency service personnel.

#### **Alternate 911 Arrangements.**

You acknowledge that LPC does not offer Lifeline service, and that if you are not comfortable with the limitations of the LPC E911 Service, LPC strongly recommends that you always have an alternative means of accessing emergency service.

- 5.3 If the contract you currently have with your customers has language different from that quoted above, you must send a copy of that contract to Momentum's Legal Department for approval before your service will be activated.

#### **6. Customer Order Process.**

- 6.1. Momentum shall determine acceptance of Orders for new services in accordance with the policies and procedures in effect when the Order is placed. Customer's request for Services shall include a good-faith DID/DOD and usage forecast as required by Section 6.4 below. Upon execution of this Exhibit, or during the initial launch process, the Parties shall agree to a service testing and acceptance schedule and tentative service activation date.
- 6.2. Orders. Following activation of Voice Services in any Market, Customer may submit order(s) to activate service to individual End Users for use of Voice Services within such Market ("Order"). Orders may be submitted by Customer through an on-line web portal ordering system. This system may be connected, by way of integration or other means, to another system which may provide the required data to Momentum

through automation or other means. Any such third-party system would require prior approval from Momentum. Momentum shall not be liable or responsible in any way if any such third-party system results in errors in order entry, billing or any other area. The ordering system will allow Customer to (i) submit Orders; (ii) maintain, update and validate End User information pursuant to Section 4.1.4; (iii) submit End User related change orders; (iv) disconnect End Users; and (v) perform such other functionality as Momentum makes available from time to time.

- 6.3. Confirmation. Following Customer's submission of an Order and subject to DID/DOD availability or completion of any porting pursuant to Section 7 (as applicable), Momentum will provide Customer with a confirmation (via electronic or other means) that the End User has been activated together with the assigned DID/DOD.

- 6.4. Forecasts. Contemporaneous with submission of any Market Order and on an ongoing calendar quarter basis thereafter, Customer shall make reasonable efforts to provide Momentum with a non-binding demand forecast setting forth Customer's estimated forecasted usage and DID/DOD quantities by Market or Rate Center to facilitate Momentum's planning efforts in support of Customer. Customer shall deliver such quarterly forecasts to the Momentum account team assigned to Customer (or to such other address provided by Momentum to Customer from time to time). Momentum shall treat these forecasts as Confidential Information in accordance with the Agreement. Momentum will take responsibility with respect to the Numbering Resource Utilization/Forecast ("NRUF") reports with the North American Numbering Plan Administrator and, absent changes in law or filing requirements, Customer need not separately submit such reports.

#### **7. Voice Local Number Portability.**

- 7.1. Porting In. Upon submission of an End User Order, Customer may elect to port an existing telephone number to Momentum ("Port-In") for activation on behalf of the particular End User for use of the Service. Momentum will support all valid requests in serviceable Rate Centers and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Momentum's standard operating procedures. Customer hereby represents and warrants to Momentum that Customer has all necessary rights and authority necessary for any Port-In, will provide copies of letters of authority authorizing the same upon request and Customer hereby agrees to indemnify, defend and hold harmless Momentum and its officers, managers, members, representatives and employees from and against any third party claim related to or arising out of any Port-In (or request for Port-In).

- 7.2. Porting Out. Customer acknowledges and agrees that Momentum may receive requests by an End User or third-party providers acting as agent on behalf of an End User ("Requesting Party") to port a telephone number currently assigned to an End User to a third party providers ("Port-Out"). The parties agree that Momentum will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with Momentum's Port-Out practices. Upon completion of the Port-Out, the Service associated with that TN shall be deemed disconnected and Customer shall be responsible for all charges that accrued through the date of the port completion.

- 7.3. Telephone Number Assignment. Customer acknowledges that use of the Service does not give it or End Users any ownership or other rights over telephone numbers. Momentum will exercise commercially reasonable efforts to gain access to telephone numbers to support the Service as forecasted by the Customer, but Momentum does not guarantee such availability. Momentum may upon ten (10) days' prior written notice reclaim any telephone numbers provided by Momentum hereunder that have not been used by Customer in connection with the Service

within the immediately preceding one hundred and twenty (120) day period. No refunds shall be made to Customer regarding reclaimed telephone numbers.

## **8. Directory Listings.**

- 8.1.** At Customer's request, Momentum may collect End User subscriber listing ("SL") information provided by Customer for placement in appropriate directories (including, but not necessarily limited to, "white pages," "yellow pages," electronic directories, and directory assistance databases). Momentum does not publish or maintain directories itself, but provides subscriber listing information to unaffiliated directory publishers and directory assistance service providers that request it. Once subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance databases, they may be sorted, packaged, repackaged and made available again in different formats by anyone. Momentum will take reasonable precautions to ensure that non-published and unlisted numbers are not included in telephone directories or directory assistance services, but cannot guarantee that errors will never occur.
- 8.2.** Customer will adhere to all practices, standards, and ethical requirements with regard to listings. By providing Momentum with listing information, Customer warrants that it has the right to place such listings on behalf of End Users.
- 8.3.** Customer acknowledges, and will inform End Users as appropriate, that Momentum cannot correct any errors in End User names, addresses, or telephone numbers appearing in, or omitted from, third-party directories until the next available publication of those directory lists. Further, Momentum has no control over information appearing in the directory lists or directory assistance databases of directory publishers or directory assistance providers which are not owned or controlled by Momentum.
- 8.4.** In the absence of gross negligence or willful misconduct, Momentum's liability for damages arising from publishing any subscriber listing, failure to publish any subscriber listing, errors in the publication of any subscriber listing, or inadvertent publication of subscriber listings intended for "non-published" status, shall be limited to and satisfied by a refund of any monthly charges which the Customer has paid to Momentum for such listing. The Customer will indemnify and hold Momentum harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication, non-publication, or dissemination of Customer's End Users' subscriber list information.

- 9. Regulatory Matters.** Customer recognizes that the Voice Services provides local inbound and outbound connectivity from/to the PSTN together with enhanced functionality, including, without limitation, conversion and delivery to Customer in an IP-based format. For regulatory purposes, the parties acknowledge that Momentum treats a call originated from and terminated to the LCA of the End User as local in nature, although there is no guarantee that such interpretation will be accepted by the relevant regulatory authorities. Any change or clarification in applicable law, regulation, decision, rule or order that finds that the connectivity associated with the Service is not eligible for regulatory treatment as a local service shall be subject to the change process described in Section 11 upon the request of Momentum.

- 10. Taxes.** All amounts due hereunder are net amounts to be received by Momentum. With the exception of taxes due on Momentum's income, Customer shall be solely responsible for any and all local, state, and federal taxes, duties, fees, and charges of whatever kind imposed by any governmental or quasi-governmental bodies (including, without limitation, any sales tax, services tax, withholding tax, excise tax, ad valorem tax, use tax, value added tax, consumption tax, gross receipts tax, foreign withholding tax (which will be grossed up), excise tax, access tax, bypass tax, franchise tax or other charges) applicable to, imposed on or arising from Customer's operations or the

sale or use of any Service provided by Momentum under the Agreement (such charges collectively referred to herein as "Taxes"). Unless otherwise agreed by the parties in writing, Customer shall be solely responsible for the determination and calculation of all Taxes and shall pay such Taxes directly to the taxing body. In the event Momentum (or its agents or affiliates) are required to pay any Tax, Customer shall reimburse Momentum for such payments upon invoice from Momentum. Reimbursement charges for Taxes may be changed or added by Momentum without notice as a result of any change in the applicable tax law or tax rates. Customer will also be solely responsible to pay any Taxes that become applicable retroactively. Notwithstanding the foregoing, Momentum shall calculate and remit federal Universal Service Fund ("USF") fees and shall invoice Customer for same. Customer may present Momentum a valid exemption certificate (in a form to be provided by Momentum upon request) confirming Customer's status as a direct USF contributor. Upon receipt and acceptance of the certificate, Momentum shall cease charging USF fees to Customer and Customer shall be solely responsible for the payment of USF fees. To the extent Customer wishes to maintain such exemption status, it shall renew the certificate annually or at such other times as Momentum may require.

- 11. Regulatory and Legal Changes.** If any change or clarification in applicable law, regulation, rule or order materially affects delivery of Voice Services, the Parties will negotiate appropriate changes to this Agreement. If the Parties are unable to reach agreement within 30 days after either Party's delivery of written notice requesting renegotiation, then Momentum may terminate Services without liability or pass any increased costs relating to delivery of Voice Services through to Customer and Customer shall have the option of either agreeing to pay the additional costs or to terminate this Exhibit C without penalty with a ninety (90) day notice.

## **12. Termination.**

- 12.1.** Momentum shall have the right, at its sole discretion, to terminate this Exhibit C, or the Agreement, in the event that the commencement of Voice Services does not occur within twelve (12) months of the Exhibit Effective Date due to non-performance of Customer's obligations pursuant to Section 4.6.
- 12.2.** In the event that this Exhibit C, or the Agreement, is terminated for any reason other than material breach of this Exhibit C by Momentum, subject to Customer providing Momentum thirty (30) days from receipt of written notice by Customer and an opportunity to cure during such thirty (30) day period, Customer shall remain liable to, and Customer shall, pay Momentum for all charges accrued but not paid for as of the termination date.
- 12.3.** Based on the negotiation of the City and other factors determined by mutual agreement of Customer and Momentum, the termination fees related to this Exhibit C shall be the lesser of (i) the highest monthly recurring fees invoiced to Customer over the six (6) month period immediately preceding termination multiplied by the number of months remaining in the Term; or (ii) \$15,000.00.
- 12.4.** The termination fees, in addition to all charges accrued but not paid for, shall be due and payable on the date of termination.
- 12.5.** Upon any termination or expiration of this Exhibit C for any reason, all rights and obligations of the parties under this Exhibit C shall cease except for the rights and obligations of the parties pursuant to Sections 5.4, 12 and all provisions that should survive in order to fulfill the provision.
- 12.6.** To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the Customer, it shall be subject to annual appropriation by Customer's City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The Customer shall have no obligation to continue this Agreement in any fiscal

year for which no such supporting appropriation has been approved.

**13. Sale or Disposal.**

- 13.1.** In the event Customer sells or otherwise disposes of a system or set of systems that are being served under this Exhibit C and the Agreement is not assumed by the purchaser of the affected system(s), the Customer agrees to pay Momentum the sale/disposal fee related to this Exhibit C, in addition to all charges accrued but not paid for as of the sale/disposal date.
- 13.2.** The sale/disposal fees related to this Exhibit C shall be the highest monthly recurring fee per End User invoiced to Customer over the six (6) month period immediately preceding sale/disposal; multiplied by the highest number of End Users over the six (6) months immediately preceding such sale or disposal that were associated with the sale or disposal; multiplied by the number of months remaining in the Term.
- 13.3.** The sale/disposal fees, in addition to all charges accrued but not paid for, shall be due and payable on the date of sale/disposal.

**14. Fraudulent Use of Voice Services.**

- 14.1.** The parties shall jointly cooperate and work together in good faith to identify fraudulent use of the Voice Services and to take all appropriate and necessary action in response to any such fraudulent use. Momentum may suspend services in whole or in part to the extent it believes such action is reasonably necessary to prevent or stop fraudulent use; however, it shall have no obligation to do so and Customer's liability for such use shall in no way be reduced by claims that Momentum should have acted to stop such use.
  - 14.2.** Customer is responsible for all charges attributable to or incurred through the Services provided to Customer, whether such use is by Customer or any third party, even if incurred as the result of fraudulent or unauthorized use of the Services. In no event shall Momentum be liable for the fraudulent or illegal use of the Voice Services by Customer or End Users or any other users of the Voice Services, or for any amounts that Customer is unable to collect from its End Users. Customer remains responsible for all costs related to any fraudulent usage.
  - 14.3.** Customer acknowledges that only one (1) End User may be assigned to each DID/DOD. In the event multiple End Users are assigned or are otherwise using any single DID/DOD, Momentum may elect to retroactively charge Customer for (i) all applicable End User fees for each and every End User assigned to such DID/DOD, and (ii) all long-distance usage for all affected End Users pursuant to the Long-Distance Usage Plan.
- 14. Compliance With Laws.** This Exhibit C and its continuance hereof is contingent upon the obtaining and the continuance of such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Parties, and the Parties shall use commercially reasonable efforts to obtain and continue same in full force and effect throughout the term of the Agreement. Customer shall not use, and Momentum shall not provide, the Voice Services in any manner or for any purpose, which constitutes a violation of applicable laws in any jurisdiction in which the Voice Services are being provided and each Party shall indemnify the other Party, to the extent permitted by Colorado law, which prohibits governmental entities from pledging their credit for the benefit of private corporations or assuming liabilities unsupported by appropriations, against any such unlawful use of the Voice Services arising from its use or provision of the Voice Services. Based on the facts and circumstances of the violation, Customer non-compliance with any law or legal obligation may be deemed a material breach, entitling Momentum to immediately terminate the Agreement or any and all services without penalty.

## **Definitions Exhibit**

**"911 Services"** means functionality that allows end users to contact an emergency services operator. In areas served by selective routers, 911 Services may include Enhanced 911 (**"E-911"**) Services, in which emergency calls are routed to the appropriate PSAP serving the End User address and DID/DOD information. 911 Service may not be immediately available in all Markets and is provided subject to the Customer's obligations and limitations under this Agreement.

**"Automatic Location Identification"** (or **"ALI"**) means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

**"Automatic Number Identification"** (or **"ANI"**) means the TN of the telephone or other device from which an emergency call is placed.

**"Caller ID with Name"** (or **"CNAM"**) provides storage and access to End User name information for providing Caller ID with Name service to End Users.

**"DID/DOD"** means an access line associated with a particular telephone number that allows for inbound and outbound voice calls (sometimes referred to as a **"Direct Inward Dial"** and **"Direct Outward Dial"** number) that is assigned by Momentum to Customer or that Customer ports to Momentum for the provision of Voice Services.

**"Directory Assistance/Directory Listing"** (or **"DADL"**) is a service used to make an inquiry for a specific telephone number and/or address of a residence, business, or government entity.

**"E911 Authority"** means a municipality or other state or local government unit, or an authorized agent thereof, responsible for public emergency telephone calls placed to the telephone number 9-1-1. An E911 Authority may be responsible for an individual PSAP or multiple PSAPs within a given geographic area.

**"Emergency Call Relay Center"** (or **"ECRC"**) means the designated entity that manually relays calls to the PSAP based on address provided by interpreter.

**"Emergency Services Gateway"** facility (or **"ESGW"** facility) means the transport between the PBX or fixed location public switch to the designated selective router.

**"End User"** means a single, individual end-user or subscriber of Customer or a telephone device that has been assigned a DID/DOD by Customer as part of the Voice Services.

**"End User Record"** means a database record which includes the name, address or address equivalent, and the TN of an End User.

**"Enhanced 911 Services"** (or **"E-911"**) means a telephone exchange communications service whereby a PSAP answers telephone calls placed by End Users dialing the number 9-1-1. E911 Service includes the service provided by the lines and equipment associated with the service arrangement for the selective routing, transfer, and delivery of public emergency telephone calls dialed to 911 with ANI and ALI. E911 Service provides completion of a call for E911 emergency services via dedicated ESGW facilities to a selective router for routing purposes, and, then, to equipment located at the PSAP.

**"Fraudulent Use"** means the use of the Services by an unauthorized party, including but not limited to, the hacking of a customer's service in order to initiate large quantities of international traffic.

**"ILEC"** or "Incumbent Local Exchange Carrier" is as defined by 47 U.S.C. § 251(h).

**"International"** means anywhere outside of the United States, its territories that are within the NANP, and Canada.

**"Internet Protocol"** (or **"IP"**) means the primary network protocol used on the Internet.

**"Local Access and Transport Area"** (or **"LATA"**) represents a geographical area of the United States as designated by the Modification of Final Judgment (MFJ) entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

**"LERG"** means the Telcordia LERG routing guide published monthly and considered to be the most comprehensive routing data output guide available whose data supports the current local exchange network within the NANP and identifies reported planned changes in the network.

**"Local Calling Area"** (or **"LCA"**) means the specific local calling area within a geographic area (as determined by the applicable ILEC) comprised of one or more Rate Centers. The LCA is used for billing purposes to determine whether a call will be treated as local or long-distance.

**"Line Information Database"** (or **"LIDB"**) service provides storage and access of End User information used for call validation and other data-centric services. LIDB contains up-to-date records of working telephone lines, calling cards, and billed number screening information.

**"Market"** means a geographic area (as defined by Momentum) comprised of one or more Rate Centers in which Momentum offers to serve Customer.

**"Master Street Address Guide"** (or **"MSAG"**) means a database of street names and house number ranges within their associated communities and emergency services numbers to enable the proper routing of 911 calls.

**"Mobile Call"** means a wireless or VoIP call with a potentially foreign NPA/NXX. Use of a foreign NPA/NXX currently precludes the 911 system from directly routing calls and retrieving ALI for "mobile calls" without use of a pANI.

**"National Emergency Number Association"** (or **"NENA"**) means a professional association comprised of emergency number personnel, 911 equipment vendors, and telephone company personnel responsible for the planning, implementing, managing, and administering of emergency number systems.

**"North American Numbering Plan"** (or **"NANP"**) is an integrated telephone numbering plan of 19 countries (including the United States and its territories, Canada, Bermuda, and 16 Caribbean countries).

**"NPA/NXX"**, in conjunction with a unique four-digit subscriber number or station code, is part of the current NANP telephone numbering format. The **"Numbering Plan Area"** (or **"NPA"**) is an area code that is officially assigned to a specific area and the **"Central Office (exchange) Code"** (or **"NXX"**) refers to the first three digits of a local number.

**"Operating Company Number"** (or **"OCN"**) means a number assigned by the National Exchange Carrier Association (or **"NECA"**) to telecommunications carriers (including landline, wireless carriers, and resellers of various types).

**"Private Branch Exchange"** (or **"PBX"**) is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public. PBXs make connections among the internal telephones of a private organization and also connect them to the PSTN via trunk lines. Because they incorporate telephones, fax machines, modems, and more, the general term "extension" is used to refer to any end point on the branch.

**"Pseudo ANI"** (or **"pANI"**) means a 10 digit telephone number following the NPA-NXX-xxxx format that is used in place of ANI to convey special meaning to the Selective Router and PSAP. pANI assignments may come from the 211 and 511 NXX, (sometimes referred to as the "non-dialable" NXX codes) and utilize only those NPAs that have been assigned to the Momentum by the NANP administrator.

**"PSAP Direct Number"** (or **"PSAP DN"**) means a 10-digit local exchange telephone line of the geographically appropriate PSAP for any given emergency call request.

**"PSTN"** means the public switched telephone network.

**"Public Safety Answering Point"** (or **"PSAP"**) means a facility equipped and staffed to receive emergency calls.

**"Rate Center"** means a specific geographic area used by the incumbent local exchange carrier to set boundaries for local calling, billing, and assigning phone numbers. It is associated with one or more specific NPA/NXX codes that have been assigned to the local exchange carrier for its provision of exchange services. The geographic delineations are published in the LERG.

**"Selective Router"** (or **"SR"**) means the switch and associated software used to route an E911 call to the proper PSAP based upon the ANI or pANI associated with the E911 call. It is operated by the LEC serving a particular PSAP. Some LECs call this the 911 "tandem" office.

**"Selective Routing"** means the routing of a 911 call to the proper PSAP based on the location of the caller.

**"SIPS"** means the Momentum integrated provisioning system.

**"Time Division Multiplexing"** (or **"TDM"**) or refers to a technology in which multiple calls may be carried simultaneously over the same physical path, each call requiring a dedicated "slot" on the path for the duration of the call, and, also, requiring a master signaling protocol to differentiate and route each call individually (i.e. SS7).

**"Telephone Number"** (or **"TN"**) means the 10-digit local exchange telephone line assigned to the account when telephone service is initially established and consisting of the NPA/NXX and a unique four-digit subscriber number or station code.

**"U.S. Territories"** means the United States, Puerto Rico, Northern Mariana Islands, US Virgin Islands, American Samoa, Guam, US Minor Outlying Islands.

**"VoIP"** means voice over internet protocol

**Schedule P-1:  
Additional Pricing Terms and Conditions**

1. **Installation Charge for Implementation Services:** A one-time installation and set-up fee of \$0.00 will be invoiced on the first of the month following the Effective Date of the Agreement. This service consists of setting up of required access into Momentum systems, setting up of APIs or other mutually agreed data interexchange systems and a single On-Site or remote training session (usually lasting less than 1 day) of Customer personnel in a "Train-The-Trainer" mode. Customer is responsible for ensuring the transfer of knowledge to other personnel as required. Subsequent requests for a training cycle shall be billed at \$0.00 per hour plus travel expenses.
2. **Revenue Commitment for Voice Services:** There is a minimum monthly service charge of \$0.00 ("Revenue Commitment"), beginning 0 months after the Commencement Date. The Revenue Commitment is a take-or-pay commitment; at the beginning of each calendar month, Momentum will invoice Customer and Customer agrees to pay Momentum, in addition to all invoiced charges then due and owing, for the shortfall (if any) between the aggregate Monthly Recurring Charges due for the particular month and the Revenue Commitment.
3. **Calling Types and Usage Charges:**
  - 3.1. The Non-Recurring Charges (NRC) and Monthly Recurring Charges (MRC) will be calculated pursuant to the terms in the attached White Label Price Book.
  - 3.2. **Local and Long-Distance calls:** All calls within an End User's LCA shall be treated as local calls and billed in accordance with the applicable local billing plan. All calls outside of an End User's LCA shall be treated as long-distance calls and billed in accordance with the applicable long-distance billing plan.
  - 3.3. **Unlimited Inbound or Outbound calls:**
    - 3.3.1. The minutes available are unlimited; however, Momentum reserves the right to terminate Voice Services for any End User whose use of the Voice Services exceeds what Momentum determines to be normal and ordinary standards of voice use as set by a majority of Momentum's other Customer's End Users for any two (2) consecutive months or four (4) out of twelve (12) month. For any End User whose use of the Voice Services exceed such normal and ordinary standards, Momentum shall promptly provide the Customer with written notice of such event(s). In Momentum's sole discretion, Momentum may assess additional charges per minute (to be determined by Momentum after consultation with the Customer) for any End User whose use of the services exceeds normal usage patterns by providing Customer with a minimum 1 week notice prior to such change.
    - 3.3.2. The following types of calls are not included in any unlimited calling plan and shall be charged as defined below or in the attached White Label Price Book for a-la-carte voice services:
      - International
      - Inbound Toll Free
      - Directory Assistance
      - Operator Assistance
      - International Directory Assistance
      - Call Before You DIG
  - 3.4. **Metered Calls:** All rates and applicable charges are subject to change without notice. Customer acknowledges that such changes may not be within Momentum's control and that Momentum will use best efforts to provide Customer with advance notice of such changes. Momentum will provide Customer with the most current Rate Deck upon request. The rates will be determined as follows:
    - 3.4.1. **Metered Inbound calls:** The rate per minute is determined by the rate center receiving the inbound call, except for toll-free calls which are determined by the rate center placing the inbound call. Momentum will provide Customer with a list of rate centers, the assigned tier and the corresponding rates. Those tiers are subject to change from time to time as Momentum may expand its markets and partner networks. Notwithstanding the foregoing, Momentum may offer Customer a single flat rate per minute for inbound calls, as mutually agreed to in the attached White Label Price Book.
    - 3.4.2. **Metered Outbound Local calls:** The rate per minute is determined by the combination of the destination LATA and the destination OCN. Notwithstanding the foregoing, Momentum may offer Customer a single flat rate per minute for outbound local or long-distance calls, as mutually agreed to in the attached White Label Price Book.
    - 3.4.3. **Metered Outbound Long-Distance calls:** The rate per minute is determined by the combination of the destination LATA, the intra-LATA or inter-LATA categorization of the call, and the destination OCN. Notwithstanding the foregoing, Momentum may offer Customer a single flat rate per minute for outbound local or long-distance calls, as mutually agreed to in the attached White Label Price Book.
    - 3.4.4. **International calls:** All international calls are metered and the rate per minute is determined by the then-current international usage rates published in the International Rate Deck by Momentum. Notwithstanding the foregoing, Momentum may offer Customer a single flat rate per minute for international calls to certain countries, as specified and mutually agreed to in the attached White Label Price Book. An international call is defined by outbound call to anywhere that is outside of the United States, its territories that are within the North American Numbering Plan, and Canada.
  - 3.5. **Bundled Minutes.** Momentum flat rate plans do not include rollover minutes. In the event that Customer's End User exceeds the specified number of minutes provided under their plan, metered usage charges shall apply.
4. **Invoicing.** Momentum will invoice Customer in advance on the first day of the month for Services provided for that month plus amounts not invoiced previously, including, but not limited to, pro-rated charges for the prior month. Payment is due thirty (30) days after date of invoice. Any usage charges incurred by Customer will be billed in Arrears.
5. **Call Detail Records (CDRs).** By default, Momentum will provide Customer on a monthly basis with an invoice in PDF format and a CSV file containing details of all items on the invoice, (designed to be sufficient for analysis and rebilling purposes) including individual CDRs rated



according to this Agreement. At the Customer's request, Momentum shall provide an FTP site where the Customer shall receive daily CDR files in either Momentum's own format or in a standard GLDS format, rated in accordance with this Agreement, at no extra charge. Customer may request and Momentum may accept to provide Special Billing Treatment (BX501) providing daily CDRs in a non-standard format, or rated in a manner different from this agreement (including retail-level billing).

6. **Billing Start Date.** An account is billable upon activation of a TN within the Momentum integrated provisioning system ("SIPS"). SIPS will automatically refresh every 15 minutes to reflect changes that have occurred in the system. At such time, SIPS will assign a billing start date to that account. In the event that calls are made on the account prior to SIPS assigning a billing start date to the account, Momentum will invoice Customer for all such calls. Such charges may show up on Customer's invoice as "xx999" category usage charges.
7. **Changes to the Voice Services.** Calling features may be updated from time to time as determined by Momentum's third party providers. Momentum will make best efforts to notify Customer of changes in the availability of personal calling features. Customer acknowledges that a change to the personal calling features does not constitute a material breach by Momentum of the Agreement except in the event such changes to the calling features reduce the marketability and/or competitiveness of the Voice Service offering as reasonably determined by the Customer.
8. **Fraudulent Use.** Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use. In no event shall Momentum be liable for the fraudulent or illegal use of the Services by Customer or End Users, or for any amounts that Customer is unable to collect from its End Users or others.
9. **Additional Services.** In the event that Customer requests, and Momentum is able to provide, additional services that are not specified herein, the Parties agree that such additional services will be charged at Momentum's standard rates at time of purchase.
  - 9.1. **Un-scoped Work.** Should Customer request any work not scoped and or specified in this Exhibit C or any of the associated documents, the parties will negotiate in good faith equitable consideration for such additional services. Momentum will not commence work on such additional services without the written agreement by both Parties.
10. **Special Pricing Concessions.**
  - 10.1. All non-recurring charges (NRC) will be waived for the initial conversion of Customer's Current Commercial seats from Customer's current voice provider, provided that the said Commerical Seats are identified in writing by Customer within Thirty (30) days of signature of this Agreement initial conversion is completed within 365 days of the Exhibit Effective Date.

# MOMENTUM

Residential, Business Line & Hosted IP PBX Solutions

## White Label Price Catalog

Version

10.0

Effective Date

August 1, 2020

**City of Glenwood Springs**

*For Internal and Momentum Reseller Use Only*

*This revision of the catalog replaces and substitutes for all other prior versions.*

*The information contained herein is confidential and  
proprietary to Momentum Telecom, Inc. and its affiliated  
companies and may be only read by its intended recipient.*

Steve Boyd

Digitally signed by Steve Boyd  
DN: cn=Steve Boyd, o, ou,  
email=steve.boyd@cogs.us, c=US  
Date: 2020.09.23 16:44:37 -06'00'

Customer Signature \_\_\_\_\_

Customer Name City of Glenwood Springs

Customer Title COO

Date 9-23-20

# Momentum Telecom Pricing Catalog Overview

## Price Catalog Rates

### Residential Services

|                               | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> |
|-------------------------------|-------------|------------|------------|
| Residential Line (Unlimited)  | SD105       | \$ 4.25    | \$ 5.00    |
| Residential Line (metered LD) | SC105       | \$ 4.25    | \$ 4.25    |

### Business Line Services

|                        | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> |
|------------------------|-------------|------------|------------|
| Executive (Unlimited)  | SD140       | \$ 4.25    | \$ 9.25    |
| Executive (Metered LD) | SC140       | \$ 4.25    | \$ 8.50    |
| Standard (Unlimited)   | SD130       | \$ 4.25    | \$ 5.50    |
| Standard (Metered LD)  | SC130       | \$ 4.25    | \$ 5.00    |
| Basic (Unlimited)      | SD115       | \$ 4.25    | \$ 5.50    |
| Basic (Metered)        | SC115       | \$ 4.25    | \$ 5.00    |

### Hosted IP PBX

|                             | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> |
|-----------------------------|-------------|------------|------------|
| Executive (Unlimited)       | SD145       | \$ 4.25    | \$ 10.50   |
| Executive (Metered LD)      | SC145       | \$ 4.25    | \$ 8.00    |
| Executive (Extension Only)  | SX145       | \$ 4.25    | \$ 7.50    |
| Standard (Unlimited)        | SD135       | \$ 4.25    | \$ 7.50    |
| Standard (Metered LD)       | SC135       | \$ 4.25    | \$ 7.50    |
| Standard (Extension Only)   | SX135       | \$ 4.25    | \$ 7.00    |
| Smart Number (Unlimited LD) | SD125       | \$ 4.25    | \$ 6.00    |
| Smart Number (Metered LD)   | SC125       | \$ 4.25    | \$ 5.00    |
| Basic Seat (Unlimited LD)   | SD115       | \$ 4.25    | \$ 5.50    |
| Basic Seat (Metered LD)     | SC115       | \$ 4.25    | \$ 5.00    |
| Basic Seat (Extension Only) | SX115       | \$ 4.25    | \$ 4.50    |

### SIP Trunking

|                                           | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> | <u>Usage</u> |
|-------------------------------------------|-------------|------------|------------|--------------|
| Call Path (Metered Outbound Local and LD) | TB160       | \$ 4.25    | \$ 5.00    | \$ 0.02      |
| Call Path (Metered LD)                    | TC160       | \$ 4.25    | \$ 6.00    | \$ 0.02      |
| Call Path (Unlimited)                     | TD160       | \$ 4.25    | \$ 7.00    | \$ 0.02      |

### IP SIP Trunking

|                                 | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> | <u>Usage</u> |
|---------------------------------|-------------|------------|------------|--------------|
| IP Trunk Group (Unlimited)      | IP160       | \$ -       | \$ -       | \$ -         |
| Inbound Only Trunk (Unlimited)  | IP161       | \$ 4.25    | \$ 5.00    | \$ 0.02      |
| Outbound Only Trunk (Unlimited) | IP162       | \$ 4.25    | \$ 5.00    | \$ 0.02      |
| 2 Way Trunk - (Unlimited)       | IP163       | \$ 4.25    | \$ 5.00    | \$ 0.02      |
| IP Trunk Group (Metered)        | IP100       | \$ -       | \$ -       | \$ -         |
| Inbound Only Trunk (Metered)    | IP101       | \$ 4.25    | \$ 3.00    | \$ 0.02      |
| Outbound Only Trunk (Metered)   | IP102       | \$ 4.25    | \$ 3.00    | \$ 0.02      |
| 2 Way Trunk - (Metered)         | IP103       | \$ 4.25    | \$ 3.00    | \$ 0.02      |
| IP Trunking DID                 | IP200       | \$ 4.25    | \$ 0.25    | \$ 0.02      |
| IP Trunking e911 DID            | IP201       | \$ 4.25    | \$ 0.35    | \$ 0.02      |
| Toll Free Dedicated DID         | IP202       | \$ 4.25    | \$ 5.95    | \$ 0.02      |

### MS Teams

|                                | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> | <u>Usage</u> |
|--------------------------------|-------------|------------|------------|--------------|
| Standard MS Teams Premium Seat | MD401       | \$ 5.00    | \$ 9.95    | Included     |
| Advanced MS Teams Premium Seat | MD400       | \$ 5.00    | \$ 15.95   | Included     |
| MS Teams Trunk Group Pilot DID | MD406       | Included   | Included   | N/A          |

Customer Initials: \_\_\_\_\_

*SB*

|                                      |       |           |          |          |
|--------------------------------------|-------|-----------|----------|----------|
| MS Teams User DID - Unlimited        | MD405 | \$ 5.00   | \$ 7.50  | N/A      |
| MS Teams Enterprise Call Path (10:1) | MD402 | Included  | Included | Included |
| MS Teams e911 user DID               | MD404 | \$ 5.00   | \$ 7.50  |          |
| Enterprise Call Capacity Add-On      | MD407 | \$ 5.00   | \$ 4.00  | N/A      |
| Location Call Capacity Add-On        | MD408 | \$ 5.00   | \$ 4.00  | N/A      |
| MS Teams Assisted Deployment         | BX150 | \$ 500.00 | \$ -     | N/A      |

| <b><u>Additional Services</u></b>    | <b><u>USOC</u></b> | <b><u>NRC</u></b> | <b><u>MRC</u></b> | <b><u>Usage</u></b> |
|--------------------------------------|--------------------|-------------------|-------------------|---------------------|
| Directory Assistance (411)           | CX900              | \$ 1.00           | N/A               | N/A                 |
| Operator Assistance                  | CX930              | \$ 1.00           | N/A               | N/A                 |
| International Directory Assistance   | CX925              | \$ 5.00           | N/A               | N/A                 |
| DID                                  | DX206              | \$ 5.00           | \$ 0.20           | N/A                 |
| Toll Free Number                     | DA213              | \$ 4.00           | \$ 0.50           | \$ 0.02             |
| Series Completion                    | FX329              | Included          | Included          | N/A                 |
| Voicemail Only                       | FC330              | \$ 4.00           | \$ 4.25           | N/A                 |
| Auto Attendant                       | SD172              | \$ 5.00           | \$ 12.00          | N/A                 |
| Auto Attendant (Metered LD)          | SC172              | \$ 5.00           | \$ 11.00          | \$ 0.02             |
| Auto Attendant Extension             | SX172              | \$ -              | \$ 10.00          | N/A                 |
| Audio Conferencing                   | SA174              | \$ -              | \$ 3.95           | \$ 0.02             |
| Hunt Group                           | SD178              | \$ 4.25           | \$ 5.50           | N/A                 |
| Hunt Group Extension                 | SX178              | \$ -              | Included          | N/A                 |
| Instant Conference                   | FX334              | \$ -              | \$ 4.95           | N/A                 |
| Business Communicator                | FX335              | \$ 10.00          | \$ 4.95           | N/A                 |
| Auto Attendant Tree                  | SK173              | \$ 5.00           | \$ 12.00          | N/A                 |
| Auto Attendant Tree - Metered LD     | SC173              | \$ 5.00           | \$ 11.00          | \$ 0.02             |
| Auto Attendant Tree - Extension Only | SX173              | \$ 5.00           | \$ 10.00          | N/A                 |
| Receptionist Dashboard               | FX382              | \$ -              | \$ 55.00          | N/A                 |
| Reserved Telephone Number/DID        | DX282              | \$ -              | \$ 0.25           | N/A                 |
| Account/Authorization Codes          | FX300              | Included          | Included          | N/A                 |
| Anywhere Feature Control             | FX345              | Included          | Included          | N/A                 |
| Call Park/Pickup                     | FX333              | Included          | Included          | N/A                 |
| Dial In Feature Control              | FX351              | Included          | Included          | N/A                 |
| Music On Hold                        | FX316              | Included          | Included          | N/A                 |
| Virtual User Feature Pack            | FX350              | \$ -              | \$ 3.95           | N/A                 |
| Advanced DID Feature Pack            | DX213              | \$ -              | \$ 2.95           | N/A                 |

| <b><u>Additional Services</u></b> | <b><u>USOC</u></b> | <b><u>NRC</u></b> | <b><u>MRC</u></b> | <b><u>Usage</u></b> |
|-----------------------------------|--------------------|-------------------|-------------------|---------------------|
| Call Path Minute of Use           |                    | \$ -              | \$ -              | \$ 0.02             |
| Voicemail Transcription (Gist)    | IX102              | \$ -              | \$ 1.95           | N/A                 |
| Standard IVR Call Path            | IX100              | \$ -              | \$ 119.00         | N/A                 |
| Enhanced IVR Call Path            | IX101              | \$ -              | \$ 199.00         | N/A                 |
| IVR Setup (Per Hour)              | BX100              | \$ 150.00         | \$ -              | N/A                 |
| Mobility Complete                 | FX391              | \$ 10.00          | \$ 4.95           | \$ 0.02             |
| Mobility Complete with SMS        | FX408              | \$ 10.00          | \$ 6.95           | \$ 0.02             |
| Collaborate                       | SA179              | \$ -              | \$ -              | N/A                 |
| Connect (gointegrator Lite)       | IX106              | \$ -              | \$ 1.25           |                     |
| Connect (gointegrator DB)         | IX103              | \$ -              | \$ 5.95           |                     |
| Virtual Fax                       | PC176              | \$ 5.00           | \$ 7.95           | \$0.02 PP           |
| Virtual Fax 2,500pg               | PG176              | \$ 5.00           | \$ 29.95          | \$0.02 PP           |
| Virtual Fax 5,000pg               | PH176              | \$ 5.00           | \$ 56.95          | \$0.02 PP           |
| Virtual Fax 10,000pg              | PI176              | \$ 5.00           | \$ 110.95         | \$0.02 PP           |
| Virtual Fax 15,000pg              | PJ176              | \$ 5.00           | \$ 165.95         | \$0.02 PP           |

SB

Customer Initials: \_\_\_\_\_

|                                   |       |         |           |           |
|-----------------------------------|-------|---------|-----------|-----------|
| Virtual Fax 20,000pg              | PK176 | \$ 5.00 | \$ 220.95 | \$0.02 PP |
| Virtual Fax 50,000pg              | PM176 | \$ 5.00 | \$ 459.95 | \$0.02 PP |
| Virtual Number                    | DX205 | \$ 5.00 | \$ 1.00   | N/A       |
| Fax Line - Legacy Physical Device | PC177 | \$ 5.00 | \$ 7.95   | \$0.02 PP |
| AudioCodes - Faxing               | PC188 | \$ 5.00 | \$ 7.95   | \$0.02 PP |
| AudioCodes - Faxing High Volume   | PC187 | \$ 5.00 | \$ 9.95   | \$0.02 PP |

| <u>Contact Center</u>                                     | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> | <u>Usage</u> |
|-----------------------------------------------------------|-------------|------------|------------|--------------|
| Basic Call Center Agent                                   | FX370       | \$ -       | \$ 6.95    | N/A          |
| Standard Call Center Agent                                | FX371       | \$ -       | \$ 12.95   | N/A          |
| Premium Call Center Agent                                 | FX372       | \$ -       | \$ 19.95   | N/A          |
| Call Center Agent Client                                  | FX375       | \$ -       | \$ 19.95   | N/A          |
| Call Center Supervisor Client                             | FX376       | \$ -       | \$ 31.95   | N/A          |
| Basic Call Center Queue                                   | SK377       | \$ 4.25    | \$ 39.95   | N/A          |
| Standard Call Center Queue                                | SK368       | \$ 4.25    | \$ 47.95   | N/A          |
| Premium Call Center Queue                                 | SK379       | \$ 4.25    | \$ 54.95   | N/A          |
| Contact Center DNIS Number                                | DX214       | \$ 4.25    | \$ 1.00    | N/A          |
| Call Recording Basic                                      | FX337       | \$ 8.50    | \$ 7.95    | N/A          |
| Call Recording Plus                                       | FX325       | \$ 8.50    | \$ 11.95   | N/A          |
| Call Recording Pro                                        | FX336       | \$ 30.00   | \$ 14.95   | N/A          |
| Screen Capture                                            | FX338       | \$ 4.25    | \$ 2.95    | N/A          |
| Evaluate                                                  | FX339       | \$ 4.25    | \$ 2.95    | N/A          |
| Akixi Lite (Tenant Setup)                                 | QX100       | \$ 50.00   | \$ -       | N/A          |
| Akixi 1000 (Tenant setup)                                 | QX101       | \$ 165.00  | \$ -       | N/A          |
| Akixi 2000 (Tenant Setup)                                 | QX102       | \$ 500.00  | \$ -       | N/A          |
| Akixi Lite Extension                                      | QX200       | \$ -       | \$ 1.00    | N/A          |
| Akixi 1000/2000 Extension                                 | QX201       | \$ -       | \$ 3.00    | N/A          |
| Akixi ACD Agent                                           | QX205       | \$ -       | \$ 17.25   | N/A          |
| Akixi Lite Supervisor                                     | QX202       | \$ -       | \$ 7.00    | N/A          |
| Akixi 1000 Supervisor                                     | QX203       | \$ -       | \$ 13.00   | N/A          |
| Akixi 2000 Supervisor                                     | QX204       | \$ -       | \$ 36.00   | N/A          |
| SIP Trunk Call Reporting Lite                             | FX411       | \$ 100.00  |            | N/A          |
| SIP Trunk Call Reporting Plus                             | FX413       | \$ 300.00  |            | N/A          |
| SIP Trunk Call Reporting Pro                              | FX415       | \$ 500.00  |            | N/A          |
| SIP Trunk Call Reporting Lite - Concurrent Call Paths     | FX412       |            | \$ 1.00    | N/A          |
| SIP Trunk Call Reporting Plus or Pro - Concurrent Call Pa | FX414       |            | \$ 3.00    | N/A          |
| SIP Trunk Call Reporting DID Lite (Per DID)               | FX416       |            | \$ 0.20    | N/A          |
| SIP Trunk Call Reporting DID Plus (Per DID)               | FX409       |            | \$ 0.30    | N/A          |
| SIP Trunk Call Reporting DID Pro (Per DID)                | FX410       |            | \$ 0.30    | N/A          |
| Unity Desktop                                             | FX404       | \$ 5.00    | \$ 5.00    | N/A          |
| Unity Receptionist Dashboard                              | FX405       | \$ 5.00    | \$ 20.00   | N/A          |
| Unity Agent (Windows)                                     | FX406       | \$ 5.00    | \$ 12.00   | N/A          |
| Unity Supervisor (Windows)                                | FX407       | \$ 5.00    | \$ 18.00   | N/A          |
| Drive UC Collaborate Conferencing                         | WA100       | \$ 4.95    | \$ -       | N/A          |

| <u>Additional Line Charges</u>               | <u>USOC</u> | <u>NRC</u> | <u>MRC</u> |
|----------------------------------------------|-------------|------------|------------|
| Change of Directory Listing (MACD) - Per DID | DX275       | \$25.00    | \$0.00     |
| Special Billing Treatment                    | BX501       | \$0.00     | \$500.00   |
| DID Inventory                                | DX280       | \$2.50     | \$0.25     |
| Toll Free Inventory                          | DX281       | \$2.50     | \$0.50     |
| Additional Listing                           | DX270       | \$0.00     | \$5.50     |

Customer Initials: SB

|                                                                   |       |          |          |
|-------------------------------------------------------------------|-------|----------|----------|
| Unpublished - Appears in 411 only                                 | DX271 | \$1.00   | \$5.50   |
| Unlisted Number                                                   | DX215 | \$1.00   | \$5.50   |
| Move, Add or Change of Submitted Original LNP Order               | DX235 | \$25.00  | \$0.00   |
| Third Party Verification - LNP eLOA per order                     | BX551 | \$1.00   | \$0.00   |
| Third Party Verification - LNP IVR per order                      | BX552 | \$1.50   | \$0.00   |
| Retail Tax Calculation Billing                                    | BX502 |          | \$500.00 |
| Expedite of LNP Order                                             | DX230 | \$125.00 | \$0.00   |
| Cancellation of LNP - per DID                                     | DX240 | \$15.00  | \$0.00   |
| Expedite Cancel of LNP Order -<br>Per DID within 48-Hours of Port | DX245 | \$125.00 | \$0.00   |
| Snapback of Ported Number - per DID                               | DX250 | \$300.00 | \$0.00   |
| 911 Emergency Call Relay Center<br>(E911 calls routed to ERCR)    | CX905 | \$125.00 | \$0.00   |
| ECRC Call Investigation instance                                  | BX550 | \$100.00 | \$0.00   |
| E911 DID Only (only for SIP Trunks)                               | DX217 | \$5.00   | \$0.25   |
| Edgemark C2E Monthly Licensing Fee                                |       | N/A      | \$25.00  |

SB

Customer Initials: \_\_\_\_\_

| Residential Line                   |                                                                                                                                                                                                                                                                                                                                                             |           |        |                                    |         |         |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|------------------------------------|---------|---------|
|                                    | Unlimited                                                                                                                                                                                                                                                                                                                                                   |           |        | Local In/Out Included - Metered LD |         |         |
| Product Name/Description           | USOC                                                                                                                                                                                                                                                                                                                                                        | NRC       | MRC    | USOC                               | NRC     | MRC     |
| Residential (Line)                 | <b>SD105</b>                                                                                                                                                                                                                                                                                                                                                | \$4.25    | \$5.00 | <b>SC105</b>                       | \$ 4.25 | \$ 4.25 |
|                                    | Residential Unlimited lines include all inbound and outbound local and domestic long distance usage. Residential Local In/Out Included - Metered LD lines include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Residential line includes a 10 digit local telephone number, directory listing, and e911. |           |        |                                    |         |         |
|                                    |                                                                                                                                                                                                                                                                                                                                                             |           |        |                                    |         |         |
|                                    |                                                                                                                                                                                                                                                                                                                                                             |           |        |                                    |         |         |
|                                    |                                                                                                                                                                                                                                                                                                                                                             |           |        |                                    |         |         |
| Product Name/Description           | USOC                                                                                                                                                                                                                                                                                                                                                        | NRC       | MRC    |                                    |         |         |
| Directory Assistance               | <b>CX900</b>                                                                                                                                                                                                                                                                                                                                                | \$1.00    | N/A    |                                    |         |         |
|                                    | Per call charge when a user dials 411.                                                                                                                                                                                                                                                                                                                      |           |        |                                    |         |         |
| Operator Assistance                | <b>CX930</b>                                                                                                                                                                                                                                                                                                                                                | \$1.00    | N/A    |                                    |         |         |
|                                    | Per call charge when a user dials 0 for operator.                                                                                                                                                                                                                                                                                                           |           |        |                                    |         |         |
| International Directory Assistance | <b>CX925</b>                                                                                                                                                                                                                                                                                                                                                | \$5.00    | N/A    |                                    |         |         |
|                                    | Per call charge when a user dials International DA.                                                                                                                                                                                                                                                                                                         |           |        |                                    |         |         |
| Outbound International             | <b>CX935</b>                                                                                                                                                                                                                                                                                                                                                | Rate Deck | N/A    |                                    |         |         |
|                                    | Per minute ILD usage                                                                                                                                                                                                                                                                                                                                        |           |        |                                    |         |         |



| Residential Line Features   |             |
|-----------------------------|-------------|
|                             | Residential |
| Anonymous Call Rejection    | •           |
| Call Block                  | •           |
| Call Forward Always         | •           |
| Call Forward Busy Line      | •           |
| Call Forward Don't Answer   | •           |
| Call Forward Not Reachable  | •           |
| Call Forward Selective      | •           |
| Call Logs                   | •           |
| Call Return                 | •           |
| Call Waiting                | •           |
| Caller ID                   | •           |
| Caller ID Delivery Blocking | •           |
| Do Not Disturb              | •           |
| Find-Me/Follow-Me           | •           |
| Speed Dial                  | •           |
| 3 Way Calling               | •           |
| Voicemail                   | •           |
| Voicemail to Email          | •           |

| Business Line            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |        |                             |         |         |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|-----------------------------|---------|---------|
|                          | Unlimited                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |        | Local Included - Metered LD |         |         |
| Product Name/Description | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NRC    | MRC    | USOC                        | NRC     | MRC     |
| Executive (Line)         | <b>SD140</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$4.25 | \$9.25 | <b>SC140</b>                | \$ 4.25 | \$ 8.50 |
|                          | Executive Unlimited lines include all inbound and outbound local and domestic long distance usage. Executive Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Executive line includes a 10 digit local telephone number or extension, directory listing, and e911. Executive lines provide the most robust feature set available (see feature grid).              |        |        |                             |         |         |
| Standard (Line)          | <b>SD130</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$4.25 | \$5.50 | <b>SC130</b>                | \$ 4.25 | \$ 5.00 |
|                          | Standard Unlimited lines include all inbound and outbound local and domestic long distance usage. Standard Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Standard line includes a 10 digit local telephone number or extension, directory listing, and e911. Standard lines provide a traditional business feature set (see feature grid).                     |        |        |                             |         |         |
| Basic Line               | <b>SD115</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$4.25 | \$5.50 | <b>SC115</b>                | \$ 4.25 | \$ 5.00 |
|                          | Basic Unlimited lines include all inbound and outbound local and domestic long distance usage. Basic Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Basic line includes a 10 digit local telephone number or extension, directory listing, and e911. Basic lines provide a business feature set that compliment lobby phones and breakrooms (see feature grid). |        |        |                             |         |         |

| Business Line Add-on Services |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |          |           |  |  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------|--|--|
| Product Name/Description      | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | NRC      | MRC      | Usage     |  |  |
| Toll Free Number              | <b>DA213</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$4.00   | \$0.50   | \$0.02    |  |  |
|                               | Allow callers to reach any local number, on-net or off-net, without long distance charges. Toll Free numbers are telephone numbers with NPAs of 800, 888, 877, 866, 855, 844, and can receive inbound from all 50 US states, Canada, and the Caribbean.                                                                                                                                                                                                                                                                                  |          |          |           |  |  |
| Virtual Number                | <b>DX205</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$5.00   | \$1.00   | N/A       |  |  |
|                               | specified local telephone number. For example a company may want to publish a local number in Boston but have the calls routed to their corporate office in New York. The Boston telephone number is considered to be the Virtual Number.<br>Virtual Numbers may only point to local 10 digit telephone numbers at the subscriber location that are not Toll Free, Virtual Fax, Fax Line, or other Virtual Number telephone numbers. A single point-to-number can only have ten (10) associated Virtual Numbers (softswitch limitation). |          |          |           |  |  |
| Virtual Fax                   | <b>PC176</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$5.00   | \$7.95   | \$0.02 PP |  |  |
|                               | Virtual Fax allows a user to send and receive faxes using their email account. Outbound fax attachments are converted to TIF images for transmission over the PSTN. Inbound faxes are converted to PDF files and delivered to the receiving party. Faxes are sent over HTTPS for secure and reliable transmission. Virtual Fax supports up to 20 unique email addresses and includes a 10 digit telephone number. 500 pages of inbound and/or outbound pages are included, overages are \$0.02 per page (PP).                            |          |          |           |  |  |
| Fax Line                      | <b>PC177</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$5.00   | \$7.95   | \$0.02 PP |  |  |
|                               | Fax Line is a service that allows a user to send and receive faxes using a traditional fax machine, while taking full advantage of HTTPS secure transmission. A proprietary Integrated Access Device (IAD), the AudioCodes Faxback MP-202, is used to convert analog faxes into digital TIF images for secure PSTN fax delivery. 500 pages of inbound and/or outbound pages are included, overages are \$0.02 per page (PP).                                                                                                             |          |          |           |  |  |
| Series Completion             | <b>FX329</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Included | Included | N/A       |  |  |
|                               | Series Completion is similar in functionality to PSTN line-hunting. It allows a call to hunt-across or roll to multiple user telephone numbers or extensions within the Series Completion group. Multiple Series Completion groups may be configured as part of the service. This services is automatically included with each group/location.                                                                                                                                                                                           |          |          |           |  |  |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |          |     |  |  |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----|--|--|
| Anywhere Feature Control | <b>FX345</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Included | Included | N/A |  |  |
|                          | The Anywhere Feature Control allows end-users to take full advantage of the Anywhere feature, by enabling user to make outbound calls from another phone, while assuming the identity of their office phone, as well as swap calls between their other phone, such as a cell or landline, and office phone. The Anywhere Voice Portal includes a 10 digit telephone number. It allows users to call into the portal to access and control the Anywhere feature from an off-net number (mobile, landline, other VoIP line). Off-net forwards may incur additional charges. This services is automatically included with each group/location. |          |          |     |  |  |

| Business Line Add-on Services     |                                                                                                                                                                                                                                                                                                                                            |           |          |       |  |  |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------|--|--|
| Product Name/Description          | USOC                                                                                                                                                                                                                                                                                                                                       | NRC       | MRC      | Usage |  |  |
| Dial-In Feature Control           | <b>FX351</b>                                                                                                                                                                                                                                                                                                                               | Included  | Included | N/A   |  |  |
|                                   | The Dial-In Feature Control allows end-users to access Voicemail, Auto Attendant, and other voice portal features via a dedicated, 10 digit telephone number. This feature is very similar to the "Remote Access to Voicemail" to which PSTN subscribers are accustomed. This services is automatically included with each group/location. |           |          |       |  |  |
| Directory Assistance              | <b>CX900</b>                                                                                                                                                                                                                                                                                                                               | \$1.00    | N/A      |       |  |  |
|                                   | Per call charge when a user dials 411.                                                                                                                                                                                                                                                                                                     |           |          |       |  |  |
| Operator Assistance               | <b>CX930</b>                                                                                                                                                                                                                                                                                                                               | \$1.00    | N/A      |       |  |  |
|                                   | Per call charge when a user dials 0 for operator.                                                                                                                                                                                                                                                                                          |           |          |       |  |  |
| International Directory Assistanc | <b>CX925</b>                                                                                                                                                                                                                                                                                                                               | \$5.00    | N/A      |       |  |  |
|                                   | Per call charge when a user dials International DA.                                                                                                                                                                                                                                                                                        |           |          |       |  |  |
| Outbound International            | <b>CX935</b>                                                                                                                                                                                                                                                                                                                               | Rate Deck | N/A      |       |  |  |
|                                   | Per minute ILD usage                                                                                                                                                                                                                                                                                                                       |           |          |       |  |  |

| Business Line Features            |          |           |               |
|-----------------------------------|----------|-----------|---------------|
|                                   | Standard | Executive | Group Add-ons |
| Anonymous Call Rejection          | •        | •         |               |
| Anywhere                          |          | •         |               |
| Anywhere Feature Control          |          |           | •             |
| Barge In Exempt (Barge In)        |          | qualifies |               |
| Busy Lamp                         |          | •         |               |
| Call Block                        |          | •         |               |
| Call Forward Always               | •        | •         |               |
| Call Forward Busy Line            | •        | •         |               |
| Call Forward Don't Answer         | •        | •         |               |
| Call Forward Not Reachable        | •        | •         |               |
| Call Forward Selective            |          | •         |               |
| Call Hold                         | •        | •         |               |
| Call Logs                         | •        | •         |               |
| Call Notify                       |          | •         |               |
| Call Return                       | •        | •         |               |
| Call Transfer                     | •        | •         |               |
| Call Waiting                      | •        | •         |               |
| Caller ID                         | •        | •         |               |
| Caller ID Delivery Blocking       | •        | •         |               |
| Client Call Control               | •        | •         |               |
| Dial-In Feature Control           |          |           | •             |
| Directed Call Pick-up             |          | •         |               |
| Directed Call Pick-up w/ Barge In |          | qualifies |               |
| Do Not Disturb                    | •        | •         |               |
| Find-Me/Follow-Me                 |          | •         |               |
| Last Number Redial                | •        | •         |               |
| Message Waiting Indicator         | •        | •         |               |
| Multiple Call Arrangement         |          | •         |               |
| N-way Calling                     |          | •         |               |
| Priority Alert                    |          | •         |               |
| Privacy                           | •        | •         |               |
| Push-to-Talk                      |          | •         |               |
| Selective Call Acceptance         |          | •         |               |
| Series Completion                 |          |           | •             |
| Shared Call Appearance            |          | •         |               |
| Speed Dial                        |          | •         |               |
| 3 Way Calling                     | •        | •         |               |
| Voicemail                         | •        | •         |               |
| Voicemail to Email                | •        | •         |               |

| Hosted IP PBX            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |         |        |                             |         |         |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|--------|-----------------------------|---------|---------|
|                          | Unlimited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |         |        | Local Included - Metered LD |         |         |
| Product Name/Description | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NRC    | MRC     |        | USOC                        | NRC     | MRC     |
| Executive (Seat)         | <b>SD145</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$10.50 |        | <b>SC145</b>                | \$ 4.25 | \$ 8.00 |
|                          | Executive Unlimited seats include all inbound and outbound local and domestic long distance usage. Executive Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Executive line includes a 10 digit local telephone number, directory listing, and e911. Executive seats provide the most robust feature set available (see feature grid).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |         |        |                             |         |         |
| Executive (Extension)    | <b>SX145</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$7.50  |        | <b>N/A</b>                  | N/A     | N/A     |
|                          | Executive Seat Extension includes the same feature set as the SD145; however, it doesn't have an associated 10 digit location telephone, directory listing, or e911. Executive seats provide the most robust feature set available (see feature grid).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |         |        |                             |         |         |
| Standard (Seat)          | <b>SD135</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$7.50  |        | <b>SC135</b>                | \$ 4.25 | \$ 7.50 |
|                          | Standard Unlimited seats include all inbound and outbound local and domestic long distance usage. Standard Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Standard line includes a 10 digit local telephone number or extension, directory listing, and e911. Standard seats provide a traditional business feature set (see feature grid).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |         |        |                             |         |         |
| Standard (Extension)     | <b>SX135</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$7.00  | \$0.00 | <b>N/A</b>                  | N/A     | N/A     |
|                          | Standard Seat Extension includes the same feature set as the SD135; however, it doesn't have an associated 10 digit location telephone, directory listing, or e911. Standard seats provide a traditional business feature set (see feature grid).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |         |        |                             |         |         |
| Hosted IP PBX            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |         |        |                             |         |         |
|                          | Unlimited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |         |        | Local Included - Metered LD |         |         |
| Product Name/Description | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NRC    | MRC     |        | USOC                        | NRC     | MRC     |
| Smart Number (Seat)      | <b>SD125</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$6.00  |        | <b>SC125</b>                | \$ 4.25 | \$ 5.00 |
|                          | Each Smart Number can be forwarded to a work, home, or cell number based upon selected criteria. The criteria can include times, days, or calling area code or prefix. Features include Anywhere, do-not-disturb, call logs, caller ID, caller ID block, call waiting, anonymous call rejection, and Momentum Messenger. Inbound and outbound local calls are included in the price of the seat. Includes 10 digit telephone number. Smart Number Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. The UC-One Business Communicator Unified Communications application add-on is included as well. Smart Number seats do not registered to SIP devices like IP Phones or Analog Telephone Adapters (ATAs). Smart Numbers can be ordered with SIP Trunks, but do not consume SIP Trunking call paths. Smart Numbers come with their own dedicated call path. e911 is not available for Smart Numbers due to mobility |        |         |        |                             |         |         |
| Basic (Seat)             | <b>SD115</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$5.50  |        | <b>SC115</b>                | \$ 4.25 | \$ 5.00 |
|                          | Basic Unlimited seats include all inbound and outbound local and domestic long distance usage. Unlimited seats are subject to an acceptable use policy of 2000 minutes of long distance per line. Overages are billed at a rate of \$0.02 per minute. Basic Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. Each Basic line includes a 10 digit local telephone number or extension, directory listing, and e911. Unlimited minutes are pooled at the group/location level and overages are billed at a rate of \$0.02 per minute. Basic seats provide a business feature set that compliment lobby phones and breakrooms (see feature grid).                                                                                                                                                                                                                                                                      |        |         |        |                             |         |         |
| Basic (Seat)             | <b>SX115</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4.25 | \$4.50  |        | <b>SC115</b>                | \$ 4.25 | \$ 5.00 |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |         |  |              |         |          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|--|--------------|---------|----------|
|                                   | Basic Seat Extension includes the same feature set as the SD115; however, it doesn't have an associated 10 digit location telephone, directory listing, or e911.                                                                                                                                                                                                                                                                                                                                                                               |        |         |  |              |         |          |
| Auto Attendant                    | <b>SD172</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$5.00 | \$12.00 |  | <b>SC172</b> | \$ 5.00 | \$ 11.00 |
|                                   | The Auto Attendant serves as an automated assistant that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on). Inbound and outbound local calls are included in the price of the seat. Auto Attendant Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute. |        |         |  |              |         |          |
| Auto Attendant - Tree             | <b>SK173</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$5.00 | \$12.00 |  | <b>SC173</b> | \$5.00  | \$13.00  |
|                                   | The Auto Attendant Tree, with its 'sub-menu' [additional imbedded Auto Attendants] functionality, answers incoming calls and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on). Can include a DID if desired. System allows a maximum of 99 sub-menus                                                                                                               |        |         |  |              |         |          |
| Auto Attendant - Tree (Extension) | <b>SX173</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$5.00 | \$10.00 |  |              |         |          |
|                                   | The Auto Attendant Tree Extension, with its 'sub-menu' [additional imbedded Auto Attendants] functionality, answers incoming calls and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on). Can include a DID if desired. System allows a maximum of 99 sub-menus                                                                                                     |        |         |  |              |         |          |
| End-user Charge Line Fee (EUCL)   | <b>SL104</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A    | \$1.00  |  | N/A          |         |          |
|                                   | Applied to each seat or service with an associated 10 digit local telephone number                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |         |  |              |         |          |

| Hosted IP PBX Add-Ons          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |          |        |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------|
| Product Name/Description       | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | NRC      | MRC      | Usage  |
| Virtual Number                 | <b>DX205</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$5.00   | \$1.00   | N/A    |
|                                | A virtual number is a foreign, US-based telephone number that is automatically forwarded to specified local telephone number. For example a company may want to publish a local number in Boston but have the calls routed to their corporate office in New York. The Boston telephone number is considered to be the Virtual Number. Virtual Numbers may only point to local 10 digit telephone numbers at the subscriber location that are not Toll Free, Virtual Fax, Fax Line, or other Virtual Number telephone numbers. A single point-to-number can only have ten (10) associated Virtual Numbers (softswitch limitation). |          |          |        |
| Virtual User Feature Pack      | <b>FX350</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ -     | \$ 3.95  | N/A    |
|                                | The Virtual User Feature Pack is a comprehensive set of popular calling features and call management services that may be assigned to Virtual User & Group Services including <b>Auto Attendants, Hunt Groups, Instant Conference, Audio Conference Bridges, and Call Center Queues.</b>                                                                                                                                                                                                                                                                                                                                          |          |          |        |
| Voicemail Transcription (Gist) | <b>IX102</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00   | \$1.95   | N/A    |
|                                | Voicemail preview feature allows users to receive a rough translation of the content of voicemail along with the attached file when received by email.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |          |        |
| Standard IVR Call Path         | <b>IX100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00   | \$119.00 | N/A    |
|                                | Per concurrent call in interactive voice response system. Standard IVR Call paths play recordings and use DTMF for call processing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |          |        |
| Enhanced IVR Call Path         | <b>IX101</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00   | \$199.00 | N/A    |
|                                | Per concurrent call in interactive voice response system. Enhanced IVR Call paths include speech to text and text to speech for call processing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |          |        |
| IVR Setup (Per Hour)           | <b>BX100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$150.00 | \$0.00   | N/A    |
|                                | Hourly development for interactive voice response application. Includes time for engineers spent in meetings reviewing customer requirements. 5 hour min.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |          |        |
| Mobility Complete              | <b>FX391</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 10.00 | \$ 4.95  | \$0.02 |
|                                | Mobility Complete adds multi-point video calling, desktop sharing and audio meet me bridge to Business Communicator. External calls in audio bridge are charged at \$0.02 / participant per minute SA179 required for conference                                                                                                                                                                                                                                                                                                                                                                                                  |          |          |        |
| Mobility Complete with SMS     | <b>FX408</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 10.00 | \$ 6.95  | \$0.02 |
|                                | Mobility Complete with SMS has the same features as the FX391, however adds the capability to utilize SMS functionality on the mobility number. External calls in audio bridge are charged at \$0.02 / participant per minute SA179 required for conference                                                                                                                                                                                                                                                                                                                                                                       |          |          |        |
| Collaborate Bridge             | <b>SA179</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ -     | \$ -     | N/A    |
|                                | FX408. Once completed and installed, the View Desktop Software will associate the bridge when the 'My Room' functionality loads. If the customer already has a Collaborate bridge in the same group, a new one is not required to function. Simply install and open the software and allow it to build the profile.                                                                                                                                                                                                                                                                                                               |          |          |        |
| Voicemail Only                 | <b>FC330</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$4.00   | \$4.25   | N/A    |
|                                | Each Voicemail-only seat includes a 10 digit local telephone number, or an associated extension, and voicemail. No other features are included or may be added to the seat type. Devices and/or applications may not be associated with Voicemail-only Extension seats. <b>FX330</b> is Voicemail-Only Extension Seat                                                                                                                                                                                                                                                                                                             |          |          |        |
| Directory Assistance           | <b>CX900</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$1.00   | N/A      | N/A    |
|                                | Per call charge when a user dials 411.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |          |        |



|                                    |                                                                                                                                                                                                                                                                                                                                                                |           |        |     |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-----|
| Operator Assistance                | <b>CX930</b>                                                                                                                                                                                                                                                                                                                                                   | \$1.00    | N/A    | N/A |
|                                    | Per call charge when a user dials 0 for operator.                                                                                                                                                                                                                                                                                                              |           |        |     |
| International Directory Assistance | <b>CX925</b>                                                                                                                                                                                                                                                                                                                                                   | \$5.00    | N/A    | N/A |
|                                    | Per call charge when a user dials International DA.                                                                                                                                                                                                                                                                                                            |           |        |     |
| Outbound International             | <b>CX935</b>                                                                                                                                                                                                                                                                                                                                                   | Rate Deck | N/A    | N/A |
|                                    | Per minute ILD usage                                                                                                                                                                                                                                                                                                                                           |           |        |     |
| Connect (gointegrator Lite)        | <b>IX106</b>                                                                                                                                                                                                                                                                                                                                                   | \$0.00    | \$1.25 | N/A |
|                                    | PC system tray application adds PC functionality to Momentum voice service. Enables Click-to-Dial, Caller Preview, Contact Search from Outlook and Gmail, and Skype presence integration for Office 365                                                                                                                                                        |           |        |     |
| Connect CRM (gointegrator DB)      | <b>IX103</b>                                                                                                                                                                                                                                                                                                                                                   | \$0.00    | \$5.95 | N/A |
|                                    | PC system tray application adds PC functionality to Momentum voice service with a wide variety of CRM applications. Custom integration with most CRM applications with an API interface maybe available for an additional charge.. Enables Click-to-Dial, Caller Preview, Contact Search from Outlook and Gmail, and Skype presence integration for Office 365 |           |        |     |

| Enterprise Features               |                |              |       |           |           |                           |              |               |
|-----------------------------------|----------------|--------------|-------|-----------|-----------|---------------------------|--------------|---------------|
|                                   | Auto Attendant | Smart Number | Basic | Standard  | Executive | Virtual User Feature Pack | User Add-Ons | Group Add-ons |
| Account/Authorization Codes       |                |              |       |           |           |                           |              | •             |
| Anonymous Call Rejection          | •              | •            |       | •         | •         | •                         |              |               |
| Anywhere                          |                | •            |       |           | •         |                           |              |               |
| Anywhere Feature Control          |                |              |       |           |           |                           |              | •             |
| Audio Conferencing                |                |              |       |           |           |                           |              | •             |
| Auto Attendant                    | •              |              |       |           |           |                           |              |               |
| Barge In Exempt (Barge In)        |                |              |       |           | qualifies |                           | •            |               |
| Business Communicator             |                | •            |       | qualifies | qualifies |                           |              |               |
| Busy Lamp                         |                |              |       |           | •         |                           |              |               |
| Call Block                        | •              | •            |       |           | •         | •                         |              |               |
| Call Forward Always               |                |              |       | •         | •         |                           |              |               |
| Call Control Toolbar              |                |              |       | qualifies | qualifies |                           | •            |               |
| Call Forward Busy Line            |                |              |       | •         | •         | •                         |              |               |
| Call Forward Don't Answer         |                |              |       | •         | •         |                           |              |               |
| Call Forward Not Reachable        |                |              |       | •         | •         |                           |              |               |
| Call Forward Selective            |                |              |       |           | •         | •                         |              |               |
| Call Hold                         |                |              |       | •         | •         |                           |              |               |
| Call Logs                         | •              | •            | •     | •         | •         |                           |              |               |
| Call Notify                       |                |              |       |           | •         |                           |              |               |
| Call Park/ Pickup                 |                |              |       |           |           |                           |              | •             |
| Call Return                       |                |              |       | •         | •         |                           |              |               |
| Call Transfer                     |                |              |       | •         | •         |                           |              |               |
| Call Waiting                      |                | •            | •     | •         | •         |                           |              |               |
| Caller ID                         |                | •            | •     | •         | •         |                           |              |               |
| Caller ID Delivery Blocking       |                | •            | •     | •         | •         | •                         |              |               |
| Client Call Control               |                | •            | •     | •         | •         |                           |              |               |
| Dial-In Feature Control           |                |              |       |           |           |                           |              | •             |
| Directed Call Pick-up             |                |              |       |           | •         |                           |              |               |
| Directed Call Pick-up w/ Barge In |                |              |       |           | qualifies |                           | •            |               |
| Do Not Disturb                    |                | •            |       | •         | •         |                           |              |               |
| Find-Me/Follow-Me                 |                | •            |       |           | •         |                           |              |               |
| Hoteling Guest and Host           |                |              |       |           | •         |                           |              |               |
| Hunt Groups                       |                |              |       |           |           |                           |              | •             |
| Instant Conference                |                |              |       |           |           |                           |              | •             |
| Last Number Redial                |                |              |       | •         | •         |                           |              |               |
| Message Waiting Indicator         |                |              |       | •         | •         | •                         |              |               |
| Music on Hold                     |                |              |       |           |           |                           |              | •             |
| Multiple Call Arrangement         |                |              |       |           | •         |                           |              |               |
| N-way Calling                     |                |              |       |           | •         |                           |              |               |
| Priority Alert                    |                |              |       |           | •         |                           |              |               |
| Privacy                           |                | •            | •     | •         | •         |                           |              |               |
| Push-to-Talk                      |                |              |       |           | •         |                           |              |               |
| Receptionist Dashboard            |                |              |       |           | qualifies |                           | •            |               |
| Selective Call Acceptance         |                |              |       |           | •         | •                         |              |               |
| Series Completion                 |                |              |       |           |           |                           |              | •             |
| Shared Call Appearance            |                |              |       |           | •         |                           |              |               |
| Speed Dial                        |                |              |       |           | •         |                           |              |               |
| 3 Way Calling                     |                |              |       | •         | •         |                           |              |               |
| Voice mail                        | •              | •            |       | •         | •         | •                         |              |               |
| Voice mail to Email               | •              | •            |       | •         | •         | •                         |              |               |

| Enterprise SIP Trunking      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |         |        |  |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|--------|--|
| Product Name/Description     | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NRC     | MRC     | Usage  |  |
| Call Path - Metered          | <b>TB160</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 4.25 | \$ 5.00 | \$0.02 |  |
|                              | Includes one (1) SIP Trunk and unlimited inbound minutes. All outbound local and LD usage is metered at \$0.02 per minute. All Momentum "metered" and "unlimited" products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included. No volume discounts on SIP Trunking, unless approved by Management.                              |         |         |        |  |
| Call Path Local - Metered LD | <b>TC160</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 4.25 | \$ 6.00 | \$0.02 |  |
|                              | Includes one (1) SIP Trunk and unlimited inbound minutes. All outbound local usage is unlimited, all outbound LD usage is metered at \$0.02 per minute. All Momentum "metered" and "unlimited" products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included. No volume discounts on SIP Trunking, unless approved by Management. |         |         |        |  |
| Call Path Unlimited          | <b>TD160</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 4.25 | \$ 7.00 | \$0.02 |  |
|                              | Includes one (1) SIP Trunk and unlimited inbound minutes. All outbound local and LD usage is unlimited. All Momentum "metered" and "unlimited" products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included. No volume discounts on SIP Trunking, unless approved by Management. AUP of 2000 minutes of LD per call path applies |         |         |        |  |
| DID                          | <b>DX206</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 5.00 | \$ 0.20 | N/A    |  |
|                              | Direct Inward/Outward Dialing (DIDs) numbers are 10 digit telephone numbers. \$0.25 per DID. There is a 10:1 DID to Call Path/Trunk ratio.                                                                                                                                                                                                                                                                                                                                                                                                                             |         |         |        |  |
| Advanced DID Feature Pack    | <b>DX213</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00  | \$2.95  | N/A    |  |
|                              | Advanced DID Feature Pack is a comprehensive set of popular calling features and call management services that may be assigned to a DID.                                                                                                                                                                                                                                                                                                                                                                                                                               |         |         |        |  |
|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |         |        |  |
|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |         |        |  |

To qualify for service, a subscriber must order at least one (1) Call Path and one (1) DID.

| SIP Trunking Add-Ons     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |          |        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|--------|
| Product Name/Description | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NRC    | MRC      | Usage  |
| Auto Attendant           | <b>SD172</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$5.00 | \$12.00  | N/A    |
|                          | <p>The Auto Attendant serves as an automated assistant that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on). Inbound and outbound local calls are included in the price of the seat. Unlimited seats are subject to an acceptable use policy of 2000 minutes of long distance per seat. Minutes are pooled at the group level and overages are billed at a rate of \$0.03 per minute. Auto Attendant Local In/Out Included - Metered LD line include all inbound and outbound local usage, but all domestic LD is metered at \$0.02 per minute.</p> |        |          |        |
| Auto Attendant Extension | <b>SX172</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 | \$10.00  | N/A    |
|                          | <p>The Auto Attendant Extension does not include a 10 digit telephone number, only an extension. It serves as an automated assistant that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on). Inbound calls to the auto attendant w/ extension must be transferred from a user or another auto attendant within the group or enterprise. Inbound and outbound local calls are included in the price of the call path.</p>                                                                                                                              |        |          |        |
| Audio Conferencing       | <b>SA174</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 | \$3.95   | \$0.02 |
|                          | <p>The Audio Conferencing service allows conference administrators to create multi-port conference bridges that can be used by members of the group and external parties to hold scheduled, recurring, non-reservation, and ad-hoc conferences. The usage charge is applied for every party in the conference call, e.g. in a 4 party conference, the usage charge would be billed at \$0.02 per minute of use (MOU) for the period when all 4 parties are on line. If the 4 conference participants conferenced for 10 minutes, the charge for the conference call will be \$1.00. 4 x \$0.02 x 10mins.</p>                                                                                                                                           |        |          |        |
| Hunt Group               | <b>SD178</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$4.25 | \$5.50   | N/A    |
|                          | <p>Allows users within a group to be included in a specified sub-group to handle incoming calls received by an assigned Hunt Group's 10 digit phone number or extension.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |          |        |
| Hunt Group Extension     | <b>SX178</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 | Included | N/A    |
|                          | <p>Allows users within a group to be included in a specified sub-group to handle incoming calls received by an assigned Hunt Group's 10 digit phone number or extension.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |          |        |
| Instant Conference       | <b>FX334</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00 | \$4.95   | N/A    |
|                          | <p>The Instant Conference service allows a user to call a group of members, whereby the system alerts all members in the group. As the members answer, they are joined into a multi-way conference. The Instant Conference service allows an administrator to define a group composed of a list of member users. These members can be part of the same group or enterprise (specified by user name, extension or location code + extension) or can be external users (specified by a phone number or SIP URI).</p>                                                                                                                                                                                                                                     |        |          |        |

| SIP Trunking Add-Ons          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |          |        |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------|
| Product Name/Description      | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NRC      | MRC      | Usage  |
| Call Control Toolbar          | <b>FX328</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | #N/A     | #N/A     | #N/A   |
|                               | The Call Control Toolbar provides access to calling services from a toolbar. This application enables users to place and accept telephone calls and change telephone settings from within Outlook, Internet Explorer and Firefox.                                                                                                                                                                                                                                                                                          |          |          |        |
| Toll free                     | <b>DA213</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$4.00   | \$0.50   | \$0.02 |
|                               | Allows callers to reach a number without long distance charges. Toll Free calls from are billed at a rate of \$0.03 per minute for usage (MOU). Only accepts calls from U.S., Canada, and Caribbean.                                                                                                                                                                                                                                                                                                                       |          |          |        |
| Account / Authorization Codes | <b>FX300</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included | Included | N/A    |
|                               | Account codes enable the tracking of calls made outside of the group by prompting users for an account code. Authorization codes perform an authorization of calls made outside of the group by prompting users for a code. Calls are not connected unless a valid code is entered. Account/Authorization codes are limited to 2-9 digits. Local and Toll-free calls can be excluded from needing Account/ Authorization codes. This feature is applied to an entire group (location).                                     |          |          |        |
| Anywhere Feature Control      | <b>FX345</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included | Included | N/A    |
|                               | The Anywhere Feature Control allows end-users to take full advantage of the Anywhere feature, by enabling user to make outbound calls from another phone, while assuming the identity of their office phone, as well as swap calls between their other phone, such as a cell or landline, and office phone. The Anywhere Voice Portal includes a 10 digit telephone number. It allows users to call into the portal to access and control the Anywhere feature from an off-net number (mobile, landline, other VoIP line). |          |          |        |
| Call Park/Call Pickup         | <b>FX333</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included | Included | N/A    |
|                               | Allows users to answer, hold, and retrieve calls from any station within their call park and pickup group. This feature is applied to an entire group (location).                                                                                                                                                                                                                                                                                                                                                          |          |          |        |
| Dial-In Feature Control       | <b>FX351</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included | Included | N/A    |
|                               | The Dial-In Feature Control allows end-users to access Voicemail, Auto Attendant, and other voice portal features via a dedicated, 10 digit telephone number. This feature is very similar to the "Remote Access to Voicemail" to which PSTN subscribers are accustomed.                                                                                                                                                                                                                                                   |          |          |        |
| Music On Hold                 | <b>FX316</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included | Included | N/A    |
|                               | Users can choose between standard hold music or can upload custom hold music in the form of a .wav file. Music on Hold is applied to an entire group (location) and is configured from the subscriber portal by the Admin.                                                                                                                                                                                                                                                                                                 |          |          |        |
| SIP Trunking Add-Ons          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |          |        |
| Product Name/Description      | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NRC      | MRC      | Usage  |
| Series Completion             | <b>FX329</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included | Included | N/A    |
|                               | Series Completion is similar in functionality to PSTN line-hunting. It allows a call to hunt-across or roll to multiple user telephone numbers or extensions within the Series Completion group. Multiple Series Completion groups may be configured as part of the service.                                                                                                                                                                                                                                               |          |          |        |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |          |           |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|-----------|
| Fax Line                  | PC177                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$7.95   | \$0.02 PP |
|                           | Fax Line is a service that allows a user to send and receive faxes using a traditional fax machine, while taking full advantage of HTTPS secure transmission. A proprietary Integrated Access Device (IAD), the AudioCodes Faxback MP-202, is used to convert analog faxes into digital TIF images for secure PSTN fax delivery. 500 pages of inbound and/or outbound pages are included, overages are \$0.02 per page (PP).                                                                                                                                                                                                         |        |          |           |
| Virtual Fax               | PC176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$7.95   | \$0.02 PP |
|                           | Virtual Fax allows a user to send and receive faxes using their email account. Outbound fax attachments are converted to TIF images for transmission over the PSTN. Inbound faxes are converted to PDF files and delivered to the receiving party. Faxes are sent over HTTPS for secure and reliable transmission. Virtual Fax supports up to 20 unique email addresses and includes a 10 digit telephone number. 500 pages of inbound and/or outbound pages are included, overages are \$0.02 per page (PP).                                                                                                                        |        |          |           |
| Virtual Fax 2,500pg       | PG176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$29.95  | \$0.02 PP |
| Virtual Fax 5,000pg       | PH176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$56.95  | \$0.02 PP |
| Virtual Fax 10,000pg      | PI176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$110.95 | \$0.02 PP |
| Virtual Fax 15,000pg      | PJ176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$165.95 | \$0.02 PP |
| Virtual Fax 20,000pg      | PK176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$220.95 | \$0.02 PP |
| Virtual Fax 50,000pg      | PM176                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$459.95 | \$0.02 PP |
| Virtual Number            | DX205                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5.00 | \$1.00   | N/A       |
|                           | A Virtual Number is a foreign, US based telephone number that is automatically forwarded to specified local telephone number. For example a company may want to publish a local number in Boston but have the calls routed to their corporate office in New York. The Boston telephone number is considered to be the Virtual Number.<br>Virtual Numbers may only point to local 10 digit telephone numbers at the subscriber location that are not Toll Free, Virtual Fax, Fax Line, or other Virtual Number telephone numbers. A single point-to-number can only have ten (10) associated Virtual Numbers (softswitch limitation). |        |          |           |
| Virtual User Feature Pack | FX350                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00 | \$3.95   | N/A       |
|                           | The Virtual User Feature Pack is a comprehensive set of popular calling features and call management services that may be assigned to Virtual User & Group Services including <b>Auto Attendants, Hunt Groups, Instant Conference, Audio Conference Bridges, and Call Center Queues.</b>                                                                                                                                                                                                                                                                                                                                             |        |          |           |
| SIP Trunking Add-Ons      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |          |           |
| Product Name/Description  | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | NRC    | MRC      |           |
| Voicemail Only            | FC330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$4.00 | \$4.25   | N/A       |
|                           | Each Voicemail-only seat includes a 10 digit local telephone number, or an associated extension, and voicemail. No other features are included or may be added to the seat type. Devices and/or applications may not be associated with Voicemail-only Extension seats. <b>FX330</b> is Voicemail-Only Extension Seat                                                                                                                                                                                                                                                                                                                |        |          |           |

|                                    |                                                     |           |     |
|------------------------------------|-----------------------------------------------------|-----------|-----|
| Directory Assistance               | <b>CX900</b>                                        | \$1.00    | N/A |
|                                    | Per call charge when a user dials 411.              |           |     |
| Operator Assistance                | <b>CX930</b>                                        | \$1.00    | N/A |
|                                    | Per call charge when a user dials 0 for operator.   |           |     |
| International Directory Assistance | <b>CX925</b>                                        | \$5.00    | N/A |
|                                    | Per call charge when a user dials International DA. |           |     |
| Outbound International             | <b>CX935</b>                                        | Rate Deck | N/A |
|                                    | Per minute ILD usage                                |           |     |



| SIP Trunking Features             |     |                           |           |               |
|-----------------------------------|-----|---------------------------|-----------|---------------|
|                                   | DID | Advanced DID Feature Pack | Call Path | Group Add-Ons |
| Basic Call Logs                   | •   | •                         |           |               |
| Anonymous Call Rejection          |     | •                         |           |               |
| Anywhere                          |     | •                         |           |               |
| Anywhere Feature Control          |     |                           |           | •             |
| Call Forward Not Reachable        |     | •                         | •         |               |
| Call Forwarding Always            |     | •                         | •         |               |
| Call Forwarding Busy              |     | •                         |           |               |
| Call Forwarding No Answer         |     | •                         |           |               |
| Call Forwarding Selective         |     | •                         |           |               |
| Call Return                       |     | •                         |           |               |
| Call Transfer                     |     | •                         |           |               |
| Call Waiting                      | •   | •                         |           |               |
| Caller ID                         | •   | •                         |           |               |
| Calling Line ID Delivery Blocking | •   | •                         |           |               |
| Call Park/Pickup                  |     |                           |           | •             |
| Client Call Control               | •   | •                         |           |               |
| Dial-In Feature Control           |     |                           |           |               |
| Do Not Disturb                    |     | •                         |           |               |
| Flash Call Hold                   |     | •                         |           |               |
| Hunt Groups                       |     |                           |           | •             |
| Instant Conference                |     |                           |           | •             |
| Music on Hold                     |     |                           |           | •             |
| Selective Call Acceptance         |     | •                         |           |               |
| Selective Call Rejection          |     | •                         |           |               |
| Sequential Ring (Find Me)         |     | •                         |           |               |
| Series Completion                 |     |                           |           | •             |
| Simultaneous Ring (Find Me)       |     | •                         |           |               |
| Speed-dial                        |     | •                         |           |               |
| Three-way                         |     | •                         |           |               |
| Voicemail & Voicemail to Email    |     | •                         |           |               |

| IP Trunking                   |                                                                                                                                                                                                                                                                                                                                                                                                                              |         |         |        |  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|--------|--|
| Product Name/Description      | USOC                                                                                                                                                                                                                                                                                                                                                                                                                         | NRC     | MRC     | Usage  |  |
| IP Trunk Group                | <b>IP160</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -    | \$ -    | \$0.00 |  |
|                               | The zero rated IP Trunk Group is the “shell” of IP Trunking and required for every IP Trunking account.                                                                                                                                                                                                                                                                                                                      |         |         |        |  |
| Inbound Only Trunk            | <b>IP161</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 4.25 | \$ 5.00 | \$0.00 |  |
|                               | Includes one (1) SIP Trunk and unlimited inbound local & LD minutes. All Momentum “metered” and “unlimited” products are subject to “intended use” limitations, which restrict uses such as “auto dialers” and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included.              |         |         |        |  |
| Outbound Only Trunk           | <b>IP162</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 4.25 | \$ 5.00 | \$0.00 |  |
|                               | Includes one (1) SIP Trunk and unlimited outbound local & LD minutes. All Momentum “metered” and “unlimited” products are subject to “intended use” limitations, which restrict uses such as “auto dialers” and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included.             |         |         |        |  |
| 2 Way Trunk                   | <b>IP163</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 4.25 | \$ 5.00 | 0.02   |  |
|                               | Includes one (1) SIP Trunk and unlimited inbound and outbound local & LD minutes. All Momentum “metered” and “unlimited” products are subject to “intended use” limitations, which restrict uses such as “auto dialers” and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included. |         |         |        |  |
| IP Trunk Group (Metered)      | <b>IP100</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -    | \$ -    | \$0.00 |  |
|                               | Includes the setup of the trunk group to allow you to add Metered IP trunks. All Momentum “metered” and “unlimited” products are subject to “intended use” limitations, which restrict uses such as “auto dialers” and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included.      |         |         |        |  |
| Inbound Only Trunk (Metered)  | <b>IP101</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 4.25 | \$ 3.00 | \$0.00 |  |
|                               | Includes one (1) SIP Trunk and metered inbound local & LD minutes. All Momentum “metered” and “unlimited” products are subject to “intended use” limitations, which restrict uses such as “auto dialers” and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included.                |         |         |        |  |
| Outbound Only Trunk (Metered) | <b>IP102</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 4.25 | \$ 3.00 | \$0.00 |  |

| IP Trunking              |                                                                                                                                                                                                                                                                                                                                                                                                                            |         |         |       |  |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|-------|--|
| Product Name/Description | USOC                                                                                                                                                                                                                                                                                                                                                                                                                       | NRC     | MRC     | Usage |  |
|                          | Includes one (1) SIP Trunk and metered outbound local & LD minutes. All Momentum "metered" and "unlimited" products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included.             |         |         |       |  |
| 2 Way Trunk (Metered)    | <b>IP103</b>                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 4.25 | \$ 3.00 | 0.02  |  |
|                          | Includes one (1) SIP Trunk and metered inbound and outbound local & LD minutes. All Momentum "metered" and "unlimited" products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included. |         |         |       |  |
| IP Trunk DID             | <b>IP200</b>                                                                                                                                                                                                                                                                                                                                                                                                               | \$4.25  | \$0.25  | 0.02  |  |
|                          | Direct Inward/Outward Dialing (DIDs) numbers are 10 digit telephone numbers. \$0.25 per DID. There is a 10:1 DID to Call Path/Trunk ratio. □                                                                                                                                                                                                                                                                               |         |         |       |  |
| IP Trunk e911 DID        | <b>IP201</b>                                                                                                                                                                                                                                                                                                                                                                                                               | \$4.25  | \$0.35  | 0.02  |  |
|                          | Direct Inward/Outward Dialing (DIDs) numbers are 10 digit telephone numbers that include ability to set an e911 address. \$0.25 per DID. There is a 10:1 DID to Call Path/Trunk ratio. □                                                                                                                                                                                                                                   |         |         |       |  |
| Toll Free Switched       | <b>DA213</b>                                                                                                                                                                                                                                                                                                                                                                                                               | \$4.00  | \$0.50  | 0.02  |  |
|                          | Allows callers to reach a number without long distance charges. Toll Free calls from are billed at a rate of \$0.03 per minute for usage (MOU). Only accepts calls from U.S., Canada, and Caribbean.□                                                                                                                                                                                                                      |         |         |       |  |

| Microsoft Teams - Premium      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |          |          |  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------|--|
| Product Name/Description       | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | NRC       | MRC      | Usage    |  |
| Standard MS Teams Premium Seat | <b>MD401</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 5.00   | \$ 9.95  | Included |  |
|                                | <p>The Standard MS Teams Premium Seat provides the minimum Broadsoft feature set to utilize the base functionality included in the MS Teams Client software (including Microsoft Teams Driven Voicemail and VMail Transcription + Momentum's PSTN connectivity. All Seats include a DID, there will be no extension only Teams seats available.</p> <p>Usage: Inbound and outbound local calls are included in the price of the seat, but are subject to an acceptable use policy which includes up to 2000 minutes of long distance per seat, pooled at the group level. Overages are billed at a rate of \$0.03 per minute. (As an FYI, calls to Canada are included in the 2000 minute package).</p> <p>Call Path: Each Standard MS Teams Seat includes a single Call Path.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |          |          |  |
| Advanced MS Teams Premium Seat | <b>MD400</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 5.00   | \$ 15.95 | Included |  |
|                                | <p>An Advanced MS Teams Premium Seat provides the maximum Broadsoft feature set to utilize the base functionality included in the MS Teams Client software (including Microsoft Teams Driven Voicemail and VMail Transcription, Momentum's PSTN connectivity + the ability to use various overlay services like Call Recording and/or Unity. All Seats include a DID, there will be no extension only Teams seats available.</p> <p>Usage: Inbound and outbound local calls are included in the price of the seat, but are subject to an acceptable use policy which includes up to 2000 minutes of long distance per seat, pooled at the group level. Overages are billed at a rate of \$0.03 per minute. (As an FYI, calls to Canada are included in the 2000 minute package).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |          |          |  |
| MS Teams Trunk Group Pilot DID | <b>MD406</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included  | Included | N/A      |  |
|                                | <p>Due to the required Enterprise Trunk Group set up, all installations must have two (2) pilot DIDs ordered and assigned to each trunk, for primary / Secondary failover. (NOTE: These TNs are for internal use only and are ALWAYS to be ordered as 'new' TNs).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |          |  |
| MS Teams Assisted Deployment   | <b>BX150</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 500.00 | \$ -     | N/A      |  |
|                                | <p>MS Teams Assisted Deployment will engage a Momentum Telecom engineer to perform many MS Teams deployment tasks on behalf of the customer. To be clear, there are still tasks that can only be done by the customer, but Momentum will do the majority of the heavy lifting leading up to the 'Go Live' date. At a minimum, the customer must provide administrator-level credentials for assured access to all related customer accounts and services. Please see below for a basic list of items that are the responsibility of both parties should a customer wish to purchase Momentum's MS Teams Assisted Deployment:</p> <p><b>Customer Requirements (To Do)</b><br/>           Ensure that all users have been assigned proper Office 365 Licenses<br/>           Setup Office 365 SBC Domains<br/>           Create Office 365 Temporary Users<br/>           Provide Admin level access credentials to Office 365 account(s).</p> <p><b>Momentum Telecom Requirements (To Do)</b><br/>           Setup Tenant Direct Routing (via PowerShell)<br/>           Pair Primary and Secondary SBCs to the Tenant<br/>           Create PSTN Usage policies<br/>           Enable Direct Routing for User(s)</p> |           |          |          |  |

| Microsoft Teams - Enterprise         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |          |          |  |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------|--|
| Product Name/Description             | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | NRC       | MRC      | Usage    |  |
| MS Teams User DID - Unlimited        | <b>MD405</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 5.00   | \$ 7.50  | N/A      |  |
|                                      | <p>Direct Inward/Outward Dialing (DIDs) numbers are 10 digit telephone user number. Outbound local and LD usage is included with an acceptable use policy of 2000 minutes of LD applying to this package. Minutes are pooled at the group level and overages are billed at a rate \$0.025 per minute. All Momentum "metered" and unmetered products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not included.</p> <p>There is a 10:1 DID to Call Path ratio. (See MD402 for guidance)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |  |
| MS Teams Enterprise Call Path (10:1) | <b>MD402</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included  | Included | Included |  |
|                                      | <p>Includes one (1) call path with inbound usage included. Outbound local and LD usage is included with an acceptable use policy of 2000 minutes of LD applying to this package. Minutes are pooled at the group level and overages are billed at a rate \$0.025 per minute. All Momentum "metered" and unmetered products are subject to "intended use" limitations, which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage. Outbound usage includes calls anywhere in the continental U.S., Alaska, Hawaii, and Canada. International dialing is not</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |          |          |  |
| MS Teams E911 User DID               | <b>MD404</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 5.00   | \$ 7.50  | 0        |  |
|                                      | <p>DID with service address registered with PSAP to direct emergency response calls. (NOTE: One (1) is required per location; May be an MS Teams user).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |          |  |
| MS Teams Trunk Group Pilot DID       | <b>MD406</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included  | Included | N/A      |  |
|                                      | <p>Due to the required Enterprise Trunk Group set up, all installations must have two (2) MS Teams Trunk Group Pilot DIDs ordered and assigned to each trunk, for primary / Secondary failover. (NOTE: These TNs are for internal use only and are ALWAYS to be ordered as 'new' TNs.).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |          |  |
| Enterprise Call Capacity Add-On      | <b>MD407</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 5.00   | \$ 4.00  | N/A      |  |
|                                      | <p>If the customer opts to increase the call capacity for the entire enterprise more than the standard 10:1 ratio provided, please order as necessary.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |          |  |
| Location Call Capacity Add-On        | <b>MD408</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 5.00   | \$ 4.00  | N/A      |  |
|                                      | <p>If the customer opts to increase the call capacity for specific locations/groups more than the standard 10:1 ratio provided, please order as necessary.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |          |          |  |
| MS Teams Assisted Deployment         | <b>BX150</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 500.00 | \$ -     | N/A      |  |
|                                      | <p>MS Teams Assisted Deployment will engage a Momentum Telecom engineer to perform many MS Teams deployment tasks on behalf of the customer. To be clear, there are still tasks that can only be done by the customer, but Momentum will do the majority of the heavy lifting leading up to the 'Go Live' date. At a minimum, the customer must provide administrator-level credentials for assured access to all related customer accounts and services. Please see below for a basic list of items that are the responsibility of both parties should a customer wish to purchase Momentum's MS Teams Assisted Deployment:</p> <p><b>Customer Requirements (To Do)</b><br/>           Ensure that all users have been assigned proper Office 365 Licenses<br/>           Setup Office 365 SBC Domains<br/>           Create Office 365 Temporary Users<br/>           Provide Admin level access credentials to Office 365 account(s).</p> <p><b>Momentum Telecom Requirements (To Do)</b><br/>           Setup Tenant Direct Routing (via PowerShell)<br/>           Pair Primary and Secondary SBCs to the Tenant<br/>           Create PSTN Usage policies<br/>           Enable Direct Routing for User(s)</p> |           |          |          |  |

| Contact Center                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |          |       |  |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------|--|
| Product Name/Description      | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NRC     | MRC      | Usage |  |
| Basic Call Center Agent       | <b>FX370</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ -    | \$ 6.95  | N/A   |  |
|                               | An Enterprise Executive or Advanced seat assigned a Basic Call Center Agent license can only be added to Basic Call Center Queues. Basic Call Centers are designed for the most basic call queuing applications. The feature set does include greetings and announcements, call routing policies, and is designed for inbound call center queues. There is no reporting capabilities included in a Basic Call Center.                                                                   |         |          |       |  |
| Standard Call Center Agent    | <b>FX371</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ -    | \$ 12.95 | N/A   |  |
|                               | An Enterprise Executive or Advanced seat assigned a Standard Agent license can be added to Standard and Basic Call Center Queues. Standard Call Centers are designed for advanced call center applications. The feature set includes all features of a Basic Call Center plus monitoring capabilities, unavailable codes, advanced reporting capabilities, and agent/supervisor application support.                                                                                    |         |          |       |  |
| Premium Call Center Agent     | <b>FX372</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ -    | \$ 19.95 | N/A   |  |
|                               | An Enterprise Executive or Advanced seat user assigned a Premium Agent license can be added to Premium, Standard, and Basic Call Center Queues. Premium Call Centers are designed for the most advanced and sophisticated call center applications. The feature set includes all features of Standard Call Center plus enhanced call routing policies, call presentation features, call disposition codes, critical outbound call center capabilities, and quality management function. |         |          |       |  |
| Call Center Agent Client      | <b>FX375</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ -    | \$ 19.95 | N/A   |  |
|                               | Available Standard and Premium Call Center Agents, the Call Center Agent Client supports the full set of call handling functions, ACD state management, integration of multiple directories, Outlook integration, and other features required in call centers. The application is considered to be a web-based, "thin client". Not available for Basic Call Center Agent.                                                                                                               |         |          |       |  |
| Call Center Supervisor Client | <b>FX376</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ -    | \$ 31.95 | N/A   |  |
|                               | An Enterprise Executive seat user assigned a Call Center Supervisor license has the ability to supervise Call Center agents and queues. The Call Center Supervisor License enables the advanced management, monitoring, and reporting functions of Call Center. The license includes a web-based, "thin client" application. If the supervisor is required to be in a queue, an Agent license must be assigned to the Enterprise Executive seat user as well.                           |         |          |       |  |
| Basic Call Center Queue       | <b>SK377</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 4.25 | \$ 39.95 | N/A   |  |
|                               | Basic Call Center Queues supports a maximum of 25 queued calls per call center. Local inbound/outbound and LD usage is included. Inbound Toll Free usage is metered per minute of use (MOH) based on the Toll Free Number. Queues come with either 10 digit telephone numbers or extensions. <b>SK377</b> is Basic Call Center Queue with Extension                                                                                                                                     |         |          |       |  |
| Contact Center                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |          |       |  |
| Product Name/Description      | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NRC     | MRC      | Usage |  |
| Standard Call Center Queue    | <b>SK368</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 4.25 | \$ 47.95 | N/A   |  |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |      |    |       |     |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|----|-------|-----|
|                            | Standard Call Center Queues supports a maximum of 50 queued calls per call center. Local inbound/outbound and LD usage is included. Inbound Toll Free usage is metered per minute of use (MOH) based on the Toll Free Number. Queues come with either 10 digit telephone numbers or extensions. <b>SX368</b> is Standard Call Center Queue with Extension.                                                                                                                                                                    |    |      |    |       |     |
| Premium Call Center Queue  | <b>SK379</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ | 4.25 | \$ | 54.95 | N/A |
|                            | Premium Call Center Queues supports a maximum of 525 queued calls per call center. Local inbound/outbound and LD usage is included. Inbound Toll Free usage is metered per minute of use (MOH) based on the Toll Free Number. Queues come with either 10 digit telephone numbers or extensions. <b>SX379</b> is a Premium Call Center Queue with Extension                                                                                                                                                                    |    |      |    |       |     |
| Contact Center DNIS Number | <b>DX214</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ | 4.25 | \$ | 1.00  | N/A |
|                            | 10 digit local telephone number that points to a Premium Contact Center Queue w/ TN or EXT. Dialed Number Identification Service (DNIS) allows a single queue to be used to distribute calls to agents and also to prioritize these calls so that more important calls are distributed first. DNIS also allows calls to be tagged so that an agent knows what number the caller called. This allows a single queue to support multiple companies without the caller knowing that they have been combined into a larger group. |    |      |    |       |     |

**Call Center is not available for SIP Trunking accounts.**



| Contact Center - Unity         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |          |       |  |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------|--|
| Product Name/Description       | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NRC     | MRC      | Usage |  |
| Unity Desktop Application      | <b>FX404</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 5.00 | \$ 5.00  | N/A   |  |
|                                | <p>Unity Desktop is an enhanced communications application that lets users see who is on the phone, share notes about current calls and make better call handling decisions. With clean lines and an elegant interface, Unity centralizes communication services into one place, making employees more productive. Note: Windows Desktop version only.</p> <p>Other Available Features Include:</p> <p>Contacts (Busy Lamp Field): Will display availability of up to 30 colleagues; enterprise wide.</p> <p>Instant Messaging: IM any Unity colleague on their PC, Mac; Drag a call into an IM session to call the party.</p> <p>Click-to-Dial: Click a contact or drag their icon into the Call window to open up a new call.</p> <p>Drag &amp; Drop: Drag and drop live calls, contacts and monitored users to perform call management within Unity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         |          |       |  |
| Unity Receptionist Application | <b>FX405</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 5.00 | \$ 20.00 | N/A   |  |
|                                | <p>The Unity Reception dashboard is designed to support even the busiest front desk environments. Featuring a modern and user-friendly interface, Unity Reception improves call handling and customer service for customer facing and front desk attendants.</p> <p>Other Available Features Include:</p> <p>Contacts (Busy Lamp field): Unity will display up to 50 colleagues and visually reflect their ringing/engaged/available / unavailable telephone status.</p> <p>Instant Messaging: IM any Unity colleague on their PC, Mac and drag a live call onto the IM session to transfer the call for truly fluid communication.</p> <p>Hold and Link: This essential feature allows the Receptionist to hold and link a call to a busy user. Once the user is available Unity will notify them or automatically transfer the call.</p> <p>Drag &amp; Drop: Drag and drop calls and contacts to perform call and message</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |          |       |  |
| Unity Agent Application        | <b>FX406</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 5.00 | \$ 12.00 | N/A   |  |
|                                | <p>For use with a new (or existing) Call Center, the Unity Agent Dashboard is an essential tool in empowering Agents toward optimum call handling efficiency. All information relevant to the incoming caller, the status of fellow Agents and Supervisors, and the overall Call Center situation is presented within a refined business interface. Other Available Features Include:</p> <p>Personal Wallboard: See at a glance key metrics such as Calls in Queue and Longest Wait Time for each queue the Agent is assigned to.</p> <p>ACD Control: ACD state governs the availability to take calls. Agents can change their state and assign Unavailable Codes as necessary.</p> <p>Abandoned Capture: When a Supervisor assigns previously abandoned calls, the Agent simply double clicks to call back.</p> <p>User Status: See Agents and Supervisors hook status and ACD state with color coded icons.</p> <p>Join/Leave Queues: Agents can optionally Join or Leave any Call Center, for example to Join a queue that is experiencing a peak in calls.</p> <p>Supervisor Escalation: The Agent can immediately alert a Supervisor for assistance should the need arise mid call. Note: Windows Desktop version only.</p>                                                                                                                                                                                                                                                                                                                                                                                     |         |          |       |  |
| Unity Supervisor Application   | <b>FX407</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 5.00 | \$ 18.00 | N/A   |  |
|                                | <p>For use with a new (or existing) Contact Center, Unity Supervisor can be configured for any customer environment by selecting from 40 different statistics. The ability to set customizable alerts and thresholds notifies the Supervisor, both on screen and audibly, when their intervention is required. Specific alerts can be set for calls in queue, average wait and missed calls, either for individual queues or across all call centers that the Supervisor is managing.</p> <p>Other Available Features Include:</p> <p>Call Center Management: Visualize and balance your Agent resources against incoming callers to maximize call handling efficiency.</p> <p>Thresholds &amp; Alerts: Set custom thresholds so you know immediately when sub optimal conditions occur, and what to do about it.</p> <p>Abandoned Capture: Unity captures the Caller ID of all abandoned calls and allows the Supervisor to assign these to Agents for callback.</p> <p>Personal Wallboard: See at a glance key metrics such as Calls in Queue and Agents available for the queues you manage.</p> <p>Agent Management: Immediately change an Agent's ACD state and queue assignment to respond to changing calling patterns.</p> <p>Escalation &amp; Barge-In: Assist Agents with Escalation and Emergency Escalation, or directly barge into a call if needed.</p> <p>Reporting &amp; Analytics: Unity provides access to 20 historical reports for deeper analysis.</p> <p>Agent Availability: See Agents ACD state and hook</p> <p>Status options with color coded icons. Note: Windows Desktop version only.</p> |         |          |       |  |

| Collaborate                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                        |                                       |                                                         |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------|---------------------------------------|---------------------------------------------------------|
| Product Name/Description                | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NRC                                | MRC                                    | Usage                                 |                                                         |
| Collaborate Audio/Web Conference Bridge | WA100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 4.95                            | \$0.00                                 | Specified Below                       |                                                         |
|                                         | <p>Collaborate is a complete Audio &amp; Web conferencing bridge for up to 3,000 users. Collaborate is a 'Usage' based product so there are no monthly based fees. There is a one time setup charge per user account created. Usage fees are determined on a per user, per minute basis. There are three flavors of the service: On Demand, Automated Event and Event Call; Users receive a bridge number with Access Code and Passcode for control. Please refer to the details below for the specifics of each. Please note that these bridge numbers may not be changed or ported. Conferencing Support: Should the end-user customer have issues with the bridge or loading of the software or any of the associated features, they may contact support at 800-537-5801 or locally at 303-446-4606. (Support Services are handled by CenturyLink / Level 3) URL: <a href="https://conf.cfer.com/">https://conf.cfer.com/</a><br/>USOC - WA105 Used to capture the Access Code in RPX that is assigned to the user.</p>                                                                                                                                                                                             |                                    |                                        |                                       |                                                         |
| Service Type                            | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Audio Per User & Per Minute Charge | Toll Free Per User & Per Minute Charge | Dial Out Per User & Per Minute Charge | Web (in addition to Audio) Per User & Per Minute Charge |
| Service Type: On Demand                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 0.025                           | \$ 0.05                                | \$ 0.025                              | 0.09                                                    |
|                                         | <p>The Collaborate 'On Demand' service is a reservation-less offering that allows users to start audio and/or web conferences on demand and any time. Users will receive a Toll-Free number (800-550-6167) that may be used within the US and Canada, although International Toll Free and/or Access Numbers are available.<br/>On Demand Specs:<br/>Audio Attendee Max: 150<br/>Web Attendee Max: 3,000<br/>This link allows users to manage all aspects of the calls including reporting, recordings and contacts.<br/>Outlook Plugin: This service includes and Outlook plugin for easy conference scheduling</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                        |                                       |                                                         |
| Service Type                            | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Audio                              | Toll Free                              | Dial Out                              | Web (in addition to Audio)                              |
| Service Type: Automated Event           | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 0.12                            | \$ 0.17                                | \$ 0.12                               | 0.09                                                    |
|                                         | <p>The Automated Event service is an automated reservations based conferencing service for large business meetings requiring more capabilities. It is a no bells, no whistles larger conferencing solution for day to day business calls. An Operator is not included in this offering. Please note that this service does require a reservation; see details below:<br/>Automated Event Specs:<br/>Audio Attendee Max: 500<br/>Web Attendee Max: 3,000<br/>Reservations: Hosts must contact Collaborate Conferencing Customer Care at 800-537-5801 to coordinate the bridge and the needs for the specific meeting / call. A specific time and date are required to book an event<br/>Toll-Free Number: Once verified, the host will receive a new Toll-Free number and Access number to be used only for the scheduled event. This number will only be Toll-Free in the US, Canada and UK only; unless a new international number is asked to be assigned.</p>                                                                                                                                                                                                                                                       |                                    |                                        |                                       |                                                         |
| Service Type                            | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Audio                              | Toll Free                              | Dial Out                              | Web (in addition to Audio)                              |
| Service Type: Event Call                | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 0.20                            | \$ 0.25                                | \$ 0.20                               | 0.09                                                    |
|                                         | <p>The Event Call is a full-service, 'white glove' conferencing product for high profile, C level communication such as investor relations calls or merger announcements, etc. This product includes full service operator coordination, monitoring, and support. Additional security for participants can also be used, such as password verification. See detailed Specs below:<br/>Event Call Specs:<br/>Audio Attendee Max: 3,000<br/>Web Attendee Max: 3,000<br/>Reservations: Hosts must contact Collaborate Conferencing Customer Care at 800-537-5801 to coordinate the bridge and the needs for the specific meeting / call. A specific time and date are required to book an event<br/>Toll-Free Number: Once verified, the host will receive a new Toll-Free number and Access number to be used only for the scheduled event. This number will only be Toll-Free in the US, Canada and UK only.<br/>Operator Assisted Call: The operator may assist in all levels of the calls; Mute / un-mute speakers, Speaker Introduction(s), Standardized and Custom scripts are available to be read. Transcription and recording services are also available for these types of calls but at an additional fee.</p> |                                    |                                        |                                       |                                                         |

| Hosted Reporting          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |          |       |  |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------|--|
| Product Name/Description  | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | NRC       | MRC      | Usage |  |
| Akixi Lite (Tenant Setup) | <b>QX100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 50.00  | \$0.00   | N/A   |  |
|                           | A basic call logging service that includes historical call reporting. Call Reporting Lite offers scheduled reports, cradle to grave call reporting and trend analysis by multiple intervals such as half an hour, per day, per week or per month. Does Not support Presence.                                                                                                                                                                                                                                                                                                                                                 |           |          |       |  |
| Akixi 1000 (Tenant setup) | <b>QX101</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 165.00 | \$0.00   | N/A   |  |
|                           | A business dashboard that helps you manage your telephony resources and usage cost effectively. Call Reporting Plus provides comprehensive real time call analytics which allow you to scrutinize and analyze your customers, supplier contacts and staff historically in real time. Desktop Wallboard Displays real time call statistics in large individual tiles where each statistic can have a specifically configured alarm. Does support Presence.                                                                                                                                                                    |           |          |       |  |
| Akixi 2000 (Tenant Setup) | <b>QX102</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$500.00  | \$0.00   | N/A   |  |
|                           | Delivers the complete contact center tool allowing you to successfully manage your staff, campaigns and resources effectively. Call Reporting Pro provides comprehensive real time call analytics which allow you to scrutinize and analyze your customers, supplier contacts and staff to include ACD agent activities, historically in real time. Desktop Wallboard Displays real time call statistics in large individual tiles where each statistic can have a specifically configured alarm. This is the perfect tool to help deliver outstanding customer service in a call center environment. Does support Presence. |           |          |       |  |
| Akixi Lite Extension      | <b>QX200</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -      | \$ 1.00  | N/A   |  |
|                           | Monitored / reported entity type (AKA "Users" that are reported on...) May only be assigned to the 'Lite' Platform Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |          |       |  |
| Akixi 1000/2000 Extension | <b>QX201</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -      | \$ 3.00  | N/A   |  |
|                           | Monitored / reported entity type (AKA "Users" that are reported on...) May only be assigned to the Plus or Pro Platform Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |          |       |  |
| Akixi Lite Supervisor     | <b>QX202</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -      | \$ 7.00  | N/A   |  |
|                           | Supervisor entity. May be assigned to the 'Lite', 'Plus' or 'Pro' Platform Services. If assigned to either the 'Plus' or Pro Platform Service, the 'Lite Supervisor' will still only be able to view 'Lite' reports.                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |       |  |
| Akixi 1000 Supervisor     | <b>QX203</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -      | \$ 13.00 | N/A   |  |
|                           | Supervisor entity. May be assigned to the 'Lite', 'Plus' or 'Pro' Platform Services. If assigned to either the 'Plus' or Pro Platform Service, the 'Plus Supervisor' will still only be able to view 'Plus' reports.                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |       |  |
| Akixi 2000 Supervisor     | <b>QX204</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -      | \$ 36.00 | N/A   |  |
|                           | Supervisor entity. May be assigned to the 'Lite', 'Plus' or 'Pro' Platform Services. If assigned to either the 'Plus' or Pro Platform Service, the 'Pro Supervisor' will still only be able to view 'Pro' reports.                                                                                                                                                                                                                                                                                                                                                                                                           |           |          |       |  |
| Akixi ACD Agent           | <b>QX205</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ -      | \$ 17.25 | N/A   |  |
|                           | Monitored / reported entity. May be assigned to Akixi 2000 Platform Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |       |  |

| Reporting Service Plan | Reports Included                                                                                                                                  |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | <i>(Historical Call Data Only – Records do not auto update)</i>                                                                                   |
| Lite Platform          | Calls by Tel No., Calls by 1/2 hour, Calls by Day, Calls by Week, Calls by Month, Trunk Interface List.                                           |
| Plus Platform          | Call List.                                                                                                                                        |
| Pro Platform           | <i>Includes all the capabilities of the Lite and Plus Platforms + ACD Agent List, Hunt Group List, ACD Activity Log and Calls by Account Code</i> |

NOTES:

Call reporting statistics are kept for 12 months on the Akixi platform

## SIP Trunk Reporting

| Product Name/Description                                     | USOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NRC       | MRC     | Usage |  |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|-------|--|
| SIP Trunk Call Reporting Lite                                | <b>FX411</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 100.00 | \$0.00  | N/A   |  |
|                                                              | Enterprise Setup charge. A basic call logging service that includes historical call reporting. Call Reporting Lite offers scheduled reports, cradle to grave call reporting and trend analysis by multiple intervals such as half an hour, per day, per week or per month. Does Not support Presence.                                                                                                                                                                                                                                                                                                                                                 |           |         |       |  |
| SIP Trunk Call Reporting Plus                                | <b>FX413</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 300.00 | \$0.00  | N/A   |  |
|                                                              | Enterprise Setup charge. A business dashboard that helps you manage your telephony resources and usage cost effectively. Call Reporting Plus provides comprehensive real time call analytics which allow you to scrutinize and analyze your customers, supplier contacts and staff historically in real time. Desktop Wallboard Displays real time call statistics in large individual tiles where each statistic can have a specifically configured alarm. Does support Presence.                                                                                                                                                                    |           |         |       |  |
| SIP Trunk Call Reporting Pro                                 | <b>FX415</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$500.00  | \$0.00  | N/A   |  |
|                                                              | Enterprise Setup charge. Delivers the complete contact center tool allowing you to successfully manage your staff, campaigns and resources effectively. Call Reporting Pro provides comprehensive real time call analytics which allow you to scrutinize and analyze your customers, supplier contacts and staff to include ACD agent activities, historically in real time. Desktop Wallboard Displays real time call statistics in large individual tiles where each statistic can have a specifically configured alarm. This is the perfect tool to help deliver outstanding customer service in a call center environment. Does support Presence. |           |         |       |  |
| SIP Trunk Call Reporting Lite - Concurrent Call Paths        | <b>FX412</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ -      | \$ 1.00 | N/A   |  |
|                                                              | Per Call Path. Monitoring / reporting entity of SIP Trunk Concurrent Call Path(s) that BroadWorks Trunk Users utilize for inbound and outbound calling. May only be assigned to the 'Lite' Platform Service.                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |         |       |  |
| SIP Trunk Call Reporting Plus or Pro - Concurrent Call Paths | <b>FX414</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ -      | \$ 3.00 | N/A   |  |
|                                                              | Per Call Path. Monitoring / reporting entity of SIP Trunk Concurrent Call Path(s) that BroadWorks Trunk Users utilize for inbound and outbound calling. May only be assigned to the Plus or Pro Platform Services                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |         |       |  |
| SIP Trunk Call Reporting DID - Lite (Per DID)                | <b>FX416</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ -      | \$ 0.20 | N/A   |  |
|                                                              | Provides 'Lite' reporting class of service for all enrolled DIDs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |         |       |  |
| SIP Trunk Call Reporting DID - Plus (Per DID)                | <b>FX409</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ -      | \$ 0.30 | N/A   |  |
|                                                              | Provides 'Plus' reporting class of service for all enrolled DIDs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |         |       |  |
| SIP Trunk Call Reporting DID - Pro (Per DID)                 | <b>FX410</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ -      | \$ 0.30 | N/A   |  |
|                                                              | Provides 'Pro' reporting class of service for all enrolled DIDs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |         |       |  |

### Reporting Service Plan

### Reports Included

|               |                                                                                                                                                   |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <i>(Historical Call Data Only – Records do not auto update)</i>                                                                                   |
| Lite Platform | Calls by Tel No., Calls by 1/2 hour, Calls by Day, Calls by Week, Calls by Month, Trunk Interface List.                                           |
| Plus Platform | Call List.                                                                                                                                        |
| Pro Platform  | <i>Includes all the capabilities of the Lite and Plus Platforms + ACD Agent List, Hunt Group List, ACD Activity Log and Calls by Account Code</i> |

#### NOTES:

Call reporting statistics are kept for 12 months on the Akixi platform

| Recording Services       |                                                                                                                                                                                                                                                                                                                          |          |          |       |  |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-------|--|
| Product Name/Description | USOC                                                                                                                                                                                                                                                                                                                     | NRC      | MRC      | Usage |  |
| Call Recording Basic     | <b>FX337</b>                                                                                                                                                                                                                                                                                                             | \$ 8.50  | \$ 7.95  | N/A   |  |
|                          | Most basic call recording package provided by Momentum. Features include portal access, online storage, record/replay, comment, download, and dashboard code.                                                                                                                                                            |          |          |       |  |
| Call Recording Plus      | <b>FX325</b>                                                                                                                                                                                                                                                                                                             | \$ 8.50  | \$ 11.95 | N/A   |  |
|                          | A robust call recording solution with a feature set that includes portal access, online storage, record/replay, comment, download, dashboard, annotate, email, categories, archive, alerts, CRM, desk-top notifier, reports, encryption, and monitor                                                                     |          |          |       |  |
| Call Recording Pro       | <b>FX336</b>                                                                                                                                                                                                                                                                                                             | \$ 30.00 | \$ 14.95 | N/A   |  |
|                          | Most robust call recording solution with a feature set that includes portal access, online storage, record/replay, comment, download, dashboard, annotate, email, categories, archive, alerts, CRM, desk-top notifier, reports, encryption, monitor, and audio mining with up to 25 phrases per Call Recording Pro user. |          |          |       |  |
| Screen Capture           | <b>FX338</b>                                                                                                                                                                                                                                                                                                             | \$ 4.25  | \$ 2.95  | N/A   |  |
|                          | An optional module used to record screenshots of Call Recording users                                                                                                                                                                                                                                                    |          |          |       |  |
| Evaluate                 | <b>FX339</b>                                                                                                                                                                                                                                                                                                             | \$ 4.25  | \$ 2.95  | N/A   |  |
|                          | An optional module of Quality Assurance evaluation tools used for training, performance monitoring, script development and adherence monitoring, and process adherence                                                                                                                                                   |          |          |       |  |

## Extraordinary Charges (Pass Through)

| Product Name/Description                                       | USOC         | NRC      | MRC    |
|----------------------------------------------------------------|--------------|----------|--------|
| Expedite of LNP Order                                          | <b>DX230</b> | \$125.00 | \$0.00 |
| Move, Add or Change of Submitted Original LNP Order            | <b>DX235</b> | \$25.00  | \$0.00 |
| Cancellation of LNP - per DID                                  | <b>DX240</b> | \$15.00  | \$0.00 |
| Expedite Cancel of LNP Order - Per DID within 48-Hours of Port | <b>DX245</b> | \$125.00 | \$0.00 |
| Snapback of Ported Number - per DID                            | <b>DX250</b> | \$300.00 | \$0.00 |
| 911 Emergency Call Relay Center (E911 calls routed to ERCR)    | <b>CX905</b> | \$125.00 | \$0.00 |
| ECRC Call Investigation instance                               | <b>BX550</b> | \$100.00 | \$0.00 |

## Additional Services

| Product Name/Description                                                 | USOC         | NRC     | MRC      |
|--------------------------------------------------------------------------|--------------|---------|----------|
| Change of Directory Listing (MACD) - Per DID                             | <b>DX275</b> | \$25.00 | \$0.00   |
| Special Billing Treatment (Non-Standard CDR/Billing detail requirements) | <b>BX501</b> | \$0.00  | \$500.00 |
| DID Inventory                                                            | <b>DX280</b> | \$2.50  | \$0.25   |
| Toll Free Inventory                                                      | <b>DX281</b> | \$2.50  | \$0.50   |
| Additional Listing                                                       | <b>DX270</b> | \$0.00  | \$5.50   |
| Unpublished - Appears in 411 only                                        | <b>DX271</b> | \$1.00  | \$5.50   |
| Unlisted Number                                                          | <b>DX215</b> | \$1.00  | \$5.50   |
| Third Party Verification - LNP eLOA per order                            | <b>BX551</b> | \$1.00  | \$0.00   |
| Third Party Verification - LNP IVR per order                             | <b>BX552</b> | \$1.50  | \$0.00   |
| Retail Tax Calculation Billing                                           | <b>BX502</b> | \$0.00  | \$500.00 |
| E911 DID Only (only for SIP Trunks)                                      | <b>DX217</b> | \$5.00  | \$0.25   |



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Resolution 2020-30; A Resolution of the City Council of the City of Glenwood Springs, Colorado Adjusting Community Broadband Network Rates for Telephone Services

**Action Requested:** Approval of the 2020 Commercial and Residential Phone Rates per Resolution 2020-30.

**Department:** Public Works

**Presented By:** Matthew Langhorst, Public Works Director  
Michael Gardner, Broadband Superintendent

**Background Info:** This resolution is to re-align our voice service pricing with how we manage and deliver service. Historically, CBN has maintained and operated an enterprise grade multi-tenant phone system that allows for managed phone services to be delivered to the customer. With the partnership with Momentum, we will be able to leverage industry commensurate phone services that are delivered to our customers via our Fiber network. As a result of these changes our pricing for residential and commercial phone services will need to be adjusted. Additionally, the voice service offerings to residential and commercial customers are expanding to meet the demands of our local customers.

**Issues:** None at this time.

**Staff Recommendation:** Staff is recommending approval of the 2020 Commercial and Residential Phone Rates per Resolution 2020-30.



## **City of Glenwood Springs Residential Telephone Rates**<sup>1</sup>

### **Telephone Services**<sup>4</sup>

|                                                      |        |
|------------------------------------------------------|--------|
| Home Phone (Calling Features & Unlimited Local/LD)   | \$35   |
| Additional Line (Calling Features & Unlimited Local) | \$30   |
| International Calls (Per Minute )                    | Varies |
| Port Number (One-time Fee )                          | \$6    |

### **Premium Directory Listing**

|                                    |      |
|------------------------------------|------|
| Non-Listed & Non-Published Listing | \$6  |
| Published Listing                  | Free |
| Additional Listing                 | \$6  |

### **Operator Services**

|                                               |     |
|-----------------------------------------------|-----|
| 411/Directory Assistance (Per Minute)         | \$1 |
| International Directory Assistance (Per Call) | \$5 |
| Operator Assisted Dialing (Per Minute)        | \$1 |

<sup>1</sup>Fees are monthly recurring except where noted.

<sup>4</sup>Residential phone service requires an active subscription to CBN internet service. Maximum of 4 lines per household.  
Other restrictions apply and are listed in the Customer Agreement.



**RESOLUTION 2020 - 30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF GLENWOOD SPRINGS, COLORADO, ADJUSTING  
COMMUNITY BROADBAND NETWORK RATES FOR  
TELEPHONE SERVICES.**

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

**WHEREAS**, through a partnership with Momentum Telecom, Inc., the CBN will expand and enhance the telephone services it provides to residential and commercial customers; and

**WHEREAS**, City Council finds that it is necessary and appropriate to adjust the rates charged by CBN for residential and commercial telephone and related services to reflect the expanded and enhanced services.

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

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

**Section 2.** The City Council of the City of Glenwood Springs hereby adopts the Residential Telephone Rates as set forth on **Exhibit A** and the Commercial Telephone Rates set forth on **Exhibit B** attached hereto and incorporated herein.

INTRODUCED, READ, AND PASSED THIS 1<sup>st</sup> DAY OF OCTOBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

\_\_\_\_\_  
Jonathan Godes, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk



## **City of Glenwood Springs Commercial Telephone Rates<sup>1</sup>**

### **Telephone Services**

#### Business Line - With internet service

|                |      |
|----------------|------|
| Month to Month | \$30 |
| 2 Year Term    | \$25 |
| 3 Year Term    | \$23 |

#### Business Line - Without Internet

|                |      |
|----------------|------|
| Month to Month | \$40 |
| 2 Year Term    | \$35 |
| 3 Year Term    | \$33 |

#### Digital SIP Trunk (Per Channel) - With Internet Service

|             |      |
|-------------|------|
| 2 Year Term | \$25 |
| 3 Year Term | \$23 |

#### Digital SIP Trunk (Per Channel) - Without Internet Service

|             |      |
|-------------|------|
| 2 Year Term | \$30 |
| 3 Year Term | \$28 |

#### Hosted PBX (Per Seat with 3 Year Term)

|             |      |
|-------------|------|
| 1-5 seats   | \$25 |
| 6-24 seats  | \$23 |
| 25-50 seats | \$22 |
| 50+ seats   | \$21 |

### **Premium Directory Listing**

|                                    |          |
|------------------------------------|----------|
| Non-Listed & Non-Published Listing | \$6      |
| Published Listing                  | Included |
| Additional Listing                 | \$6      |

### **Operator Services**

|                                               |      |
|-----------------------------------------------|------|
| 411/Directory Assistance (Per Minute)         | \$1  |
| International Directory Assistance (Per Call) | \$5  |
| Operator Assisted Dialing (Per Minute)        | \$01 |

### **One-time Fees**

|                             |     |
|-----------------------------|-----|
| Port Number (One-time Fee ) | \$6 |
|-----------------------------|-----|

<sup>1</sup>Fees are monthly recurring except where noted.



## City Council

### STAFF REPORT

#### City of Glenwood Springs

October 1, 2020

**Agenda Item:** Pre-annexation Agreement for water service to a mixed-use building at 172 Darrow Road in unincorporated Garfield County per the requirements of Municipal Code section 080.040.030(c).

**Action Requested** Approve Pre-Annexation Agreement

**Department:** Economic & Community Development Department  
Public Works Department

**Presented by:** Gretchen Ricehill, Assistant Director  
Matt Langhorst, Public Works Director

**Background Information:** Mr. Hector Brown owns an existing 2-story commercial building at 172 Darrow Road, located near the city's airport in unincorporated Garfield County. His property is currently served by city water.

Last year Mr. Brown applied to Garfield County to add two residential units on the second floor of the building. Per the requirements of Municipal Code section 080.040.030(c) water service outside the city limits requires execution of a preannexation agreement. Staff can find no evidence that such an agreement was executed at the time the city originally provided service to this property.

As part of Mr. Brown's application, Brad Zachman, then Glenwood Springs Water/Wastewater Superintendent, provided a can-and-will-serve letter which conditioned water service to the additional units on execution of a pre-annexation agreement and payment of the required system improvement fees.

Attached is the pre-annexation agreement, the City's can-and-will-serve letter, and the development approval letter from the County.

**Issues:** None. This property does not meet contiguity requirements to be annexed at this time. However, when it has sufficient contiguity, the agreement

stipulates that Mr. Brown, or the owner at the time, will not object to annexation.

**Staff Recommendation:** Approve and direct execution of the pre-annexation agreement.

PRE-ANNEXATION AGREEMENT  
TO PROVIDE WATER AND SEWER SERVICE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality (hereinafter "City") and Hector Brown (hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property currently located in unincorporated Garfield County, Colorado, commonly known as 172 Darrow Street (CR 160 – Parcel #218527106003), Glenwood Springs Colorado and more specifically described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the Property is currently served by City water; and

WHEREAS, Owner desires to expand the existing uses on the Property to include two (2) new, one bedroom residential units; and

WHEREAS, although the Property is not presently capable of being annexed to the City, Owner agrees to annex the Property to the City at such time as the Property is eligible for annexation; and

WHEREAS, for properties outside of the Glenwood Springs corporate limits Section 080.040.030(c)(1)e of the Municipal Code of the City of Glenwood Springs ("City Code") authorizes the construction or enlargement of water lines to the City's waterworks upon approval of City Council and upon execution of a pre-annexation agreement; and

WHEREAS, Section 31-12-121 C.R.S., as amended, further authorizes the City and Owner to enter into a Pre-Annexation Agreement; and

WHEREAS, the City and Owner desire to enter into a pre-annexation Agreement ("Agreement") to set forth the terms and conditions of the City's provision of water service to the Property and reserve the right to create additional terms and conditions upon annexation of the Property to the City; and

WHEREAS, the City has issued water system taps for 1.2 EQR which is sufficient to serve two (2), one bedroom units each of 1,000 SF approved by Garfield County as of the date of this Agreement, as itemized in a Can and Will Serve Letter from the Water and Waste Water Superintendent dated April 17, 2019, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the City will continue to issue additional taps prior to the filing of a petition for annexation of the Property, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Petitioner agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the City. Except as expressly provided for herein to the contrary,  
Packet Page 275

all conditions herein are in addition to any and all requirements concerning annexation contained in the City Code or the Municipal Annexation Act of 1965, as amended, Section 31-12-101 C.R.S, et seq. This Agreement is intended to provide a contractual relationship between the City and Owner to ensure compliance with the City Code, state statutes, and all terms and conditions set forth herein. Owner's failure to comply with this Agreement or the City Code shall constitute a material breach of this Agreement, and the City shall be entitled to terminate this Agreement upon such breach and/or discontinue the services provided hereunder. This Agreement includes additional terms and conditions for the purposes of the Municipal Annexation Act. Upon filing of an annexation petition, the City and Owner agree that additional conditions may be required.

2. Effective Date. This Agreement shall be effective upon the date of execution by the City of Glenwood Springs.

3. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, C.R.S. 31-12-101, et seq., as amended. To the maximum extent permitted by law, the parties agree that this Agreement constitutes an enforceable obligation upon the Owner, its successor and assigns to annex the Property as required herein. At such time as the Property is eligible for annexation to the City, as prescribed by statute or ordinance, Owner shall submit a petition for annexation to annex the Property to the City.

4. De-Annexation from Special Districts Including Fire Service. Owner shall petition for exclusion from any taxing districts, including the Glenwood Springs Rural Fire Protection District, which provide services to the Property that the City is capable of providing, at such time as the Property is annexed into the City. All costs of de-annexation shall be borne by Owner.

5. Fees. Owner agrees to pay the following fees related to the development of the Property:

a. Water System Improvement Fees. Owner agrees to pay water system improvement fees in the amount of \$6,169.36/1.2 EQRs subject to an annual increase not to exceed five percent (5%) per year.

b. Miscellaneous. Owner agrees to pay all actual costs incurred for notice publication, recording fees, and similar reasonable administrative charges related to the annexation or this Agreement. Owner agrees to reimburse the City for all engineering, legal, and associated fees and costs the City incurs in the review and implementation of this Agreement.

6. Service Fees. The City shall be entitled to charge reasonable monthly service fees for water service to the Property. Until annexation of the Property to the City, water fees shall be charged at the outside of corporate limits rate equal to 1.5 times the inside of corporate limits rate.

7. Unforeseen Costs. Owner agrees to indemnify, defend and hold the City harmless against any costs or liabilities arising out of and directly connected with this Agreement.

8. Water Rights. Upon annexation of the Property, Owner shall transfer to the City by quit claim deed any water rights owned or held by Owner in connection with the Property.

9. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement. Upon termination after annexation, service to the Property shall be provided pursuant to the City Code and all applicable rules and regulations. Until annexation, nothing herein shall be construed as obligating the City to provide any services to Owner except as set forth herein.

10. Failure or Refusal to Annex. In the event that Owner fails to timely annex the Property as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement, discontinue providing water service to the Property, or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. By entering into this Agreement, Owner specifically waives its right to contest such annexation if it is commenced pursuant to the provisions of this paragraph. To the extent permitted by law, Owner hereby appoints the City Clerk as its attorney-in-fact to execute and deliver all documents necessary to annex the Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Property as permitted under this paragraph, it may advance all fees and costs related to the annexation and shall be entitled to recover the same as a personal obligation of Owner. Such fees and costs shall also constitute a lien against the Owners' Property, which may be foreclosed as provided by law.

11. Lien Rights. The City shall have the right to prepare and record a lien against the Property for the amount of any costs, fees and other expenses which it has advanced or which Owner is required to pay pursuant to this Agreement and/or the City Code. Such costs and fees include, but are not limited to, system improvement fees, user fees, recording, annexation and staff review and document preparation fees and costs, and engineering and attorneys' fees.

12. Zoning and Subdivision. Concurrently with the Petition for Annexation, Owner and the City shall process an application to zone the Property to allow all of the uses currently approved for the Property under the applicable Garfield County zoning regulations. Nothing herein shall be deemed to be any agreement by the City to approve either application, which shall be subject to the public hearing process and the City's Municipal Code.

13. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to Section 31-12-112 C.R.S., as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions herein.

14. Assignment. The parties agree and acknowledge that the rights and obligations of Owner under this Agreement may be assigned by Owner to persons or entities acquiring title

to the Property without the prior consent of the City; provided, however, such assignee agrees in writing to be bound by the terms and conditions of this Agreement, and Owner shall give notice to the City of any such conveyance, together with the assignee's written agreement to be bound by the terms and conditions of this Agreement.

15. Final Agreement. This Agreement supersedes all prior written and oral agreements and representations of the parties and is the total integrated agreement between the City and Owner.

16. Modifications. This Agreement shall not be amended except by subsequent written agreement between the City and Owner.

17. No Representations. It is expressly understood that the City cannot legally be bound by the representations of any of its officers or agents or their designees except in accordance with the City Code and the laws of the State of Colorado. Owner, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers, agents or their designees that is subsequently held unlawful by a court of law with competent jurisdiction.

18. Captions. The captions and paragraph headings in this Agreement are inserted only for convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

20. Severability. If any provision of this Agreement shall be determined to be void or invalid by a court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

21. Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado. Should any party institute suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

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

23. Authority. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the party on whose behalf he or she purports to sign to the terms and conditions hereof.

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



instrument. This Agreement may be executed by facsimile signature; provided that the original signature page shall be transmitted to the other party by regular mail within ten (10) days of such facsimile signature.

25. Notice. All notices required under this Agreement shall be in writing and shall be sent by hand-delivery, facsimile transmission, or registered or certified mail, return receipt requested, postage pre-paid, to the addresses of the parties set forth herein. All notices by hand delivery or facsimile shall be effective upon actual receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change to address to which future notices may be sent.

Notice to the City:

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

Notice to Owner:

Hector Brown  
1172 County Road 116  
Glenwood Springs, CO 81601

26. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Jonathan Godes, Mayor

ATTEST:

---

Catherine Mythen Fletcher, City Clerk

OWNER

By: \_\_\_\_\_  
Hector Brown

STATE OF COLORADO     )  
                                          ) ss  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A  
Property Description

Lot C Block 1  
Cardiff Townsite Replat  
Garfield County, Colorado



**City of Glenwood Springs**  
101 West 8<sup>th</sup> Street

Glenwood Springs, CO 81601

---

April 17, 2019

Mr. Hector Brown  
1172 Country Road 116  
Glenwood Springs, CO 81601

RE: Can and Will Serve Letter for Proposed 1-Bedroom Units on Parcel #218527106003

Dear Mr. Brown:

The purpose of this letter is to provide confirmation that the City of Glenwood Springs can-and-will provide domestic water service to the proposed two (2) 1-bedroom units that will be located within parcel #218527106003 at 172 County Road 160 (aka 172 Darrow Street).

Domestic sanitary sewer service is not currently provided for this property by the City of Glenwood Springs. The property is located more than 400 feet from the nearest established City sanitary sewer main and is, therefore, not required to connect to the City's wastewater system per Sections 070.040.030 and 080.030.010 of the City's Municipal Code. As an alternative to connection to the City's wastewater system, the building wastewater system(s) shall be connected to a private disposal system in conformity with the design criteria and rules and regulations of Garfield County and the Colorado Department of Public Health and Environment.

Prior to final approval of the water service, the following conditions must be met:

1. Applicant must agree to and sign a City of Glenwood Springs pre-annexation agreement.
2. Applicant must submit a utilities plan for the City's review and approval.
3. Applicant must contact the Glenwood Springs Fire Department to confirm that the existing water supply in the area is adequate for the proposed improvements. The applicant should be aware that the water main that serves the properties along County Road 160 is undersized (4-inch).
4. Water services must meet all applicable Municipal Code, Water/Wastewater Department, and Engineering Department Rules and Regulations.
5. All applicable tap and system improvements fees, as calculated by the City's Community Development Department, shall become due and payable prior to activating service to the new residential units.
6. All water uses must be metered by a City-approved water meter. Meters must be inspected and approved by the Water/Wastewater Departments prior to activation.
7. A water account must be set up with the Finance Department prior to the service(s) being energized.
8. Following completion of project, an as-built drawing of the services and associated appurtenances shall be submitted for review and approval by the City. Submittals shall be made in PDF (.pdf) and/or AutoCAD (.dwg) file formats.

Note that the request for this can-and-will-serve letters was made by Mr. Rob Classen, The Drawingboard, on behalf of the parcel owner.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Brad Zachman  
Water & Wastewater Superintendent  
970-384-6388

cc:

City of Glenwood Springs:  
Debra Figueroa, City Manager  
Matt Langhorst, Public Works Director  
Gretchen Ricehill, Community Development

cc:

The Drawingboard:  
Rob Classen ([drawbd@rof.net](mailto:drawbd@rof.net))



September 10, 2019

Robert Classen  
P.O. Box 1227  
Glenwood Springs, CO 81601

RE: Director Decision Brown 2-Unit Dwelling (File No. GAPA-06-19-8734)

Dear Robert:

This letter is in regard to the Director's Decision for your Administrative Land Use Change Permit Application for a 2-Unit Dwelling on the property owned by Hector Brown located at 172 Darrow Street (aka County Road 160), Glenwood Springs, CO 81601, and known by Assessor Parcel #218527106003. Your Application has been reviewed in accordance with the Administrative Review procedures contained in the Land Use and Development Code as amended. Said provisions require a Decision by the Director of the Community Development Department on whether to approve, approve with conditions, or deny the request.

The Director's Decision is based on the following findings:

1. That proper public notice was provided as required for the Director's Decision.
2. Consideration of the Application was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were given the opportunity to provide input prior to the Director's Decision.
3. That for the above stated and other reasons, the proposed addition of 2-Unit Dwelling to the second floor of the existing commercial building is in the best interest of the health, safety, convenience, order, prosperity and welfare of the citizens of Garfield County.
4. That with the adoption of conditions, the application is in general conformance with the 2030 Comprehensive Plan, as amended.
5. That with the adoption of conditions and for the above stated and other reasons the application has adequately met the requirements of the Garfield County Land Use

and Development Code, as amended.

The Director's Decision is hereby issued approving the Brown 2-Unit Dwelling Application subject to the following conditions:

1. All representations of the Applicant contained in the Application submittals shall be conditions of approval unless specifically amended or modified by the conditions contained herein.
2. An approved Building Permit in compliance with IBC 2015 shall be required prior to construction of the 2-Unit Dwelling. Construction plans shall demonstrate compliance to Section 707, Fire Barrier of the IBC 2015, or alternatively, the construction plans include a fire suppression system.
3. A wet sealed copy of the Zancanella & Associates, Inc. septic report shall be provided prior to issuance of a Building Permit for the 2-Unit Dwelling.
4. The existing septic system shall be properly serviced and maintained. The applicant must obtain a permit prior to installing, altering, or repairing a system if changes will be made.
5. The 4 new residential parking spaces and 2 existing commercial asphalt parking spaces at the front of the commercial building shall be delineated. The proposed Site Plan (revised 7-8-19) shall be corrected to state that there are 6, not 7, asphalt parking spaces at this location.
6. The Applicant shall comply with the City of Glenwood Springs conditions of approval for the expansion of the municipal water service to the proposed new 2-Unit Dwelling, as stated in the April 17, 2019 letter from Brad Zachman, Water & Wastewater Superintendent, including:
  - a. Applicant must agree to and sign a City of Glenwood Springs pre-annexation agreement.
  - b. Applicant must submit a utilities plan for the City's review and approval.
  - c. Applicant must contact the Glenwood Springs Fire Department to confirm that the existing water supply in the area is adequate for the proposed improvements. The applicant should be aware that the water main that serves the properties along County Road 160 is undersized (4-inch).
  - d. Water services must meet all applicable Municipal Code, Water/Wastewater Department, and Engineering Department Rules and Regulations.
  - e. All applicable tap and system improvements fees, as calculated by the City's Community Development Department, shall become due and payable prior to activating service to the new residential units.

- f. All water uses must be metered by a City-approved water meter. Meters must be inspected and approved by the Water/Wastewater Departments prior to activation.
  - g. A water account must be set up with the Finance Department prior to the service(s) being energized.
  - h. Following completion of project, an as-built drawing of the services and associated appurtenances shall be submitted for review and approval by the City. Submittals shall be made in PDF (.pdf) and/or AutoCAD (.dwg) file formats.
7. The Applicant has one year within which to satisfy conditions of approval and obtain a building permit for the construction of the 2 new dwelling permits.

The Land Use and Development Code requires notification to the Board of County Commissioners for their review and potential call-up of the Director's Decision. The Board review is for a period of 10 calendar days commencing on the date of the Director's Decision. The call-up period shall expire on September 21, 2019. Once the call-up period has passed with no request for review or public hearing, and provided all relevant conditions of approval have been resolved the Land Use Change Permit will be issued. Pursuant to the Land Use and Development Code, the Applicant has one year from the date of the Director's Decision to satisfy all conditions of approval or request an extension.

Please contact the Community Development Department if you have any questions regarding the Director's Decision and the conditions of approval.

Sincerely,



Sheryl Bower, AICP  
Director, Community Development Department

Attachment

Cc: Board of County Commissioners



Exhibit A  
Site Plan  
2-Unit Dwelling





City of Glenwood Springs  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

---

April 17, 2019

Mr. Hector Brown  
1172 Country Road 116  
Glenwood Springs, CO 81601

RE: Can and Will Serve Letter for Proposed 1-Bedroom Units on Parcel #218527106003

Dear Mr. Brown:

The purpose of this letter is to provide confirmation that the City of Glenwood Springs can-and-will provide domestic water service to the proposed two (2) 1-bedroom units that will be located within parcel #218527106003 at 172 County Road 160 (aka 172 Darrow Street).

Domestic sanitary sewer service is not currently provided for this property by the City of Glenwood Springs. The property is located more than 400 feet from the nearest established City sanitary sewer main and is, therefore, not required to connect to the City's wastewater system per Sections 070.040.030 and 080.030.010 of the City's Municipal Code. As an alternative to connection to the City's wastewater system, the building wastewater system(s) shall be connected to a private disposal system in conformity with the design criteria and rules and regulations of Garfield County and the Colorado Department of Public Health and Environment.

Prior to final approval of the water service, the following conditions must be met:

1. Applicant must agree to and sign a City of Glenwood Springs pre-annexation agreement.
2. Applicant must submit a utilities plan for the City's review and approval.
3. Applicant must contact the Glenwood Springs Fire Department to confirm that the existing water supply in the area is adequate for the proposed improvements. The applicant should be aware that the water main that serves the properties along County Road 160 is undersized (4-inch).
4. Water services must meet all applicable Municipal Code, Water/Wastewater Department, and Engineering Department Rules and Regulations.
5. All applicable tap and system improvements fees, as calculated by the City's Community Development Department, shall become due and payable prior to activating service to the new residential units.
6. All water uses must be metered by a City-approved water meter. Meters must be inspected and approved by the Water/Wastewater Departments prior to activation.
7. A water account must be set up with the Finance Department prior to the service(s) being energized.
8. Following completion of project, an as-built drawing of the services and associated appurtenances shall be submitted for review and approval by the City. Submittals shall be made in PDF (.pdf) and/or AutoCAD (.dwg) file formats.

Page 1 of 2

Note that the request for this can-and-will-serve letters was made by Mr. Rob Classen, The Drawingboard, on behalf of the parcel owner.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brad Zachman".

Brad Zachman  
Water & Wastewater Superintendent  
970-384-6388

cc:  
City of Glenwood Springs:  
Debra Figueroa, City Manager  
Matt Langhorst, Public Works Director  
Gretchen Ricehill, Community Development

cc:  
The Drawingboard:  
Rob Classen ([drawbd@rof.net](mailto:drawbd@rof.net))



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Resolution 2020-31; A Resolution of the City Council of the City of Glenwood Springs, Colorado Supporting the Colorado River Water Conservation District's Ballot Issue 7A

**Action Requested:** Approve Resolution 2020-31 expressing support of the Colorado River Water Conservation District's ballot question 7A.

**Department:** City Administration

**Presented By:**

**Background Info:** The Board of Directors of the Colorado River Water Conservation District (CRWCD) has certified and directed that the following ballot question (7A) be placed in the November 2020 election across the District's 15 counties:

Shall Colorado River Water Conservation District, also known as the Colorado River District, taxes be increased by an amount up to \$4,969,041 in 2021 (which increases amounts to approximately \$1.90 in 2021 for every \$100,000 in residential property value), and such amounts as are generated annually thereafter from an additional property tax levy of .248 mills (for a total mill levy of 0.5 mills) to enable the Colorado River District to protect and safeguard Western Colorado by:

- Fighting to keep water on the Western Slope;
- Protecting adequate water supplies for West Slope Farmers and Ranchers;
- Protecting sustainable drinking water supplies for West Slope communities; and
- Protecting fish, wildlife, and recreation by maintaining river levels and water quantity;

Provided that the District will not utilize these additional funds for the purpose of paying to fallow irrigated agriculture; with such expenditures reported to the public in an annually published independent financial audit; and shall all revenues received by the District in 2021 and each subsequent year be collected retained and spent notwithstanding any limits provided by law?

Resolution 2020-31 expresses the Council Council's support of ballot question 7a and urges community members to vote in favor of it.

**Issues:**

**Staff Recommendation:**

## **RESOLUTION NO. 2020-31**

### **A RESOLUTION OF THE CITY OF GLENWOOD SPRINGS, COLORADO SUPPORTING THE COLORADO RIVER WATER CONSERVATION DISTRICT'S BALLOT ISSUE 7A**

**WHEREAS**, the Colorado River Water Conservation District (Colorado River District) is a public entity with a mission to lead in the protection, conservation, use and development of the water resources of the Colorado River Basin for the welfare its residents and to safeguard for Colorado all the waters of the Colorado River to which the State of Colorado is entitled; and

**WHEREAS**, the City of Glenwood Springs works closely with the Colorado River District on both intrastate and interstate water matters of interest; and

**WHEREAS**, it is critical to the people of Western Colorado that the Colorado River District continue to be a strong and effective voice on water matters affecting Western Colorado water users; and

**WHEREAS**, the Colorado River District's revenues are declining due to reduced energy production and prices, impacts of the Gallagher Amendment and the revenue limitations in the Taxpayers Bill of Rights; and

**WHEREAS**, it is important to provide for sufficient funding for necessary water projects to protect the quality of life in Garfield County and on the Western Slope; and

**WHEREAS**, the Board of Directors of the Colorado River District has certified and directed that the following ballot question (7A) be placed in the November 2020 election across the District's 15 counties:

Shall Colorado River Water Conservation District, also known as the Colorado River District, taxes be increased by an amount up to \$4,969,041 in 2021 (which increases amounts to approximately \$1.90 in 2021 for every \$100,000 in residential property value), and such amounts as are generated annually thereafter from an additional property tax levy of .248 mills (for a total mill levy of 0.5 mills) to enable the Colorado River District to protect and safeguard Western Colorado by:

- Fighting to keep water on the Western Slope;
- Protecting adequate water supplies for West Slope Farmers and Ranchers;
- Protecting sustainable drinking water supplies for West Slope communities; and
- Protecting fish, wildlife, and recreation by maintaining river levels and water quantity;

Provided that the District will not utilize these additional funds for the purpose of paying to fallow irrigated agriculture; with such expenditures reported to the public

in an annually published independent financial audit; and shall all revenues received by the District in 2021 and each subsequent year be collected retained and spent notwithstanding any limits provided by law?

**WHEREAS**, we believe that the revenues that will be raised if the above ballot question is approved by the voters are critical to the Colorado River District being able to continue its mission and be a strong and effective advocate on issues and importance to water users on the Western Slope of Colorado.

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

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

**Section 2.** The City Council of the City of Glenwood Springs supports the Colorado River District's ballot question 7A.

**Section 3.** The City Council urges community members to vote in favor of the Colorado River District's ballot question 7A.

INTRODUCED, READ AND PASSED THIS 1<sup>st</sup> DAY OF OCTOBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Jonathan Godes, Mayor

ATTEST:

---

Catherine Mythen Fletcher, City Clerk



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** July 16 Regular Minutes, July 22 and July 23 Special Meeting Minutes

**Action Requested:**

**Department:** City Clerk

**Presented By:**

**Background Info:**

**Issues:**

**Staff Recommendation:**





MINUTES  
CITY OF GLENWOOD SPRINGS  
REGULAR  
CITY COUNCIL MEETING  
July 16, 2020  
101 W. 8<sup>TH</sup> STREET  
6:15 P.M.

2. Roll Call

Mayor Jonathan Godes called the meeting to order at 6:15 PM. Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, Paula Stepp and Steve Davis.

Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Catherine Fletcher; City Clerk, Jenn Ooton; Assistant City Manager, Steve Boyd, COO; Yvette Gustad; Finance Director, Terri Partch; City Engineer, Matt Langhorst; Public Works Director, Gretchen Ricehill; Assistant Director for Economic and Community Development, and Trent Hyatt; Senior Planner.

3. Pledge of Allegiance

Mayor Godes led in the Pledge of Allegiance.

4. Agenda Changes & Conflicts

Mayor Godes, Councilor Willman, and Councilor Hershey - Noted some items on the agenda may be continued to a future meeting.

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

*Mayor Godes opened the item for public comment.*

Ashley Moffat – Questioned if Councilor Davis would be recusing himself from agenda item 19 for a possible conflict of interest.

John Dyet – Requested dialogue on Kind Castle's application and noted changes made.

Dessa Carins - Requested information on how to safely keep businesses open with COVID-19.

*Mayor Godes closed the item for public comment.*

## 6. Council Comments

Councilor Willman – Made note of a Colorado Municipal League virtual conference.

Councilor Davis – Thanked staff for the work done on Midland Avenue.

Councilor Voorhees

- Discussed creating increased dialogue and coordination with Garfield County regarding COVID-19 and also noted a desire at being more proactive.
- Discussed an open dialogue regarding face coverings in Glenwood Springs.

Mayor Godes

- Made note of a request posed to Commissioner Jankovsky regarding increased dialogue with Garfield County.
- Noted concerns with Garfield County spiking COVID-19 rates.
- Discussed the need for a special meeting.
- Made note of heavy truck traffic towards Sunlight, and the need to address South Midland.

Mayor Pro Tem Kaup

- Noted constituent concern regarding safety with COVID-19.
- Requested discussion on helping schools move forward.
- Made note of the Business Basecamp Program event on July 23, 2020.

Councilor Stepp – commented that the Rural Economic Community Development Group online event was in in August 2020.

## 7. Consent Agenda

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

A. Award of Fuel Depot Construction Contract

B. May 14 Special City Council Meeting Minutes

C. RFSD IGA for South Midland Property Acquisition

D. Broadband Vehicle Purchase

E. Ordinance No 19, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado Amending the Powers of the Glenwood Springs Downtown Development Authority (SECOND READING)

***Councilor Willman, seconded by Mayor Pro Tem Kaup moved to approve the consent agenda.***

***Ayes: Willman, Voorhees, Davis, Stepp, Godes, Kaup***

***Nays: Hershey***

***Motion passed.***

## ACTIONS AND/OR PRESENTATIONS

8. Planning Item 04-20 Consideration of a Major Site/Architectural Plan Review, Rezoning from RH Residential High-Density to RT Residential Transitional for the construction of 100 Multifamily multi-family apartment and duplex units on approximately 5.74 acres (PIN 2185-153-04-001, 2185-153-02-008, and 2185-211- 00-002)

- A. Ordinance No. 20, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Rezoning Property Owned by Bell Rippy Glenwood, LLC Known as 2710 Blake Avenue, Glenwood Springs Colorado, from Residential High-Density(RH) to Residential Transitional (RT) Zoning (FIRST READING)

Trent Hyatt, Senior Planner and Terri Partch, City Engineer – Presented on the Triumph-Bell Rippy project. They discussed the Planning and Zoning Commission review process as well as traffic concerns. Public comment received on the item was also noted. Staff recommended approval with conditions of the Major Site/Architectural Plan Review application with the findings and conditions as discussed in the July 16, 2020 Staff Report.

Applicants Stephanie Copeland, Michael O'Connor, Mike Foster, and Greg Schroeder– Also presented on this item.

*Mayor Godes opened the item for public comment.*

Joel Schute and Diane Reynolds– Spoke of concerns related to the planning item.

Trish Kramer, Erin Lee, Scott Kramer, and Doug Winter– Spoke in favor of the revised plan. They also expressed concerns with traffic nearby and parking at the site.

Frank Martin – Spoke in favor of this item.

Lorraine Wiltse and Monica Wolny – Spoke against this item.

*Mayor Godes closed the item for oral public comment. Written comments will be accepted until the July 23, 2020 meeting.*

***Councilor Hershey, seconded by Councilor Davis moved to continue this item to a Special Meeting on July 23, 2020.***

***Motion passed unanimously.***

9. Ordinance No 21, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 070.010.070 of the Glenwood Springs Municipal Code Regarding Nonconforming Use Regulations and Section 070.040.020(d)(24) of the Municipal Code Relating to Riparian Setbacks (FIRS READING)

***Councilor Hershey, seconded by Councilor Willman moved to continue this item to the August 6, 2020 Regular City Council meeting as the first item on the agenda.***

***Motion passed unanimously.***

10. Electric Building Design Contracts

Matt Langhorst, Public Works Director – Presented on this item. He noted staff recommendation was to approve the Design Contracts for Neuman, SGM and Land Studio for \$180,000 to move the Electric Building Design on City Owned Lands on Devereux Road forward in 2020.

***Councilor Willman, seconded by Councilor Voorhees moved for the approval of the Design Contracts for Neuman, SGM, and Land Studio not to exceed \$180,000 for electric building design.***

***Motion passed unanimously.***

11. Infrastructure Discussion

***This item was continued to the next regular meeting.***

12. CARES Funding Options

***This item was continued to the next regular meeting.***

13. Report from City Administration Information

- A. Debra Figueroa, City Manager – Noted social distancing signs were being placed in requested areas.
- B. City Attorney – No updates were noted.
- C. Correspondence Incoming/Outgoing

Mayor Godes - Made note of a petition request for Scott Tipton to support the CORE Act. This was unanimously supported.

14. Adjournment

Adjourned at 10:50 PM.



MINUTES  
CITY OF GLENWOOD SPRINGS  
SPECIAL  
CITY COUNCIL MEETING  
July 22, 2020  
101 W. 8<sup>TH</sup> STREET  
7:30 P.M.

3. Roll Call

Mayor Jonathan Godes called the meeting to order at 7:30 PM. Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, and Paula Stepp.

Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Catherine Fletcher; City Clerk, Jenn Ooton; Assistant City Manager, Steve Boyd, COO; Yvette Gustad; Finance Director, Terri Partch; City Engineer, Matt Langhorst; Public Works Director, and Gretchen Ricehill; Assistant Director for Economic and Community Development.

4. Pledge of Allegiance

Mayor Godes led in the Pledge of Allegiance.

**ACTIONS AND/OR PRESENTATIONS**

5. Strategies to Reduce COVID-19 Risk

Mason Hohstadt, Garfield County Public Health Specialist – Presented data on COVID-19 in Glenwood Springs as compared to other areas in Garfield County. He also discussed testing protocols, mitigation, and containment.

Joseph Deras, Police Chief – Discussed face covering compliance.

*Mayor Godes opened the item for public comment.*

None were made.

*Mayor Godes closed the item for public comment.*

***Mayor Godes, seconded by Councilor Hershey moved to create a mandatory face mask zone in the downtown boundary that is contiguous with the no smoking zone effective in seven days, and will expire the second meeting in August 2020 unless otherwise renewed.***

***Ayes: Kaup, Godes, Hershey, Voorhees,***

***Nays: Stepp, Willman***

***Motion passed.***

6. Adjournment

Adjourned at 9:05 PM.



MINUTES  
CITY OF GLENWOOD SPRINGS  
SPECIAL  
CITY COUNCIL MEETING  
July 23, 2020  
101 W. 8<sup>TH</sup> STREET  
7:00 P.M.

2. Roll Call

Mayor Jonathan Godes called the meeting to order at 7:00 PM. Present at roll call: Charlie Willman, Rick Voorhees, Tony Hershey, Jonathan Godes, Shelley Kaup, Paula Stepp and Steve Davis.

Also present were Debra Figueroa; City Manager, Karl Hanlon; City Attorney, Catherine Fletcher; City Clerk, Jenn Ooton; Assistant City Manager, Steve Boyd, COO; Yvette Gustad; Finance Director, Terri Partch; City Engineer, Matt Langhorst; Public Works Director, and Gretchen Ricehill; Assistant Director for Economic and Community Development.

3. Pledge of Allegiance

Mayor Godes led in the Pledge of Allegiance.

**ACTIONS AND/OR PRESENTATIONS**

4. CONTINUED FROM JULY 16 REGULAR CITY COUNCIL MEETING

Planning Item 04-20 Consideration of a Major Site/Architectural Plan Review, Rezoning from RH Residential High-Density to RT Residential Transitional for the construction of 100 Multifamily multi-family apartment and duplex units on approximately 5.74 acres (PIN 2185-153-04-001, 2185-153-02-008, and 2185-211-00-002)

All members of City Council acknowledged they had reviewed all written comments that came in and were part of the packet, which was supplemented up to and including the last set of comments at 6:33 PM.

Trent Hyatt, Senior Planner – Presented additional information addressing questions from City Council.

***Councilor Davis, seconded by Mayor Godes moved to open Blake Gate in 2020 pending community outreach meetings and staff recommendations; to bring the decision back to Council as to whether it's a one way or two-way street.***

***Ayes: Voorhees, Davis, Godes, Hershey***

***Nays: Willman, Kaup, Stepp***

**Mayor Pro Tem Kaup, seconded by Councilor Voorhees moved to uphold the recommendation of the Planning and Zoning Commission and approve Planning Item 04-20 Consideration of a Major Site/Architectural Plan Review, Rezoning from RH Residential High-Density to RT Residential Transitional for the construction of 100 Multifamily multi-family apartment and duplex units on approximately 5.74 acres (PIN 2185-153-04-001, 2185-153-02-008, and 2185-211-00-002) as amended in Option C with the findings and conditions outlined on pages 1-3 of July 23, 2020 suggested motions If determined as necessary by City Council after study of the Blake Gate reopening; to include the two conditions presented by Trent Hyatt regarding parking management and emergency access to the adjacent property.**

**Ayes: Hershey, Godes, Davis, Kaup, Willman, Voorhees**

**Nays: Stepp**

**Motion passed.**

**5. CONTINUED FROM JULY 16 REGULAR CITY COUNCIL MEETING**

**Ordinance No. 20, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Rezoning Property Owned by Bell Rippy Glenwood, LLC Known as 2710 Blake Avenue, Glenwood Springs Colorado, from Residential High-Density(RH) to Residential Transitional (RT) Zoning (FIRST READING)**

**Councilor Willman, seconded by Mayor Pro Tem Kaup moved to approve Ordinance No. 20, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Rezoning Property Owned by Bell Rippy Glenwood, LLC Known as 2710 Blake Avenue, Glenwood Springs Colorado, from Residential High-Density(RH) to Residential Transitional (RT) Zoning (FIRST READING) and uphold the recommendations of the Planning and Zoning Commission, and approve the rezoning subject to the findings and conditions outlined on page one of the July 23, 2020 suggested motions included in the staff report packet.**

**Motion passed unanimously.**

**6. Adjournment**

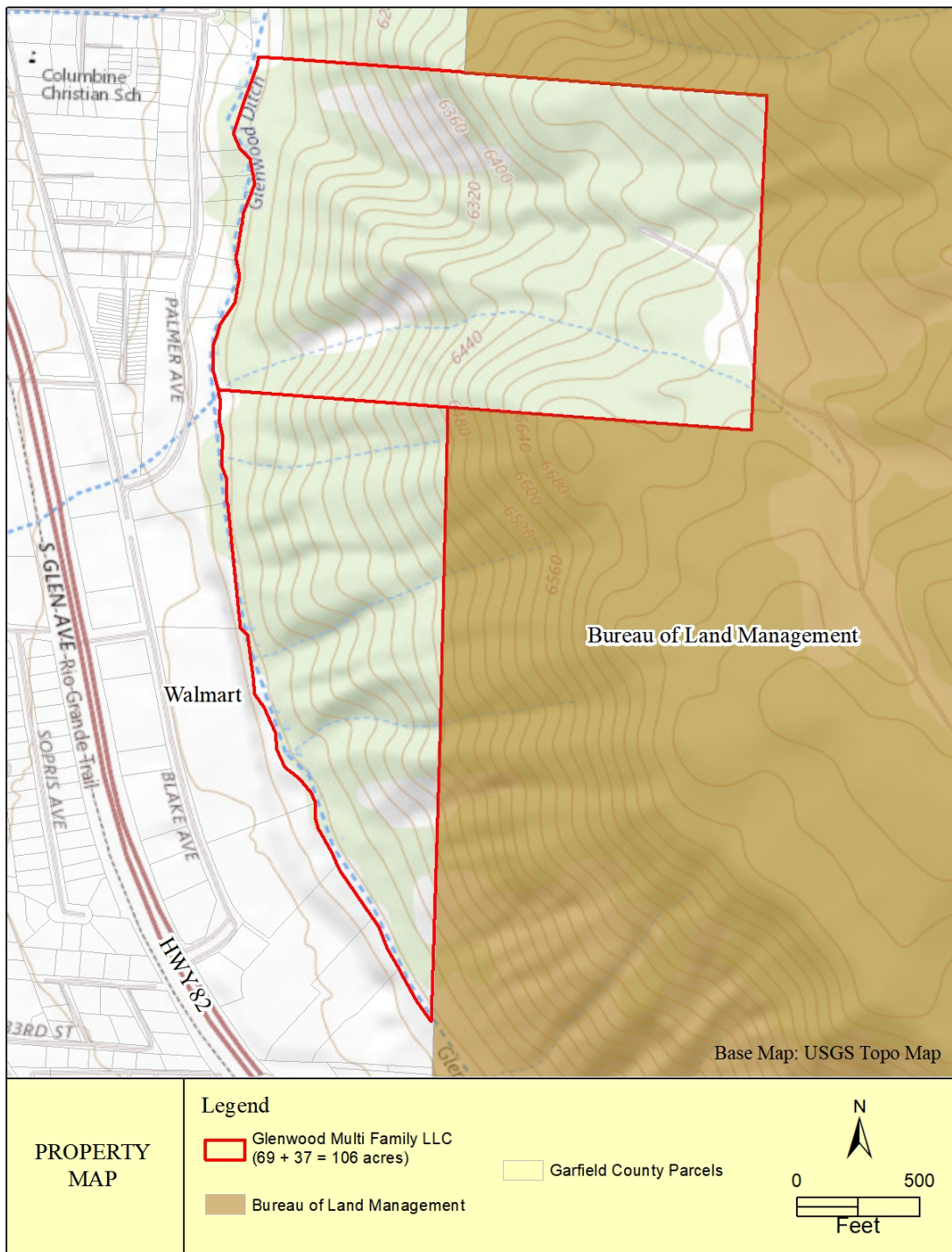
**Adjournment at 8:08 PM.**

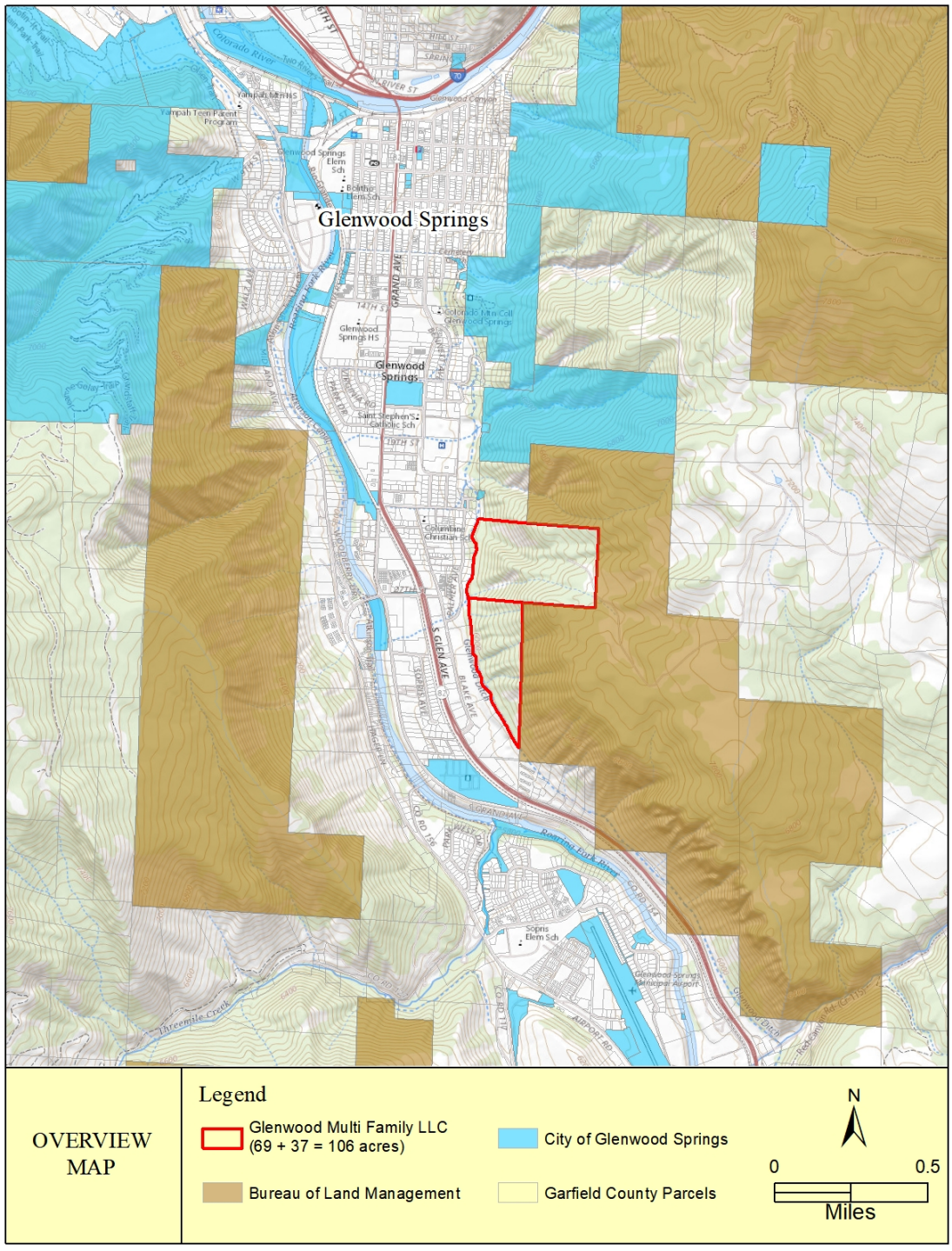


**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

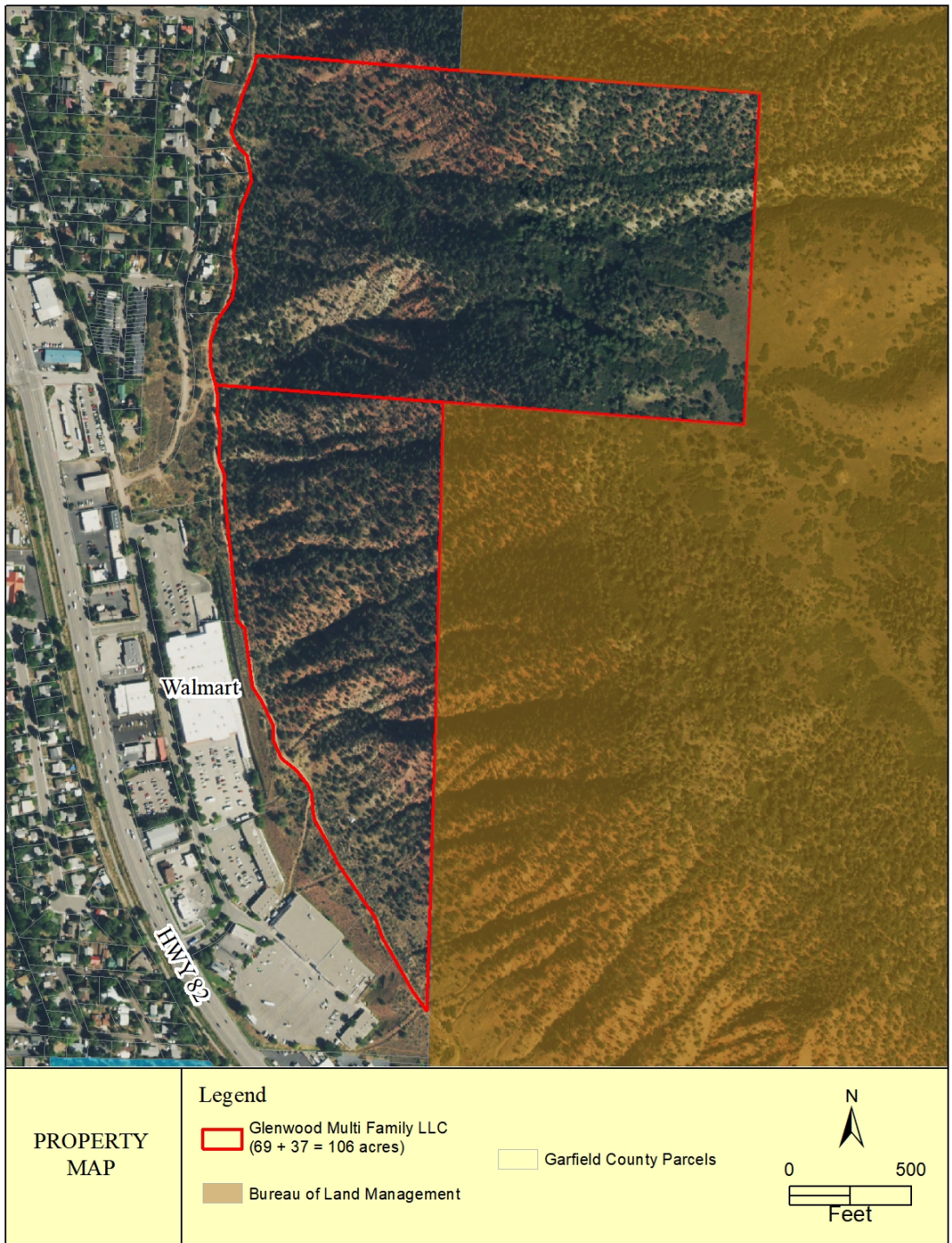
|                              |                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b>          | Aspen Valley Land Trust Presentation                                                                                                                                                                                                                                                                                                                        |
| <b>Action Requested:</b>     | Discuss proposed park behind Walmart and provide direction to staff.                                                                                                                                                                                                                                                                                        |
| <b>Department:</b>           | City Administration                                                                                                                                                                                                                                                                                                                                         |
| <b>Presented By:</b>         | Debra Figueroa, City Manager                                                                                                                                                                                                                                                                                                                                |
| <b>Background Info:</b>      | The Aspen Valley Land Trust (AVLT) has been discussing a proposed park behind Walmart with County Commissioner Tom Jankovsky. Their plan to date will be discussed with City Council to determine if the AVLT should pursue grant funding for this proposed park in partnership with the City and County.                                                   |
| <b>Issues:</b>               | Staff has significant concerns with increasing park holdings while staffing is diminished. The AVLT is working with staff to determine if that concern can be addressed through funding dedicated to maintaining the proposed park. Those discussion have just been initiated so staff cannot provide what that amount should be for Council consideration. |
| <b>Staff Recommendation:</b> | Staff recommends that City Council provide direction for city staff to continue the discussion with AVLT and make moving forward contingent upon the AVLT being able to raise sufficient funds to maintain the park into the future.                                                                                                                        |













# Trails Overview

*Glenwood City Council: 1 Oct, 2020*



— ROARING FORK —

**OUTDOOR  
VOLUNTEERS**

COMMUNITY-POWERED STEWARDSHIP

From Ind Pass to GWS,  
Carbondale to Marble,  
Hanging Lake to Parachute

Outdoor ≠ Wilderness

4 Full time staff & board,  
2 seasonal staff

trails = means, not ends

# RFOV Activity in Glenwood Springs

488 project hours this project year in immediate GWS vicinity\*

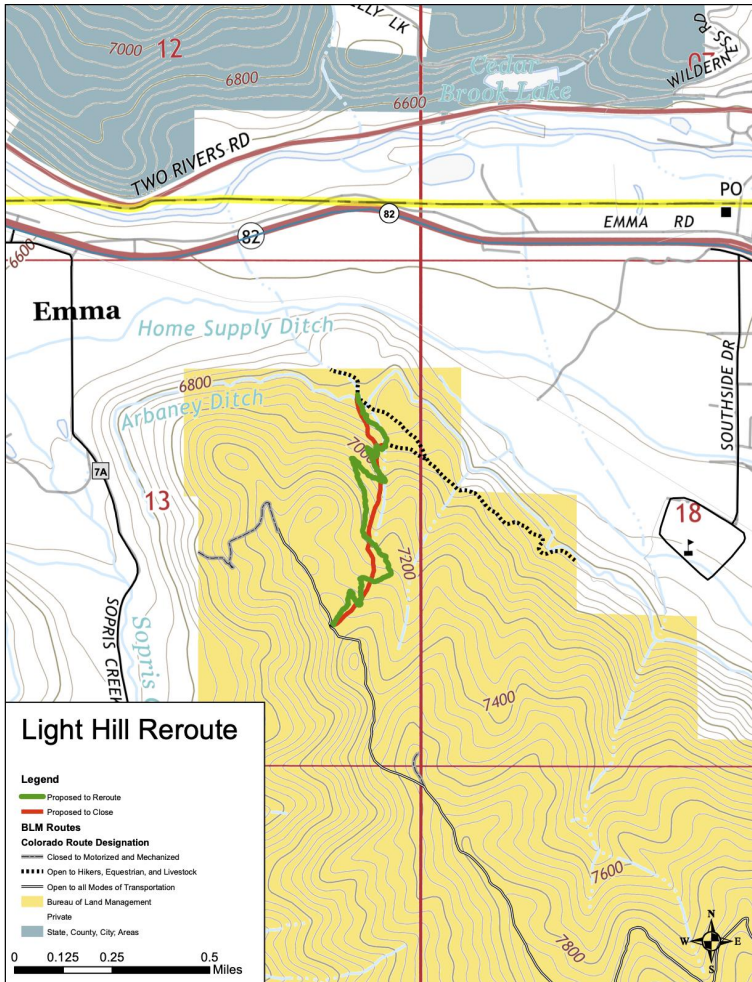
*\*Note: This figure does not include mechanized work.*

## **Examples of RFOV-built trails (now RFOV-maintained) in GWS since 1995:**

- Scout Trail
- Hanging Lake Trail
- Wulfsohn Trail
- Jeanne Golay Trail

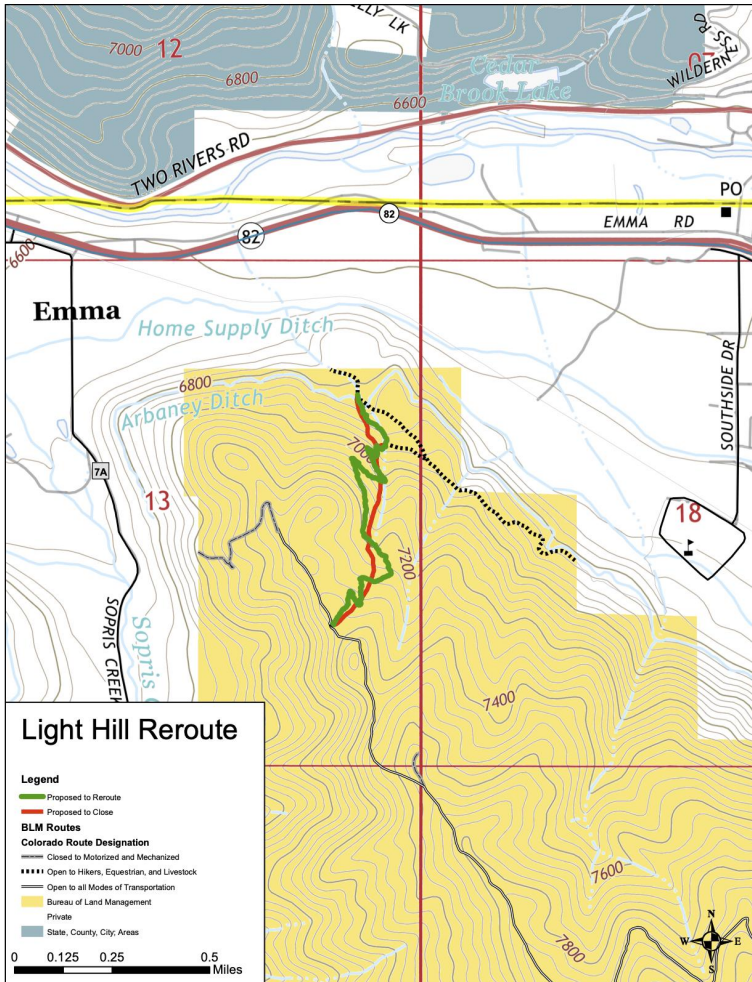


# 2020 Trail-building Case Study: Light Hill (in Basalt)



- Purpose: Existing trail heavily eroded with little public usage; *Re-built trail will decrease pressure on the ever-popular Arbaney-Kittle Trail and will be a more sustainable route*
- Majority stakeholder: BLM
- Minority stakeholders: Town of Basalt, Pitkin County Open Space & Trails
- *Funded through town, county, & federal grants in addition to private donations*

# 2020 Trail-building Case Study: Light Hill (in Basalt)



- ~ 4 year commitment from RFOV:
  - ~ 2 yrs of consultation with BLM to evaluate site
  - ~ 2 yrs of trail-building (over the course of summers 2020 and 2021)
- Completed entirely by volunteers under RFOV staff supervision
- RFOV is committed to ongoing maintenance of Light Hill with BLM guidance





Contact:  
Ron

[rrash@rfov.org](mailto:rrash@rfov.org)

[www.rfov.org/events](http://www.rfov.org/events)

*3 Oct - Trailwork: Light Hill*



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** CONTINUED FROM SEPTEMBER 17, 2020 MEETING Appointments to Boards and Commissions  
-Historical Preservation Commission

**Action Requested:** Appointments to Historical Preservation Commission

**Department:** City Clerk

**Presented By:**

**Background Info:** The Historical Preservation Commission has 3 open seats.

The requirement are as follows:

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

The following applicants have applied:

Marice Doll has served 5 terms

Deborah Holt Williams has served 1 term

Debra Bosna has served 1 term

Carolyn Cipperly new application

**Issues:** N/A

**Staff Recommendation:** Defer to Council



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

## HISTORIC PRESERVATION COMMISSION

### APPLICATION

(for Powers and Duties, see page 3)

#### Section 1 - Name and Address

Name

Home Address

Mailing Address

#### Section 2 - Contact Information

Home  Work

Fax  Mobile

Email

#### Section 3 - Occupation

Occupation

#### Section 4 - Personal and Professional Interests

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

I value the history of our town and several properties are in danger of being demolished to make way for new multifamily housing. Many items from the 2008 Preservation Plan seem to have had no noticeable actions taken to further preservation in our City. Preserving our character will encourage visitors and increase commerce

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

I would work with property owners and developers to encourage them to consider saving historic structures. I'd explore incentives for preservation. I'd help owners to create additions that would sympathize with the historic nature of their properties



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## **HISTORIC PRESERVATION COMMISSION**

### **APPLICATION**

(for Powers and Duties, see page 3)

#### **Section 4 - Personal and Professional Interests (continued)**

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

I have worked in the Architecture and Construction fields for 35 years. I grew up in a Victorian village and learned about preservation and re-use. I designed and remodeled my own home, using largely salvaged authentic materials. I have won prizes from the Aspen HPC for my work on listed historic residences there.

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

I have a BA in Architecture, Roger Williams University in Bristol RI. My continuing studies in Archaeology and Anthropology have been done mostly at CMC. I have studied Landscape Architecture and Urban planning. I was the youngest presenter at the Environmental Design and Research association conference in Boulder, 1993.

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

I have a flexible schedule

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

One year on GWS P & Z, and have served on several non-profit boards. My work has brought me before several commissions in Aspen, including HPC

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

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## **HISTORIC PRESERVATION COMMISSION**

### **APPLICATION**

(for Powers and Duties, see page 3)

## **POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION**

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

### Composition of the Historic Preservation Commission:

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

### Powers and Duties:

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

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



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## HISTORIC PRESERVATION COMMISSION

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(for Powers and Duties, see page 3)

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#### Section 4 - Personal and Professional Interests

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

I have been on the commission for the past two years. I have enjoyed being a part of putting together a comprehensive work plan to preserve our towns great historical significance. I have found it most interesting and a porthole to what is the current happenings in town. I feel that I have contributed to this commission with my historical experience at the Frontier Museum. I still act as a volunteer there and put in time in thier archives. This is valuable when we discuss buildings and areas of historical significance.

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

I would like to continue with this commission as I admire the other commissioners and how the meetings are well managed. My role would be to continue contributing what I can in our discussions and decision's. I would like to also learn more of the building codes which the town has and our historical portion there in.



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## **HISTORIC PRESERVATION COMMISSION**

### **APPLICATION**

(for Powers and Duties, see page 3)

#### **Section 4 - Personal and Professional Interests (continued)**

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

History via local museum. I was a commercial insurance broker in Aspen and Telluride. This I feel helps in understanding municipal liabilities.

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

Ba in general studies Metro State

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

I do not have problem in attendance.

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

My last two years with this commission. I admire and enjoy these people and most admire Gretchen for her work and professionalism.

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### **APPLICATION**

(for Powers and Duties, see page 3)

## **POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION**

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

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#### Section 4 - Personal and Professional Interests

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

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



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## **HISTORIC PRESERVATION COMMISSION**

### **APPLICATION**

(for Powers and Duties, see page 3)

#### **Section 4 - Personal and Professional Interests (continued)**

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

I do not.

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

BA in Journalism, UW/Madison Masters in teaching reading, GCU/Phoenix

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

No.

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

3 years on the Historical Preservation Committee here.

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

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## **HISTORIC PRESERVATION COMMISSION**

### **APPLICATION**

(for Powers and Duties, see page 3)

## **POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION**

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

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## HISTORIC PRESERVATION COMMISSION

### APPLICATION

(for Powers and Duties, see page 3)

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#### Section 4 - Personal and Professional Interests

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

When my family's antebellum mansion in the South was torn down by the state to make way for a parking lot for the Louisiana state federal building, I knew then some of my calling was to protect the past.

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

Helping the past survive while still creating a future.



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## HISTORIC PRESERVATION COMMISSION

### APPLICATION

(for Powers and Duties, see page 3)

#### Section 4 - Personal and Professional Interests (continued)

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

I have a soft knowledge to all of the above.

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

My education reads like a religious litany:

- \*\*Under graduate Degree in English, Rosary College, Chicago, Ill.
- \*\*Undergraduate Degree in French, LaValle University, Quebec City, Canada
- \*\*General study of economics, Chicago University, Chicago, Ill.
- \*\*Master in Theater Arts, Kent State University, Kent, Ohio

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

NO

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

The general amount that putting on theatrical productions, belonging to several boards, and teaching classroom french provides.

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

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## **HISTORIC PRESERVATION COMMISSION**

### **APPLICATION**

(for Powers and Duties, see page 3)

## **POWERS AND DUTIES OF THE HISTORIC PRESERVATION COMMISSION**

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

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**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Budget 2021 Discussion

**Action Requested:** NA

**Department:** Finance

**Presented By:** Steve Boyd, COO

**Background Info:** Staff will present the highlights of the 2021 Budget. The presentation will be provided ahead of the City Council meeting.

Staff will open the draft budget for public comment and it will be brought back to City council for approval at the first meeting in November.

**Issues:** NA

**Staff Recommendation:** NA



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** RWAPA IGA and Bylaws

**Action Requested:** Approve IGA and By-Laws with RWAPA.

**Department:** City Administration

**Presented By:** Debra Figueroa, City Manager

**Background Info:** April Long, the Director of Ruedi Water and Power Authority, will present the IGA and By-Laws to City Council.

**Issues:** NA

**Staff Recommendation:** Staff recommends the approval of the IGA and By-Laws.



## INTERGOVERNMENTAL AGREEMENT

Amended and Re-Adopted this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This Intergovernmental Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by, between, and among the City of Aspen by and through its City Council (hereinafter “Aspen”), the County of Pitkin by and through its Board of County Commissioners (hereinafter “Pitkin County”), the County of Eagle by and through its Board of County Commissioners (hereinafter “Eagle County”), the City of Glenwood Springs by and through its City Council (hereinafter “Glenwood Springs”), the Town of Snowmass Village by and through its Town Council (hereinafter “Snowmass Village”), the Town of Basalt by and through its Town Council (hereinafter “Basalt”), and the Town of Carbondale by and through its Board of Trustees (hereinafter “Carbondale”).

### WITNESSETH:

WHEREAS, each of the parties to this Agreement has the authority or responsibility for providing water, power or recreation to the residents within the respective jurisdiction of each, and

WHEREAS, each of the parties has the authority or responsibility for protecting the quality of the environmental resources within their respective jurisdictions on behalf of the residents thereof, and

WHEREAS, each of the parties supports keeping local water resources free of invasive species, and

WHEREAS, the fulfillment of these responsibilities depends on the free flow of information and mutual discussion between and among the governmental jurisdictions in the Roaring Fork River watershed, and

WHEREAS, these responsibilities can be accomplished through the coordinated and mutually supportive action of a consortium of local governments joined under appropriate statutory authority to address water, power, recreational, environmental and related land use issues, and

WHEREAS, these responsibilities can best be accomplished with respect to Ruedi Reservoir, which is the major water supply and recreational reservoir within the Roaring Fork River watershed and situated in Eagle and Pitkin Counties, and other local water resources by the creation of a water and power authority pursuant to an intergovernmental agreement as authorized in Section 29-1-201, et seq. C.R.S. 1998, as amended (“IGA Statute”).

NOW, THEREFORE, the parties hereby agree as follows:

**1. Ruedi Water and Power Authority**

- a. Creation and Purpose. The parties hereby create the Ruedi Water and Power Authority (hereinafter “the Authority”) pursuant to the IGA Statute and specifically the provisions of C.R.S. sec. 29-1-203 and 203.5, which sections shall apply to the Authority as a separate legal entity. The purposes of the Authority shall include the following:

- (1) To promote, sponsor, manage and direct research on issues pertaining to the protection, improvement, management, development and use of the water resources of the Roaring Fork River and its tributaries.
- (2) To support and preserve the water resources, systems, and facilities of the Roaring Fork River watershed for the production, transmission and sale of hydroelectric power.
- (3) To sell, lease or otherwise allocate water supply held by the Authority under contract with the U.S. Bureau of Reclamation to the maximum extent permitted by law.
- (4) To support, direct, and guide the development, management, and operations of Ruedi Reservoir on behalf of and for the benefit of the Roaring Fork River watershed and the residents of the parties' jurisdictions.
- (5) To provide a unified voice for the communities of the Roaring Fork River watershed on issues pertaining to the management and use of the water resources of the Roaring Fork River and its tributaries, including, without limitation, the Crystal and Fryingpan Rivers. Further; and to communicate the interests, priorities, issues, concerns and requirements of the communities of the Roaring Fork River watershed to the U.S. Bureau of Reclamation, the U.S. Fish and Wildlife Service, the State of Colorado, the Colorado River Water Conservation District, Colorado River Basin Roundtable, and/or any other appropriate agencies and authorities.
- (6) To assist, support, advise, and consult with the parties hereto or with other parties or agencies expressly approved by the parties hereto on issues of river or reservoir management, water diversion, water

storage, recreational resources, water quality, riverbed stability, invasive species, hydropower development or other issues connected with the management and use of water resources of the Roaring Fork watershed.

(7) To facilitate communication and cooperation between and among the communities, governments, interest groups and businesses of the Roaring Fork River watershed on issues pertaining to the protection, improvement, management and use of the water resources of the Roaring Fork River and its tributaries including, without limitation, the Crystal and Fryingpan Rivers.

(8) To provide comment, make recommendations or to endorse zoning or land use plans or decisions as they pertain to the water resources of the Roaring Fork River watershed. It is expressly recognized by the parties hereto that nothing in this Agreement is intended to exercise any control whatsoever over zoning or land use planning in place of statutory authority over zoning and land use possessed and exercised by the parties. Nothing in this Agreement shall affect a delegation of any of these powers or duties of the contracting parties with regard to the subjects of zoning and land use.

- b. Authority and Powers. The Authority shall have all the power necessary and proper to carry out the purposes for which it is established pursuant to Section 1.a above and the IGA Statute including the specific sections thereof referenced above to the fullest extent permitted by law, including, but not limited to, the following:
- (1) To promote, sponsor, manage, plan and direct research on issues pertaining to the protection, improvement, management,

development, and use of the water resources of the Roaring Fork River and its tributaries.

- (2) To assist, support, advise, and consult with the parties hereto or with other parties or agencies expressly approved by the parties hereto on issues of river or reservoir management, water diversion, water storage, recreational resources, water quality, riverbed stability, invasive species, hydropower development or other issues connected with the management and use of water resources of the Roaring Fork watershed.
- (3) To manage the invasive species protection program and any other threats to the integrity of the water resources at Ruedi Reservoir.
- (4) To develop water resources, systems, or facilities in whole or in part for the benefit of the watershed and its inhabitants, at the discretion of the Board of Directors, subject to fulfilling any conditions or requirements set forth in this Agreement;
- (5) To develop electric energy resources and to produce or transmit electric energy in whole or in part for the benefit of the inhabitants of the contracting parties;
- (6) To advocate for the rehabilitation of any services adversely affected by the construction of pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.
- (7) To act as a legislative appointee to the Colorado River Basin Roundtable, at the joint pleasure of the Chairs of the Senate Agriculture, Natural Resources, and Energy Committee, and the House Agriculture, Livestock, and Natural Resources Committee.

- (8) To make or enter into contracts.
- (9) To employ agents and employees.
- (10) To acquire, construct, manage, maintain, or operate water or electric energy systems, facilities, works or improvements or any interest therein.
- (11) To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of any real or personal property, commodity, or service.
- (12) To incur debts, liabilities, or obligations.
- (13) To sue and be sued in its own name.
- (14) To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the entity.
- (15) To adopt Bylaws by Resolution respecting the exercise of its power and the carrying out of its purposes, provided that any Bylaws shall require the unanimous approval of all parties to be effective.
- (16) To exercise any other powers which are essential to the provision of functions, services, or facilities by the entity and which are specified in the contract.
- (17) To do and perform any acts and things authorized by this Agreement, through, or by means of an agent or by contracts with any person, firm, or corporation.

## **2. Operation and Management**

- a. General. The Authority shall be operated and managed for the benefit of the watershed and its inhabitants as directed by the parties to this Agreement.

- b. Board of Directors. The governing body of the Authority shall be the Board of Directors (hereinafter the “Board”). The Board shall be comprised solely of elected officials who are serving on the governmental bodies of the parties to this Agreement. Each of the parties shall appoint one (1) Director to the Board and one (1) Alternate who shall also be an elected official of the appointing party, who shall serve at least a one-year term. The Directors in turn shall elect from their members a Chair, Vice-Chair, and Secretary or other officer of the Board, who shall each serve at least a one-year term. Compensation of Directors, if any, shall be determined and paid by each party to this Agreement for its own Director. Should a Director not be able to attend a meeting of the Board, the Alternate can serve in their place and with their authority. Should a vacancy arise on the Board, the party whose directorship becomes vacant shall appoint a replacement to complete the vacated term. The Board shall meet at least annually to conduct the business of the Authority and at such other times as the Board may direct or pursuant to the Bylaws. A majority of the Directors shall constitute a quorum, and, except as otherwise provided in this Agreement, the vote of a majority of the quorum shall be necessary to take action. Each member of the Board shall be entitled to one vote.
- c. Officers. The Board of Directors may appoint such officers and employees of the Authority as it deems necessary for the efficient operation of the Authority. Such officers and employees may include, but are not necessarily limited to, an Executive Director. The duties of the officers and any employees shall be established by the Board and set forth in the Authority’s bylaws and/or in contractual form.

### **3. Funding and Sharing of Surplus Revenues and Operating Deficits**

Funding of the Authority's normal activities and operations will be provided by equal contributions from the members or otherwise as may be adopted by resolution of the Board. The budget for each year will be determined at such time to allow for incorporation of member contributions into the subsequent annual budget of each member. Timely and complete contributions towards annual operating budgets will be a condition of membership.

Upon the unanimous consent of all parties hereto, the Board of Directors is authorized to establish an annual amount to be paid by each party as a condition of continuing membership. The purpose of such payment shall be to support the mission and services acknowledged herein and to provide a source of operating funds to the Authority. Payment shall be subject to annual appropriation by each of the parties to this Agreement, and each party shall have no obligation to continue this Agreement in any fiscal year in which no appropriation is made.

Distribution of surplus revenues will be determined by the Board annually during budget discussions. The bonds, notes, and other obligations of the Authority shall under no circumstances be the debts, liabilities or obligations of the parties to this Agreement. Any party may, however, subject to any limitation provided by law, contribute to any operating deficit of the Authority. Such contribution shall become a debt of the Authority which must be repaid from available funds. The Authority's operating revenues shall be applied in the following priorities:



- (1) First to pay all costs or expenses which have been incurred by any party to this Agreement in furtherance of the Authority's activities and which have been approved by the Board for payment.
- (2) To repay any contributions by the parties hereto to operating deficits.
- (3) To pay all other costs or expenses incurred by the Authority.

#### **4. Contracts**

The Authority may only enter into contracts by resolution of the Board duly adopted by a majority of the quorum present at an official meeting of the Board.

#### **5. Bonds, Notes or other Obligations.**

- a. To carry out the purposes set forth in this Agreement, the Authority is authorized to issue bonds, notes or other obligations payable solely from the revenues derived from the function, service, system, or facility, or the combined functions, services, systems, or facilities of the Authority subject at all times to the unanimous approval of all parties. The terms, conditions and details of said bonds, notes and other obligations, the procedures relating thereto, and the refunding thereof, shall be set forth in the resolution authorizing said bonds, notes or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in Part 4 of Article 35 of Title 31, C.R.S. 2018 relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited, and except that said bonds, notes and other obligations may be sold at public and private sale. Bonds, notes or other obligations issued under this paragraph shall not constitute an

indebtedness of the Authority or of any party hereto within the meaning of any constitutional and statutory limitation or other provision. Each bond, note, or other obligation issued under this paragraph shall recite in substance that said bond, note or other obligation, including the interest thereon, is payable solely from the revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note or other obligation does not constitute a debt of the Authority or of any party hereto within the meaning of any constitutional or statutory limitation or provision. Notwithstanding anything in this paragraph to the contrary, such bonds, notes and other obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors of the Authority.

- b. The resolution, trust indenture, or other security agreement under which any bonds, notes or other obligations are issued shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, fund, rights or properties of the Authority. The bonds, notes and other obligations of the Authority and the income therefrom shall be exempt from taxation by this State, except inheritance, estate, and transfer taxes.

## **6. Addition or Withdrawal of Parties**

- a. Any governmental entity may join this Agreement on such terms and conditions as may be agreed upon by all other parties. No such entity may be added, however, without unanimous approval of the parties to this Agreement.
- b. Any party may withdraw from this Agreement on its own initiative upon written notice to the Board. The benefits, obligations and rights of the withdrawing party shall be reasonably determined by resolution of the Board upon notice of withdrawal in accordance with this Agreement other adopted policies. This Agreement shall remain in full force and effect, notwithstanding any such withdrawal, among the remaining parties.

## **7. Term of this Agreement**

This Agreement shall remain in full force and effect until rescinded by unanimous vote of the Board and ratification of the rescission by all parties. Failure of a party to act on a rescission vote by the Board within sixty (60) days of the receipt of written notice by such party shall constitute a ratification of that vote.

## **8. Amendment**

This Agreement may be amended by unanimous agreement of all the parties to the Agreement. Notwithstanding the foregoing, this Agreement may not be rescinded during the term of any bonds, notes, or other obligations of the Authority, unless provision for full payment of such obligations, by escrow, other otherwise, has been made pursuant to the terms of such obligations.

**9. Parties May Deal with Authority**

Each party to this Agreement may deal with the Authority in the same manner as any individual or separate entity for the acquisition of water, power, or on any other matter for which the Authority is authorized to act.

**10. Prior Agreement**

Execution of this Agreement by all of the parties shall operate to supersede and replace any Intergovernmental Agreement previously entered into by the parties, establishing, governing and regulating the Ruedi Water and Power Authority.

IN WITNESS WHEREOF the undersigned set forth their hand as follows:

For the Ruedi Water and Power Authority

\_\_\_\_\_  
Chair, Ruedi Water and Power Authority

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Attorney for the Ruedi Water and Power Authority

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Executive Director, Ruedi Water and Power Authority

\_\_\_\_\_  
Date

\*\*\*

For Eagle County

\_\_\_\_\_  
Chairman, Eagle County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Eagle County Attorney

\_\_\_\_\_  
Date

\*\*\*

For Pitkin County

\_\_\_\_\_  
Chairman, Pitkin County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Pitkin County Attorney

\_\_\_\_\_  
Date

\*\*\*

For the City of Aspen

\_\_\_\_\_  
Mayor, City of Aspen

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Aspen City Attorney

\_\_\_\_\_  
Date

\*\*\*

For the Town of Snowmass Village

\_\_\_\_\_  
Mayor, Town of Snowmass Village

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Snowmass Village Town Attorney

\_\_\_\_\_  
Date

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For the Town of Basalt

\_\_\_\_\_  
Mayor, Town of Basalt

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Basalt Town Attorney

\_\_\_\_\_  
Date

\*\*\*

For the Town of Carbondale

\_\_\_\_\_  
Mayor, Town of Carbondale

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Carbondale Town Attorney

\_\_\_\_\_  
Date

\*\*\*

For the City of Glenwood Springs

\_\_\_\_\_  
Mayor, City of Glenwood Springs

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Glenwood Springs City Attorney

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT

Amended and Re-Adopted this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This Intergovernmental Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by, between, and among the City of Aspen by and through its City Council (hereinafter “Aspen”), the County of Pitkin by and through its Board of County Commissioners (hereinafter “Pitkin County”), the County of Eagle by and through its Board of County Commissioners (hereinafter “Eagle County”), the City of Glenwood Springs by and through its City Council (hereinafter “Glenwood Springs”), the Town of Snowmass Village by and through its Town Council (hereinafter “Snowmass Village”), the Town of Basalt by and through its ~~Board of Trustees~~ Town Council (hereinafter “Basalt”), and the Town of Carbondale by and through its ~~Town Council~~ Board of Trustees (hereinafter “Carbondale”).

### WITNESSETH:

WHEREAS, each of the parties to this Agreement has the authority or responsibility for providing water, power or recreation to the residents within the respective jurisdiction of each, and

WHEREAS, each of the parties has the authority or responsibility for protecting the quality of the environmental resources within their respective jurisdictions on behalf of the residents thereof, and

WHEREAS, each of the parties ~~has the responsibility and interest~~ for supports keeping local water resources free of invasive species, and



WHEREAS, the fulfillment of these responsibilities depends on the free flow of information and mutual discussion between and among the governmental jurisdictions in the Roaring Fork River watershed, and

WHEREAS, these responsibilities can be accomplished through the coordinated and mutually supportive action of a consortium of local governments joined under appropriate statutory authority to address water, power, recreational, environmental and related land use issues, and

WHEREAS, these responsibilities can best be accomplished with respect to Ruedi Reservoir, which is the major water supply and recreational reservoir within the Roaring Fork River watershed and situated in Eagle and Pitkin Counties, and other local water resources by the creation of a water and power authority pursuant to an intergovernmental agreement as authorized in Section 29-1-201, et seq. C.R.S. 1998, as amended (“IGA Statute”).

NOW, THEREFORE, the parties hereby agree as follows:

**1. Ruedi Water and Power Authority**

- a. Creation and Purpose. The parties hereby create the Ruedi Water and Power Authority (hereinafter “the Authority”) pursuant to the IGA Statute and specifically the provisions of C.R.S. sec. 29-1-203 and 203.5, which sections shall apply to the Authority as a separate legal entity. The purposes of the Authority shall include the following:

- (1) To promote, sponsor, manage and direct research on issues pertaining to the protection, improvement, management, development and use of the water resources of the Roaring Fork River and its tributaries, ~~including, without limitation, the Crystal and Fryingpan Rivers.~~
- (2) To support and preserve the water resources, systems, and facilities of the Roaring Fork River watershed for the production, transmission and sale of hydroelectric power.
- (3) To sell, lease or otherwise allocate water supply held by the Authority under contract with the U.S. Bureau of Reclamation to the maximum extent permitted by law.
- (4) To support, direct, and guide the development, management, and operations of Ruedi Reservoir on behalf of and for the benefit of the Roaring Fork River watershed and the residents of the parties' jurisdictions.
- (5) To provide a unified voice for the communities of the Roaring Fork River watershed on issues pertaining to the management and use of the water resources of the Roaring Fork River and its tributaries, including, without limitation, the Crystal and Fryingpan Rivers. Further; and to communicate the interests, priorities, issues, concerns and requirements of the communities of the Roaring Fork River watershed to the U.S. Bureau of Reclamation, the U.S. Fish and Wildlife Service, the State of Colorado, the Colorado River Water Conservation District, Colorado River Basin Roundtable, and/or any other appropriate agencies and authorities.

(6) To assist, support, advise, and consult with the parties hereto or with other parties or agencies expressly approved by the parties hereto on issues of river or reservoir management, water diversion, water storage, recreational resources, water quality, riverbed stability, invasive species, hydropower development or other issues connected with the management and use of water resources of the Roaring Fork watershed.

(7) To facilitate communication and cooperation between and among the communities, governments, interest groups and businesses of the Roaring Fork River watershed on issues pertaining to the protection, improvement, management and use of the water resources of the Roaring Fork River and its tributaries including, without limitation, the Crystal and Fryingpan Rivers.

(8) To provide comment, make recommendations or to endorse zoning or land use plans or decisions as they pertain to the water resources of the Roaring Fork River watershed. without controlling or usurping the zoning or land use authority of any of the parties to this Agreement. It is expressly recognized by the parties hereto that nothing in this Agreement is intended to exercise any control whatsoever over zoning or land use planning in place of statutory authority over zoning and land use possessed and exercised by the parties. Nothing in this Agreement shall affect a delegation of any of these powers or duties of the contracting parties with regard to the subjects of zoning and land use.

- b. Authority and Powers. The Authority shall have all the power necessary and proper to carry out the purposes for which it is

established pursuant to Section 1.ab above and the IGA Statute and including the specific sections thereof referenced above to the fullest extent permitted by law, including, but not limited to, the following:

- (1) To promote, sponsor, manage, plan and direct research on issues pertaining to the protection, improvement, management, development, and use of the water resources of the Roaring Fork River and its tributaries, including, without limitation, the Crystal and Fryingpan Rivers.
- (2) To assist, support, advise, and consult with the parties hereto or with other parties or agencies expressly approved by the parties hereto on issues of river or reservoir management, water diversion, water storage, recreational resources, water quality, riverbed stability, invasive species, hydropower development or other issues connected with the management and use of water resources of the Roaring Fork watershed.
- (3) To manage the invasive species protection program and any other threats to the integrity of the water resources at ~~at~~ Ruedi Reservoir.
- (4) To develop water resources, systems, or facilities in whole or in part for the benefit of the watershed and its inhabitants, at the discretion of the Board of Directors, subject to fulfilling any conditions or requirements set forth in this Agreement;
- (5) To develop electric energy resources and to produce or transmit electric energy in whole or in part for the benefit of the inhabitants of the contracting parties;
- (6) To advocate ~~provide~~ for the rehabilitation of any services adversely affected by the construction of pipelines, facilities, or systems

through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

- (7) To act as a legislative appointee to the Colorado River Basin Roundtable, at the joint pleasure of the Chairs of the Senate Agriculture, Natural Resources, and Energy Committee, and the House Agriculture, Livestock, and Natural Resources Committee.
- (8) To make or enter into contracts.
- (9) To employ agents and employees.
- (10) To acquire, construct, manage, maintain, or operate water or electric energy systems, facilities, works or improvements or any interest therein.
- (11) To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of any real or personal property, commodity, or service.
- (12) To incur debts, liabilities, or obligations.
- (13) To sue and be sued in its own name.
- (14) To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the entity.
- (15) To adopt Bylaws by Resolution respecting the exercise of its power and the carrying out of its purposes, provided that any Bylaws shall require the unanimous approval of all parties to be effective.
- (16) To exercise any other powers which are essential to the provision of functions, services, or facilities by the entity and which are specified in the contract.

- (17) To do and perform any acts and things authorized by this Agreement, through, or by means of an agent or by contracts with any person, firm, or corporation.

## **2. Operation and Management**

- a. General. The Authority shall be operated and managed for the benefit of the watershed and its inhabitants as directed by the parties to this Agreement.
- b. Board of Directors. The governing body of the Authority shall be the Board of Directors (hereinafter the “Board”). The Board shall be comprised solely of elected officials who are serving on the governmental bodies of the parties to this Agreement. Each of the parties shall appoint one (1) Director to the Board and one (1) Alternate who shall also be an elected official of the appointing party, who shall serve at least a one-year term. The Directors in turn shall elect from their members a Chair, Vice-Chair, and Secretary or other officer of the Board, who shall each serve at least a one-year term. Compensation of Directors, if any, shall be determined and paid by each party to this Agreement for its own Director. Should a Director not be able to attend a meeting of the Board, the Alternate can serve in their place and with their authority. Should a vacancy arise on the Board, the party whose directorship becomes vacant shall appoint a replacement to complete the vacated term. The Board shall meet at least annually to conduct the business of the Authority and at such other times as the Board may direct or pursuant to the Bylaws. A majority of the Directors shall constitute a quorum, and, except as

otherwise provided in this Agreement, the vote of a majority of the quorum shall be necessary to take action. Each member of the Board shall be entitled to one vote.

- c. Officers. The Board of Directors may appoint such officers and employees of the Authority as it deems necessary for the efficient operation of the Authority. Such officers and employees may include, but are not necessarily limited to, an Executive Director. The duties of the officers and any employees shall be established by the Board and set forth in the Authority's bylaws and/or in contractual form.

### **3. Funding and Sharing of Surplus Revenues and Operating Deficits**

Funding of the Authority's normal activities and operations will be provided by equal contributions from the members or otherwise as may be adopted by resolution of the Board. The budget for each year will be determined at such time to allow for incorporation of member contributions into the subsequent annual budget of each member. Timely and complete contributions towards annual operating budgets will be a condition of membership.

#### **Payment for Services**

Upon the unanimous consent of all parties hereto, the Board of Directors is authorized to establish an annual amount to be paid by each party as a condition of continuing membership. The purpose of such payment shall be to support the mission and services acknowledged herein and to provide a source of operating funds to the Authority. Payment shall be subject to annual appropriation by each of the parties to this Agreement, and each party shall have no obligation to continue this Agreement in any fiscal year in which no appropriation is made.

Distribution of surplus revenues will be determined by the Board annually during budget discussions. The bonds, notes, and other obligations of the Authority shall under no circumstances be the debts, liabilities or obligations of the parties to this Agreement. Any party may, however, subject to any limitation provided by law, contribute to any operating deficit of the Authority. Such contribution shall become a debt of the Authority which must be repaid from available funds. The Authority's operating revenues shall be applied in the following priorities:

- (1) First to pay all costs or expenses which have been incurred by any party to this Agreement in furtherance of the Authority's activities and which have been approved by the Board for payment.
- (2) To repay any contributions by the parties hereto to operating deficits.
- (3) To pay all other costs or expenses incurred by the Authority.

#### **4. Contracts**

The Authority may only enter into contracts by resolution of the Board duly adopted by a majority of the quorum present at an official meeting of the Board.

#### **5. Bonds, Notes or other Obligations.**



- a. To carry out the purposes set forth in this Agreement, the Authority is authorized to issue bonds, notes or other obligations payable solely from the revenues derived from the function, service, system, or facility, or the combined functions, services, systems, or facilities of the Authority subject at all times to the unanimous approval of all parties. The terms, conditions and details of said bonds, notes and other obligations, the procedures relating thereto, and the refunding thereof, shall be set forth in the resolution authorizing said bonds, notes or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in Part 4 of Article 35 of Title 31, C.R.S. 2018 relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited, and except that said bonds, notes and other obligations may be sold at public and private sale. Bonds, notes or other obligations issued under this paragraph shall not constitute an indebtedness of the Authority or of any party hereto within the meaning of any constitutional and statutory limitation or other provision. Each bond, note, or other obligation issued under this paragraph shall recite in substance that said bond, note or other obligation, including the interest thereon, is payable solely from the revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note or other obligation does not constitute a debt of the Authority or of any party hereto within the meaning of any constitutional or statutory limitation or provision. Notwithstanding anything in this paragraph to the contrary, such bonds, notes and other obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall

- bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors of the Authority.
- b. The resolution, trust indenture, or other security agreement under which any bonds, notes or other obligations are issued shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, fund, rights or properties of the Authority. The bonds, notes and other obligations of the Authority and the income therefrom shall be exempt from taxation by this State, except inheritance, estate, and transfer taxes.

## **6. Addition or Withdrawal of Parties**

- a. Any governmental entity may join this Agreement on such terms and conditions as may be agreed upon by all other parties. No such entity may be added, however, without unanimous approval of the parties to this Agreement.
- b. Any party may withdraw from this Agreement on its own initiative upon written notice to the Board. The benefits, obligations and rights of the withdrawing party shall be reasonably determined by resolution of the Board upon notice of withdrawal in accordance with this Agreement other adopted policies. This Agreement shall remain in full force and effect, notwithstanding any such withdrawal, among the remaining parties.

7. **Payment for Services**

~~Upon the unanimous consent of all parties hereto, the Board of Directors is authorized to establish an annual amount to be paid by each party as a condition of continuing membership. The purpose of such payment shall be to support the mission and services acknowledged herein and to provide a source of operating funds to the Authority. Payment shall be subject to annual appropriation by each of the parties to this Agreement, and each party shall have no obligation to continue this Agreement in any fiscal year in which no appropriation is made.~~

8. **Term of this Agreement**

This Agreement shall remain in full force and effect until rescinded by unanimous vote of the Board and ratification of the rescission by all parties. Failure of a party to act on a rescission vote by the Board within sixty (60) days of the receipt of written notice by such party shall constitute a ratification of that vote.

9. **Amendment**

This Agreement may be amended by unanimous agreement of all the parties to the Agreement. Notwithstanding the foregoing, this Agreement may not be rescinded during the term of any bonds, notes, or other obligations of the Authority, unless provision for full payment of such obligations, by escrow, other otherwise, has been made pursuant to the terms of such obligations.

10. **Parties May Deal with Authority**

Each party to this Agreement may deal with the Authority in the same manner as any individual or separate entity for the acquisition of water, power, or on any other matter for which the Authority is authorized to act.

**11. Prior Agreement**

Execution of this Agreement by all of the parties shall operate to supersede and replace any Intergovernmental Agreement previously entered into by the parties, establishing, governing and regulating the Ruedi Water and Power Authority.

IN WITNESS WHEREOF the undersigned set forth their hand as follows:

For the Ruedi Water and Power Authority

\_\_\_\_\_  
Chair, Ruedi Water and Power Authority

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Attorney for the Ruedi Water and Power Authority

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Executive Director, Ruedi Water and Power Authority

\_\_\_\_\_  
Date

\*\*\*

For Eagle County

\_\_\_\_\_  
Chairman, Eagle County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Eagle County Attorney

\_\_\_\_\_  
Date

\*\*\*

For Pitkin County

\_\_\_\_\_  
Chairman, Pitkin County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Pitkin County Attorney

\_\_\_\_\_  
Date

\*\*\*

For the City of Aspen

\_\_\_\_\_  
Mayor, City of Aspen

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Aspen City Attorney

\_\_\_\_\_  
Date

\*\*\*

For the Town of Snowmass Village

\_\_\_\_\_  
Mayor, Town of Snowmass Village

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Snowmass Village Town Attorney

\_\_\_\_\_  
Date

\*\*\*

For the Town of Basalt

\_\_\_\_\_  
Mayor, Town of Basalt

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Basalt Town Attorney

\_\_\_\_\_  
Date

\*\*\*

For the Town of Carbondale

\_\_\_\_\_  
Mayor, Town of Carbondale

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Carbondale Town Attorney

\_\_\_\_\_  
Date

\*\*\*

For the City of Glenwood Springs

\_\_\_\_\_  
Mayor, City of Glenwood Springs

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Glenwood Springs City Attorney

\_\_\_\_\_  
Date

## Ruedi Water and Power Authority Bylaws

### ARTICLE I:

#### Membership

The members of the Ruedi Water and Power Authority ("The Authority") shall be the parties signatory to the Intergovernmental Agreement creating the Authority. The Board of Directors of the Authority shall act in accordance with the provisions of said Agreement and no provision of these Bylaws shall be inconsistent therewith.

### ARTICLE II:

#### Offices

The official mailing address of the Authority shall be Post Office Box 565, Basalt, Colorado 81621. The Board of Directors shall have the power and authority to establish and maintain offices as it deems appropriate.

### ARTICLE III:

#### Board of Directors

**Section 1.** General Powers. The governing body of the Authority shall be the Board of Directors ("Board").

**Sections 2.** Regular Meetings. The Board shall meet at least annually at a time and place to be determined by the Board, to conduct the business of the Authority, and at such other times as the Board may direct. The posting requirements and content of meeting notices shall be established by the Board by resolution. Participation of Board members by means other than in person (e.g. telecommunication, email, etc.) must be approved by a majority of the quorum before participation is allowed.

**Section 3.** Special Meetings. Special meetings of the Board may be called by or at the request of the Chair or any two (2) Directors and shall be held in a location to be determined by the Executive Director or the Chair. Notice of any special meeting shall be given at least fifteen (15) days before the time fixed for the meeting, by written notice delivered in person or by telephone, facsimile, e-mail or regular mail to each Director at his or her address. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting with the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in the notice or waiver of notice of the meeting.

### ARTICLE IV:

#### Executive Director

**Section 1.** Powers and Duties of the Executive Director. The Executive Director of the Authority shall be the Authority's principal executive officer and shall exercise general supervision and control over all the business affairs of the Authority. The Executive Director shall be appointed by the Board to serve at the pleasure of the Board.

1. The Executive Director shall have the following specific powers and duties:

- (a) To have general and active management of the business of the Authority.
- (b) To see that all orders and resolutions of the Authority are carried into effect.
- (c) To execute contracts and documents as required.
- (d) To record or see to the proper recording of the minutes and transactions of all meetings of the Board of Directors.
- (e) To keep the Authority record books showing the details required by law with respect to any other matter.
- (f) To attend to the giving and serving of all notices of the Authority required by law or these Bylaws to be given.



(g) To attend to such correspondence and make such reports as may be assigned to him or her.

(h) To oversee the finances of the Authority in conjunction with the Authority's Financial Agent and to make regular reports to the Authority regarding the Authority's financial status.

(j) To have general superintendence and direction of all the other officers of the Authority and of the agents and employees thereof and to see that their duties are promptly performed.

(k) To operate and conduct the business and affairs of the Authority according to the orders and resolutions of the Board and according to the Executive Director's discretion whenever and wherever it is not expressly limited by such orders and resolutions.

(l) To submit a report of the operations of the Authority to the Directors at each regular meeting, and from time to time to report to the Directors all matters within his or her knowledge which are pertinent to the business of the Authority to their attention in the best interest of the Authority.

2. In addition to the foregoing, the Executive Director shall have the additional authority and duties as set forth from time to time by the Board.

**Section 2. Powers and Duties of the Financial Agent.** The Authority may appoint a Financial Agent, which may be the Executive Director, to act as the custodian of its funds, securities and property. The Financial Agent shall have the following specific duties and powers:

1. To keep and maintain, open to inspection by the Executive Director, any Director and any member of the public at all reasonable times, adequate and correct accounts of the properties and business transactions of the Authority, which shall include all matters required by law and which shall be in the form as required by law.

2. To have the care and custody of the funds and valuables of the Authority and deposit the same in the name and to the credit of the Authority with such depositories as the Board may designate.

3. To maintain accurate lists and descriptions of all capital assets of the Authority, including land, buildings, and facilities.

4. To see to the proper drafting of all checks, drafts, notes and orders for the payment of money as required in the business of the Authority, and to sign such instruments together with the Chair.

5. To disburse the funds of the Authority for proper expenses and as they may be ordered by the Board to take paper vouchers for such disbursements.

6. To render to the Executive Director and/or to the Board, whenever they may require it, an account of all his or her transactions, and a financial statement in a form satisfactory to them, showing the condition of the Authority.

7. To prepare, or cooperate in the preparation of, an annual audit, or periodic audit, as may be ordered by the Board.

In addition to the foregoing, the Financial Agent shall have such other powers, duties and authority as may be set forth elsewhere in these Bylaws and as may be prescribed by the Executive Director or the Board from time to time.

**Section 3. Payment.** Payment to the Executive Director and/or other officers shall be reviewed from time to time by the Board.

## **ARTICLE V:**

### **Indemnification of Directors and Executive Director**

Each Director, the Executive Director, and/or other officers of the Authority now or hereafter serving as such, shall be indemnified by the Authority against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served as such Director or Officer, or by reason of any action alleged to have been taken, omitted or neglected by such Officer or Director. The Authority shall be responsible for all legal expenses

reasonably incurred in connection with any such claim or liability, provided, however, that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of willful misconduct or gross negligence. The right of indemnification here provided shall not be exclusive of any rights to which any Director or Officer of the Authority may otherwise be entitled by law.

#### **ARTICLE VI:**

##### Officers – Fidelity Bonds

The Executive Director, Financial Agent, and any other officers, agents and employees of the Authority who handle funds of the Authority in any manner, and any other officers, agents and employees of the Authority specifically designated by the Board, may be required to execute a fidelity bond in favor of the Authority in the amount of \$500,000. Each such fidelity bond shall be executed by the Officer, agent or employee as principal and by a corporate surety company approved by the Board. Blanket bonds may be employed in lieu of individual bonds, in the case of employees. All premiums for fidelity bonds required of officers, agents and employees shall be paid by the Authority and such premiums shall be an Authority expense.

#### **ARTICLE VII.**

##### Contracts, Loans, Checks and Deposits

Section 1. Contracts. Subject to the provisions of the Intergovernmental Agreement, the Board may authorize its officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on the behalf of, the Authority and such authority can be general or confined to specific instances.

Section 2. Loans. Subject to the provisions of the Intergovernmental Agreement, no loans shall be contracted on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board in accordance with the Intergovernmental Agreement establishing the Authority. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, or Orders. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall from time to time be determined by the Board.

Section 4. Deposits. All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in such banks, trust companies, or other depositories as the Board may select.

#### **ARTICLE VIII.**

##### Fiscal Year

The fiscal year of the Authority shall be from January 1 to December 31.

#### **ARTICLE IX.**

##### Annual Report

The Board shall present at each meeting immediately following the end of the fiscal year, a complete report on the business of the Authority for the prior fiscal year, and its condition as of the date of the report. Each report shall disclose in detail the financial condition of the Authority, any compensation paid to officers or Directors, including salary, bonuses and any other benefits, and the income and expenses of the Authority for the period of the report. Such financial information may be given by means of balance sheets and statements of profit and loss, or revenue statements, prepared by the Financial Agent or accountant of the Authority.

#### **ARTICLE X:**

##### Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by resolution of the Board at any regular or special meeting of the Board; provided, however, that the provisions of the Intergovernmental Agreement establishing the Authority not be altered without the approval of each of the parties of the Authority. Changes in and additions to the Bylaws must be by unanimous agreement of the Board as per the provisions of the Intergovernmental Agreement establishing the Authority. Changes in and additions to the Bylaws by the Board shall be provided to the individual members of the Authority by way of Certified Mail delivered to the City or County Managers or Administrators of the member governments within sixty (60) days after revision and shall be subject to approval or disapproval by each of the individual members of the Authority. If an individual member does not register an objection to the proposed revisions, they shall become effective within sixty (60) days after submission for their review.

#### **ARTICLE XI:**

##### Inspection and Copies of Bylaws

The Bylaws and all amendments thereto shall be maintained in current form by the Executive Director and shall be

made available for inspection by any member of the Authority and the public at the office of the Executive Director at any time during business hours. A copy of the Bylaws, as amended, shall be furnished to the representative of any member of the Authority on written request.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by unanimous approval by Resolution # \_\_\_\_\_ of the Board of Directors of the Ruedi Water and Power Authority.

**SIGNATURE BLOCK:**

\_\_\_\_\_  
Chair, Ruedi Water and Power Authority

**Approved as to Form:**

\_\_\_\_\_  
Attorney for the Ruedi Water and Power Authority

\_\_\_\_\_  
Date

**Witness:**

\_\_\_\_\_  
Executive Director, Ruedi Water and Power Authority

\_\_\_\_\_  
Date



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** GoEV City

**Action Requested:** NA

**Department:** City Administration

**Presented By:** Debra Figueroa, City Manager

**Background Info:** Stefan Johnson with CLEER will present to City Council on becoming a GoEV City. His presentation is included in the packet.

**Issues:** NA

**Staff Recommendation:** NA





# The idea: local governments can drive change



- Ready for 100 Campaign has 325 local governments committed to 100% renewables (15 in CO).
- These local commitments shape public understanding and drive broad change
- Colorado goal: 940,000 EVs by 2030 (30,000 EVs in CO today)
- GoEV Commitments from Boulder County, Denver, City of Boulder



## Ready for 100 in Colorado:

Denver, Boulder, Pueblo, Nederland, Longmont, Lafayette, Breckenridge, Aspen, Pueblo County, Summit County, Frisco, Silverthorne, Golden, Fort Collins, Durango.

# GoEV City: Process

1. Adopt the [GoEV Resolution](#)
2. Develop Transportation Electrification Plan within 18 months.
3. Designates appropriate staff time and resources to implement the plan.
4. Participates in a consortium to share lessons and best practices.
5. Share key tracking data.



# The GoEV Commitment

1. City commits to transition **its own fleet** to zero emission vehicles.
2. City works with the **local transit agency and school districts** to transition to zero emissions buses.
3. City works to transition **taxis, Uber/Lyft and similar services** to zero emission vehicles.
4. City sets goals to transition **all vehicles in the community** to zero emission vehicles.





# GoEV City Policy Goals

## Electrify City Fleet

- 100% of new light-duty vehicles when possible
  - Sedans and SUVs by 2020;
  - Pickup trucks in 2023
- Build-out EV charging to support new electric fleet.
- Future purchasing decisions to consider total cost of ownership (including fuel and maintenance) and social cost of carbon.
- Coordinate with utilities to build EV charging infrastructure.



# GoEV City Policy Goals

## Electrify Buses: Transit & School Buses

- Collaborations and Advocacy:
  - Local/Regional transit agency & CDOT
  - Secure electric bus grants through VW plan
  - School districts: Electric buses; charging access for staff
  - Work with electric utilities to expand charging infrastructure



# GoEV City Policy Goals

## Electrify taxis/TNCs

- Collaborations and pilot programs:
  - Rideshare: Uber/Lyft, Ztrip
  - Car-share: eGo
  - Micro-mobility partnerships  
(shared eBikes, scooters)
  - Via Mobility paratransit service



# GoEV City Policy Goals

## Electrify all vehicles in the community

- Implementation Tools:
  - EV Incentives: feebate, EV parking & HOV access
  - Charging infrastructure: public stations, EVSE incentives (coordinate with utilities & govt agencies)
  - EV-Ready building codes
  - Education & Outreach: EV 101 workshop, ride and drives, Group buy programs





## **RESOLUTION 2018-120**

### **A Resolution of the Board of County Commissioners of Boulder County Declaring Boulder County a GoEV County and Pledging to Develop a Transportation Electrification Plan with Implementation Strategies**

- 100% of new light duty vehicles purchased by the county will be electric vehicles when the technology accommodates the needs of the vehicle use. All new sedans will be electric starting in 2020; all new SUVs will be electric by 2025, and all new pickup trucks will be electric by 2030.<sup>1</sup>
- Boulder County will support the electric vehicle charging station infrastructure needed to accommodate the transition to electric fleet vehicles.
- Boulder County will transition to medium and heavy duty zero emission vehicles and off road equipment as these vehicles become available in Colorado.
- Boulder County will advocate that Regional Transportation District transition all bus routes within Boulder County to electric buses by 2030.
- Boulder County will advocate that the Boulder Valley and St. Vrain Valley School Districts transition to a fully electric school bus fleet by 2040.
- Boulder County will work with municipal partners and with shared fleets such as taxis, Uber and Lyft, and carshare companies to transition these shared fleet vehicles to full electric fleets by 2030.
- Boulder County will work with the community on programs, policies, incentives and regulatory approaches to transition 30% of all vehicles within the county to zero emissions by 2030, and 100% of all vehicles by 2050.



# GoEV CITY

Accelerate the transition to electric vehicles

## Leading the charge on electric transportation

Colorado cities have a unique opportunity to lead on climate. Many cities have taken action on emission reductions and led the way to cleaner energy in the electricity sector with ambitious renewable energy commitments. They can do the same in the transportation sector by setting bold targets for electric vehicle (EV) adoption, and by implementing policies and strategies to kick the EV transition into high gear. By supporting electric transportation options, municipalities give residents the opportunity to reduce emissions, breathe cleaner

[www.goevcity.org](http://www.goevcity.org)

Stefan Johnson, CLEER

[sjohnson@cleanenergyeconomy.net](mailto:sjohnson@cleanenergyeconomy.net) (970) 704-9200



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Blake Gate

**Action Requested:** Delay the opening of the Blake Gate until the issuance of a certificate of occupancy or temporary certificate of occupancy for any building part of the Triumph-Bell Rippy development

**Department:** Economic and Community Development

**Presented By:** Jennifer Ooton, Assistant City Manager

**Background Info:** On July 23, 2020, the City Council voted to open Blake Gate in 2020 pending community outreach meetings and staff recommendations; to bring the decision back to Council as to whether it's a one-way or two-way street.

Since that time, members of staff have been working with the Triumph-Bell Rippy project developers as they finalize construction documents. Based on those conversations, the developer is planning to add traffic calming on Blake Avenue including a slim line median at the location of the current site of the Gate and a tabletop pedestrian crossing across Blake Avenue into the RFTA BRT parking lot.

Engineering Department staff have been developing alternatives for the configuration of Blake Avenue to present at a community outreach meeting. These alternatives are still a work in progress and staff is planning the neighborhood meeting for October 28, 2020, which would be after asphalt plants have closed. Based on this, staff would like to ask for a postponement to opening the gate until at least 2021.

The developer is planning to submit final construction drawings to the City in the next few months, with construction starting in the spring.

**Issues:** The currently proposed budget for 2021 shows funding for both design and project dollars for Blake from 23rd to the intersection of Highway 82. This funding is in the Streets Tax Fund.

If we were to open the Gate with temporary improvements next spring, some portion of this funding for overall improvements would need to be used for the unimproved section of Blake at the Gate.

The developer is showing new asphalt improvements on their 50 percent plans that were submitted to staff for a high level review in August, and also has indicated to Engineering their intent to add the traffic calming measures in this section of Blake.

If the gate were to open with temporary improvements (such as asphalt millings only), it would open without traffic calming measures in place.

**Staff Recommendation:** Staff would recommend delaying the opening of the Gate until the issuance of a certificate of occupancy or temporary certificate of occupancy for any building part of the Triumph-Bell Rippy development.



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** IGA Agreement Approval with NWCCOG for Co-located Rack Space within the 910 Telecom Internet Leasing Location in Denver, Colorado.

**Action Requested:** Approval of the IGA Agreement with NWCCOG for Co-located Rack Space within the 910 Telecom Internet Leasing Location in Denver, Colorado.

**Department:** Public Works

**Presented By:** Matthew Langhorst, Public Works Director  
Michael Gardner, Broadband Superintendent

**Background Info:** The City of Glenwood Springs is a partner in the North West Colorado Council of Governments (NWCCOG) project called project THOR. Project THOR is a middle mile transport network that provides redundant connectivity to multiple Western Colorado communities and organizations. This project provides City of Glenwood Springs and CBN the ability to increase the robustness of its internet services and internal connectivity by providing direct access to the Internet Exchange in Denver, as well as providing for the opportunity to have point-to-point connectivity to any other THOR partner location.

The purpose of this IGA with NWCCOG is to provide CBN the ability to co-locate a piece of equipment within the Denver Internet Exchange facility as well as providing connectivity to THOR. This equipment will further CBN's goals of providing reliable internet service while at the same time reducing overhead costs. It will also serve as an opportunity for CBN to deliver affordable internet bandwidth to the Western Colorado communities that are currently partners with project THOR as well as any future regional connections that the NWCCOG pursues.

**Issues:** None at this time.

**Staff Recommendation:** Staff is recommending approval of the IGA Agreement with NWCCOG for Co-located Rack Space within the 910 Telecom Internet Leasing Location in Denver, Colorado.



## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), dated and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2020, is entered into by and between the City of Glenwood Springs (“City”) and the Northwest Colorado Council of Governments (“NWCCOG”), both political subdivisions of the State of Colorado (collectively called the “Parties”).

WHEREAS, the Parties share similar concerns and objectives with respect to promoting access and use of broadband Internet services at affordable pricing within the jurisdictions that comprise the NWCCOG; and

WHEREAS, the Parties have each been involved in deploying broadband infrastructure in order to accomplish these goals; and

WHEREAS, the City, among its broadband activities, is a provider of broadband Internet Access services; and

WHEREAS, the NWCCOG has undertaken the deployment of a middle mile fiber optic broadband network known as Project THOR, which among other things, provides connectivity to Meet Me Center Host sites within the NWCCOG’s boundaries; and

WHEREAS, a Meet Me Center (MMC) is defined as a shareholder of Project THOR; and

WHEREAS, in addition to rack space and connectivity that the City will require, the City’s equipment will support IP Transport Service to MMCs and other interested parties; and

WHEREAS, the City is willing to provide Internet access to NWCCOG Meet Me Center Hosts and other users on the Project THOR network at a price that is representative of the City’s actual and reasonable costs in providing such access; and

WHEREAS, the City is willing to undertake responsibility for all billing to each individual Meet Me Center host or network user for the Internet access provided by the City; and

WHEREAS, this IGA will benefit NWCCOG’s mission for Project THOR in that it will enable MMC hosts to offer more competitive pricing to ISPs and other organizations connecting to Project THOR, helping MMC hosts gain subscribers and helping ISPs and community anchors achieve more affordable internet access; and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes authorizes political subdivisions of the State of Colorado to contract to provide any lawfully authorized function, service or facility or to form and maintain associations to promote, through cooperative effort,

the interest and welfare of each.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. SUBLEASE OF RACK SPACE. NWCCOG shall make available to the City access to up to 12 rack units at the space leased by NWCCOG at 910 15th Street, 10th Floor, Denver, Colorado (the Leased Property). The City, and its authorized contractors or subcontractors, may access the Leased Property to perform work associated with the City's equipment located within the leased space. The City shall not provide access to the Leased Property to any other party for any reason. The City shall provide documentation and advanced notice when possible of work being performed in the Leased Property to NWCCOG.

2. AVAILABILITY OF ELECTRIC POWER. NWCCOG shall make available to the City reasonable access to electrical power at the Leased Property.

3. AVAILABILITY OF PORT SPACE. NWCCOG shall make available to the City up to two 100G ports to enable cross connections between the City and commercial IP providers.

4. TERM. This Agreement shall commence on the date executed by the second Party and shall have a term of three (3) years. This agreement will automatically renew for up to two additional three-year terms. The City may provide a notice to terminate this renewal 90 days prior to the renewal date of the current term.

5. CONSIDERATION. There shall be no monetary compensation required of the City or NWCCOG in connection with this Agreement. The consideration for rack space use is the City's agreement to provide broadband Internet service to NWCCOG Meet Me Center host and other users on the Project THOR network, and to undertake all billing responsibilities for the same.

6. DAMAGES. Each Party shall be responsible to the other Party for any damages one Party's actions or failures to act cause to the other Party. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. TERMINATION. Either Party may terminate this Agreement upon ninety (90) days written notice to the other party.

8. COOPERATION AND PUBLIC CHARGE. The Parties hereby agree that they

shall cooperate so far as possible within the constraints of applicable law to effectuate the intent of this Agreement. The Parties shall at all times act in conformity with all applicable laws, statutes and regulations.

## 9. INSURANCE.

9.1 The City shall procure and maintain, and shall cause each of its contractors or subcontractors performing work related to this Agreement to procure and maintain: 1) Worker's Compensation and Employer's Liability insurance as required by the Laws of the State of Colorado; 2) Comprehensive General Liability (CGL) insurance, written on an occurrence basis with minimum limits of two million dollars (\$2,000,000) for each occurrence. In no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b). The CGL coverage shall apply to all premises and operations relating to this Agreement within the purview of the City's responsibilities as defined throughout the Agreement and shall include coverage for bodily injury, broad property damage (including completed operations, personal injury including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations, and explosion, collapse, and underground hazards.

9.2. The following additional requirements shall apply with respect to the CGL insurance:

9.2.1. All policies shall provide (or be endorsed to provide) that the NWCCOG, its officers, officials, employees, and agents are to be covered as and have the rights of additional insureds with respect to any and all liabilities associated with, or caused by the construction, use, maintenance, repair or existence of the facilities and equipment at the Leased Property, or the condition or use of the Leased Property that is the subject of this Agreement. All policies shall contain a severability of interests' provision.

9.2.2. The insurance obtained shall be placed with insurers with a Best's rating of no less than "A IX". Self-insurance shall not be permitted in lieu of the requirements of this Section.

9.2.3. The City shall furnish the NWCCOG with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status.

## 10. TERMS RELATED TO GOVERNMENTAL ENTITY STATUS.

10.1 Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the either Party within the meaning of Colorado Constitution Article X, Section 20, or any other constitutional or statutory provisions. Each Party's fiscal obligations hereunder are expressly conditional upon annual appropriation by

its respective governing body, in its sole discretion. The Parties understand and agree that any decision by a governing body to not appropriate funds for payment or funds necessary for a Party to meet its obligations under this Agreement shall result in termination of this Agreement. If any Party is not going to appropriate funds for its next fiscal year to continue under this Agreement, it shall utilize best efforts to advise the other Party of the intent not to appropriate by October 1<sup>st</sup> of each year.

10.2 Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or any other applicable law, as now or hereafter amended.

## 11. MISCELLANEOUS PROVISIONS.

11.1 Entire Agreement. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the Parties.

11.2 Severability. If any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11.3 Notice. All notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail message was received.

Notices to NWCCOG shall be addressed to:

Jon Stavney  
Executive Director  
NWCCOG  
P.O. Box 2308  
249 Warren Avenue  
Silverthorne, CO 80498  
jstanvey@nwccog.org

Notices to the City shall be addressed to:

Matt Langhorst  
Public Works Director  
City of Glenwood Springs

101 W. 8<sup>th</sup> St  
Glenwood Springs, Co 81623  
Matt.Langhorst@cogs.us  
NOC@gscbn.com

If either Party changes its address during the term herein, it shall so advise the other Party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

11.5 Jurisdiction. Venue for any judicial dispute between the Parties arising under or out of this Agreement shall be proper only in the state court of Summit County, Colorado.

11.6 Authority to Execute. The individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.

11.7 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Both Parties expressly reserve all rights they may have under law to the maximum extent possible, and neither Party shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

11.8 No Joint Venture. The relationship between the Parties shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

11.9 Survival. Any provision of this Agreement, which by its nature extends beyond the term hereof or which is required to ensure that the Parties fully exercise their rights and perform their obligations hereunder shall survive the expiration or termination of this Agreement.

11.10 Headings. Headings used in this Agreement are provided for convenience only and will not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties effective

as of the Effective Date set forth above.

**CITY OF GLENWOOD SPRINGS, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk

By: \_\_\_\_\_  
Jonathan Godes, Mayor

Date: \_\_\_\_\_

**NORTHWEST COLORADO COUNCIL OF GOVERNMENTS**

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**October 1, 2020**

**Agenda Item:** Award of Bid BD2020-031 for Networking Equipment and Associated Accessories to One Technology Corporation

**Action Requested:** Award of Bid BD2020-031 for a piece of networking routing equipment and associated accessories to One Technology Corporation in the amount of \$238,076.42, plus option items associated with bid not to exceed an additional \$10,000.

**Department:** Public Works

**Presented By:** Matthew Langhorst, Public Works Director

**Background Info:** This equipment will be placed within the NWCCOG co-location space in Denver. It will provide CBN with increased upstream resiliency for our citizens in Glenwood Springs as well as position us to provide THOR partners upstream connectivity. It is designed/specified to provide capacity for today as well as being an up-gradable system that will allow for capacity increases in the future.

**Issues:** None at this time.

**Staff Recommendation:** Staff is recommending the award of Bid BD2020-031 for a piece of networking routing equipment and associated accessories to One Technology Corporation in the amount of \$238,076.42, plus option items associated with bid not to exceed an additional \$10,000.



City of Glenwood Springs  
Purchasing Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
**INVITATION TO BID BD 2020-031**  
**COVER SHEET**

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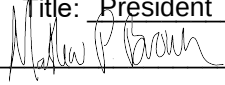
|                                                        |                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                                  | August 17, 2020                                                                                                                                                                                                                                                                                                                                                                       |
| Bid number:                                            | BD 2020-031                                                                                                                                                                                                                                                                                                                                                                           |
| Bid title:                                             | <b>Juniper Router and Parts</b>                                                                                                                                                                                                                                                                                                                                                       |
| Bids will be received until:                           | August 31, 2020<br>2:00 p.m., local time<br>at 101 West 8 <sup>th</sup> Street, Procurement<br>Office, Glenwood Springs,<br>Colorado 81601                                                                                                                                                                                                                                            |
| Goods or services to be delivered to or performed at:  | <b>City of Glenwood Springs<br/>Broadband Department<br/>101 W. 8<sup>th</sup> Street<br/>Glenwood Springs, CO 81601</b><br><br><b><u>Responses must be submitted<br/>electronically to<br/><a href="mailto:bidresponse@cogs.us">bidresponse@cogs.us</a> no later than<br/>the required time and date. Include<br/>PROPOSAL #BD2020-031 in the<br/>subject line of the email.</u></b> |
| For additional information please contact Ricky Smith: | 970-384-6445                                                                                                                                                                                                                                                                                                                                                                          |
| Email Address                                          | <a href="mailto:bidresponse@cogs.us">bidresponse@cogs.us</a>                                                                                                                                                                                                                                                                                                                          |
| Documents included in this package:                    | Invitation to Bid Cover Sheet<br>Special Terms and Conditions<br>Specification and Pricing Form<br>Addendum to Professional Services<br>Agreement                                                                                                                                                                                                                                     |

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8<sup>th</sup> Street, Purchasing 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 ninety (90) calendar days following the date of submission.



PRINT OR TYPE YOUR INFORMATION

Name of Company: One Technology Corporation Fax: (866) 663-8322  
Address: 22481 Boundstone DR City/State: Parker, CO Zip: 80138  
Contact Person: Mat Brown Title: President Phone: (303) 249-5240  
Authorized Representative's Signature:  Phone: \_\_\_\_\_  
Printed Name: Mathew P. Brown Title: President Date: 8/30/2020  
Email Address: MBrown@One-Technology.com



City of Glenwood Springs  
Purchasing Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

## INVITATION TO BID BD 2020-031

### SPECIAL TERMS AND CONDITIONS

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**SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| August 17, 2020 and August 24, 2020 | Advertise                         |
| August 24, 2020                     | Deadline for submitting questions |
| August 31, 2020                     | Proposal deadline                 |
| September 17, 2020                  | Award contract                    |

**PURPOSE OF SOLICITATION - TO PURCHASE ITEMS THROUGH A SINGLE SOLICITATION:** The purpose of this Solicitation is to purchase a Juniper Router and Parts through a single solicitation.

**TERM OF CONTRACT:** This contract shall commence on the date of the Purchase Order or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the City's authorized representative. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

#### TERMINATION OF CONTRACT:

- A. The City may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
- B. The City may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the City's inability to continue with the contract due to the elimination or reduction of funding.

**METHOD OF AWARD - SINGLE PRODUCT:** Award of this Contract will be made to the lowest responsive, responsible Vendor whose Offer will be most advantageous to the City, as determined solely by the City of Glenwood Springs. Availability of router and parts for a timely delivery will be a major consideration for award of this bid.

**ELIGIBILITY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of three years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City. The City reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial,

technical and other qualifications and abilities of the Vendor, including past performance and experience with the City) in making the award in the best interest of the City.

**ASSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be assigned to another vendor.

**ESTIMATED QUANTITIES:** Estimated quantities or estimated dollars are provided in this solicitation for the Vendor's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the City's actual needs and usage during the previous contractual period or prior twelve-month period, whichever is longer. Said estimates may be used by the City for purposes of determining the low Vendor meeting Specifications.

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

**RESPONSE TO QUESTIONS:** Questions which arise during the response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing via email to [bidresponse@cogs.us](mailto:bidresponse@cogs.us). The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer at least seven (7) calendar days prior to the scheduled opening of the Solicitation.

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

**GOVERNMENT STANDARDS AND REQUIREMENTS:** All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), and the National Electric Code (NEC).

#### **CONTENTS OF OFFER:**

- A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
  1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the City or the compensation to the Vendor.
  2. Vendors are advised that all City contracts are subject to all legal requirements contained in the City procurement policies, the Purchasing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
  3. Vendors are required to state exactly what they intend to furnish to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

- 4 City Of Glenwood Springs intends and expects that the contracting processes of the City and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the City as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the City upon the City's request.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of the City of Glenwood Springs.

B. Clarification and Modifications in Terms and Conditions

1. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the City's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the City at least five (5) calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

**Any official interpretation of this Solicitation must be made, in writing, by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.**

The City shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the City is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the City. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

**PREPARATION AND SUBMISSION OF OFFER:**

A. Preparation.

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
  2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
  3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
  4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
  5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
- B. Submission.
1. The Offer shall be sealed in an envelope with the vendor's name and the bid number on the outside.
  2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the City. No other form shall be accepted.
  3. Offers submitted via facsimile will not be accepted.
  4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The City reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or if they are not in the best interests of the City.
- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

## **MODIFICATION OR WITHDRAWAL OF OFFERS**

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the City's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Purchasing Department will be considered the valid modification.
- B. Withdrawal of Offers
1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
  2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety (90) calendar days. If an Offer is withdrawn by the Vendor during this ninety-day period, the City may, at its option, suspend

the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

#### **REJECTION OF OFFERS:**

- A. Rejection of Offers. The City may, at its sole and absolute discretion:
  - 1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
  - 2. Readvertise this Solicitation;
  - 3. Postpone or cancel the process;
  - 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the City;
  - 5. and/or Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.
- B. Rejection of a Particular Offer. The City may, at its sole and absolute discretion, reject an offer under any of the following conditions:
  - 1. The Vendor misstates or conceals any material fact in its Offer;
  - 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
  - 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
  - 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
  - 5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. Elimination From Consideration
  - 1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
  - 2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the City, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- D. The City reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the City to do so.

#### **APPEAL OF AWARD.**

- A. Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest as follows:
  - 1. Prior to bid opening. If the course of the protest is known or should have been known to the aggrieved person prior to the opening of bids, such protest must be presented, if at all, to the City Manager as soon as it becomes known or should have become known but no later than the close of business on the day prior to the bid opening.

2. After bid opening. If the cause of the protest is known or should have been known to the aggrieved person after the bid opening, such protest must be presented, if at all, to the City Council within two (2) business days after the bid opening but, in no event, later than the bid award.

(b) Form of protest. The bid protest shall be in writing and specify the exact grounds for the protest. Any grounds not set forth in the written protest shall be waived.

(c) Determination of protest.

(1) By the City Manager. Bid protests made to the City Manager shall be decided by the City Manager as soon as is practicable after receipt of the protest but, in any event, no later than one hour prior to the bid opening. Such decision shall be in writing. In the event the decision is such and so substantial that other bidders or prospective bidders may desire to modify their bid proposals, the City Manager shall give notice of such decision to all bidders and prospective bidders of such decision. If insufficient time remains prior to the bid opening for bidders and prospective bidders to modify their bid proposals, then the City Manager at the place and time for bid opening can announce a reasonable continuance of the bid opening. No further public notice will be required except that all bidders who have submitted proposals as of the original time for bid opening and who are not present at the bid opening shall be given prompt written notice of the continuance of the bid opening and the reason for such continuance.

(2) By the City Council. Any person aggrieved by the decision of the City Manager may appeal his/her decision to the City Council, which appeal shall be decided, if practicable, prior to bid opening or, if not practicable, then prior to the award of bids. If the City Manager determines it to be in the best interests of the City when an appeal is made of his/her decision pursuant to this Paragraph, he/she may continue the bid opening in accordance with the provisions of this Subsection. If a bid protest is made to Council pursuant to Paragraph 010.060.160(a)(1), Council shall make a determination of the protest prior to bid award. If Council determines that the bid protest is appropriate, it may, but need not, determine to rebid the contract. The decision of Council shall be final from which an appeal to Court in accordance with the laws of the State, may be taken. Such appeal must be filed within ten (10) days of Council's decision or it shall be waived.

(d) Waiver. The failure of an aggrieved person to make a bid protest or an appeal of the same in accordance with the terms of this Section shall be deemed to be a waiver of such protest.

## **SUBMISSION OF BIDS**

Bids shall be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us), **no later than the required time and date.** Include **PROPOSAL #BD 2020-031 in the subject line of the email.**

## **BID SUBMITTALS**

The following documents must be provided in each submitted bid: Invitation to Bid Cover Sheet, Pricing Sheet, Issued Addendum, copies Addendum to Professional Services.

**PRICE OFFERS SHALL BE FIXED AND FIRM FOR A PERIOD OF 30 CALENDAR DAYS:** The prices offered by the Vendor shall remain fixed and firm for a period of thirty calendar days, **NO EXCEPTIONS.** No changes in the Response shall be allowed after the date and time of the Solicitation opening due to error by the Vendor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of thirty calendar days.

**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.



City of Glenwood Springs  
Purchasing Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

INVITATION TO BID BD 2020-031

SPECIFICATION AND PRICING FORM

**SPECIFICATIONS:**

This specification covers A juniper MX480 Router and associated parts:

MX480-PREMIUM3-DC  
RE-S-X6-128G-S-BB  
SCBE3-MX-BB  
JUNOS-64  
FFANTRAY-MX480-HC-BB  
PWR-MX480-2400-DC-BB  
MPC7E-MRATE-IRB (2)  
JS-IPv6  
S-JFLOW-CH-MX480  
SVC-ND-MX480  
SVC-ND-MPC7E-IRB (2)  
SVC-COR-JF-MX480

**Optional Items:**

JNP-100G-AOC-10M, Interface Accessory, 100G QSFP28 to QSFP28 active optical cables,10m  
JNP-100G-AOC-15M, Interface Accessory, 100G QSFP to QSFP active optical cables,15M  
JNP-100G-AOC-1M, Interface Accessory, 100G QSFP to QSFP active optical cables,1M  
JNP-100G-AOC-20M, Interface Accessory, 100G QSFP28 to QSFP28 active optical cables,20m  
JNP-100G-AOC-30M, Interface Accessory, 100G QSFP28 to QSFP28 active optical cables,30m  
JNP-100G-AOC-3M, Interface Accessory, 100G QSFP to QSFP active optical cables,3M  
JNP-100G-AOC-5M, Interface Accessory, 100G QSFP to QSFP active optical cables,5M  
JNP-100G-AOC-7M, Interface Accessory, 100G QSFP to QSFP active optical cables,7M

**ROUTER AND PARTS AVAILABILITY:**

**Availability of ROUTER AND PARTS will be a major consideration for award of this bid.**



**Pricing Sheet:****ITEMS:****PRICE PER EACH:**

|                            |                                |
|----------------------------|--------------------------------|
| MX480-PREMIUM3-DC          | \$ 26,364.80                   |
| RE-S-X6-128G-S-BB          | \$ .01                         |
| SCBE3-MX-BB                | \$ 2,605.90 ** (x2 = 5,211.80) |
| JUNOS-64                   | \$ 3,920.00                    |
| FFANTRAY-MX480-HC-BB       | \$ .01                         |
| PWR-MX480-2400-DC-BB       | \$ .01                         |
| MPC7E-MRATE-IRB (2 ea.)    | \$ 70,224.00 (x2 = 140,448.00) |
| JS-IPv6                    | \$ .01                         |
| S-JFLOW-CH-MX480           | \$ 13,440.00                   |
| SVC-ND-MX480               | \$ 3,802.18                    |
| SVC-ND-MPC7E-IRB (2 ea.)   | \$ 20,092.80 (x2 = 40,185.60)  |
| SVC-COR-JF-MX480           | \$ 4,704.00                    |
| <b>TOTAL OF ALL ITEMS:</b> | <b>\$ 238,076.42*</b>          |

\*\*Note that the original quote contained qty 2 of SCBE3-MX-BB.

\*\$235,470.52 without the second SCBE3-MX-BB

**OPTIONAL ITEMS:****PRICE PER EACH:**

|                  |                                                                      |           |
|------------------|----------------------------------------------------------------------|-----------|
| JNP-100G-AOC-10M | Interface Accessory, 100G QSFP28 to QSFP28 active optical cables,10m | \$ 390.00 |
| JNP-100G-AOC-15M | Interface Accessory, 100G QSFP to QSFP active optical cables,15M     | \$ 500.00 |
| JNP-100G-AOC-1M  | Interface Accessory, 100G QSFP to QSFP active optical cables,1M      | \$ 400.00 |
| JNP-100G-AOC-20M | Interface Accessory, 100G QSFP28 to QSFP28 active optical cables,20m | \$ 520.00 |
| JNP-100G-AOC-30M | Interface Accessory, 100G QSFP28 to QSFP28 active optical cables,30m | \$ 535.00 |
| JNP-100G-AOC-3M  | Interface Accessory, 100G QSFP to QSFP active optical cables,3M      | \$ 330.00 |
| JNP-100G-AOC-5M  | Interface Accessory, 100G QSFP to QSFP active optical cables,5M      | \$ 350.00 |
| JNP-100G-AOC-7M  | Interface Accessory, 100G QSFP to QSFP active optical cables,7M      | \$ 390.00 |

Manufacture of router/parts being bid: Juniper Networks

Current Est

Bidding 60-90 Days total days for delivery of router. Delivery date will be a major consideration for award.

Current Est

Bidding 40-60 Days total days for delivery of parts. Delivery date will be a major consideration for award.

Current Est

Bidding 10-60 Days total days for delivery of optional items. Delivery date will be a major consideration for award.

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

Yes X  
No \_\_\_\_\_

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

Yes X  
No \_\_\_\_\_

Have you filled in all the blanks listed above?

Yes X  
No \_\_\_\_\_

**Responses must be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include PROPOSAL #BD 2020-031 in the subject line of the email.**

**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, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> 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: One Technology Corporation

DATE: 08/31/2020 BY: 