



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MARCH 4, 2021
101 W. 8TH STREET
6:15 PM

The agenda is subject to *change, including the addition of items 24 hours in advance or the deletion of items at any time.*
The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

ZOOM INSTRUCTIONS

1. You are invited to a Zoom webinar.

When: Mar 4, 2021 03:15 PM Mountain Time (US and Canada)

Topic: 2021/03/04 Regular Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83669574794>

Or iPhone one-tap :

US: +13462487799,,83669574794# or +16699006833,,83669574794#

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: 836 6957 4794

International numbers available: <https://us02web.zoom.us/j/83669574794>

WORK SESSION

3:15	2. Planning and Zoning Commission	Information/Discussion
4:15	3. AV Update for Council Chambers	Information/Discussion
4:45	4. Broadband Town of Eagle IGA Draft Scope of Services	Information/Discussion

REGULAR SESSION

- | | |
|------|-------------------------------|
| 6:15 | 5. Roll Call |
| | 6. Pledge of Allegiance |
| | 7. Agenda Changes & Conflicts |

6:15	8. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
6:30	9. Council Comments	
6:45	10. Consent Agenda	Discussion and/or Action
	<i>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 unless a Councilmember or Audience Member so requests.</i>	
	A. Minutes from February 18 Meeting	
	B. Local Jurisdiction Letter	
	C. Cardiff Water Tank Bid Award to Phoenix Industries per bid BD2021-003.	
	D. 2021 IGA for Traveler Services	
	E. Concrete Crushing Purchase Order for South Canyon Landfill	
	F. Hanging Lake Shuttle Contract	Discussion and/or Action
6:45	11. Proclamation for Matt Nunez	
	Meeting Set-up	
ACTIONS AND/OR PRESENTATIONS		
6:50	12. Blake Street Configuration	Discussion and/or Action
7:35	13. South Bridge Design Vote	Discussion and/or Action
8:05	14. Tourism Promotion Board Structure	Discussion and/or Action
8:35	15. Tourism Promotion Board Appointments	Discussion and/or Action
8:40	16. Airport Commission Appointments	Discussion and/or Action
8:45	17. River Commission Appointments	Discussion and/or Action
8:50	18. Parks and Recreation Commission Appointments	Discussion and/or Action
8:55	19. Arts and Culture Board Appointments	Discussion and/or Action
9:00	20. Resolution 2021 No 5 - A Resolution of the City of Glenwood Springs Colorado, Adopting an Update to the Downtown Plan of Development of the Glenwood Springs Downtown Development Authority.	Discussion and/or Action
9:20	21. Report from City Administration	
	A. City Manager	
	B. City Attorney	
	C. Correspondence Incoming/Outgoing	
9:35	22. Adjournment	



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Planning and Zoning Commission

Action Requested: This is a joint workshop with members of the Planning and Zoning Commission and City Council.

Department: Planning Department

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

Background Info: The Planning and Zoning Commission would be interested in discussing the following and other topics:

Downtown Core: Maintaining downtown vitality - prohibition of ground floor office-related uses (encouraging preservation of ground floor retail).

Housing: Ideas for public private partnerships to promote deed restricted/affordable housing.

Planning: Planning and Zoning Commission desires to be more involved in planning issues rather than just zoning and processing land use applications.

Comprehensive Plan update: Are there particular Council /P & Z issues that should be addressed during the update process?

Issues: N/A

Staff Recommendation: N/A



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: AV Update for Council Chambers

Action Requested: None

Department: Information Technology

Presented By: Alissa Owsley, Director of Information Technology

Background Info: The technology and room set-up in Council Chambers is sub-optimal and staff is researching options to upgrade. We need some direction in prioritizing various elements of potential solutions in order to bring back to Council more specific options with pricing.

Issues:

Staff Recommendation: None at this time



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Broadband Town of Eagle IGA Draft Scope of Services

Action Requested: No action requested at this time

Department: Broadband

Presented By: Matthew Langhorst, Public Works Director
Michael Gardner, Broadband Superintendent

Background Info: The Town of Eagle is looking to follow suit with Glenwood and other communities with a fiber to home project of their own. Eagle hired UpTown Consulting, as the City of Glenwood Springs did, to layout the system design and create a proforma for the construction and in house services portion of the project. As UpTown reviewed the in house services options for the project, the most reasonable way for the Town of Eagle to make the project work was to team with the City of Glenwood Springs on portions of the services side and pay the City of Glenwood a small monthly fee per hook up as the Town comes online. This allows the Town of Eagle to not hire a full services staff, but to utilize the City of Glenwood Staff.

This option actually works well for the City of Glenwood by adding more service side calls and work load to the people we are hiring for our system, which in turn will help pay for their annual costs to our project. Glenwood fiber to home project is on the smaller side of of a broadband implementation plan, so any additional units added to the service side of the system is actually beneficial up to a point. It is anticipated that these added calls will not overwork the projected staffing in Glenwood, so their would be no need currently for any additional staff hiring outside of what was originally anticipated.

The City has been working with the Town of Eagle on a scope of service document that will outline each party's responsibilities in our Broadband agreement. That scope of services exhibit has been added to this staff report for council review. Staff will go over the exhibit in detail at the March 4th meeting.

Issues: None at this time

Staff Recommendation: Staff is Recommending the Scope of Services be moved forward to a formal IGA agreement with the Town of Eagle, to be brought back to City Council for review, comments and signature at a later date.

Town of Eagle and City of Glenwood Springs IGA: Division of Functional Responsibilities

Operating Functions	Eagle Responsibilities	Glenwood Springs Responsibilities
Operational Systems Management	• Maintain necessary GLDS and associated software licenses providing similar broadband function to the GS configuration. • Maintain necessary Momentum Telecom and associated software licenses providing similar VoIP function to the GS configuration. • Maintain a payment processing vendor that integrates with GLDS • ToE will be the service provider of record for broadband and voice services	• Recommend system inputs, fields, and other settings to initially configure BroadHub • Configure ToE pricing as needed in BroadHub • Manage GLDS system configuration changes for ToE • Provide bandwidth from ToE to 910Telecom
Reporting	• Run and utilize BroadHub reports as needed for operational supervision and work order management of customer installs, service calls, and service suspensions/disconnects	• Report network performance metrics (SLA metrics) on a monthly basis
Service Area Launches	• Provide advance notification to GS of upcoming service launches and quantity of new serviceable premises • ToE will limit new service launches to no more than 100 new premises per month without prior authorization from GS	
Active Network Maintenance and Support		• Provide network administration and troubleshooting functions for all centralized electronics (e.g. server configuration, firewall, equipment monitoring, etc.) • Tier 1 & 2 support of FTTP electronics • ONT provisioning
Equipment Selection	• Procure necessary network equipment and materials for construction and installs • ToE will exclusively utilize Calix, GLDS, VoiceLog, and Momentum during the term of the agreement* • Provide GS electronic inventory files of upcoming deliveries prior to equipment delivery in ToE • Confirm packing slip inventory to received goods • Manage own inventory, inventory counts, and reconciliations	• Advise in the selection of necessary network equipment and materials • Add ToE received goods into their GLDS inventory
Equipment Installation	• ToE will source and manage its own OSP construction activities	• Advise in the selection of necessary installation materials and methods

Town of Eagle and City of Glenwood Springs IGA: Division of Functional Responsibilities

Operating Functions	Eagle Responsibilities	Glenwood Springs Responsibilities
	ToE install technicians will update all subscriber accounts using WinForce Tech	
Field Technical Services	Provide onsite service and support for ToE subscribers including customer installs and service truck rolls	- Respond to major outages (e.g. fiber cuts or splicing) involving OSP repairs - ToE to notify GS in writing of outage response request - Response time will be 2 hours to initiate remedial action - Fees are \$250/hour with a 4-hour minimum.
Help Desk		- Provide Tier 1 Help Desk support 8am-9pm M-F - All other times are after hours - Initiate Tier 2 support as needed - Manage MyBroadband account portal for customers to open tickets and check status
Residential & Commercial Sales	- Direct customers to the MyBroadband market portal - Provide customers phone number to contact a GS CSR** - All sales planning, direct marketing collateral, and advertising to be developed and produced by ToE	- Manage the MyBroadband Market Portal - CSRs will be staffed and answering customer calls from 8am-9pm Monday-Friday - Collect required information from customers over the phone to create new subscriber accounts in BroadHub - Create work orders as needed in BroadHub
Enterprise Broadband and Voice Sales	- Engage GS sales and sales engineering for collaboration - All marketing, sales planning, collateral	Provide resources and expertise to assist ToE in gaining enterprise broadband and voice subscribers
House File & Address Validation	- Provide an initial reference address file - Resolve addressing issues preventing subscriber turn-up within 5 days - During implementation provide electronic updates of addresses changing status as service areas are released	- Load an initial reference address file (house file) into BroadHub - Update house status in BroadHub as directed by ToE when service areas are released - Manage address corrections in BroadHub
Billing	- ToE will match GS billing cycles/dates - Manage any subscriber billing issues not resolved by GS CSRs - Production and mailing of hardcopy customer bills*** - Any cash payments would need to be at Town Hall	- GS will process each bill cycle via BroadHub - CSRs will work to resolve billing issues and escalate any unresolved issues to ToE - Credit authority of GS CSRs will be \$XX
Monthly Fees	- Remit \$10/month/subscriber to GS within 10 days or invoice receipt - Remit \$.25/Mbps for monthly bandwidth usage	Provide monthly invoice listing subscriber counts, Network Bandwidth fees, and any additional services

Town of Eagle and City of Glenwood Springs IGA: Division of Functional Responsibilities

Operating Functions	Eagle Responsibilities	Glenwood Springs Responsibilities
	to 910Telecom (billed in 1G increments)	
Marketing	• Manage public relations to provide Eagle citizens information about services and support • Develop, produce, and distribute required direct marketing collateral to potential subscribers • Develop, produce, and purchase media for any advertising required	

*The exclusive vendor list may include OnTrac for customer installations if GS terms are honored for ToE

**Will this be a phone number unique to ToE?

**Alternatively ToE can compensate GS for hardcopy billing subject to identification of costs



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Minutes from February 18 Meeting

Action Requested: Minutes from February 18 Meeting

Department: City Clerk

Presented By: Ryan Muse, City Clerk

Background Info: This item is the minutes from the February 4, 2021 Council Meeting for your approval.

Issues:

Staff Recommendation:



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
FEBRUARY 18, 2021
101 W. 8TH STREET
6:15 PM

MEETING MINUTES

Note: Official meeting minutes are located on the City website via YouTube video at the following link: <https://www.youtube.com/user/GlenwoodSprings1885/videos>. The times indicated in agenda items indicate approximately where the item can be found on the YouTube video timeline.

:02 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Kaup, Councilor Willman, Councilor Wussow, Councilor Stepp, Councilor Hershey. Not present: Councilor Davis. Also present were Debra Figueroa, City Manager; Steve Boyd, COO; Jenn Ooton, Asst. City Manager and Karl Hanlon, City Attorney.

:02 Pledge of Allegiance

Mayor Godes led the Pledge.

:04 Council Comments

Councilor Willman said the legislature is looking. Talked to a few people about simultaneous translation and said there may be some grants available or outreach from the Hispanic community. Debra said we should consider this in the 2022 budget.

Councilor Stepp mentioned a letter about the sledding hill and thought it may be a good idea for the next month or so. Debra said we're in discussion with RFTA but it will be a while and there are a couple of options that we're thinking about.

Mayor Pro-Tem Kaup seconded Councilor Willman's comment about outreach in the Hispanic community. Mentioned a letter from a constituent on Grand Avenue addressing the fact that lots of homes are on Grand, lots of the traffic is City residents and encourages us to slow down. Also asked when restrooms may be open – Debra said downtown restrooms are open, the others are not winterized but once we have staff available and they won't freeze we're trying to get them open.

Councilor Wussow said we currently have the GS Public Art Masterplan page for residents to give their feedback on City art.

Mayor Godes welcomed Ryan Muse, new City Clerk to a full-time roll. Thanked Debra for pulling together a list of potential future work sessions and wants to revisit the West Glenwood blight issue. Karl said the Board will be separate from Council and recommended Councilor Wussow as sitting on it since its in her Ward.

Councilor Willman suggested starting meetings at lunchtime then taking a dinner break about once a quarter. Also said he'd like staff to pursue Hispanic outreach further, Debra suggested a listening session to hear what the community wants then Council can give staff direction for future steps.

:21 Councilor Wussow moved, Councilor Hershey seconded postponing simultaneous translation for four months.

Passed unanimously.

Councilor Stepp sought clarification on whether all Councilors are on the Urban Renewal Board, Karl confirmed that is the case. Also said she has scheduling conflicts on some of the mornings that evening Council meetings are scheduled for. Mayor Godes and Debra will coordinate try to provide plenty of notice for additional meetings.

:27 Agenda Changes & Conflicts

Councilor Davis suggested we switch items 15 and 16 in order, Karl said we can come back to 15 in a second reading.

:28 Citizens Appearing Before Council

None.

:29 Consent Agenda

Mayor Pro-Tem Kaup moved, Councilor Willman seconded approval of minutes.

Passed unanimously.

:29 South Midland Progress Report

Bryana Starbuck reported that crews continue with rockfall mitigation and soil nail wall drilling. Shotcrete will be gray color that is not permanent. Utility work includes installing storm drains, irrigation pipes at Cardiff bridge, and new 18-inch water line that will replace the existing 12-inch line. On the 23rd (9am to 3pm) and 24th (9am to 2pm) there will be 20+ minute traffic holds for rock scaling. Atkinson Trail closed 2/22 for stormwater sewer work. Lastly asks the public to stop behind school buses that are loading or unloading kids.

:42 Sustainable Strategies Contract Renewal

Mayor Godes said he's taken 3 or 4 lobbying trips with Sustainable Strategies and said they are fantastic. Debra said she's worked with the firm for 3 years prior to Debra coming to the City immediately. Ashley Badesch provided an overview of their approach and said they've secured \$5 billion in total grants and \$12+ million for Glenwood Springs including public safety, infrastructure, Brownfields, public art, sustainability, technical assistance, parks and trails, and disaster recovery.

Predicts massive amounts of federal funding from COVID, as well as stimulus directly to local governments, indicating that GS should receive around \$2 million to help fund COVID related

needs. Build Back Better will come with additional infrastructure, climate and clean energy, and they are also looking for the return of federal earmarks.

Councilor Stepp inquired as to whether we would need a grant writer, Debra said we may need a grant manager because Sustainable Strategies is so good at the writing part.

Councilor Kaup inquired about water and wastewater opportunities. Ashley said federal funds are expected to be pretty broad with a focus on resiliency.

1:02 Councilor Hershey moved, second by Mayor Pro-Tem Kaup to renew Sustainable Strategies contract.

Passed unanimously.

1:04 Compensation Study Update

Debra reported there were no salary increases in 2021 and in 2020 the City gave very few increases in pay. Dana Peterson introduced Laurie Graves from Graves Consulting who said their primary focus is on public entities and the primary focus of the study is to retain our existing employees, but will also help define the “market” we compete against, gather data, recommend a revision to or redesign of current pay structure and where each position should be on the scale. Next step is to look at incumbent and internal equity issues and identifying compression issues. Deliverable is a comprehensive report and she’ll come back to Council for an update when complete.

1:25 Councilor Willman moved, second by Mayor Pro-Tem Kaup to approve the salary.

Passed unanimously.

1:26 Resolution 2021 - 4, Authorizing and Supporting the Application for a 2021 emergency solutions grant from the Colorado DOLA Office of Homeless Initiatives in the amount of \$300,000.

Debbie Wilde and Christina Gair of West Mountain Regional Health Alliance proposed the City act as lead agent on a \$300,000 DOLA grant for COVID related activities that will include street outreach to homeless individuals, emergency shelter in the form of hotel vouchers, and connection them with quarantined shelter funds through Garfield County.

1:30 Councilor Stepp moved, second by Mayor Pro-Tem Kaup to approve Resolution 2021 – 4.

Passed unanimously.

1:45 Ordinance No. 1, Series 2021, Adopting Inclusionary Zoning for Affordable Housing

Hannah Klausman from Community Development provided an overview of proposed code changes to 070.040.120 Affordable and Workforce Housing. The program would apply to all residential and mixed-use developments of five or more new dwelling units and require that 20% of units be deed restricted for resident occupied community housing and 10% be deed restricted to limit the average initial sales price based on area median income.

2:24 Opened to public comment.

Gary Vick commented that the packet says an owner may convert a unit upon written notice to the City and questioned whether a builder can opt out by only paying the fees that were waived and sell the property at full market price. Karl Hanlon said there is voluntary program that is what Mr. Vick is referring to and that state law imposes restriction on the City if it tries to impose deed restrictions upon the developer.

Richard Myers from Realty Capital from the Lofts at Red Mountain cautioned the Council to be careful with ordinances like this because they can extract enough value from builders that it may cause projects to not be completed.

Mayor Godes brought it back for Council discussion.

2:55 Councilor Wussow moved, second by Mayor Pro-Tem Kaup to approve Ordinance 1, Series of 21 subject to the change that the 5-unit provision is increased to 10 per the five findings at the end of the staff report.

Ayes: Godes, Willman, Kaup, Wussow, Stepp

Nayes: Davis, Hershey

3:00 Planning File 01-21, Section 070.140.120, Voluntary Deed Restriction Program Code Revision

Hannah Klausman described proposed changes to Section 070.140.120, Voluntary Deed Restriction Program Code Revision including area median incomes and review criteria.

3:25 Opened to public comment.

Gary Vick asked what properties would be affected that are not included in the mandatory restriction ordinance and offered an opinion that the economics still don't work for the builder.

3:28 Mayor Godes brought it back for Council discussion.

3:31 Mayor Pro Tem Kaup moved, second by Councilor Stepp to approve Ordinance 1, Series of 21 subject to the change that the 5-unit provision is increased to 10.

Ayes: Godes, Willman, Kaup, Wussow, Stepp

Nayes: Davis, Hershey

3:43 Blake Street Configuration

3:45 Councilor Wussow moved, second by Councilor Stepp to continue item 17, Blake Street Configuration, to the next regular scheduled City Council meeting as the first item in regular discussion.

Ayes: Godes, Willman, Kaup, Wussow, Stepp, Davis

Nayes: Hershey

3:45 Tourism Promotion Board Appointments

3:46 Councilor Wussow moved, second by Mayor Godes to continue item 18, Tourism Promotion Board Appointments, to the next regular scheduled meeting and to add an item to that meeting to change the structure and possibly add new members to the board.

Passed unanimously.

3:48 Report from City Administration

None

3:48 Adjournment

3:48 Councilor Stepp moved, second by Councilor Davis to adjourn.

Passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Local Jurisdiction Letter

Action Requested: Approval of the attached Local Jurisdiction Letter

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: The City of Glenwood Springs received a request from the Colorado Housing and Finance Authority to fill out the attached information for the MountainView Flats project. Staff is requesting approval to move forward with the letter, with Mayor Godes signature.

Issues: N/A

Staff Recommendation: Approval of the Local Jurisdiction Letter.



denver

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NOTIFICATION TO THE LOCAL JURISDICTION
CHIEF EXECUTIVE OFFICER
2021 Round 1 - 9%/4% Housing Credit Program

February 15, 2021

City of Glenwood Springs
Mayor Jonathan Godes
101 W. 8th Street
Glenwood Springs, CO 81601

Dear Mayor Godes:

The Colorado Housing and Finance Authority (CHFA) is the administrator of the Federal Low-Income Housing Tax Credit Program (LIHTC) in Colorado. The LIHTC program was created by the 1986 Tax Reform Act to encourage the production and preservation of affordable rental housing. To receive the tax credits, property owners are required to maintain long-term rent affordability for individuals and families of low income, typically for 30 to 40 years. CHFA awards the credits statewide through a comprehensive selection process that is governed by its Qualified Allocation Plan (or QAP). The QAP is located on CHFA's website at:

<http://www.chfainfo.com/arh/lihtc/Pages/qap.aspx>

We are notifying you that the referenced project has been proposed in your local jurisdiction in order to provide you an opportunity to comment on the project.

Please provide us with your comments on the attached form, attach any additional information, and sign and return the form to our office as soon as possible.

Additionally, if you would be interested in having CHFA staff provide you and your staff with an introduction to the LIHTC program and CHFA's award process, please let us know and we will be happy to coordinate a meeting.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paula Harrison", is written over a light blue horizontal line.

Paula Harrison
Tax Credit Program Administrator

cc: Ms. Ingrid Wussow
Ms. Debra Figueroa

NOTIFICATION TO THE LOCAL JURISDICTION

Project Name: MountainView Flats
Project Address: 51537 Highway 6 and 24
Project Sponsor: RealAmerica Development, LLC
Type of Project: New Construction
Number of Units: 85- 85 LI units

1. Do you view this proposed project as being consistent with the development and preservation of the housing plan in your community?

The proposed Mountain View Flats development meets several key goals of Glenwood Springs' Strategic Housing Plan. Those include the following guiding principles and policies for housing projects:

a) Located near transit and jobs

The development is close to two transit stops located along the Highway 6 corridor that provide connection to the greater RFTA service area.

b) Mixed Income Development

The project includes several low-income thresholds as well as market rate units which provides for a mixed income development that is desirable.

c) Relatively high density

The proposal is line with what is considered a higher density project in Glenwood Springs and comparable to surrounding residential uses.

d) Compatible with adjacent uses

The apartment complex is proposed in the M1 Mixed Use Corridor zone. The mix of uses in the M1 district is intended to accommodate lighter-intensity commercial districts with limited auto-oriented uses compatible with surrounding residential neighborhoods. The M1 district is also intended to offer a diverse mix of housing opportunities at varying densities.

Surrounding uses include a 54-unit condominium development to the north, a small outdoor recreation miniature golf course to the east, a Discount Tire center to the south, and a 13-unit apartment complex to the west. The proposed use is in line with the neighborhood and is viewed as an appropriate addition to the site.

In addition, the proposed low-income units are set at area median income limits that fall within Glenwood Springs greatest need as identified by the Roaring Fork Valley Regional Housing Study completed in 2018. The Study showed that Glenwood Springs largest housing gap exists for households at 80% AMI and below, with an approximate 1,200-unit shortfall. That gap is projected to remain relatively the same through 2027.

2. If proposed project is not viewed as consistent with local housing needs and priorities, please explain why.
Not Applicable.

3. Other Comments:

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. Creating compact, mixed-use urban centers within the community, developing vacant parcels, and growing where services and infrastructure already exist is vital. The location of the project fits within these infill development guidelines.

The Municipal Code requires that any new development on a site larger than 10 acres or with 25 or more new dwelling units apply for a major site/architectural plan, which requires hearings before both the Planning and Zoning Commission and City Council. City Council has the final approval authority for major site/architectural plans.

Signature

Title

Print Name

CHFA, attention: Paula Harrison, Tax Credit Program Administrator

Via email to: pharrison@chfainfo.com



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Cardiff Water Tank Bid Award to Phoenix Industries per bid BD2021-003.

Action Requested: Award of 500,000 Gallon Cardiff Water Tank Bid to Phoenix Industries for an amount of \$812,772 per bid BD2021-003.

Department: City Administration

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs struggles each summer to keep the existing 500,000 gallon Cardiff water tank on the south end of the City full due to irrigation season. Staff is looking at three ways, combined together, to solve this issue.

One will be to place the large irrigation users on the south end of town on a watering schedule at the start of irrigation season. This would include such areas as the parks, school and ball fields and large subdivisions that are all on one system.

Staff will review the existing Park East and Cardiff Raw Water delivery system that was installed in the mid 2000's that was plagued with issues from large sediment and salinity issues that rendered it obsolete quickly. If this system can be brought back online and used for raw water irrigation on the south side of town it would remedy most of our storage issues without having to complete the 18" water line in Midland Avenue for another 5-10 years.

Lastly is the ability to store more water in the two tank system. Both tanks may drop during the night as the single tank does currently, but the residual water levels and volume in the tanks will remaining higher overall, which will help the City be able to supply fire fighting water for the south end of town in a more appropriate volume.

The City had budgeted \$1,700,000 million dollars for this project in the 2021 budget and as you can see the award will be well within the budgeted amount.

Issues: None

Staff Recommendation: Staff is recommending award of the new 500,000 Gallon Cardiff Water Tank Bid to Phoenix Industries for an amount of \$812,772 per bid BD2021-003.

CARDIFF WATER
STORAGE TANK PROJECT

		GOULD	HEYL	MUELLER	PHOENIX
		CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	INDUSTRIES
ITEMS:					
1. Mobilization		\$68,920.00	\$102,900.00	\$135,000.00	\$67,987.00
2. Soil Nail Wall		\$91,000.00	\$150,000.00	\$201,091.00	\$113,214.00
3. Above Grade		\$894,700.00	\$983,000.00	\$1,120,000.00	\$466,880.00
Welded Steel Tank					
4. Exterior Surface		\$48,875.00	\$116,400.00	\$200,000.00	\$45,213.00
Prep					
5. Piping Enclosure		\$41,460.00	\$56,200.00	\$80,000.00	\$81,261.00
6. Site Improvements		\$40,748.00	\$85,700.00	\$165,000.00	\$38,217.00
Total Items 1-6		\$1,185,703.00	\$1,494,200.00	\$1,901,091.00	\$812,772.00
Bid Bond		YES	YES	YES	YES

BID FORM

FOR: Cardiff Water Storage Tank
(Project Name)

TO: City of Glenwood Springs
(Owner)

108 8th Street
(Address)

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

GENTLEMEN:

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

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

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

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

The undersigned proposer further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

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

<u>Addendum No.</u>	<u>Dated</u>
<u>Addendum #1 thru #6</u>	<u>See Attached</u>
_____	_____
_____	_____
_____	_____

BID FORM (continued)

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

OTHER REQUIREMENTS BY OWNER:

Pre-Qualification documents required by January 24, 2021, no later than 2:00 pm.

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

The Ohio Casualty Insurance Company

The following bid items form a part of the proposal:

DATE 02-19-2021

Signature:

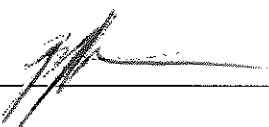
If an Individual: _____ doing

business as _____

If a Partnership: _____

By _____, member of Firm

If a Corporation: Phoenix Industries LTD

By Roy Thomson 

Title President

(Bid Form Continued)

ATTEST: Brian Abernethy
Secretary

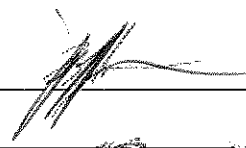
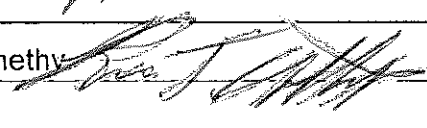
(CORPORATE SEAL)

Business Address of Bidder 1338 Grand Ave #294
Glenwood Springs, CO 81601

If Bidder is a corporation, supply the following information:

State in which incorporated Colorado

Name and address of its:

President Roy Thomson 
Secretary Brian Abernethy 

BID SCHEDULE PROPOSAL
City of Glenwood Springs
Cardiff Water Storage Tank Project

BID #BD2021-003

BID ITEMS

Glenwood Springs, O 81601

1. Mobilization for line items (1-6)

<u>Sixty Seven Thousand Nine Hundred & Eighty Seven</u>	\$ <u>67,987.00</u>
lump sum – words	Lump Sum Total

2. Soil Nail Wall

<u>One Hundred Thirteen Thousand Two Hundred & Fourteen</u>	\$ <u>113,214.00</u>
lump sum – words	Lump Sum Total

3. Above Grade Welded Steel Tank

<u>Four Hundred Sixty-Six Thousand Eight Hundred & Eighty</u>	\$ <u>466,880.00</u>
lump sum – words	Lump Sum Total

4. Exterior Surface Prep and Recoating of Existing Tank

<u>Forty-Five Thousand Two Hundred & Thirteen</u>	\$ <u>45,213.00</u>
lump sum – words	Lump Sum Total

5. Piping Enclosure Building Modifications

<u>Eighty-One Thousand Two Hundred & Sixty-One</u>	\$ <u>81,261.00</u>
lump sum – words	Lump Sum Total

6. Site Improvements

<u>Thirty-Eight Thousand Two Hundred & Seventeen</u>	\$ <u>38,217.00</u>
lump sum – words	Lump Sum Total

PROJECT TOTAL (Bid Items 1 thru 6)

<u>Eight Hundred Twelve Thousand Seven Hundred Seventy Two</u>	\$ <u>812,772.00</u>
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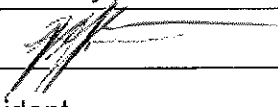
Have you filled in all the blanks listed above?

Yes X
No

SUBMITTED BY:

Name Phoenix Industries LTD
Address 1338 Grand Ave #294
City Glenwood Springs, State CO Zip 81601

Corporate Seal

Firm Name * Roy Thomson
Signature 
Title President
Phone (970) 618 - 4065

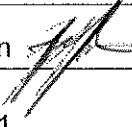
* Insert "Corporation, Partnership "etc.

Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include PROPOSAL #BD2021-003 in the subject line of the email. If responses are submitted electronically to another email address they will not be accepted.

SUBCONTRACTOR LISTING

The undersigned proposes to utilize the services of the following subcontractors for this project. All Subcontractors must be listed and submitted with the Pre-Qualification Documents, and any additions or substitutions must be approved by the Owner.

<u>SUBCONTRACTOR</u>	<u>TRADE OR SCOPE OF WORK</u>
DR Tank	Tank Manufacturer & Installer
DR Tank	Tank Prep & Coatings
B&Y Drilling	Soil Nail Wall
Littell Electric	Electrical
Taylor Fence	Fencing
Horizon Environmental Services, Inc.	Landscaping

Name of Bidder	Phoenix Industries LTD
By	Roy Thomson 
Date	02-19-2021

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



ADDENDUM NUMBER ONE FOR
CIYT OF GLENWOOD SPRINGS 0.5MG CARDIFF WATER STORAGE TANK PROJECT
BID NUMBER BD 2021-003

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

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

1. Revision to Mandatory Prebid meeting.
 - a. The mandatory pre-bid meeting will be held on January 25th, 9am via a Skype meeting. Please contact Matthew Langhorst at matthew.langhorst@cogs.us for an email invitation. If you do not have the ability to log onto Skype, please call into 1-877-385-7700, pin number 40267617#.
2. Onsite walkthroughs will be available by appointment by contacting mike.hoffman@cogs.us.
3. Prequalification's will be due January 29th, 2021 by 2pm to bidresponse@cogs.us.

Items listed above have been posted on the City's website.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Phoenix Industries LTD Fax: _____
Address: 1338 Grand Ave #294 City/State: Glenwood Springs, Zip: CO 81601
Contact Person: Roy Thomson Title: President Phone: 970-618-4065
Authorized Representative's Signature: _____ Phone: _____
Printed Name: Roy Thomson Title: President Date: 02-19-2021

BD 2020-006
2/10/2020

City of Glenwood Springs, Procurement Department, 101 W. 8th Street, Glenwood Springs, Colorado 81601
970-384-6445; 970-945-2597 (fax)

ADDENDUM NUMBER TWO FOR
CITY OF GLENWOOD SPRINGS 0.5MG CARDIFF WATER STORAGE TANK PROJECT
BID NUMBER BD 2021-003

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

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

1. The City has not provided an engineer's estimate for this project.
2. The City is anticipating project award by Council on March 4th or the 18th, 2021. The City is anticipating construction, testing and placement of the tank in use prior to October 4th, 2021.
3. The City has included the original tank plans on the website for contractor information.
4. The City has included the Pre-bid Meeting Agenda on the website for contractor information.
5. Contractors to include their subcontractors list at time of prequalification's. The City will not hold the contractor to this exact list at the time of bidding, but the City would like to see the initial list of subcontractors. Please send prequalification documents to bidresponse@coqs.us and matthew.langhorst@coqs.us.
6. A bid bond in the amount of 5% of the bid proposal is required. Bonds provided as a certified check will need to be received by the City prior to the bid date. Please contact Ricky for additional information at bidresponse@coqs.us.
7. Utility and roundabout construction is underway from 27th Street to 4 Mile Road. This project is anticipated to span for 18 months. Construction is restricted to the hours of 9:00 AM to 3:00 PM while school is in session. The selected Contractor will be required to coordinate with Gould Construction for material deliveries, concrete trucks, etc.
8. The City hired certified welding inspector and coating inspector will perform inspections for shop fabricated and coated items in addition to field inspection.

Items listed above have been posted on the City's website.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@coqs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Phoenix Industries LTD Fax: _____
Address: 1338 Grand Ave #294 City/State: Glenwood Springs, Zip: CO 81601
Contact Person: Roy Thomson Title: President Phone: 970-618-4065
Authorized Representative's Signature: _____ Phone: _____
Printed Name: Roy Thomson Title: President Date: 02-19-2021

BD 2021-003
1/27/2021

City of Glenwood Springs, Procurement Department, 101 W. 8th Street, Glenwood Springs, Colorado 81601
970-384-6445; 970-945-2597 (fax)

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



ADDENDUM NUMBER THREE FOR
CITY OF GLENWOOD SPRINGS 0.5MG CARDIFF WATER STORAGE TANK PROJECT
BID NUMBER BD 2021-003

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

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

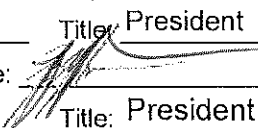
1. See attached questions and answers. (Cardiff Water Storage Tank Project Bid Questions).
2. Due to a material shortage of a specified coating product, please see attached revised Specification 09713 Coating Systems for Welded Steel Water Storage Tanks. (Addendum 3 Revised Specification 09713).
3. See attached proposal prepared by Browns Hill.

Items listed above have been posted on the City's website.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Phoenix Industries LTD</u>	Fax:	<u> </u>
Address:	<u>1338 Grand Ave #294</u>	City/State:	<u>Glenwood Springs, CO</u>
Contact Person:	<u>Roy Thomson</u>	Title:	<u>President</u>
Authorized Representative's Signature:		Phone:	<u>970-618-4065</u>
Printed Name:	<u>Roy Thomson</u>	Title:	<u>President</u>
		Date:	<u>02-19-2021</u>

BD 2021-003
02/02/2021

City of Glenwood Springs, Procurement Department, 101 W. 8th Street, Glenwood Springs, Colorado 81601
970-384-6445; 970-945-2597 (fax)

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



ADDENDUM NUMBER FOUR FOR
CITY OF GLENWOOD SPRINGS 0.5MG CARDIFF WATER STORAGE TANK PROJECT
BID NUMBER BD 2021-003

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

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

1. See attached questions and answers. (Cardiff Water Storage Tank Project Bid Questions, version 2).
2. Please see attached revised Specification 09713 Coating Systems for Welded Steel Water Storage Tanks. (Addendum 4 Revised Specification 09713).

Items listed above have been posted on the City's website.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Phoenix Industries LTD Fax: _____
Address: 1338 Grand Ave #294 City/State: Glenwood Springs, Zip: CO 81601
Contact Person: Roy Thomson Title: President Phone: 970-618-4065
Authorized Representative's Signature: _____ Phone: _____
Printed Name: Roy Thomson Title: President Date: 02-19-2021

BD 2021-003
02/09/2021

City of Glenwood Springs, Procurement Department, 101 W. 8th Street, Glenwood Springs, Colorado 81601
970-384-6445; 970-945-2597 (fax)

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



ADDENDUM NUMBER FIVE FOR
CITY OF GLENWOOD SPRINGS 0.5MG CARDIFF WATER STORAGE TANK PROJECT
BID NUMBER BD 2021-003

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

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

1. Please see attached revised Performance Bond adjusting the warranty period from one-year to two-years.
2. Please see attached revised page from Supplemental Conditions revising *Section 2. Scheduling of Work* and *Section 3. Maintenance and Guarantee* from one-year to two-years.
3. See attached questions and answers. (Cardiff Water Storage Tank Project Bid Questions, version 3).

Items listed above have been posted on the City's website.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	Phoenix Industries LTD	Fax:	
Address:	1338 Grand Ave #294	City/State:	Glenwood Springs, CO 81601
Contact Person:	Roy Thomson	Title:	President
Authorized Representative's Signature:		Phone:	970-618-4065
Printed Name:	Roy Thomson	Title:	President
		Date:	02-19-2021

BD 2021-003
02/16/2021

City of Glenwood Springs, Procurement Department, 101 W. 8th Street, Glenwood Springs, Colorado 81601
970-384-6445; 970-945-2597 (fax)

ADDENDUM NUMBER SIX FOR
CITY OF GLENWOOD SPRINGS 0.5MG CARDIFF WATER STORAGE TANK PROJECT
BID NUMBER BD 2021-003

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

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

1. Please see attached Specification 01580 Construction Staking defining construction staking and surveying responsibilities for all elements of the project. As noted in the specification, one-time survey control shall be established and provided by SGM, Inc., at the City of Glenwood Springs expense. Any additional/redo survey time will be at the contractor's expense thereafter.
2. Clarification on retaining the services of a geotechnical engineer:
 - a. *Section 12. Testing of Materials* under Supplemental Conditions:
 - i. The City shall be responsible for retaining a geotechnical engineer to perform all tests and inspections as required by codes, ordinances, or for material certification and construction. The City shall pay for these geotechnical services, although any testing and inspection services costs which are in excess due to required re-testing, rescheduling, etc. shall be the responsibility of the Contractor.
 - b. The Contractor shall be responsible for retaining a qualified geotechnical engineer for the design of the soil nail wall, per the Contract Documents. The Contractor shall be responsible for paying for geotechnical testing services related to the design of the soil nail wall.

Items listed above have been posted on the City's website.

This addendum must be acknowledged.

This Addendum may be faxed to 970-945-2597, emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Phoenix Industries LTD Fax: _____
Address: 1338 Grand Ave #294 City/State: Glenwood Springs, Zip: CO 81601
Contact Person: Roy Thomson Title: President Phone: 970-618-4065
Authorized Representative's Signature: _____ Phone: _____
Printed Name: Roy Thomson Title: President Date: 02-19-2021

City of Glenwood Springs
Addendum to Professional Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Phoenix Industries LTD

DATE: 02-19-2021

BY: Roy Thomson 

BID BOND

Know all men by these Presents, that we, the undersigned, PHOENIX INDUSTRIES, LLC
1338 Grand Avenue, #294
Glenwood Springs, Colorado 81601 as Principal and
(Name of Contractor)
(Address of Contractor)

THE OHIO CASUALTY INSURANCE COMPANY
175 Berkeley Street, Boston, Massachusetts 02116 as Surety, are
(Name and address of Surety)

hereby held and firmly bound unto CITY OF GLENWOOD SPRINGS, COLORADO
(Name of Owner)

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

Signed, this 19th day of February, 2021.

The Condition of the above obligation is such that whereas the Principal has submitted to CITY OF GLENWOOD SPRINGS, COLORADO a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the Bid Number: 2021-003, Cardiff Water Storage Tank Project.

NOW, THEREFORE,

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

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

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

PHOENIX INDUSTRIES, LLC

BY: _____

(Principal, Contractor)

THE OHIO CASUALTY INSURANCE COMPANY

(Surety)

BY: _____

Douglas J. Rothery, Attorney-in-Fact

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



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

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

Certificate No: 8203908 - 969427

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia M. Burnett, Douglas J. Rothery, Erik Ulibarri, Kim Payton, Wes Butorac, Zach Rothery

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2020.



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

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of June, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

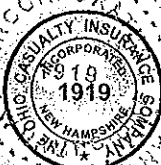
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February, 2021.



By:

Renee C. Llewellyn, Assistant Secretary

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

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



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: 2021 IGA for Traveler Services

Action Requested: Approval of annual agreement to provide ADA and senior transportation services.

Department: Transportation

Presented By: Terri Partch, City Engineer

Background Info: Each year the City signs agreements to provide transportation services to the disabled. This service is required by the Federal government when operating a public bus service. RFTA pays for the City's costs associated with this requirement in our annual service contract for Ridge Glenwood Springs. The cost for the ADA service within Glenwood Springs is \$144,992.64 and is included in the annual bus budget.

The City also pays RFTA \$30,000 annually for additional Traveler services through a separate contract. This is the request being made this evening.

Issues: None.

Staff Recommendation: Staff recommends approval of this annual agreement.



Department Of Human Services

West Office:

**195 West 14th Street
Rifle, CO 81650
Phone: (970) 625-5282**

Mailing Address

**195 W. 14th St.
Rifle, Co 81650**

East Office:

**108 8th Street
Glenwood Springs, CO 81601
Phone: (970) 945-9191**

11/13/20

Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Scott Hahn, City Manager
City of Rifle
Box 1908
Rifle, CO 81650

Jeff Layman, Town Administrator
Town of Silt
Box 70
Silt, CO 81652

Dave Reynolds, Town Administrator
Town of New Castle
Box 90
New Castle, CO 81647

Dan Blankenship, Chief Exec. Officer
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601

Debra Figueroa, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Re: Garfield County Senior Programs

- **2021 IGA Traveler Services and**
- **2021 7-Party MOU (Memorandum of Understanding)**

Dear Parties,

Enclosed please find the 2021 IGA Traveler Services and 2021 7-Party MOU Regarding Garfield County Senior Programs.

A few areas that have been updated this year are

- RAFTA has not approved a final budget. The budget may come in higher or lower than the attachment indicates.
- Additional language to address COVID 19.
- The transportation schedule has been removed to allow RAFTA the flexibility to adjust the schedule as needed to assist with cost containment. Trips to Grand Junction have been terminated.
- A condition in the IGA has been added as RAFTA will be setting up a contract with IntelliRide to access funding from Medicaid for eligible riders for non-emergent medical transport.

There is an additional signature page for the 7-Party MOU. Please return this page to Diane White in the enclosed envelope. Diane will send each party a fully executed document when complete.

Please include or email a copy of your insurance certification to dwhite@garfield-county.com.

If you have any questions, please do not hesitate to contact Diane at (970) 625-5282 extension 3233 or dwhite@garfield-county.com.

This past year included numerous conversations regarding the cost of the Traveler program and examining potential ways to either contain or limit the increase in cost to this program. The bulleted point highlights are a few adjustments that have been initiated as a result of these conversations. These discussions will continue to happen through 2021.

These documents are being circulated earlier to allow time for each municipality to review how the cost may or may not impact their individual jurisdictions.

Sincerely,

Diane K. White
Diane K White
Services Administrator

**INTERGOVERNMENTAL AGREEMENT
FOR GARFIELD COUNTY SENIOR PROGRAMS
TRAVELER SERVICES - 2021**

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county (“BOCC”), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority (“RFTA”), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2021 (the “IGA” or “Agreement”). This Agreement is effective as of January 1, 2021.

RECITALS

- A. The BOCC and RFTA, collectively, the “Parties,” are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party’s annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the “MOU”).
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2021. The 2021 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2021 transportation services (the “2021 MOU”).
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services (“DHS”), the contractual management of transportation services for the Senior Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by

ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages “agencies at all levels of government” to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provides ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the “Traveler”). The Traveler also provides services that are not within the scope this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens in 2021 in accordance with the 7-Party IGA and appropriate the 2021 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2021 regardless of the date signed and shall terminate on December 31, 2021.
4. Transportation Services Provided. The transportation services funded by this Agreement are wheel chair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA’s boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.

5. Contract Amount. The amount to be paid by the BOCC to RFTA in 2021 for the provision of the services contemplated by this Agreement is **Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Dollars and 96 Cents (\$549,826.96)**. This amount is based upon RFTA's estimated cost to provide the services in 2021 less amounts received by RFTA from other sources who utilize the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA. Amounts are projected and should they reflect a higher cost, those funds will be paid through the Restricted Fund Balance/The Traveler.

- a. RFTA's Estimated Cost. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2021, RFTA estimates that its cost to provide these services is **\$748,097.00**.
- b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2021.
- c. RFTA Member Jurisdictions. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2021 MOU, to which both the BOCC and RFTA are parties. For 2021, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology is **\$168,270.04**.

6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

- a. Transportation Services. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.
- b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).

- c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.
- d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
- e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.
- f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4. .
- g. Functional Assessment Assistance. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process outlined in Paragraph 7(b) as requested by the Senior Programs Manager.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS on a monthly basis. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before January 29, 2022, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2021 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will

provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.

- k. Claim Notification. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1.
- l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2021 MOU, dependent on RFTA's Board's final approval of the budget. Any additional costs will be covered by the fund established after cost savings at the end of the year have been recognized.
- n. IntelliRide. RFTA agrees to enter into a contract with Intelluride, the organization responsible for Medicaid non-emergent transportation and also agrees to maximize this reimbursement source as an income producing mechanism for the Traveler program. Income received from this source will offset the total cost of the Traveler.

7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:

- a. Compensation. For calendar year 2021, the BOCC shall pay RFTA the amount set forth in paragraph 5 (**\$549,826.96**) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of **\$45,818.91** beginning no later than February 26, 2021 and each 10th day of the month thereafter during the 2021 term of this IGA.
- b. Functional Assessment Evaluations. The BOCC agrees to assign a qualified DHS staff member to perform functional assessments of those individuals who wish to apply for Traveler services. The selected staff member may be the Senior Programs Manager identified in paragraph 15 ("Senior Programs Manager") or her designees and must be certified to determine eligibility for service. RFTA and DHS agree to use the same assessment instrument and to utilize the following process:

- (1) RFTA will notify the DHS Manager of every potential new client either presumed to be eligible for transportation services.
- (2) The DHS Manager will send an application to the self-identified potential Traveler client.
- (3) Upon receipt of a completed application, the DHS Manager or designees will schedule and complete the functional assessment.
- (4) RFTA Supervisor and the DHS Manager will participate in scheduling a vehicle for use during the assessment.
- (5) Certified RFTA staff will be available to schedule and complete assessments in conjunction with the DHS Manager.

- c. Training Assistance. The BOCC will make appropriate DHS personnel available to train Traveler staff, drivers, and volunteers with respect to the appropriate skills and sensitivities necessary to serve older and disabled adult passengers.
- d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(l).
- f. Bilingual Literature. The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.
- g. Fuel Access. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

8. Termination. Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

9. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, *et seq.*

10. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

11. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

12. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

13. Facsimiles and Counterparts. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

14. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA:	Dan Blankenship, Chief Executive Officer
Administrator	Roaring Fork Transportation Authority
Contact Person	2307 Wulfsohn Road
	Glenwood Springs, CO 81601
	Phone: (970) 384-4981
	Fax: (970) 945-7386
	E-mail: dblankenship@rfta.com

Notice to BOCC: Sharon Longhurst-Pritt, DHS Director
Administrator 195 West 14th Street, Building B
Rifle, CO 81650
Phone: (970) 625-5282, Ext 3265
Fax: (970) 625-0927
E-mail: spritt@garfield-county.com

Contact Person
For BOCC: Judy Martin, Senior Programs Manager
195 West 14th Street
Rifle, CO 81650
Phone: (970) 945-9191, ext. 3061
Fax: (970) 928-0465
E-mail: jumartin@garfield-county.com

15. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

IN WITNESS WHEREOF, the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
_____, Chair

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

Clerk to the RFTA Board of Directors

By: _____
_____, Chair

INDEX OF ATTACHMENTS

Attachment No. 1: 2021 RFTA Scope of Services

Exhibit A: 2021 Vehicle Inventory

Exhibit C: 2021 County Holidays

Attachment No. 2: 2021 7-Party Memorandum of Understanding

Attachment No. 1 to Traveler IGA 2021

RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2021 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

- a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.
- b. Maintain the Traveler schedule including days of the week (currently 5 days a week), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
- c. Deliver meals from the Valley View Hospital kitchen to the East Garfield meal sites, excluding Sunnyside Retirement Center, and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicles. The Traveler may be used to assist with door to door delivery of meals during COVID. At such a time when congregate meals return Traveler services for delivery of meals will no longer be utilized.
- d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.
- e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.

- f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.
 - g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.
 - h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.
 - i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.
 - j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
 - k. Maintain the confidentiality of all users of the Traveler.
 - l. Participate in the Garfield Emergency Operations when necessary.
 - m. RFTA agrees to comply with all recommendations of Public Health as a result of COVID. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.
3. Vehicles: RFTA shall:
- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
 - b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a “loss payee” or “additional insured,” as appropriate, along with the lien holders identified on the vehicle titles or registrations.
 - c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2021.

- d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.

4. Collection of Revenue: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services, and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. Service Reports and Audit: RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:

- the actual route hours and miles incurred
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied and the reasons denied
- the use of a waiting list, if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- amount of program income received from IntelliRide as a result of non-emergent medical transportation.
- number of persons with disabilities who are not senior citizens utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month.

6. Passenger Complaints. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. Traveler Drivers: RFTA shall ensure that all Traveler drivers comply with all local, state and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

- a. Drivers shall present a neat, clean, hygienic and professional appearance at all times.
- b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
- c. The cleanliness and appearance of the interior and exterior of each van.

EXHIBIT “A”
2021 TRAVLER VEHICLE INVENTORY

January 2021 Traveler Vehicles

	License Plate	Vehicle Number	Staging Area	Year	Vehicle Make & Model	# Passengers	VIN	Liability	Access Use
1.	799JCI	G3	GWS	2004	Ford E450 SD Startrans	14	1FDXE45S33HB90587	X	Lift
2.	798JCI	G4	GWS	2005	Ford E350 SD Startrans	14	1FDWE35S94HB52403	X	Lift
3.	795JCI	G5	Admin-GWS	2005	Pontiac Montana AWD PV	5	1GMDX33L85D277432	X	
4.	794JCI	G7	Admin-Rifle	2006	Toyota Van Sienna	5	5TDZA23C16S460666	X	
5.	796JCI	G8	GWS	2007	Ford E450 Senator S II	14	1FDXE45S760B15709	X	Lift
6.	377VHC	G11	Rifle	2009	Ford E 450 SD StarCraft	14	1FDEE45SX9DA61905	X	Lift
7.	378VHC	G12	Rifle	2009	Ford E350 SD Goshen Pacer	8	1FDEE35L49DA88564	X	Lift
8.	528 RUQ	G14	GWS-CNG	2015	Ford E450 SD Glaval	14-2WC	1FDFE4FS9FDA12107	X	Lift Rear
9.	529 RUQ	G15	GWS-CNG	2015	Ford E450 SD Glaval	14- 2WC	1FDF4FS6FDA30502	X	Lift Rear
10.	OHK929	G16	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFE4FS0JDC31000	X	Lift Rear
11.	OHK930	G17	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFE4FS2JDC31001	X	Lift Rear

EXHIBIT “B”
2021 GARFIELD COUNTY HOLIDAY SCHEDULE

Friday, January 1st – New Year’s Day
Monday, February 15th – President’s Day
Monday, May 31st – Memorial Day
Monday, July 5th – Independence Day
Monday, September 6th – Labor Day
Thursday, November 11th – Veteran’s Day
Thursday, November 25th – Thanksgiving Day
Friday, November 26th – Post Thanksgiving Day
Thursday, December 23rd – Christmas Eve Day
Friday, December 24th – Christmas Day

Attachment No. 2 to Traveler IGA 2021
7-Party Memorandum of Understanding 2021



January 20, 2021

Debra Figueroa, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, Colorado 81601

RE: Renewal of 2009 Glenwood Springs American With Disabilities Act Complementary Paratransit Service Agreement With Garfield County/RFTA (The Traveler)

Dear Debra:

Section VII, TERM, of the above referenced agreement states, "The term shall be from the effective date of this agreement until December 31, 2009. This agreement shall be automatically renewed for successive one year terms on January 1st of each year, provided that funds for financial support and such sums as agreed to by the Traveler and Glenwood, as necessary to provide complementary ADA paratransit service under this agreement, are appropriated by Glenwood for the year in which the services are to be provided. Any of the parties hereto may terminate this agreement upon ninety (90) days prior written notice to the other party."

Please acknowledge, by having the Mayor sign where indicated below, that the City of Glenwood Springs desires to keep all of the terms of this Agreement in force in 2021, and that it has appropriated \$30,000 for this purpose, which will be paid to RFTA in quarterly installments during 2021 (see attached 2009 Agreement).

Please scan a copy of this renewal agreement and e-mail it back to me at you earliest convenience.

If you have any questions, please let me know.

Sincerely,


Dan Blankenship
Chief Executive Officer

Jonathan Godes, Mayor, City of Glenwood Springs

Date: _____



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Concrete Crushing Purchase Order for South Canyon Landfill

Action Requested: Concrete Crushing Contract at the Landfill

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs South Canyon Landfill went out to bid in 2019 for yearly concrete crushing services at the landfill, which was awarded to the low bid contractor at that time. The landfill receives both clean and dirty concrete that can be crush down to produce a smaller material that is used to repair roadways within the landfill over the winter and spring mud months.

In 2020 staff was not able to have the bid awarded vender come onsite to crush concrete due to a small amount of material available to crush and due to timing issues with that vendor. This material still needs to be crushed for use during the upcoming spring months so staff solicited updated pricing from the other vendors that were a part of the original 2019 bidding process to procure a price and a way to be able to crush concrete.

The pricing that was received back on this "informal" bidding process was less than the original low bid pricing in 2019 for the same work and the contractors are able to mobilize immediately to complete the work. Staff is requesting permission to use Moody Construction under a PO for up to \$35,000 to crush concrete at the landfill. We will work with Procurement in the summer of 2021 to rebid the crushing services formally, and complete a second round of crushing in late 2021. The 2021 approved budget has already allocated money to this service.

Issues: None at this time

Staff Recommendation: Staff is recommending approval of issuing Moody Construction a PO for concrete crushing services in the amount of \$35,000.



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Hanging Lake Shuttle Contract

Action Requested: Approve the Amendment to the Hanging Lake Shuttle Contract

Department: Parks & Recreation

Presented By:

Background Info: The City of Glenwood Springs, after a competitive process, hired H2O Ventures to provide the Hanging Lake Shuttle Service from the Community Center in 2019. The first year was widely hailed as a success, but was not used in 2020 due to COVID-19 restrictions.

The contract with H2O Ventures is being modified this year due to the impacts and potential danger from the Grizzly Creek Fire. The Forest Service has requested that we not use the shuttle this year and allow people to drive, with a permit, to the Hanging Lake Parking Lot. The Forest Service believes that it will be easier for people to evacuate in case of a sudden thunderstorm that could cause a life threatening debris or mudflow.

The limits on people allowed will still be enforced by H2O Ventures and funding will still be collected for the Forest Service to help protect Hanging Lake into the future. The original contract is included in this item along with the proposed amendment. These changes will be reviewed again in the fall of 2021.

Issues: While staff recognizes the importance of the Hanging Lake Shuttle Service to our community and economic vitality, the safety of visitors to Hanging Lake has to be the number one priority.

Staff Recommendation: Staff recommends approval of the amendment of the Hanging Lake Shuttle Contract.

TEMPORARY AMENDMENT TO HANGING LAKE SHUTTLE SERVICES AGREEMENT

This Temporary Amendment to Hanging Lake Shuttle Services Agreement is made and entered into this ____ day of February 2021, by and between the CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality (the “City”), and H2O Ventures, LLC, a Colorado limited liability company, DBA Hanging Lake Express (the “Contractor”).

WHEREAS, on February 21, 2019, the Parties entered into the Hanging Lake Shuttle Services Agreement (the "Agreement"); and

WHEREAS, in February 2020 the Parties entered into a First Amendment to the Agreement (“First Amendment”); and

WHEREAS, due to the public health emergency caused by COVID-19 and the increased potential for evacuations due to unstable conditions of the area resulting from the Grizzly Creek Forest Fire, the Parties and the U.S. Forest Service have agreed to implement an Emergency Action Plan that discontinues Contractor’s shuttle service on a temporary basis and allows visitors to drive or bike to Hanging Lake; and

WHEREAS, the Parties desire to incorporate the Emergency Action Plan into the Agreement on a temporary basis as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit has B referenced in Paragraph 1 of the Agreement is replaced with Second Amended Exhibit B attached hereto and incorporated herein.

2. Paragraph 3 of the Agreement is revised to state as follows:

Gate House. Contractor shall install a gate house past the Hanging Lake Rest Area off-ramp and before the Hanging Lake parking area as depicted in Contractor’s 2021 Emergency Action Plan (the “Gate House”). Contractor will operate a check-in service at the Gate House, including greeting visitors, confirming that they have tickets and ensuring that visitors without tickets do not access the parking lot or Hanging Lake trail. Tickets will not be sold at the Gate House so visitors without tickets will be turned away and instructed to purchase tickets online or by phone before returning. Contractor will have a parking and welcome supervisor stationed in the parking lot and rest area to help with the flow of traffic and to answer questions.

3. Paragraph 4 of the Agreement is deleted.

4. This Temporary Amendment shall remain in effect until November 30, 2021. At that time, the Parties will evaluate the status of the public health emergency, the condition of the Hanging Lake Area, and the recommendations of the U.S. Forest Service to determine whether to extend or modify this Temporary Amendment. Upon expiration of the Temporary Amendment on November 30, 2021, all terms and conditions of the Agreement, as amended by the First Amendment will again be in full force and effect.

5. Except as expressly amended herein and in the First Amendment, the Agreement shall remain unchanged and in full force and effect.

6. The Agreement, as amended by the First Amendment and this Second Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes any previous agreements, written or oral, between the parties.

7. Each person signing this Second Amendment represents and warrants that said person is fully authorized to enter into and execute this First Amendment and to bind the party it represents to the terms and conditions hereof.

8. This Second Amendment may be executed in counterparts, including any facsimile or electronic copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Hanging Lake Shuttle Services Agreement as of the date first above written.

CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____
Jonathan Godes, Mayor

Catherine Mythen-Fletcher, City Clerk

CONTRACTOR

By: Ken Murphy

Title: owner

STATE OF COLORADO)
COUNTY OF GARfield) ss.

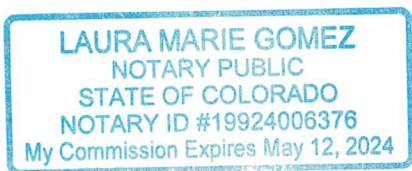
The foregoing HANGING LAKE SHUTTLE SERVICE AGREEMENT was acknowledged before me this 18 day of February, 2021 by Ken Murphy as owner of H2O Ventures, dba Hanging Lake Express.

Witness my hand and official seal.

My commission expires: 5/12/2024

Laura M Gomez
Notary Public

[***Seal***]



AMENDED EXHIBIT B – HANGING LAKE SHUTTLE SERVICES EMERGENCY ACTION PLAN

1. **Gate House:** Contractor will install a gate house past the Hanging Lake Rest Area off-ramp and before the Hanging Lake parking area as depicted in Contractor's 2021 Emergency Action Plan (the "Gate House"). Contractor will operate a check-in service at the Gate House, including greeting visitors and confirming that they have tickets. Tickets will not be sold at the Gate House so visitors without tickets will be turned away and instructed to purchase tickets online or by phone before returning. Contractor will have a parking and welcome supervisor stationed in the parking lot and rest area to help with the flow of traffic and to answer questions. The total number of visitors to the Hanging Lake area shall not exceed 615 per day. Each ticket holder will have a specific arrival time to ensure social distancing and parking and visitor capacity.
2. **Peak Season Ticket Sales:** During Peak Season Contractor will sell tickets to Hanging Lake via phone, and online through the reservation system. A select number of tickets will be released for daily time slots three months in advance, two months in advance, and within 30 days, including the day of the trip. There are two types of ticket options available during Peak Season: a self-drive option and a bike access option. Both types of tickets cost \$12.
3. **Student Discount Tickets:** During May, September and October, Contractor will offer a discounted ticket rate of \$5 per ticket for students and educators who are visiting as part of an organized and supervised school field trip for grades 1 through 12 and college. The trip must have an educational component to qualify for the discount. Tickets must be purchased through the school hosting the trip and may not be purchased online.
4. **Off-season Ticket Sales:** During off-season tickets will be reduced to \$10 each.
5. **Reservation System:** On or before April 1, 2019, Contractor will provide a browser-based reservation system with mobile abilities that will monitor and ensure the 615 daily visitor capacity is not exceeded. The system will allow a customer to purchase a ticket for a specific arrival time, will send a confirmation email with a recommended gear list and details regarding the trail and hike, and will send automatic reminder and follow up emails and a short survey to help evaluate the guest visit. Online ticket sales will be limited to 20 per transaction to prevent scalping of tickets. Tickets in excess of 20 can be purchased by phone. The phone for Hanging Lake Shuttle Services will go live on March 1, 2019.
6. **Customer Service:** Contractor will be responsible for responding to any customers questions or complaints regarding the services provided.
7. **Staffing:** Contractor will provide all staff necessary to perform the foregoing services described herein.
8. **Cleaning Hanging Lake Rest Area and Restrooms:** Contractor will be responsible for all aspects of cleaning the Hanging Lake rest area restrooms and restocking supplies,

including toilet paper, soap, and cleaning supplies, during the Peak Season. Contractor or CDOT shall provide the foregoing supplies.

**CITY OF GLENWOOD SPRINGS, COLORADO
HANGING LAKE SHUTTLE SERVICES AGREEMENT**

This HANGING LAKE SHUTTLE SERVICES AGREEMENT (the "Agreement") is made this 21st day of February, 2019 by and between the CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality (the "City"), and H2O Ventures, LLC, a Colorado limited liability company, DBA Hanging Lake Express (the "Contractor").

WHEREAS, the City and U.S. Forest Service entered into the Participating Agreement attached hereto as Exhibit A to implement the 2018 Hanging Lake Area Management Plan (the "Plan") issued by the Forest Service to guide visitor use and long-term sustainable management at the Hanging Lake Area;

WHEREAS, the Plan limits the number of visitors to the Hanging Lake Area to 615 per day and provides for allocation and management of this daily capacity through a centralized permit reservation system and a mandatory shuttle service that will run throughout the day during the Peak Season of May 1 through October 31 ("Hanging Lake Shuttle Services" or "Services");

WHEREAS, pursuant to the Participating Agreement the City is tasked with developing, operating and maintaining the Hanging Lake Shuttle Services; and

WHEREAS, the City desires to contract with Contractor to provide the Hanging Lake Shuttle Services more fully described in Exhibits A and B; and

WHEREAS, Contractor desires to provide the Hanging Lake Shuttle Services pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the Parties hereto desire to set forth certain understandings regarding the quality and performance of the Hanging Lake Shuttle Services in writing.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the Services described on Exhibit A and more fully set forth in Exhibit B, attached hereto and incorporated herein by this reference. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to provide the Services in compliance with the provisions of this Agreement and agrees to provide the Services on the terms and conditions set forth herein.
2. Term. The Term of this Agreement shall commence on February 22, 2019 and continue for five years unless terminated pursuant to Paragraph 19 of this Agreement. The term may be extended by mutual agreement of the parties. At the end of each "Peak Season," defined as May 1 through October 31, the parties and the Forest Service will meet to evaluate the Hanging Lake Shuttle Services and discuss potential contract modifications for the following year.
3. Welcome Center. Contractor shall use the ice rink in the Glenwood Springs Community Center as the "Welcome Center" for the Hanging Lake Shuttle Services. Contractor

shall have access to the ice rink from April 15 through October 31 each year. Contractor shall vacate the ice rink no later than October 31 to allow the City to resume its use of the ice rink for recreational purposes on November 1.

4. Compensation. Contractor will pay the City \$30,000 each year for use of the ice rink as the Welcome Center along with 10% of any taxable sales of goods or services at the Welcome Center and 10% of advertising sold inside the shuttles. These payments will be made to the City at the end of each month during Peak Season. Contractor will also pay 5% of total ticket sales for the year to the City/U.S. Forest Service partnership at the end of each Peak Season. Contractor will retain all other proceeds as compensation.

5. Operational Plan. Contractor shall provide the City with an Operational Plan as required by the Forest Service on or before March 15 of each year for review and approval by the City and the Forest Service.

6. Marketing. The City, through its Tourism Board and with input from Contractor, will be responsible for advertising and promotion of the Services, including branding the Hanging Lake Shuttle Services and creating a Hanging Lake video and a brochure

7. Permitted Promotion and Advertising. Contractor shall be permitted to cross-promote and sell other services at the Welcome Center provided Contractor shares all sales data with the City. A brochure rack set up and maintained by Brochure Express will be located in the Welcome Center.

8. Online Reservations. Guests may access the online reservation system by clicking a "Book Now" button branded with the Hanging Lake Shuttle Services logo. The button will be located on visitglenwood.com, on Glenwood Adventure Company's website, and on any other website that wishes to display the button. The button will direct the user to the booking widget embedded on the landing page located on www.visitglenwood.com. The landing page will have the Shuttle Services branding; links to the websites of the three partners: the Forest Service, the City, and Contractor and the booking widget which takes the user to Contractor's booking vender.

9. Reports and Data. All reports and data compiled, received, and/or prepared by Contractor in connection with the Services performed under this Agreement shall be the property of the City, shall be shared with the City on a monthly basis, and shall not be used by Contractor in connection with any other activity. However, Contractor is permitted to possess and use the reports and data in connection with the Services during the period of this Agreement.

10. Ownership. The following are and shall remain the property of the City at all times during and following termination or expiration of the Agreement: the phone number used by Contractor for the Services under the Agreement; the name and branding of Hanging Lake Shuttle Services; the landing page for purposes of online reservations as described in Section 7 above; all data collected in the performance of the Agreement; and all documents, forms, methods, materials, ideas, designs, models, concepts, techniques, discoveries, and improvements and any other intellectual property created by Contractor in the performance of the Agreement (the "Work"). Contractor acknowledges that the Work has been ordered and commissioned by the City and agrees that the City will own all copyrights in the Work and that the Work is a "work made for

hire" for copyright purposes. Contractor hereby irrevocably transfers and assigns to City all rights, title and interest in the Work and disclaims any ownership interest in the Work. Contractor represents and warrants to the City that the Work will not violate or infringe a third party's patent, copyright, trade secret or other intellectual or proprietary right, and that no third party has an ownership interest in the Work. The City agrees that it will not have any rights or ownership related to Contractor's documents, data, forms, methods, materials, ideas, designs, models, concepts, techniques, discoveries, brands, copyrights, logos, or intellectual property that is unrelated to Contractor's Services in the performance of this Agreement.

11. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Services to ensure that the terms of this Agreement are being satisfactorily met in accordance with the standards and criteria of the City and U.S. Forest Service.

12. Independent Contractor. In making and performing this contract, Contractor acts and at all times shall act as an independent contractor and shall maintain operations that are separate and distinct from the City. Nothing contained in this Agreement shall be construed or applied as to create or imply the relationship of partners, joint adventurers, or of employer or employee between the parties hereto.

13. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by a highly competent shuttle bus operation performing the same or similar services. In case of any conflict between the interests of the City and any other entity, Contractor shall fully and immediately disclose the issue to the City once the Contractor learns of the conflict and shall take no action contrary to the City's interests.

14. Employees, Subcontractors and Assignees. The providing of the Services under Section 1 of this Agreement shall be the responsibility of the Contractor. The Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision of any such persons shall be the sole and exclusive responsibility of Contractor. Notwithstanding the foregoing, this Agreement shall not be assigned to a third party by Contractor without the prior written consent of the City.

15. Insurance Requirements. Contractor agrees to provide proof of general liability insurance to the City, which names the City and the Forest Service as additional insureds thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000) for each claim and aggregate limit. Contractor shall maintain the insurance for the term of this Agreement.

- a. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of Contractor's indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- b. It is understood and agreed, for the benefit of the City, that the following additional considerations shall apply to all coverage specified herein:

- (i) All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
 - (ii) The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
 - (iii) Advice of renewal is required.
- c. It is understood and agreed that should any policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized agent shall give notice to the City in accordance with policy provisions.

16. Compliance with Laws and Regulations. Contractor and its employees, subcontractors and assignees shall at all times be familiar with and comply with any and all applicable laws, regulations and policies, national and local, in their execution of this contract. Contractor shall be responsible for receiving and maintaining a permit from the Public Utilities Commission or engaging a subcontractor in accordance with section 14 of the Agreement that possesses the appropriate PUC Authority and/or all other permits and licenses necessary to perform the Services."

17. Work By Illegal Aliens Prohibited. This paragraph shall apply to the extent that Contractor's performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the

City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 17 shall be null and void if E-Verify is discontinued.

- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. 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:
 - (i) 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
 - (ii) 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.
- f. 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 the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, 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.

18. Mutual Indemnification. To the extent permitted by law, Contractor and the City each agree to defend, hold harmless and indemnify the other (including one another's affiliates and their directors, officers, employees, successors and assigns) from and against any and all losses, damages, claims, demands, suits, personal injuries, property loss, liabilities, attorneys' fees and expenses resulting from or caused by the other's acts, omissions, negligence or breach of this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

19. Termination. In the event of a material breach or default of this Agreement by either party, the non-breaching party shall give the other party written notice of the breach or default and, if the breach or default can be cured, an opportunity to cure the breach or default within 45 days of receipt of the written notice. In the event the material breach or default is not cured within 45 days, the non-breaching party may terminate the Agreement by giving the other party written notice at least

45 days in advance of the termination date. Termination pursuant to this section shall not prevent either party from exercising any other legal remedies which may be available.

20. Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability, and where applicable, marital, family and parental status, and political beliefs. Contractor shall display posters setting forth this policy of nondiscrimination (provided by the Forest Service) at the public entrance to the Welcome Center and at other locations, as directed by the Forest Service. Print and online advertisements must identify Contractor as an equal opportunity provider. Contractor will be required to participate in periodic reviews of their programs and activities to ensure that they comply with Civil Rights laws.

21. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by the Contractor's negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against the City by reason thereof. Likewise, the City shall be responsible for all damages to persons or property caused by the City, its agents, employees or sub-contractors, to the extent caused by the City's negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Contractor from any claims or actions brought against Contractor by reason thereof to the extent permitted by law.

22. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties as long as the modifications are consistent with the terms of the Participating Agreement, as amended. The parties will promptly notify the Forest Service of any contract modifications. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to Acts of God, Government restrictions, and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

24. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

25. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits,

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

26. Assignability. Contractor shall not assign this Agreement without the City's prior written consent. The City shall not assign this Agreement without the Contractor's prior written consent.

27. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

28. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

29. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

30. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

31. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City: City Manager
 City of Glenwood Springs
 101 West 8th Street
 Glenwood Springs, CO 81601

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

If to Contractor: Ken Murphy
 723 Cooper Avenue
 Glenwood Springs, CO 81601

Duke Bradford
116 Huron Road
Breckenridge, CO 80424

32. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

33. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including, but not limited to, attorneys' fees, litigation costs and expert witness fees, provided that if the prevailing party has previously rejected a bona fide written settlement offer from the other party in an amount greater than the amount of the judgment or award received, then the prevailing party shall not be entitled to reimbursement for any of its costs and expenses. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

34. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution and other relevant statutory authority. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

35. Administrative Use and Site Closures. The Forest Service reserves the right to close all or a portion of any area subject to this Agreement for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife protection; or risks to public health and safety. The Forest Service or the City shall not be liable to Contractor for lost revenue, operating costs, or any other losses resulting from these closures. In the event of a government lapse of spending (government shutdown), Contractor may continue to operate services. There is a potential for administrative closures of the Hanging Lake trail to perform necessary infrastructure and trail maintenance. These timeframes will be kept to a minimum to achieve the necessary work. If Forest Service or other closures cause the Contractor's Services to be suspended for a Peak Season, the Agreement will be extended for a corresponding season.

36. Open Records Act. The City is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents Contractor prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes. Contractor hereby waives any claims of any kind whatsoever against the City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

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

IN WITNESS WHEREOF, the parties have executed this Hanging Lake Shuttle Services Agreement as of the date first above written.

CITY OF GLENWOOD SPRINGS

By: [Signature]
Mike Gamba, Mayor

ATTEST:

Catherine Mythen-Fletcher
Catherine Mythen-Fletcher, City Clerk

CONTRACTOR

By: Ken Murphy

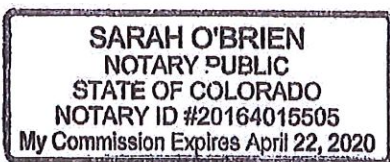
Title: owner

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing HANGING LAKE SHUTTLE SERVICE AGREEMENT was acknowledged before me this 19 day of March, 2019 by Ken Murphy as owner of H2O Ventures, dba Hanging Lake Express.

Witness my hand and official seal.

My commission expires: April 22, 2020



[Signature]
Notary Public



USDA, Forest Service

OMB 0596-0217
FS-1500-10FS Agreement No. 19-PA-11021500-002
Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
CITY OF GLENWOOD SPRINGS
And The
USDA, FOREST SERVICE
WHITE RIVER NATIONAL FOREST

This **PARTICIPATING AGREEMENT** is hereby made and entered into by and between the City of Glenwood Springs, hereinafter referred to as "the Cooperator" or "the City", and the USDA, Forest Service, White River National Forest, hereinafter referred to as the "U.S. Forest Service," under the following authority: the Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 – a3, as amended (Expanded Authority, Forest Protection, & Conservation Education) and the Wyden Amendment, 16 U.S.C 1011a and as amended.

Title: City of Glenwood and Forest Service- Recreation Enhancement and Sustainability Partnership

Background: The U.S. Forest Service and the Cooperator share a mutual interest in resource protection, enhancing visitor experience, and providing visitor information and conservation services and programs to the local and visiting public to Glenwood Springs, Colorado. Section 426 of the Consolidated Appropriations Act of 2014 broadened the U.S. Forest Service's authority for working with Forest Service partners like the City of Glenwood Springs under the Cooperative Funds and Deposits Act (16 U.S.C. 565a-1). This expanded authority improves the Agency's ability to engage new partners and to work with existing partners.

Under this expanded authority, the U.S. Forest Service can enter into this Agreement with a local government agency to develop, conduct, or sell educational and interpretive programs and services which includes but not limited to providing transportation solutions to Hanging Lake; develop, produce, publish, distribute, or sell educational and interpretive materials and products; co-operate facilities (with or without Forest Service employees) in any public or private building for the sale or distribution of educational and interpretive materials, products, programs, and services, pertaining to NFS lands, private lands, and lands administered by other public entities; and allows for construction, maintenance, and/or improvement of U.S. Forest Service facilities where authorized interpretive and visitor information services are conducted.

This partnership provides a framework for the parties to cost share and to cooperatively develop, plan, and implement projects that are mutually beneficial to the parties by providing local residents as well as the American public with high quality recreation experiences and excellent customer service.



I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to cooperatively enhance recreation opportunities, improve access, and sustain infrastructure, recreation facilities, and trails on National Forest System lands. As mutual partners, the U.S. Forest Service and the City of Glenwood Springs will work together to improve condition of trails, facilities, and resources at Hanging Lake by developing and providing educational and interpretive programs and services, which includes but is not limited to providing transportation solutions to Hanging Lake. Parties will also collaborate to develop, produce, publish, distribute, and/or sell educational and interpretive materials and products at facilities (with or without Forest Service employees) in public or private buildings for the sale or distribution of educational and interpretive materials, products, programs, and services, in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A, and Supplements.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service, within its mandated responsibilities, strives to provide high quality, sustainable recreation opportunities on the White River National Forest. To accomplish this aim, the U.S. Forest Service desires to partner with City of Glenwood Springs to improve opportunities for high quality recreation experiences, and sustain infrastructure that addresses high use visitation, and promotes a connection to this special place that thereby enhances stewardship and increases partnerships and volunteerism at Hanging Lake.

To properly accomplish this, the U.S. Forest Service desires to partner with the City to execute a management system that is implementable, sustainable, and maintains the area's defined desired conditions (*Hanging Lake Visitor Use Management Plan, 2018*) by meeting the following objectives: protect natural resources; manage congestion; enhance public safety; improve visitor experience; and support local tourism and communities. Through these objectives the U.S. Forest Service and the City will work together to improve recreational opportunities, and sustain infrastructure, address high visitation and parking congestion at Hanging Lake, improve and protect resources and promote shared stewardship through education, funding sources, and adaptive management planning decisions. The City is a home-rule municipality interested in improving recreational opportunities in and around the City. The City benefits from this partnership by: retaining and promoting tourism in the area; socio-economic contributions tied to Hanging Lake and Glenwood Canyon; providing visitors with opportunities for high quality recreation experiences; and enhancing public safety and transportation options.

Mutual benefits to the parties include, but not limited to, increased capacity for both organizations to improve recreation and tourism messaging and marketing opportunities; interpretive programs and services; shared expertise, skills and labor; opportunity to work together to maximize resources and leverage funding opportunities; and opportunities to demonstrate project accomplishments. It is in the public interest, as well as the mutual



interest of both parties of this agreement, to jointly perform projects and activities incorporated under this agreement and in incorporated Operating and Financial Plans.

In Consideration of the above premises, the parties agree as follows:

III. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project as defined in Exhibit A, which includes funds sufficient to pay the nonfederal share of project costs, when applicable, in the amount set forth in the Financial and Operation Plan attached as Exhibit A.
- B. Perform in accordance with the attached Exhibits, Operating Plans, Financial Plans, Supplements, and/or Attachments.
- C. Coordinate the goals of its activities and programs to be consistent with U.S. Forest Service goals in order to provide consistent management of the Project.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the attached Exhibits, Operating Plans, Financial Plans, Supplements, and/or Attachments.
- B. The U.S. Forest Service will coordinate and provide leadership in the development of cooperative environmental education and interpretive materials and publications.
- C. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$0.00 are currently available for performance of this agreement. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until the Cooperator receives notice of availability confirmed in a written modification by the Forest Service. There is no obligation on Cooperator to accept any funds from the U.S. Forest Service.
- D. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator \$0.00 and the total must not exceed the Forest Service's share of agreed upon expenses as identified on the financial plan. The U.S. Forest Service shall make payment upon receipt of the Cooperator's **annual** invoice. Each invoice from the Cooperator must display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice from the Cooperator must be submitted no later than 90 days from the expiration or termination of the agreement.



Each invoice must include, at a minimum:

1. The Cooperator's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and the Cooperator share with in-kind contributions displayed as a separate line item
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan
7. Cumulative amount of U.S. Forest Service payments to date
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required
10. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send an email copy to: Max Forgensi at mforgensi@fs.fed.us

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Parties will meet at the end of each calendar year to evaluate the effectiveness of the Project and discuss operations, scope of services, cost recovery options, and potential financial contributions of the parties for the following year.
- B. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. The Cooperator's contracts under this Agreement do not require the Cooperator to provide a substantial cash contribution toward the cost of the contract as the collaborative work enhancing recreation opportunities, improving access, and sustaining infrastructure at Hanging Lake and in Glenwood Springs Colorado is considered jointly performed, ref. FSH 1509.11, Chapter. 70, Section 72.31, Number 7b.



- D. Operating Plans and associated Financial Plans incorporated under this agreement and bilaterally signed modifications may have varying completion and milestone end dates. Completion dates are to assist the parties in ensuring that projects and/or activities are on track and completed in time to initiate the next phases of the project.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Boyd 101 West 8 th Street Glenwood Springs, CO 81601 Telephone: 970-384-6422 FAX: 970-384-6599 Email: steve.boyd@cogs.us	Brian Smith 101 West 8 th Street Glenwood Springs, CO 81601 Telephone: 970-384-6315 FAX: 970-384-6599 Email: brian.smith@cogs.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Marcia Gilles 24747 US Why 24 PO Box 190 Minturn, CO 81645 Telephone: 970-827-5152 FAX: 970-827-9343 Email: mgilles@fs.fed.us	Clark M. Woolley Grants & Agreements Specialist 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 970-945-3227 Email: cmwoolley@fs.fed.us

- F. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at Cooperator's address shown in the agreement or such other address designated within the agreement.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator products or activities. Any of the U.S. Forest Service' contributions made under this Agreement do not by direct reference or implication convey the Cooperator endorsement of U.S. Forest Service products or activities.
- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- K. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the Cooperator hereby willingly agree(s) to assume these responsibilities.
- Further, Cooperator shall provide any necessary training to Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases



apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- N. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement
- O. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). If the Cooperator accepts funds from the U.S. Forest Service, the Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- P. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.



2. Accounting Records

The Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub grant/contract documents, and so forth.

Q. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

R. AGREEMENT CLOSEOUT. The Cooperator shall close out the agreement within 90 days after expiration or notice of termination.



Any unobligated balance of cash advanced to the Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. PROGRAM PERFORMANCE REPORTS. The Cooperator shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Cooperator shall submit end of year performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted with the Cooperator's final payment request. The final performance report is due no later than 90 days from the expiration or termination date of the agreement. *See attached optional format for Project Performance Report, (FS-1500-23).*

- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.



Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- V. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- W. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a an identification substantially as follows:

"The White River National Forest of the U.S. Forest Service, Department of Agriculture."

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- X. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the



equipment rests with the U.S. Forest Service, but may be transferred to the Cooperator on completion of the project, if appropriate.

- Y. PROPERTY IMPROVEMENTS. Improvements placed by the Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- Z. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The Cooperator shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- AA. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.
- Liability for Government Property.*
1. Unless otherwise provided for in the agreement, the Cooperator shall not be liable for loss, damage, destruction, or theft to the U.S. Forest Service property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or the Cooperator is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Cooperator's managerial personnel. The Cooperator's managerial personnel, in this provision, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. The Cooperator shall take all reasonable actions necessary to protect U.S. Forest Service property from further loss, damage, destruction, or theft. The Cooperator



shall separate the damaged and undamaged U.S. Forest Service property, place all the affected U.S. Forest Service property in the best possible order, and take such other action as the Property Administrator directs.

3. The Cooperator shall do nothing to prejudice the rights of the U.S. Forest Service to recover against third parties for any loss, damage, destruction, or theft of property.
4. Upon the request of the Grants Management Specialist, the Cooperator shall, at the expense of the U.S. Forest Service, furnish to the Forest Service all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

BB. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS.

AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement by including a statement as follows: "The Glenwood Springs Hanging Lake Shuttle Service is provided in partnership with the U.S. Forest Service."

CC. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR

AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642.

USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:



1. Temporarily withhold cash payments pending correction of the deficiency by the Cooperator or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the Cooperator program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

EE. TERMINATION. This agreement may be terminated, in whole or part, as follows:

1. By Mutual Agreement: When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By Either Party for Convenience: By 30 days written notification by either party setting forth the effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the U.S. Forest Service or the Cooperator determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service or the Cooperator may terminate the agreement in its entirety.

Upon termination of an agreement, the Cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

FF. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

GG. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of



debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

HH. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non-Federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- a. The Cooperator may not require its employees, contractors, or sub recipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The Cooperator must notify its employees, contractors, or sub recipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this agreement provision are no longer in effect.
- c. The prohibition in paragraph (a) of this agreement provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If the Government determines that the Cooperator is not in compliance with this agreement provision, it:
 - i. Will prohibit the Cooperator's use of funds under this agreement, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - ii. May pursue other remedies available for the Cooperator's material failure to comply with agreement terms and conditions.

II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COPYRIGHTING. The Cooperator is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to



use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

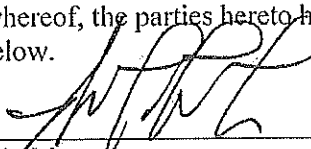
This provision includes:

1. The copyright in any work developed by the Cooperator under this agreement.
2. Any right of copyright to which the Cooperator purchase(s) ownership with any federal contributions.

KK. PUBLICATION SALE. The Cooperator may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

LL. COMMENCEMENT/EXPIRATION DATE. This agreement shall commence on the date of the last signature and shall expire on **3/1/2022** unless terminated pursuant to Section EE. This agreement may be extended prior to its expiration by an executed modification, signed and dated by all properly authorized, signatory officials.

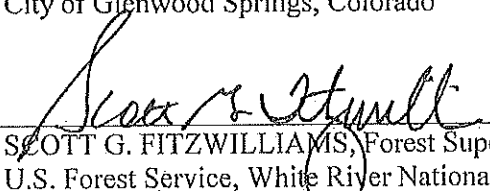
MM. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



MIKE GAMBA, Mayor
City of Glenwood Springs, Colorado

10/5/18

Date

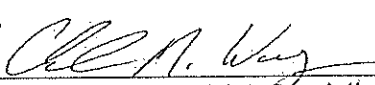


SCOTT G. FITZWILLIAMS, Forest Supervisor
U.S. Forest Service, White River National Forest

10/5/2018

Date

The authority and format of this agreement have been reviewed and approved for signature.



CLARK M. WOOLLEY, G&A Specialist
U.S. Forest Service, White River National Forest

10/5/2018

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



EXHIBIT A

Operating and Financial Plan (Design and Pre-Implementation)

Operating Plan Title: Hanging Lake Partnership- Project Design and Pre-Implementation Activities and Projects (Summer 2018 to Spring 2019)

OVERVIEW:

As mutual partners the U.S. Forest Service and the City of Glenwood Springs will work together to implement the Hanging Lake Area Management Plan, 2018 and management in Glenwood Canyon, which will support feasible and long-term management actions such as:

- (a) allocate and manage the area to a defined daily capacity through a centralized permit reservation system;
- (b) develop and manage a transportation system (shuttle) to manage to the defined daily capacity as defined in the annual operating plans during the "Peak" season;
- (c) work collaboratively to implement the adaptive management strategy to ensure that the intent of the plan continues to be realized in light of potential future changes; and
- (d) the City may contribute funds to the Forest Service for the Program in an amount to be negotiated at the end of each calendar year based on the Program's operations and profitability for that year.

LOCATION AND HISTORY OVERVIEW:

Hanging Lake is located off of Interstate 70, approximately 10 miles east of Glenwood Springs, in Garfield County, Colorado. Hanging Lake's unique travertine qualities, relatively short approach, and its proximity to Interstate 70 and numerous mountain resort communities have made it a destination for many types of visitors. Situated between the resort communities of Vail and Glenwood Springs, Hanging Lake's designation as a National Natural Landscape (NNL) has contributed to its increase in popularity. Tourism and National Forest System (NFS) lands are an important attraction for visitors to the area.

The Hanging Lake project area consists of 128 acres that includes: Trail #1850, the lake, upper Spouting Rock waterfall, Dead Horse Creek and Colorado Department of Transportation's (CDOT) infrastructure (parking lot, I-70 on and off ramps, Colorado river recreation path, refuse containers, picnic sites, parking area restroom, and a trailhead vault toilet). The Hanging Lake project area has intermixed land ownership between Xcel Energy, CDOT, and the U.S. Forest Service (USFS).

The mid-1980's brought about the reconstruction of Interstate 70 through Glenwood Canyon along the Colorado River. This construction project consolidated over thirty access sites down to four major points of access along the highway with the Hanging Lake rest area being one of them.

At that time, CDOT and the USFS designed the parking area with approximately 110 spaces based on projected use and future growth to the site including the use of the trail. Several



decades passed and use slowly grew at the Hanging Lake site. In the late 2000's, the Forest Service replaced Hanging Lake's dilapidated boardwalk and railing system, and installed a composite boardwalk at the lake with benches, interpretive signs, and a safety rockfall screen above the lake. In 2011, the National Park Service designated Hanging Lake as a National Natural Landmark (NPS NNL).

In addition to these events, the popularity of Hanging Lake has exploded in recent years. Annual visitation has grown to 180,000+ visitors with an average of 1,000 hikers per day, between May and September. Increasing unmanaged visitation is resulting in numerous impacts and resource damage to the area that include:

- Degradation to the infrastructure (parking lot, trail tread, bridges, boardwalks and railing systems), which has resulted in safety issues. High visitation is resulting in congestion, parked vehicles on the sidewalks, recreation path, and grassy areas.
- Compacted soils, loss of plant habitat, degradation of water quality, and impacts to historic features.
- Traffic issues on Interstate 70 when the parking lot fills and visitors park vehicles along the highway and the on and off ramps.
- Unmanaged visitation is resulting in congestion and crowding and is negatively effecting visitor's experiences at the Hanging Lake Area.

Preserving Hanging Lake for its natural resource values and its tourism destination status is critically important to the adjacent communities in both Garfield and Eagle counties. In 2012, Eagle-Holy Cross Ranger District convened a working group that included: CDOT, Glenwood Tourism and Promotion Board, Garfield County Board of County Commissioners, Xcel Energy, U.S. Department of Transportation, Federal Highways, and Colorado State Patrol (stakeholder group). The goal of this stakeholder group was to discuss and implement short, medium and long-term management actions for the Hanging Lake Area.

The U.S. Forest Service hired the U.S. Department of Transportation's John A. Volpe Center (Volpe) in 2013 to assist with long-term planning efforts regarding site capacity, transportation and operation strategies. Since 2013, the stakeholder group has been able to fund and manage the site during the interim high use visitation seasons. The temporary management solutions included using seasonal USFS employees to manage parking onsite; CDOT re-designed a traffic turn-around, designated parking, added a temporary traffic gate, and updated interstate signage. These short-term management actions were established as an intervention while preparing a long-term management plan. The Hanging Lake Management Plan Environmental Assessment incorporated public comment during the process in 2017-2018 and a Final decision was signed in August 2018.

A third party transportation shuttle provider and a central online reservation system is needed to implement the Final Management decision. The City of Glenwood Springs approached the USFS with interest in helping to manage Hanging Lake.



Working in partnership with the City, the U.S. Forest Service can best protect and preserve the unique and fragile natural resources at the Hanging Lake area, while sustaining a high quality experiences and related socio-economic contributions to adjacent communities.

PROJECT SUMMARY:

In partnership, this operating plan identifies the collaborative roles and responsibilities to manage the Hanging Lake area. The City will work collaboratively with the U.S. Forest Service to design and implement a delivery system (shuttle) by May 2019 to manage visitation and parking to the defined daily capacity, and provide for one central online reservation system. The financial plan (exhibit A) identifies non-cash and in-kinds contributions both parties will provide to this operating plan.

OBJECTIVES AND SCOPE:

In order to preserve Hanging Lake into the future this agreement will support both organizations and the mutual goals to:

- I. Protect natural resources
- II. Manage congestion
- III. Enhance public safety
- IV. Improve visitor experience
- V. Support local tourism

The Hanging Lake Project Area consists of the parking area, Interstate 70 on- and off-ramps, and a portion of the (CDOT) Recreation Path, Hanging Lake Trail #1850, the lake itself, Spouting Rock, and Dead Horse Creek.

The Hanging Lake Partnership agreement will incorporate two phases to implement the Hanging Lake Management Plan: 1. Operation and financial plan for Pre-Implementation and startup of the management program. 2. Develop a standard operating plan (SOP) and financial plan to fully execute the shuttle and reservation system. **Phase 2 will have a separate operation (SOP) and financial plan that will be incorporated to the agreement following modification procedures outlined in the agreement.**

For Phase 1-Pre-implementation start up, the U.S. Forest Service and the City will work jointly to prepare one year round central reservation system to manage a defined daily visitor capacity; design the shuttle system for both-mandatory (Peak) and non-mandatory seasons (Non-Peak); vehicle requirements and schedules; identify the location for the base of operations; design the public information, communication plan, education and interpretive services required; draft an outline for phase 2 requirements and responsibilities. This startup phase will need to be completed by January 31, 2019 to begin implementation of the reservation system no later than February 1, 2019. A phase 2 final operation plan needs to be signed by April 1, 2019 for the shuttle operating period (peak season typically May-November 2019).



The area authorized for commercial services will be limited to the paved turn-around loop accessed from exit 125 off eastbound Interstate 70, the recreation path from this paved turn-around, and Forest Service System Trail #1850 to Hanging Lake and Spouting Rock. All aspects of the offering will occur on roads, trails, and areas in which the U.S. Government holds access easements.

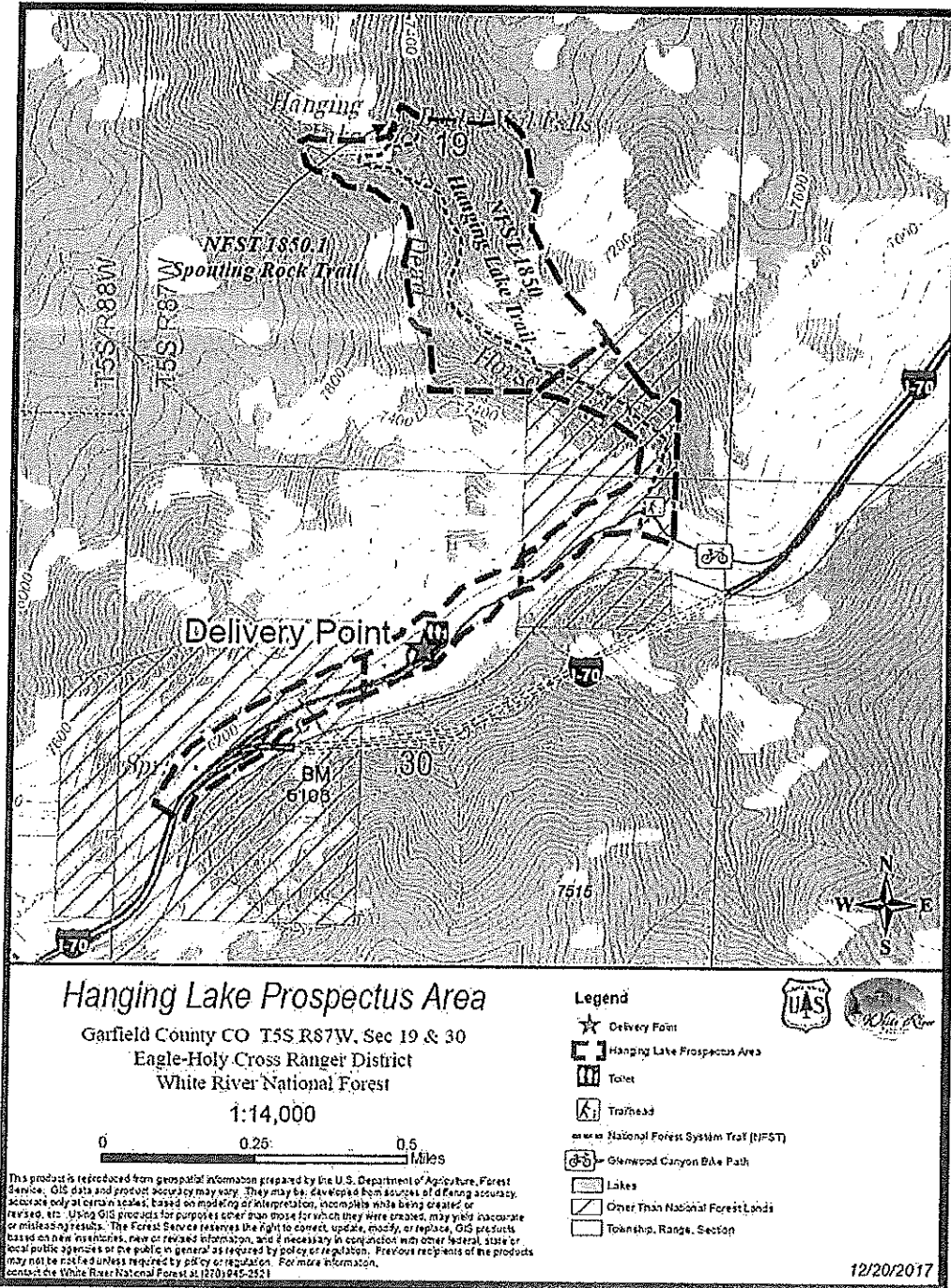


Figure 1. Hanging Lake Prospectus Area Map

**APPROACH:**

The U.S. Forest Service, in partnership with the City of Glenwood Springs desire to work together to implement the Hanging Lake Management Plan. The tasks outlined will be used during the Pre-Implementation and start up planning needed to execute the year round reservation system; manage to a defined daily visitor capacity; provide a mandatory seasonal shuttle service and related infrastructure needs; provide visitor services and on site management.

Task 1: Reservation system: Research, design and implement one central online reservation service by January 31, 2019.

Task 1.1: Provide Recreation.gov research and information to the City

Cost estimate: \$200 (in kind)

Responsibility: Forest Service

Due Date: October 15, 2018

Task 1.2: City of Glenwood Springs (City) will work with the USFS to determine a Reservation System:

Design and manage a year-round reservation system which allocates the determined daily Hanging Lake Area (HLA) capacity people/day via a ticket system at the time of reservation.

- The designed system shall disperse visitors throughout the day without exceeding the daily capacity of visitors. The City needs to define how they plan to disperse people to HLA throughout the day to meet HLA management objectives.
- Visitors accessing via hike or bike (non-shuttle delivery) will obtain a daily ticket. The City may define a set number of tickets that will be available via the reservation system daily to non-shuttle riders that want to walk or bike to access HLA. No onsite HLA parking will be available for these tickets during the defined "Peak" season which is currently between May 1st and October 31st.
- Define a group size limit per reservation.
- Define the visitor pick up location and provide information and directions to visitors.
- A nominal fee may be charged for the administration of this year-round reservation system.
- Manage a reservation system with a gradual release of tickets. (e.g., release X number of tickets 6 months, 3 months, 1 month, and 1 day in advance).
- Define the cancellation and refund policy.
- The system shall be reliable, stay updated with new technology, capable of generating a full array of use reports, online system, and phone assistance availability for specified hours daily.
- Provide information to clients pertaining to regulations, seasonal access, general information about Hanging Lake, and safety recommendations. Some options for dispersing information could include utilizing the reservation system, website, printed on ticket, or brochure.



- Provide each client a non-transferrable and visible proof of purchase/ticket.
- Provide a reservation system that ensures tickets are not fraudulently reproduced. Tickets should be specific for date, time of day, individual client's name, person who booked the reservation, contact information, the trip date, amount paid and group size. Tickets are non-transferrable and the person who books the reservation must be on the trip. Optional reservation information data: number of vehicles, license plate numbers and where parked.
- Manage an online 24 hours in-advance online reservation option wherein a minimum number of tickets are made available the day prior to the desired trip date to allow for visitor spontaneity.
- Manage a system to ensure non-discrimination in reservations.
- Manage a reservation system that will reduce the potential for hoarding tickets, scalping, and unauthorized booking agents.
- The USFS reserves the option to close the HLA for trail maintenance and restoration work. The Forest Service will strive to schedule these dates within the non-mandatory season and as much in advance as possible. The City shall manage the reservation system to reflect these administrative closure dates annually.

Cost estimate: \$5000+? (In kind)

Responsibility: City

Due Date: January 2019

Total Cost Task 1: \$5,200

Task 2: Develop plans for the shuttle service, base of operations and identify infrastructure

Task 2.1 The City will provide the Forest Service information on the base of operations for the shuttle service, identify the number and type of fleet, if using another 3rd party provider or plans for releasing a prospectus process.

Cost estimate: \$3,000 (in kind)

Responsibility: City

Due date: January 2019

Task 2.2 The City will develop a shuttle standard operations plan with the Forest Service to include: visitor pick up locations, schedule frequency, shuttle maintenance, driver qualifications, safety and shuttle costs to operate and ticket cost to visitors.

Cost estimate: \$5,000+ (in kind)

Responsibility: City

Due date: February 2019

Task 2.3 Forest Service will provide the on ramp gates, new visitor information signs, and shuttle gate openers. Openers will be provided to CDOT tunnel, identified EMS, and shuttle drivers.

Identify the number of gate openers to order and inventory.

Cost estimate: \$60,000 (in kind)



Responsibility: Forest Service
Due Date: February 2019

Task 2.4 Ensure CDOT has installed infrastructure-gates, signs, etc.
Responsibility: Forest Service
Due Date: October 2018

Total cost Task 2: \$68,000

Task 3: Develop a communication plan and public information products for "How to visit Hanging Lake"

Task 3.1 Identify rollout announcement date and talking points for the Final Decision of the Hanging Lake Management Plan and joint press release for the USFS and City agreement message.

Cost estimate: \$3,000 (50/50 in kind)

Responsibility: City PIO and USFS PAO and manager approvals

Due date: November 2018

Task 3.2 Communication and Public outreach plan will become part of the operating plan and agreement.

Cost estimate: \$5,000 (50/50 in kind)

Responsibility: City and Forest Service

Due date: December 2018

Total cost Task 2: \$8,000

Task 4: Develop an interpretation and education start up plan

Task 4.1 Identify USFS approved pre-visit messages and how these will be distributed to visitors.

Cost estimate: \$4,000 (50/50 in kind)

Responsibility: Forest Service and City

Due date: December 1, 2018

Task 4.2 Forest Service to install HL trail interpretive panels

Cost estimate: \$0.00 (Cost are separate and incorporated in a FS Partnership Agreement)

Responsibility: Forest Service

Due date: September 2018 and installed by May 2019

Task 4.3 Interpretative programs: Cooperatively determine if interpretative programs will be offered to the public; i.e. guided hikes, talks, programs etc...

Cost estimate: \$2,000 (50/50 in kind)

Responsibility: City and Forest Service

Due Date: February 2019



Task 4.4 Interpretative and Education plan will become part of the operating plan and agreement.

Cost estimate: \$0

Responsibility: City and Forest Service

Due date: April 1, 2019

Total cost Task 4: \$6,000

Task 5: Develop a personnel organization chart for operations: reservation system, HL onsite management, shuttle operations and administration roles.

Task 5.1 Identify FS and City personnel organization with assigned supervisor/leadership roles and wage estimates.

Cost estimate: \$2,000 (50/50 in kind)

Responsibility: Forest Service and City

Due date: November 15, 2018 (at minimum for FS personnel needs)

Total cost Task 5: \$2,000

Task 6: Amend the agreement with an approved annual operating plan and financial plan

Task 6.1 Collaboratively develop the annual operating plan with task/responsibilities outlined for each party.

Cost estimate: \$2,000 (50/50 in kind)

Responsibility: Forest Service and City

Due date: March 15, 2019

Task 6.2 Collaboratively develop the annual financial (budget) plan with in kind and cash contributions outlined for each party. Negotiate cooperatively the contributions the Forest Service will receive in a collection agreement to hire FS personnel onsite at Hanging Lake.

Cost estimate: \$2,000 (50/50 in kind)

Responsibility: Forest Service and City

Due date: December 31, 2019

TERM OF OPERATING PLAN: TIMELINE

The Pre-implementation startup project work will be completed during the period starting the date of the fully signed agreement and ending 5/1/2019. After this date an amendment to the Operating Plan will be included for Hanging Lake Implementation will go into effect 5/1/2019 through the end of agreement. In spring of 2019 parties will write an operating plan for implementation of shuttles and mgmt. plan. This amended plan should be signed by April 1, 2019.

Anticipated approximate start and end dates for tasks are as follows:



Tasks 1-6 and all associated sub tasks will begin as of the last signature of the agreement and completed by specified due dates.

PERSONNEL

U.S. Forest Service personnel will work closely with the Cooperator as well as other partners to accomplish the work outlined in this operating plan.

Below is the phase 1 Financial Plan for this Agreement and Operating Plan. The financial plan estimates the interchange of funds, services, equipment, supplies, and other resources contributed to the cost of the project and outlines the funding responsibilities of each party. Funds may be carried forward to the next fiscal year and will be available to spend through the term of this Agreement. This financial plan shall be updated and negotiated annually. There are no Federal funds allocated on phase 1 of this partnership.

BUDGET SUMMARY AND FINANCIAL PLAN

Below is the Financial Plan for FS Agreement No. 19-PA-11021500-002 and this Operating Plan for the project work shown above. There are no Federal funds or City funds (i.e., FS or City Cash Funds) obligated for this Operating Plan.

Cost Element	Project/Activity	U.S. Forest Service Cost Estimate	City of GWS Cost Estimate	Cost Estimate
Task 1	Reservation System	\$200.00	\$5,000.00	\$5,200.00
Task 2	Plans Development	\$60,000.00	\$8,000.00	\$68,000.00
Task 3	Communication Plan	\$4,000.00	\$4,000.00	\$8,000.00
Task 4	Interpretation Plan	\$3,000.00	\$3,000.00	\$6,000.00
Task 5	Organization Plan	\$1,000.00	\$1,000.00	\$2,000.00
Task 6	Implementation Plan	\$2,000.00	\$2,000.00	\$4,000.00
Total		\$70,200.00	\$23,000.00	\$93,200.00

ROLES AND RESPONSIBILITIES:

The USFS will perform the following:

- Forest Service will take on roles/responsibilities of working with CDOT and VOLPE and serve as the main point of contact to coordinate with other stakeholders and partners.
- Forest Service shall provide Law Enforcement jurisdiction on NFS lands but working in cooperation with local sheriff, Colorado State Patrol, and City enforcement for support.
- Assist the City in responding to situations that require Law Enforcement or management determinations.
- Create a monitoring plan and adjust management actions according to an adaptive management approach as defined in the HL Management Plan. The District Ranger holds the authority to make final decisions with management changes.
- The Forest Service shall hire, train and supervisor Forest Service employees.



The Cooperator will perform the following:

- Issue contracts or complete a prospectus process to provide the deliverables in this agreement.
- The Cooperator shall provide funds for FS staffing in the amount agreed upon in the operating and financial plan annually. The amount the City will provide to the FS for staffing needs at Hanging Lake shall be negotiated at the end of each preceding year and will be included in the operating plan.
- The Cooperator shall hire, train and supervises City employees.
- The Cooperator shall manage and oversee subcontractors, the reservation system and shuttle operations.



SUPPLEMENT A

Co-Operate Facilities

Placeholder: Supplement A is for outlining roles and responsibilities for co-operate facilities (with or without Forest Service employees) in any public or private building for the sale or distribution of educational and interpretive materials, products, programs, and services, pertaining to NFS lands, private lands, and lands administered by other public entities. Section will be incorporated to the Agreement via Modification, as necessary.

Optional format for Project Performance Report, (FS-1500-23).

Optional Project Performance Report*

1. Recipient/Cooperator Name: _____	
2. Agreement Number: _____	3. Project Title: _____
4. Reporting Period End Date: _____	5. Report Type: ☐ Interim ☐ Final

For each program/project in the agreement narrative, please provide brief information on the following:

6. Status Summary:

7. What has been accomplished to date? Please provide a comparison of actual accomplishments to the objectives established in the agreement narrative (quantify where possible):

8. Any problems encountered? Explain delays or changed costs or conditions that significantly impair the ability to meet agreement objectives and timelines. If necessary, please work with the F.S. program manager for an extension of the agreement period.

9. Any changes that you plan to propose? Please work with F.S. program manager to determine if a modification is needed (e.g., a change is needed to the objectives or financial plan).

10. Briefly describe work to be performed during the next reporting period.

11. Any other comments considered of importance but not discussed above?

12. Signatures of Authorized Representative: by signature below, the signing parties certify that they are the official representatives of their respective parties and authorized to act in their respective areas for matters related to the above-referenced grant/agreement.

Submitted: Cooperator Program Mgr	Signature: _____	Date: _____
	Name/Title: _____	Phone: _____



*Note to Cooperator Project Lead: This optional form helps respond to the performance reporting required by the agreement.

Reviewed: FS Program Mgr	Signature: _____	Date: _____
	Name/Title: _____	Phone: _____

*Note to F. S. Program Manager: Please document this and any other monitoring activity in NRM or send to G&A Personnel.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

INSTRUCTIONS FOR FORM FS-1500-23

1. Enter the recipient's or cooperator's name.
2. Enter the original U.S. Forest Service agreement number.
3. Enter the project's title.
4. Enter the type of report.
- 6-8. Provide information related to each program/project in the agreement narrative.
11. Self explanatory.

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EXHIBIT B – HANGING LAKE SHUTTLE SERVICES

1. **Shuttle Service:** Contractor will operate a shuttle service from the ice rink inside the Glenwood Springs Community Center, which shall serve as the Hanging Lake Welcome Center (the “Welcome Center”), to the Hanging Lake area from 6:45 am to 8:00 pm during Peak Season (May 1 through October 31). The total number of visitors to the Hanging Lake area shall not exceed 615 per day. Each shuttle ticket holder will have a specific departure time from the Welcome Center and from the Hanging Lake Base. Before leaving the Welcome Center guests will check-in, receive their tickets, and watch a short informational video about Hanging Lake. Contractor may schedule special events relating to the shuttle as long as the daily visitor capacity does not exceed 615.
2. **Peak Season Ticket Sales:** During Peak Season Contractor will sell tickets to Hanging Lake in person at the Welcome Center, at Glenwood Adventure Company, via phone, and online through the reservation system. A select number of tickets will be released for daily time slots three months in advance, two months in advance, and within 30 days, including the day of the trip. There are two types of ticket options available during Peak Season: a ticket to access Hanging Lake via shuttle and ticket to access Hanging Lake by hiking or biking. Contractor shall charge \$12 for a shuttle ticket. Contractor shall offer a minimum of 5% of total available tickets for the Peak Season (5,658 tickets) for hiking or biking access at a discounted rate of \$9.50 per ticket for a limited time during the month of April (“Pre-Season”). Once the available discounted tickets are sold or at the end of the Pre-Season, whichever occurs first, Contractor will charge \$12 for a ticket to access Hanging Lake by hiking or biking.
3. **Off-season Ticket Sales:** During off-season Contractor will offer a \$10 self-drive access ticket that will be sold for a specific time similar to the shuttle schedule. Contractor will sell these off-season tickets in person at Glenwood Adventure Company, via phone, and online through the reservation system.
4. **Reservation System:** On or before April 1, 2019, Contractor will provide a browser-based reservation system with mobile abilities that will monitor and ensure the 615 daily visitor capacity is not exceeded. The system will allow a customer to purchase a ticket for a specific shuttle date and time, will send a confirmation email with a recommended gear list and details regarding the trail and hike, and will send automatic reminder and follow up emails and a short survey to help evaluate the guest visit. Online ticket sales will be limited to 20 per transaction to prevent scalping of tickets. Tickets in excess of 20 can be purchased by phone. The phone for Hanging Lake Shuttle Services will go live on March 1, 2019.
5. **Customer Service:** Contractor will be responsible for responding to any customers questions or complaints regarding the services provided.
6. **Staffing:** Contractor will provide all staff necessary to perform the foregoing services described herein, including a Transportation Logistics Coordinator to manage and oversee the shuttle at the Welcome Center; employees to check in guests, sell tickets and respond to questions from customers; bus drivers; a Hanging Lake Base Area Coordinator to meet and greet guests at the trail and ensure all shuttle guests have returned to the Welcome

Center at the end of the day; and office staff to answer calls, questions and take reservations.

7. **Cleaning Hanging Lake Rest Area and Restrooms:** Contractor will be responsible for all aspects of cleaning the Hanging Lake rest area restrooms and restocking supplies, including toilet paper, soap, and cleaning supplies, during the Peak Season. Contractor or CDOT shall provide the foregoing supplies.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PG

DATE (MM/DD/YYYY)

04/26/19

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

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

PRODUCER Thompson-Gusic Insurance Group 4067 Greensburg Pike Pittsburgh, PA 15221 T. Robb Gusic		412-271-8888 412-271-8898	CONTACT NAME: Patricia J Gusic PHONE (A/C, No, Ext): 412-271-8888 FAX (A/C, No): 412-271-8898 E-MAIL ADDRESS: pat@thompsongusic.com PRODUCER CUSTOMER ID #: BRECK-1
INSURED BreckDirect LLC dba Peak 1 Express and Peak One Express P O Box 2878 Breckenridge, CO 80424		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PHPK1840244	06/26/18	06/26/19	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY	X		PHPK1840244	06/26/18	06/26/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED REGARDING OPERATIONS OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER**CANCELLATION**

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
T. Robb Gusic

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Mary Lou Haflinger

From: Ken Murphy <ken@adventureoutdoorsco.com>
Sent: Friday, April 26, 2019 10:40 AM
To: Mary Lou Haflinger
Subject: Re: Insurance certs Hanging lake

*4/29/19: Steve said he talked
w/ Ken and that's some
requirement from the PUC;
Steve sent it to Karl for
his response*

We own them

Ken Murphy
Adventure Outdoors LLC
www.glenwoodadventure.com
www.lakotaguides.com
723 Cooper Avenue
Glenwood Springs Co 81601
970-945-7529

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On Fri, Apr 26, 2019 at 10:39 AM Mary Lou Haflinger <marylou.haflinger@cogs.us> wrote:

What's the relationship between those two companies?

From: Ken Murphy <ken@adventureoutdoorsco.com>
Sent: Friday, April 26, 2019 10:38 AM
To: Mary Lou Haflinger <marylou.haflinger@cogs.us>
Subject: Re: Insurance certs Hanging lake

No, we are not. Peak one is listed PUC transportation lic

Ken Murphy

Adventure Outdoors LLC

www.glenwoodadventure.com

www.lakotaguides.com

723 Cooper Avenue

Glenwood Springs Co 81601

970-945-7529

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On Fri, Apr 26, 2019 at 10:24 AM Mary Lou Haflinger <marylou.haflinger@cogs.us> wrote:

The City's agreement is with H2O Ventures, LLC which is not referenced on this certificate of insurance. Will you be obtaining insurance in that name?

Mary Lou

From: Ken Murphy <ken@adventureoutdoorsco.com>

Sent: Friday, April 26, 2019 10:13 AM

To: Mary Lou Haflinger <marylou.haflinger@cogs.us>; Gilles, Marcia -FS <mgilles@fs.fed.us>

Subject: Insurance certs Hanging lake

Please see attached documents for proof of Insurance and cert of Insurance for both the City of Glenwood Springs and USFS for the Hanging Lake transportation contract.

Thank you

Ken Murphy

Adventure Outdoors LLC

www.glenwoodadventure.com

www.lakotaguides.

723 Cooper Avenue

Glenwood Springs Co 81601

970-945-7529

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: PG

DATE (MM/DD/YYYY)

06/28/19

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

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

PRODUCER Thompson-Gusic Insurance Group 4067 Greensburg Pike Pittsburgh, PA 15221 T. Robb Gusic	412-271-8888 412-271-8898	CONTACT NAME: Patricia J Gusic PHONE (A/C, No, Ext): 412-271-8888 E-MAIL ADDRESS: pat@thompsongusic.com PRODUCER CUSTOMER ID #: BRECK-1	FAX (A/C, No): 412-271-8898
INSURED BreckDirect LLC dba Peak 1 Express and Peak One Express P O Box 2878 Breckenridge, CO 80424	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity		18058	
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	PHPK1997842	06/26/19	06/26/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	PHPK1997842	06/26/19	06/26/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DEDUCTIBLE ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED REGARDING OPERATIONS OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
T. Robb Gusic

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A PROCLAMATION HONORING MATT NUNEZ

WHEREAS, Matt Nunez is a fifth generation Coloradan, with deep generational roots having served our state and country in both the military and government, and;

WHEREAS, Matt graduated from St. Edwards University and currently lives in Glenwood Springs where he is an Economic Development Specialist for the City of Glenwood and an amateur photographer and;

WHEREAS, Matt designed the new background for the Colorado Driver's License, and;

WHEREAS, Matt's design was chosen out of 280 entries from 119 entrants, with over 55,000 Coloradans voting, and;

WHEREAS, Matt is quoted as saying the final product was a "labor of love" as it took months to develop the photo, and

AND WHEREAS, his landscape will garnish the Driver's Licenses of Coloradans everywhere and they will have a glimpse into how lucky the City of Glenwood is to have Matt Nunez as a member of our Economic and Community Development team.

THEREFORE BE IT RESOLVED, I, Jonathan Godes, Mayor of Glenwood Springs in the State of Colorado, ask all our city residents to join me in proudly honoring and celebrating Matt for his profound accomplishment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Glenwood Springs, Colorado to be affixed, this 4th day of March, in the year 2021.

Jonathan Godes, Mayor



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Blake Street Configuration

Action Requested: Review and approval of an option for Blake

Department: Engineering

Presented By: Terri Partch, City Engineer

Background Info: In 2010, the City Council and the Colorado State Transportation Commission approved the recommendations of a study that evaluated reducing congestion on SH 82. One of the many recommendations was to open Blake Gate to allow local traffic to use the City street network instead of getting on SH 82.

Many residents on Blake fear that opening Blake Gate will lead to additional traffic on their street. It is true that particularly in the afternoons, traffic on SH 82 will try to get off of the road and find a faster way to I-70.

With the development of the new multi-family housing at Blake and Palmer, the traffic study done for the project modeled the gate as open, to split the traffic impact of the new development between 27th and the Blake intersection on SH 82. At the time, the Council directed that the gate be opened for construction purposes, and then permanently opened with the occupancy of the development.

The development was sold and re-entitled. Council in October voted to delay 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.

Staff met with the new developer, groups of residents and held another public meeting to get input on the gate opening, and options for controlling speed and cut-through on Blake.

The neighborhood is still concerned about the possibility of cut-through traffic and pedestrian safety, and would prefer a one-way southbound orientation on Blake between 26th and 27th to prevent traffic coming off of SH 82 and avoid congestion. This is also the recommendation of the Transportation Commission.

Issues: Changing the road configuration to one way changes existing traffic patterns, increases traffic on other roads that weren't previously affected and creates "dead end" streets where a turn around would be needed. One way roads also reduce the City's circulation and emergency response.

The Community Development Department has received construction drawings for approval for the Bell Rippy project and will be negotiating the development agreement as part of the final land use approval, before the building permit submittal, in the next month to six weeks.

Staff Recommendation: Staff recommends keeping all roads with a two way configuration, but adding traffic calming elements outlined in the presentation or advisory bike lanes to slow cut through and neighborhood traffic.

Blake Avenue Improvements

City Council Meeting

February 4, 2021



Agenda

- **Alternative Overview**
 - Alternate A: Replace in kind
 - Alternate B: One-Way
 - Alternate C: Advisory Bike Lane
 - Alternate D: Two-Way with Raised Path
- **Questions**



February 4, 2021

Blake Avenue Alternative A: Replace in kind only



February 4, 2021

26th Street Alternative A: Replace in kind only



February 4, 2021

Evaluation of Alternative A: Replace Existing Condition

Benefits:

- Lowest cost option
 - 1.0 Cost Magnitude
 - Assumed with no traffic calming, roadway improvements (curb, gutter, striping, etc)
 - Facilitated within existing Right of Way
 - Minimal materials
- Maintains city circulation
- Low impact to neighbors

Drawbacks:

- No curb and gutter
- Does not provide pedestrian facilities (sidewalk)
- Does not provide bicycle facilities (bike lanes, sharrows may be accommodated)
- No traffic calming
- No improvements to Palmer Avenue
- Could lead to congestion during peak hours

February 4, 2021



Blake Avenue Alternative B: One-Way

Neighborhood traffic heading NB on SH 82

- Forced to 24th Street or 23rd Street

One way SB from 23rd Street to 26th Street

- NB traffic is forced to Palmer Avenue at 26th Street

One way SB from 26th Street to 27th Street

- Blake Avenue traffic NB is forced to the SH 82 Intersection
 - Potentially lower LOS at 27th, 29th, and Blake Avenue intersections with SH82
 - CDOT will not allow more time at the signals, may require improvements
 - Road length is less than 190 feet at 27th Street
 - Current AM/PM LOS D @ 27th Street/SH 82 Intersection
 - Approximately 26-31 seconds is allotted to clear the west-bound leg
 - Significant cost Acquisition of Right of Way (Carpet One)
- More traffic at 27th Street could limit RFTA exiting traffic
- Could increase *standing traffic* in the Blake Avenue neighborhood during high traffic times or delays
- People may ignore one way

SB through the old Blake Gate Location

- Narrow road section (10') EMS does not currently access through this location. If they needed to, they could go the wrong direction
 - Potentially lower LOS at 29th Street and Blake Avenue intersections with SH82.
 - Increase turn arounds at Wal-Mart, potential unsafe movements if people elect to travel the wrong direction through this location

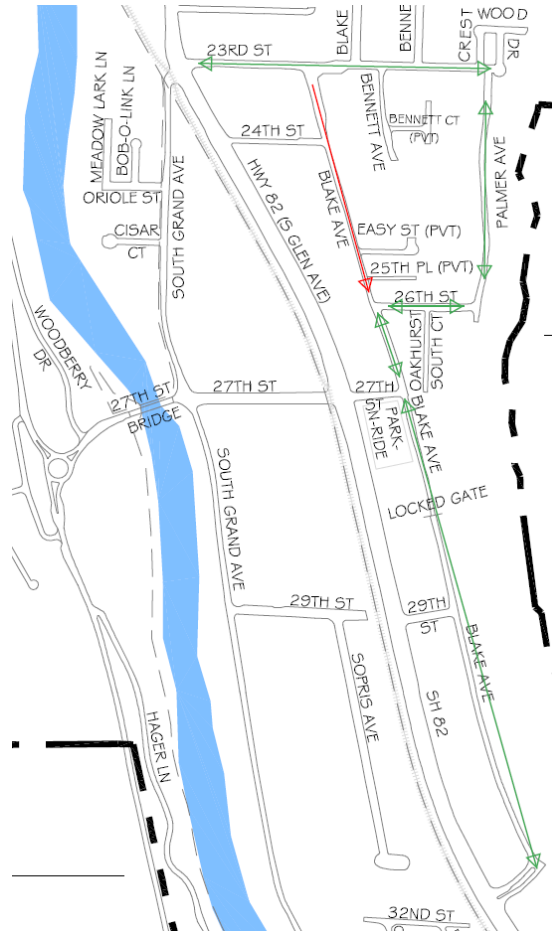
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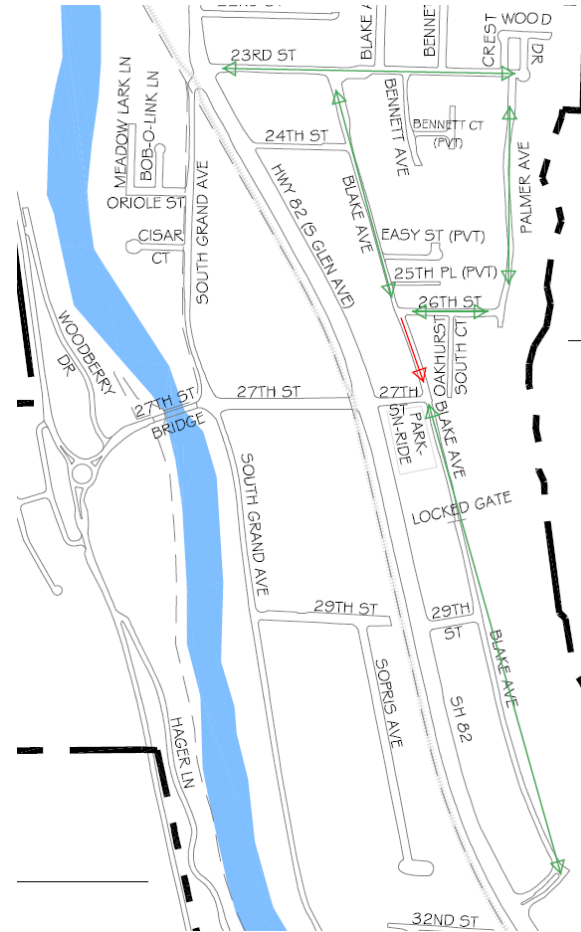
Blake Avenue Alternative B: One-Way

Similar to Alternative A/1

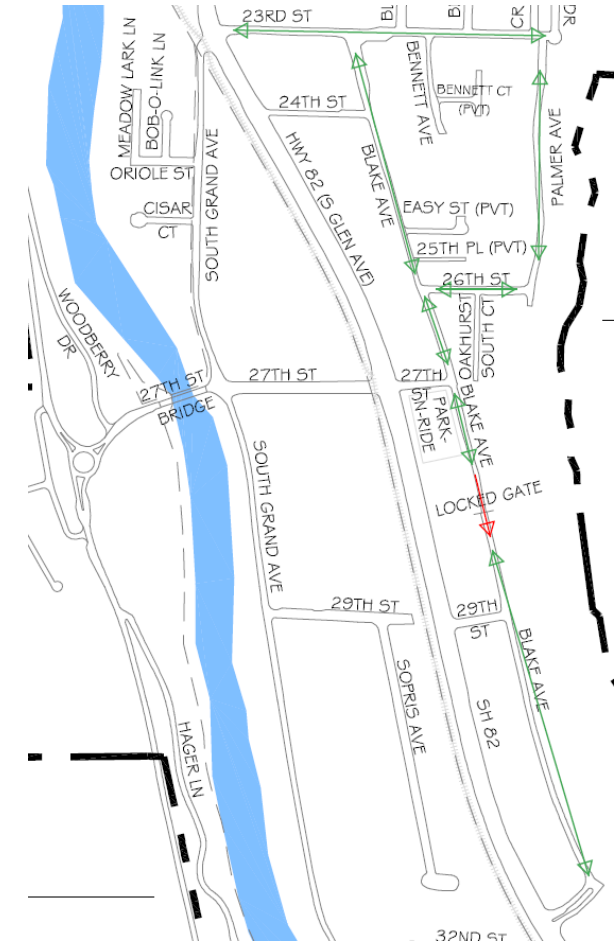
- Minimum width of 20' for emergency response, but could be less at current gate location.



SB from 23rd Street to 26th Street



SB from 26th Street to 27th Street



SB through the old Blake Gate Location

February 4, 2021

Evaluation of Alternative B: Blake Avenue One-Way

Benefits:

- **Southbound movement**
 - Lowers volumes
 - Discourages SH 82 traffic from taking Blake Avenue
- **Lower cost option**
 - Cost Magnitude varies (1.2-1.7)
 - Dependent on traffic calming options used, the location of the one-way and the length of the one-way
 - Facilitated within existing Right of Way
 - Minimal materials
- **Could facilitate a separate pedestrian facility (with added costs)**
- **Easily converted to another design if not successful**
- **Low impact to neighbors**

Drawbacks:

- **No curb and gutter**
 - Does not consider drainage (currently)
- **Bicycle traffic would oppose vehicular traffic**
- **Physical barriers and signage necessary**
 - Some neighbors and commuters will choose to go the wrong direction rather than drive out of direction/take the long way
- **Lower city circulation**
 - Less options
- **Increase Palmer Avenue traffic during periods of congestion**
- **Increased backups in the neighborhood**
- **Would limit RFTA Access**
- **Lowers LOS across multiple SH82 accesses**
 - 29th is slated for a ¾ movement (no SB 82 Access)

February 4, 2021



Public Feedback

My concerns about a one-way Blake Avenue configuration (select all that apply)

	TOTAL	Person 1	Person 2	Person 3	Person 4	Person 5	Person 6	Person 7	Person 8	Person 9	Person 10	Person 11	Person 12
I do not have concerns	2	1								1			
One way would make travel difficult for the neighborhood	5		1			1	1				1		1
Engineering has concerns about circulation needs for the city as a whole	3		1				1				1		
One way south bound would force afternoon back up traffic onto Palmer	6		1	1		1			1		1		1
This could delay traffic more in the event of an evacuation	2		1			1							
Other	4		1	1			1	1					

Other comments:

- Blake Ave one-way southbound from 24th to 26th Streets will be the most definitive solution for keeping drive-off commuter traffic from utilizing Blake Ave ALL the way through town from McDonalds to 8th or 9th Street. It would also maintain this NARROW section of Blake as a neighborhood street rather than a highway 82 bypass. Palmer Ave gets an assortment of traffic discouraging and calming measures.
- This gate/traffic issue has been uncomfortable for us as the one-way issue seemed to put some of us at odds, when for years we have been of one mind about most shared issues
- It will not be in anyway fair to add the traffic from the residents that live on Blake Avenue to have to travel around the block, up 26th and down Palmer just to get to the grocery store or town core.
- I think one way between 26th and 27th on Blake is a great idea. We are talking about cut through traffic and it is not tourists, it is locals that do it every day. This stops it. I do not think this puts much more pressure on the 27th and Blake intersection. You have 29th and the McDonalds to get on 82 north bound
- I would most like to see Blake Street one way from 26th to 27th if not permanently than at least until ALL discussed improvements are completed. Planters could be put on both side of Blake at the top of 27th to discourage drivers from going the wrong way on Blake.
- Feedback would say the idea of one way south of Blake between 26th - 27th should receive consideration. This includes input from residents of OakHurst, as it seems it will affect their access the most.

February 4, 2021





Alternative C: Advisory Bike Lanes

FHWA Guidance:

- Low-volume roads
 - 6,000 ADT or less
 - 3,000 ADT or less preferred
- Low-speed roads
 - 35 mph or less
 - 25 mph or less preferred
- Two-lane roads
- No centerline striping
- Roads with adequate sight distance
- Locations with constrained connections between biking and walking facilities
- Avoidance of bus or truck routes preferred
- Roads that are too narrow for typical biking facilities

February 4, 2021

Current Condition:

- Blake Avenue and Palmer Avenue have a combined ADT of less than 1500.
 - Counts were taken during significant congestion on SH 82, week of South Canyon Fire.
- Busses and trucks remain on SH 82

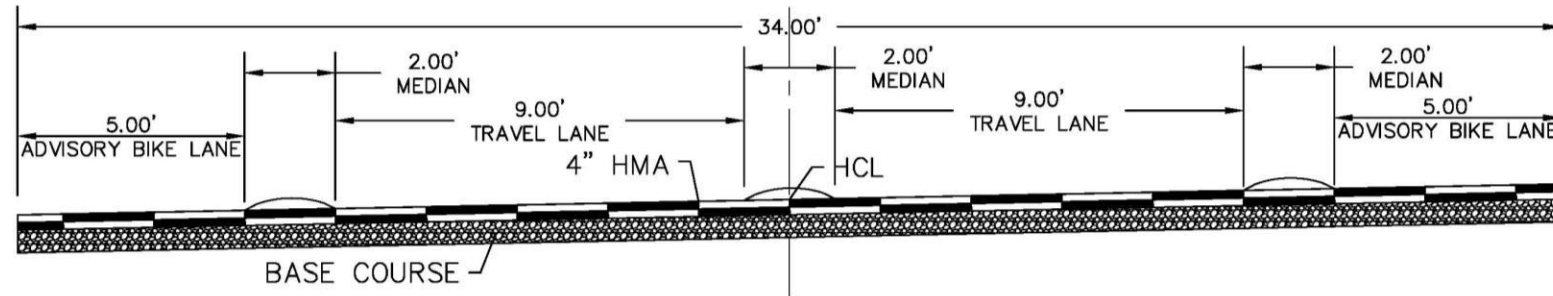
Blake Avenue:

- 15 MPH (23rd – 27th Street)
- Not striped
- Adequate sight distances
- Identified bike route in the Long-Range Transportation Plan
- Narrow Right of Way
 - Down to 26.5 feet, averages 30-35 feet

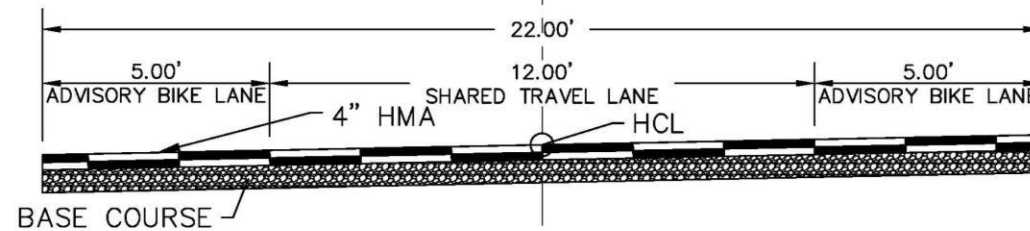
Palmer Avenue:

- 25 MPH, not signed
- Not striped
- Adequate sight distances

Blake Avenue Alternative C: Advisory Bike Lane



TWO WAY AT INTERSECTION
SCALE: 1" = 5'



TWO WAY BLAKE AVENUE ADVISORY BIKE LANE
SCALE: 1" = 5'

NOTE:

1. BLAKE AVENUE WAS SURVEYED FROM 23RD STREET TO 26TH STREET. REMAINING RIGHT OF WAY LINES AND PROPERTY LINES ARE APPROXIMATE AND NOT SURVEY ACCURATE. THEY ARE FOR INFORMATION PURPOSES ONLY.

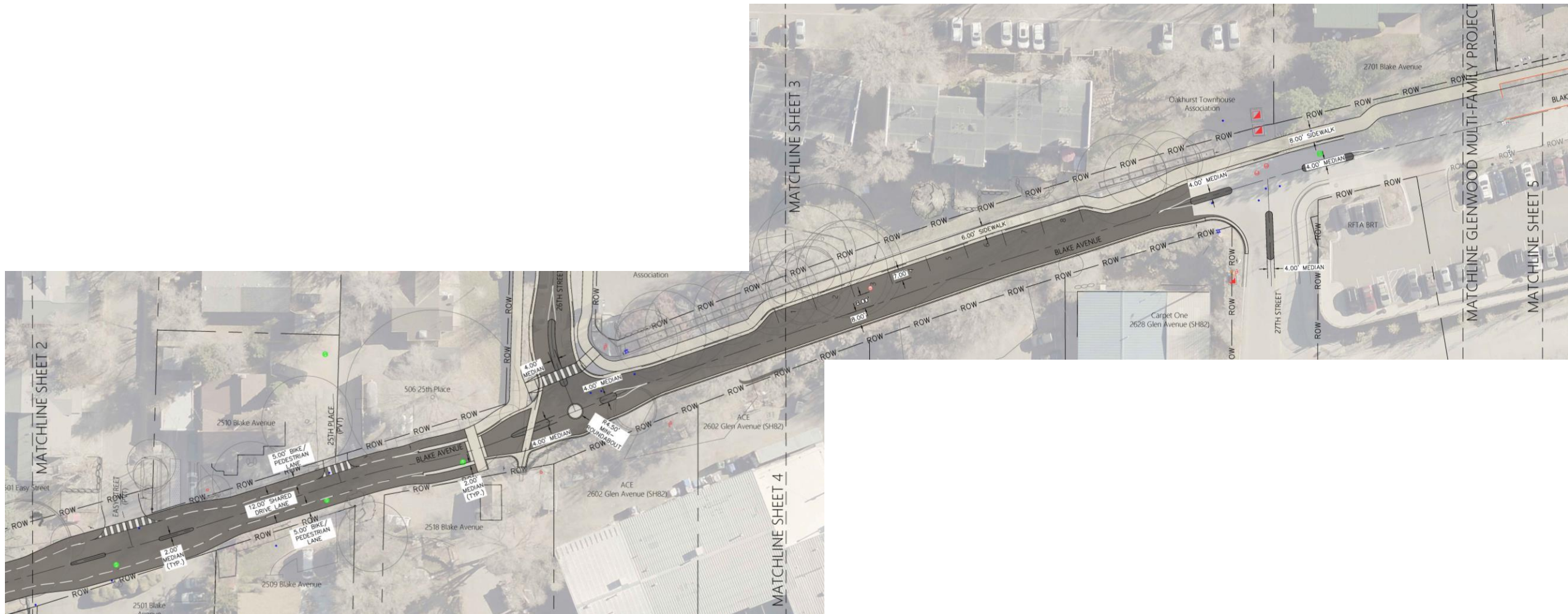
February 4, 2021

Blake Avenue Alternative C: Advisory Bike Lane Sketch



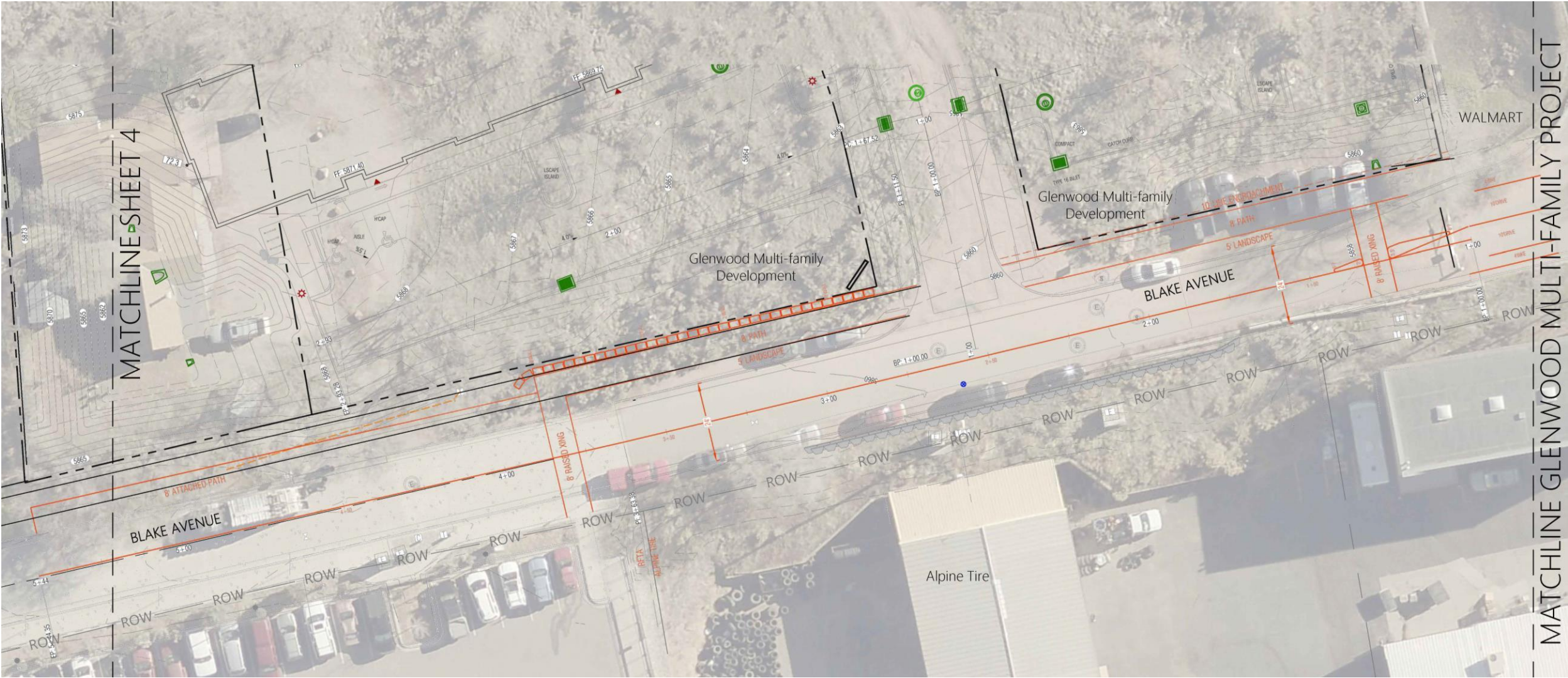
February 4, 2021

Blake Avenue Alternative C: Advisory Bike Lane Sketch



February 4, 2021

Blake Avenue Alternative C: Advisory Bike Lane Sketch





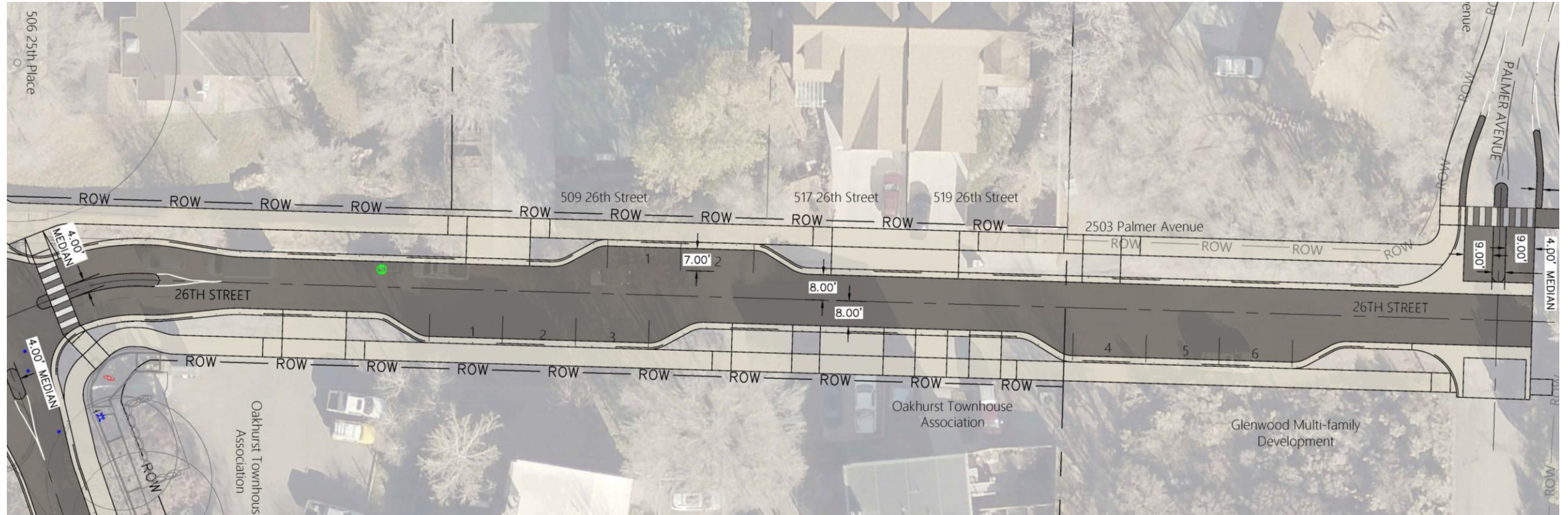
February 4, 2021

Palmer Avenue Alternative C: Advisory Bike Lane Sketch



February 4, 2021

26th Street: Connection to Advisory Bike Lane Sketch



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Evaluation of Alternative C: Advisory Bike Lanes

Benefits:

- **Prioritizes Bicycles and Pedestrians**
 - Equal users
- **Lower cost option**
 - Cost Magnitude (1.3)
 - Assumed colored pavement and striping
 - Not considered: curb and gutter, traffic calming
 - Facilitated within existing Right of Way
 - Minimal materials
- **Maintains city circulation**
- **Facilitates the missing bike connection outlined in the Long Range Transportation Plan**
- **Easily converted to another design if not successful**
- **Low impact to neighbors**

Drawbacks:

- **No curb and gutter**
 - Does not consider drainage (currently)
- **Does not provide pedestrians a separate (protected) space**
- **No on street parking**
- **Education is required for success**
 - Signage
- **Could lead to congestion during peak hours**

February 4, 2021



Feedback

Option A – Advisory Bike Lane – Two-way traffic in a shared middle lane, with vulnerable road users utilizing a path on the edge of either side of the roads.

My concerns about Option A are (select all that apply)

	TOTAL	Person 1	Person 2	Person 3	Person 4	Person 5	Person 6	Person 7	Person 8	Person 9	Person 10	Person 11	Person 12
I do not have any concerns about this approach	4		1			1	1						1
Traffic volumes are too high for this to work well	4	1		1				1				1	
Problematic during backups on Highway 82	6	1		1					1	1	1	1	
It will require a lot of education for this configuration and could be dangerous as people learn to use it	2			1						1			
Could be difficult during inclement weather	4			1			1		1	1			
Other	2			1					1				

I like the Advisory Bike Lane because

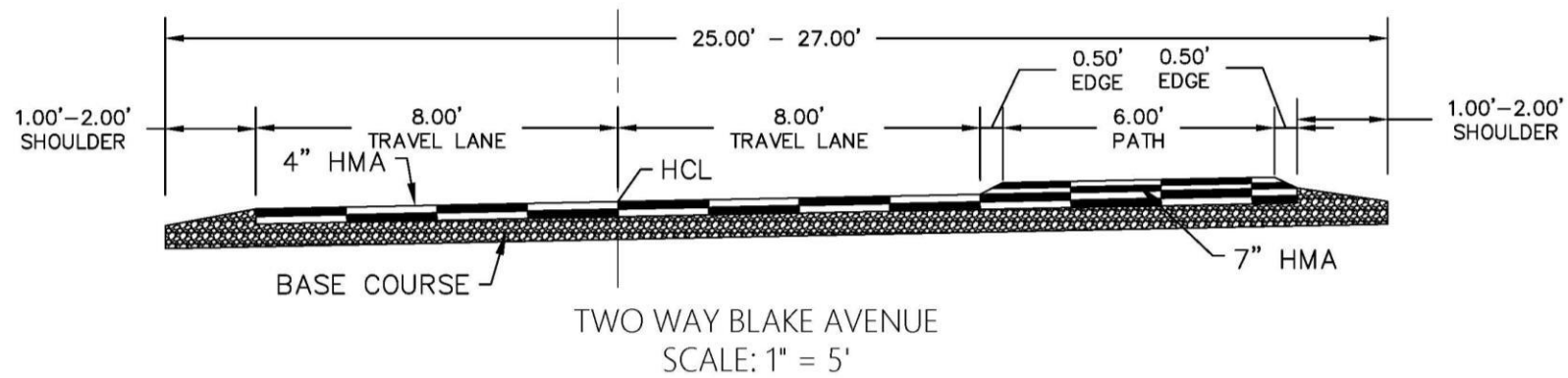
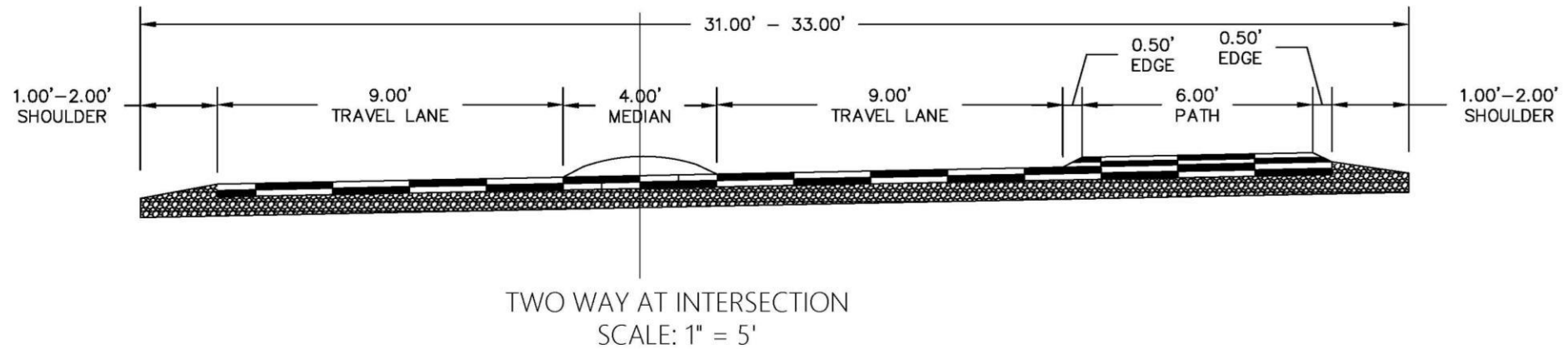
	TOTAL	Person 1	Person 2	Person 3	Person 4	Person 5	Person 6	Person 7	Person 8	Person 9	Person 10	Person 11	Person 12
I do not like this approach	1	1											
It would not require expansion of the roadway platform for a sidewalk/curb and gutter (which would impact houses along the road)	6	1					1		1	1		1	1
It offers a lower cost solution that could be implemented for a longer stretch of road initially	4		1				1		1	1			
The guidance says that an Advisory Bike Lane makes it easier to remove snow	3		1							1			1
It prioritizes vulnerable road users (cyclists and pedestrians)	6		1	1				1	1	1	1		
This approach will slow traffic down	7			1		1	1		1	1	1		1

Other comments:

- I'd like to commend the staff for some "out of the box" thinking. Out of all that was presented, I like the advisory bike lanes. I would strongly urge colored asphalt be used rather than paint to make the paths pop out more and for more durability as well as traffic tables or speed humps with a gap in the middle to facilitate drainage.

February 4, 2021

Blake Avenue Alternative D: Two-Way with Raised Path



NOTE:

1. BLAKE AVENUE WAS SURVEYED FROM 23RD STREET TO 26TH STREET. REMAINING RIGHT OF WAY LINES AND PROPERTY LINES ARE APPROXIMATE AND NOT SURVEY ACCURATE. THEY ARE FOR INFORMATION PURPOSES ONLY.

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Blake Avenue Alternative D: Two-Way with Raised Path



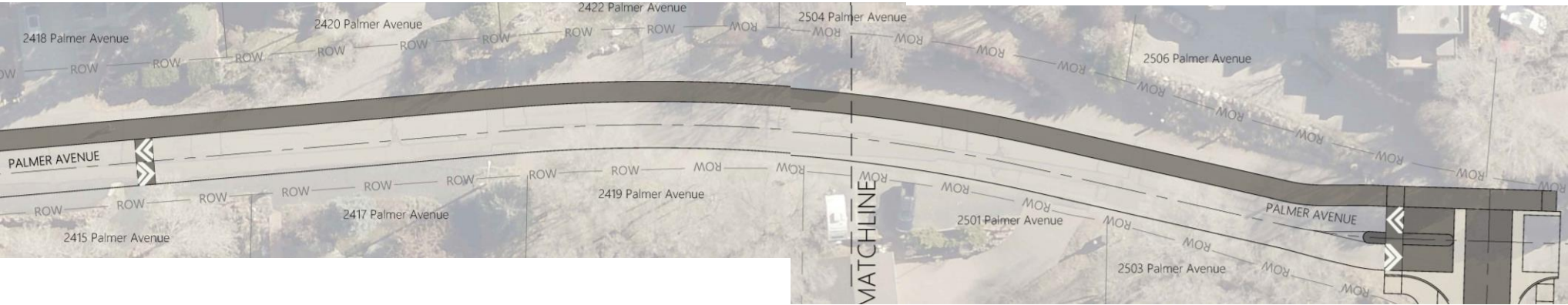
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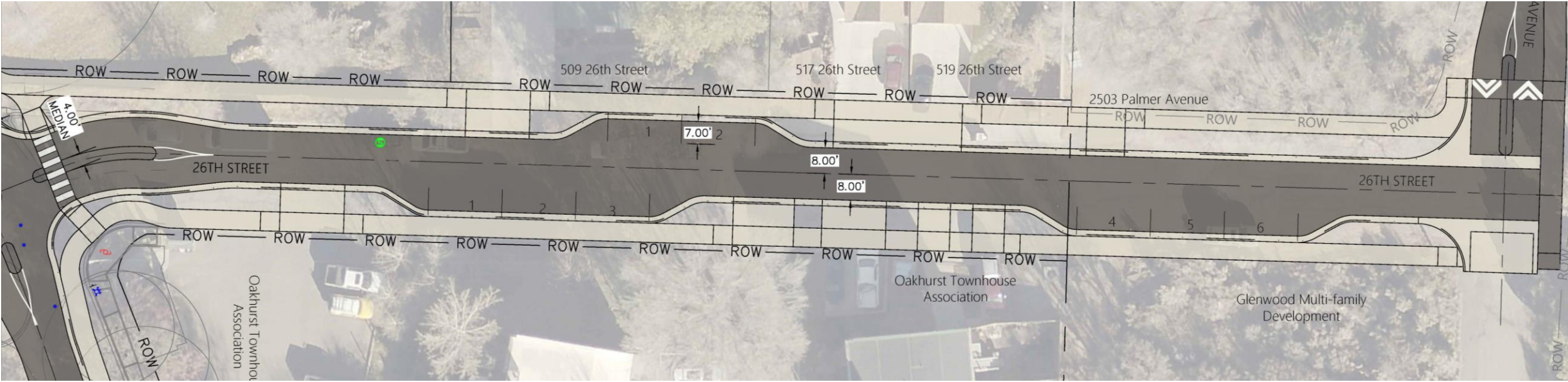


February 4, 2021

Palmer Avenue Alternative D: Two-Way with Raised Path



26th Street: Connection to Two-Way with Raised Path



Evaluation of Alternative D: Two-Way with Raised Path

Benefits:

- Separates pedestrians
 - Physical (vertical) separation
- Separation is mountable
 - Gives Cyclists the option to be on the path or in the roadway
- Lower cost option
 - Cost Magnitude (1.3)
 - Not considered: colored pavement, striping, curb and gutter, traffic calming
 - Facilitated within existing Right of Way
 - Minimal materials
- Maintains city circulation
- Facilitates the missing bike connection outlined in the Long Range Transportation Plan

Drawbacks:

- Separation is mountable
- Drainage will need to be considered
 - Potential pavement increase
 - May need curb and Gutter
- No on street parking
- Could lead to congestion during peak hours
- Harder to convert if not successful, but could mill and re-configure

February 4, 2021



Public Feedback

My concerns about two-way traffic with a path on the east side of Blake Avenue (select all that apply)

	TOTAL	Person 1	Person 2	Person 3	Person 4	Person 5	Person 6	Person 7	Person 8	Person 9	Person 10	Person 11	Person 12
I do not have any concerns about this approach	2		1										1
An improved road with two-way circulation will encourage cut-through traffic	7	1		1			1		1	1	1	1	
It will take the city too long to get through all of the phases	3			1					1	1			
People might park on the roadway or on the path	3			1			1				1		
Not enough rooms for pedestrians/cyclists	5					1		1	1	1	1		

I like two-way traffic with a path on the east side of Blake Avenue because (select all that apply)

	TOTAL	Person 1	Person 2	Person 3	Person 4	Person 5	Person 6	Person 7	Person 8	Person 9	Person 10	Person 11	Person 12
I do not like this approach	8	1				1	1	1	1	1	1	1	
There is a path created for pedestrians/cyclists	3		1	1						1			
An improved road with two-way circulation will encourage cut-through traffic	1		1										
This is a narrower section that will have less impacts to my property (neighboring properties)	1		1										
This is a narrower section that will slow traffic down	3		1	1									1

Other comments:

- No direct comments about this configuration, however it is obvious that this was the least liked configuration

February 4, 2021

Final Conclusions/Recommendations

- Neighborhood would prefer a one-way SB from 26th Street to 27th Street.
- Transportation Commission recommends one-way SB from 26th Street to 27th Street.
- City Staff does not support this configuration.
 - In a one-way SB configuration from 26th Street to 27th Street NB evening traffic entering the Blake or Palmer Neighborhood (including the Oakhurst Townhomes) will be forced up to 23rd Street or 24th Street, potentially causing congestion.
 - Without accurate analysis and counts, it is likely to cause a traffic overload at the 27th Street/SH 82 intersection during peak traffic hours.
 - NB traffic may ignore signage or other restrictions and still elect to make movements NB between 26th Street and 27th Street.
 - SB traffic looking to avoid the 27th Street/SH 82 intersection will continue south on Blake Avenue. If the Blake Avenue/SH 82 intersection is also backed up, traffic could head to 29th Street, which is slated to be a $\frac{3}{4}$ movement intersection. Impatience with traffic could lead to riskier movements by the travelling public and potentially lead to more traffic incidents.
- If one way on Blake Avenue is considered, Staff recommends a restricted movement with a 10' asphalt section from the Wal-Mart entrance to the New Palmer Avenue connection.
 - EMS currently does not access through the gate at this location, so a restricted roadway section will not hinder their response.
- City Staff supports maintaining full function of all public roads with two-way traffic and a raised sidewalk or advisory bike lanes.

February 4, 2021





Questions?

February 4, 2021

Review

- Options:

- Replace in kind (Alternative A)
 - 1.0 Cost Magnitude
 - Assumed with no traffic calming, roadway improvements (curb, gutter, striping, etc)
 - revised from last meeting, previously 16' section
 - 20' minimum for fire access
- Replace with a one way (Alternative B)
 - Cost Magnitude varies (1.2-1.7)
 - Dependent on traffic calming options used, the location of the one-way and the length of the one-way
 - Cost Magnitude varies due to location and length of One-Way
 - Still requires 20' for fire access
- Replace with an Advisory Bike lane (Alternative C)
 - Cost Magnitude (1.3)
 - Assumed colored pavement and striping.
 - Not considered: curb and gutter, traffic calming
 - 12' shared lane, 5' bike/pedestrian lanes
- Replace with two way and raised asphalt path (Alternative D)
 - Cost Magnitude (1.3)
 - Not considered: colored pavement, striping, curb and gutter, traffic calming
 - 16' travel lanes with a 6' path
- Replace with upgraded section, two-way traffic (Would need significant funding and planning)
 - 2.5 Cost Magnitude
 - 20' asphalt, curb and gutter, and 4' sidewalk
 - Will require ROW acquisition

February 4, 2021





MINUTES
CITY OF GLENWOOD SPRINGS
SPECIAL
CITY COUNCIL MEETING
July 23, 2020
101 W. 8TH 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.



MAYORS AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
OCTOBER 1, 2020
101 W. 8TH STREET
6:15 PM

REGULAR SESSION

5. Roll Call

Mayor Jonathan Godes called the meeting to order at 6:15 PM. Present at roll call: Charlie Willman, Rick Voorhees, Shelley Kaup, Jonathan Godes, Steve Davis, Paula Stepp, and Tony Hershey.

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, Brian Smith; Parks and Recreation Director, and Gretchen Ricehill; Assistant Director for Economic and Community Development, and Lieutenant Bill Kimminau.

6. Pledge of Allegiance

Mayor Godes led in the pledge of allegiance.

7. Agenda Changes & Conflicts

Item 11 was a work session item that was moved to the regular agenda after the initial publication.

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

Cassandra Irving, Executive Director of Game on Camps, asked for a permit to use Sayer Park for their championship basketball tournament next weekend and that their athletes may be mask free.

Cindy gave her support to the Game on Camps request.

Ann O'Brien gave her support to the Game on Camps request.

City Manager, Debra Figueroa, said that the State discourages youth not to wear masks during contact sports, the County Health Department does not support or recommend this request. The staff recommends following the State and County guidelines and does not support this request as well.

Council agrees with staff.

9. Council Comments

Councilor Voorhees announced that tonight would be his last meeting.

Mayor Pro Tem Kaup encouraged the community to hang in there with the mask mandate.

Councilor Willman wanted to extend exemptions of sections of the sign code to help our local businesses. He also brought up the uncertainty of Halloween for discussion

Parks and Recreation Director, Brian Smith, said the City is working on a Halloween Spectacular that would include a Downtown pumpkin scavenger hunt with participating businesses and a festive event at the Community Center

that will include movies.

10. Consent Agenda

- A. Award of FFTP 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
- E. July 16 Regular Minutes, July 22 and July 23 Special Meeting Minutes

Councilor Willman, seconded by Councilor Stepp moved to approve the consent agenda.

Motion passed unanimously

11. Aspen Valley Land Trust Presentation

Garfield County Commissioner Tom Jankovsky, Erin Quinn, Aspen Valley Land Trust, Laura Speck, Parks and Rec Commission, and Ron Rash, Roaring Fork Outdoor Volunteers, presented.

Tom Jankovsky asked if there is anything that can be done about the extensive trash on the land East of Bell Rippy and East of Walmart. He also said that the landowner wanted to donate the land to either the County or the City to use as an open space. The county did not have a use for the land.

Erin Quinn said this is a great opportunity to use this property as a recreation spot. She does recognize the property is currently a health and fire hazard and needs work and the cost that involves. She said the Aspen Valley Land Trust is willing to help with this cost. She stated that they are trying to apply for a \$150,000 grant that would cover some of the cost but in order to apply it would require the property being under long term ownership.

Ron Rash stated that their organization was willing and could build trails, benches, and picnic tables. They would also be able to help remove the trash once the hazardous material is removed.

Parks and Recreation Director, Brian Smith recommends letting this proposal go to the Parks and Rec Commission first. He also states that the main issue is the homeless encampment.

Lieutenant Bill Kimminau said there would be enforcement issues both legally and logistically.

Mayor Godes opened the item for public comment.

No comments were made.

Mayor Godes closed the item for public comment.

Council requested that Aspen Valley Land Trust apply for the grant and had the support of the council. They also took staff's recommendation.

12. CONTINUED FROM SEPTEMBER 17, 2020 MEETING Appointments to Boards and Commissions
-Historical Preservation Commission

Councilor Willman, seconded by Mayor Pro Tem Kaup, moved to table item 12 until a later point in the meeting.

Motion passed unanimously

13. Budget 2021 Discussion

Debra Figueroa, City Manager, and Steve Boyd, COO, presented.

Mayor Pro Tem Kaup, seconded by Mayor Godes, moved to authorize staff to publish the draft 2021 budget for the public to view.

Motion passed unanimously

14. RWAPA IGA and Bylaws

Councilor Willman, seconded by Councilor Davis, moved to table item 14 until the next Council meeting.

Motion passed unanimously

15. GoEV City

Stefan Johnson, Transportation Program Manager with CLEER, presented the GoEV City initiative. This initiative requests that the city fleet would become electric as well as working with RFSD and RFTA to have them transition their buses to electric. Also, it asks that the City make it convenient for citizens to own electric vehicles.

Council directs staff to work with Stefan for further analysis and information.

16. Blake Gate

Councilor Davis, seconded by Mayor Godes, moved to accept, without a presentation, staff's recommendation in the report to open the Blake Gate at that time in the future.

Motion passed unanimously

17. IGA Agreement Approval with NWCCOG for Co-located Rack Space within the 910 Telecom Internet Leasing Location in Denver, Colorado

Matt Langhorst, Public Works Director, presented that Denver wanted to share a location with us. This will cut costs on the City's broadband.

Councilor Davis, seconded by Councilor Willman, moved to approve the IGA Agreement Approval with NWCCOG for Co-located Rack Space within the 910 Telecom Internet Leasing Location in Denver, Colorado.

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

Nays: Hershey

Motion passed.

18. Award of Bid BD2020-031 for Networking Equipment and Associated Accessories to One Technology Corporation

Matt Langhorst, Public Works Director, presented that this item is regarding the router that is going to be put in the Denver location.

Councilor Davis, seconded by Councilor Willman, moved to approve the Award of Bid BD2020-031 for Networking Equipment and Associated Accessories to One Technology Corporation.

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

Nays: Hershey

Motion passed.

CONTINUED FROM SEPTEMBER 17, 2020 MEETING Appointments to Boards and Commissions
-Historical Preservation Commission

- 19.

Councilor Hershey, seconded by Councilor Willman, moved to table Appointments to Boards and Commissions-Historical Preservation Commission- until the next Council meeting.

Motion passed unanimously

20. Report from City Administration

- A. City Manager
- South Midland Construction Bidding Update

Terri Partch, City Engineer, reported that the South Midland construction bid went out yesterday and the City expects the bids to come back by October 30th. Also, South Bridge is on the verge of being signed by CDOT and FHWA.

- B. City Attorney

- C. Correspondence Incoming/Outgoing

21. Adjournment

Meeting adjourned at 9:50 PM.



City of Glenwood Springs Transportation Commission

Formal Recommendations

March 2, 2021

Council –

The following formal recommendations have been considered and passed by the City of Glenwood Springs Transportation Commission. All these matters address transportation issues which the majority of the Commissioners consider to be important and timely.

We understand that one or more of such matters will come before you at this Thursday's meeting. As reflected below, we, the Commissioners, hope that you will consider these recommendations at your meeting, including whether to put each of them into immediate effect.

- Sandy Lowell, Chair

Recommendation #2:

The Transportation Commission recommends to City Council that the Blake Gate be opened as soon as possible, with a minimum of improvements, with a one-way southbound only stretch between 26th and 27th Street, on a temporary basis (with an intention to revisit the issue in 6 months' time).
(Motion passed 5-2) (Dec. 20, 2020).



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: South Bridge Design Vote

Action Requested:

1. Council decision to include a tunnel under the municipal airport in the South Bridge project or not.
2. Council decision to shorten the runway, or not. If so, which option is preferred, Option 1 or 2 in the presentation?

Department: Engineering

Presented By: Terri Partch, City Engineer

Background Info: In November the Council asked that staff and the consultant evaluate options to remove the tunnel to lower the overall project cost.

If the Council chooses to remove the tunnel, the runway would need to be altered to continue to function. Two options to keep the runway open have been preliminarily developed:

- Option 1- Removing 423 feet of runway from the south end. The final runway length would be 2,882 feet. The southern runway threshold would be reconstructed, papi lights would be moved and the runway would be restriped
- Option 2 - Remove part of the runway from the southern end of the runway and add length to the northern end. Move the southern runway threshold to the north, displace the northern runway threshold. Relocate runway lights and restripe the runway. The final runway length would be 3,262 feet.

Issues: Removing the airport tunnel does further limit the functional operations of the airport, and removes access to the maintenance business/hangar on the southern end of the airport.

Preliminary costs to shorten the runway have been developed for construction and design. Additional evaluation is required to determine if either option is feasible (an airspace study). The consultant also recommends an economic analysis to determine the viability of a shortened runway over time.

Staff Recommendation: Staff recommends eliminating the tunnel and evaluating a shortened runway.

Glenwood Springs Municipal Airport

Runway Length Analysis



LIMITS OF GRADING

CUT WALL

AIRPORT CENTER ROAD

CUT & COVER
TUNNEL

AIRPORT ROAD/SOUTH BRIDGE



LIMITS OF GRADING

AIRPORT ROAD/SOUTH BRIDGE

AIRPORT CENTER ROAD

Agenda

- CDOT Aviation System Plan (GWS Role)
- GWS Runway Length Benchmarking
- Previous Documentation (EA/Land Use Study)
- GWS Based A/C Runway Length Required
- GWS Emergency A/C Runway Length Required
- Surrounding Land Constraints
- Alternatives to shorten runway
- Costs

CDOT Aviation System Plan

- Role of GWS in CDOT Aviation System
 - General Aviation - Local



CURRENT R/W LENGTH	3,305'
CDOT AVIATION SYSTEM PLAN OBJECTIVE FOR GWS	7,200'
FAA RUNWAY LENGTH OBJECTIVE	7,200'

Airport Report Card

Facility and service objectives (FSOs) were developed for each of the six airport classifications in the 2020 CASP. The following table details the FSOs and corresponding performance of Glenwood Springs Municipal. These objectives were analyzed in conjunction with the other performance measures (PMs) to determine the airport's project needs and associated costs.

Objective Category	GA-Local Objective	Current Condition	Meets 2020 Objective?
Airfield			
ARC	B-II	B-II	Yes
Runway Length	Accommodate 100% of small aircraft adjusted for elevation and mean maximum daily temp during hottest month	3,305 feet (7,200 feet)	No
Runway Width	75 feet	50 feet	No
Runway Strength	30,000 pounds	15,000 lbs SW	No
Taxiway	Partial parallel	Full parallel	Yes
Runway Markings	Non-precision	Visual	No
Lighting/NAVAIDS			
Approach	Non-precision	Visual	No
Visual Aids	Rotating beacon, lighted wind cone, REILs, VGSIs	VGSIs, wind cone	No
Runway Lighting	MIRL	None	No
Weather Reporting	On-site ASOS, AWOS, or Automated Unicom	Automated UNICOM	Yes
Airport Facilities			
Terminal (CS and/or GA)	Facility with restrooms, pilot-lounge, and Wi-Fi	None	No
Apron Tie-Downs	Tie-downs for 50% of based aircraft fleet plus 25% of weekly average overnight transient storage during peak season	50% of based aircraft fleet plus 25% transient aircraft fleet: 35 Total tie-down spaces: 30	No
Hangars	Hangars for 50% of based aircraft fleet and 25% of weekly average overnight transient storage	50% of based aircraft fleet: 35 Number of based aircraft hangar spaces: 64 25% of transient aircraft fleet: 1 Number of transient aircraft hangar spaces: 0	No
Dedicated Maintenance/SRE Storage Building	Yes	No	No
Electric Vehicle Charging Stations	Yes	No	No
Perimeter Security	AOA 3-wire fencing with appropriate signage	AOA 3-wire fencing with appropriate signage	Yes
Services/Other			
Jet A Fuel	24/7 (Self-Serve or Call Out)	24/7 (Self-Serve or Call Out)	Yes
AvGas Fuel	24/7 (Self-Serve or Call Out)	24/7 (Self-Serve or Call Out)	Yes
Aircraft De-icing	Based on community need	None	Based on community need
Courtesy Car	Yes	Yes	Yes
Sustainability Plan	Based on community need	No	Based on community need
Minimums for All Airports			
Restroom (24-hr accessible)✓	Cell Phone Service ✓	Airport Layout Plan (ALP) ✓	Wi-Fi Service ✗

Runway Length Benchmark

- 66 Primary Runways in the Colorado Airport System
- The shortest public-use primary runways in the system are:
 - Glenwood Springs Municipal (GWS) – 3,305 feet
 - Haxtun Municipal (17V) - 3,860 feet
- Fifty-one runways measure at least 5,000 feet in length
 - Generic minimum length considered as a potential indicator of an airport's ability to accommodate many corporate aircraft

Based and Emergency A/C – Runway Length Required

GLENWOOD SPRINGS MUNICIPAL AIRPORT - RUNWAY LENGTH ANALYSIS		
	Aircraft/Agency	Runway Length (Feet)
Based A/C	C-172	3,585'
	C-150	2,870'
	Beechcraft Bonanza	3,800'
	Cirrus SR22	3,100'
Typical Emergency Services A/C	Pilatus PC-12	4,500'
	Beechcraft King Air 200	5,100'
Agency Guidance	FAA Design A/C* Runway Length Guidance	7,200'
	Colorado State Aviation System Plan**	7,200'
Existing Runway Length***		3,305'

Notes:

Airport Elevation - 5,916'

Mean Max Temp. Hottest Month - 87.6° F

A/C specific lengths are based on clearance of a 50' obstacle. Lengths are from manufacturer published performance charts and are intended to be indicative only. These runway lengths are not to be utilized for flight

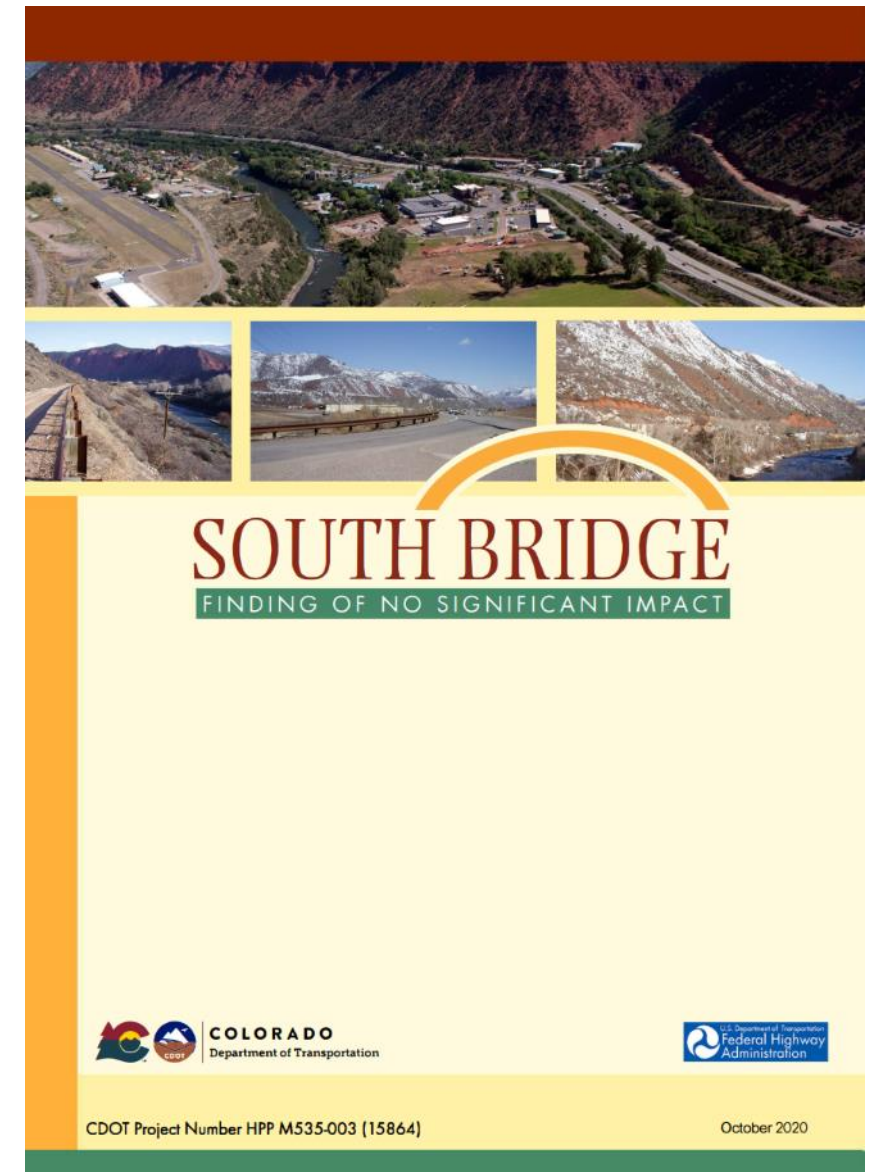
*FAA Advisory Circular 150/5325 - 4B, Runway Length Requirements for Airport Design

**2020 Colorado Aviation System Plan and Economic Study

*** FAA 5010 Form

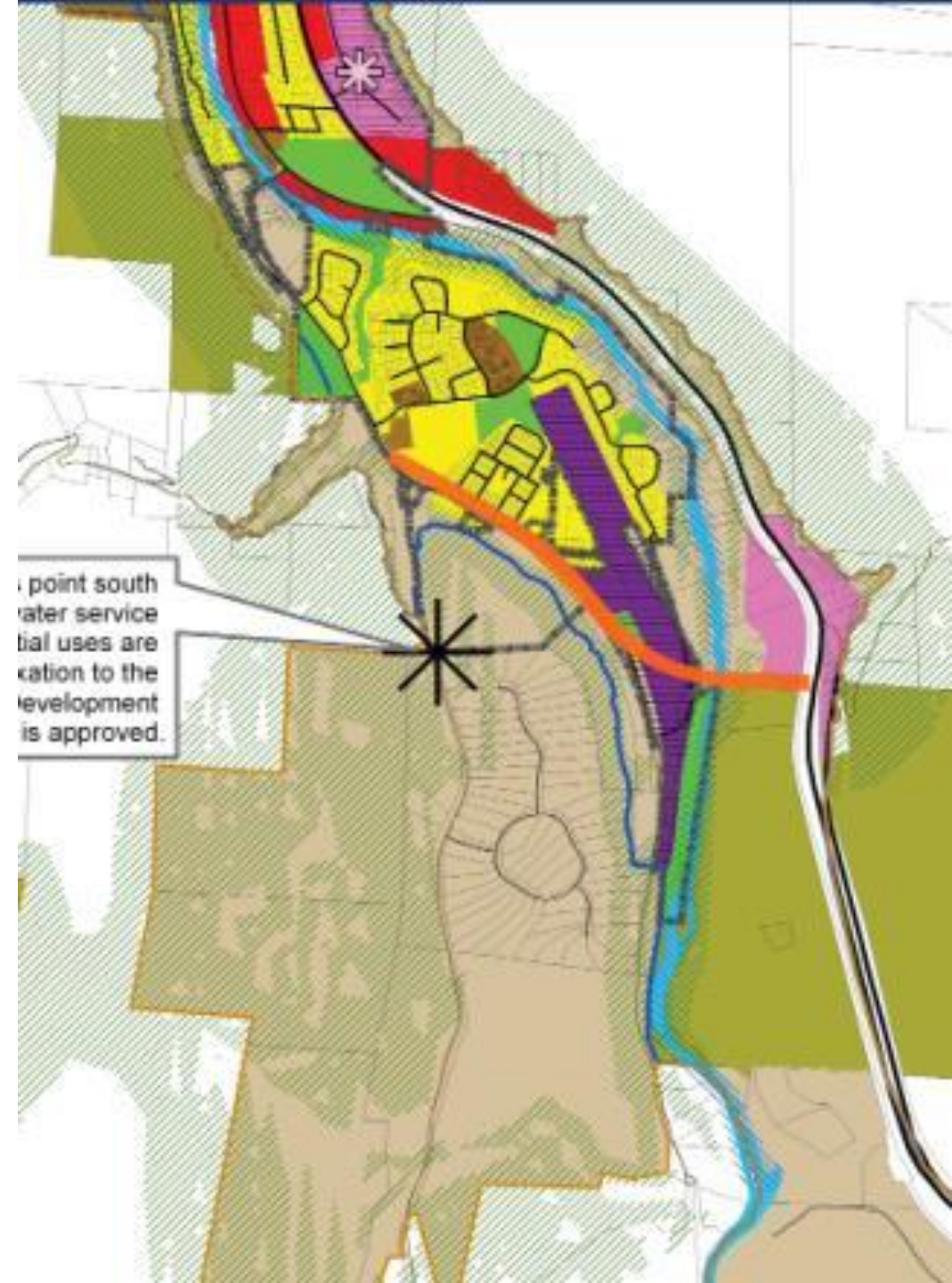
Previous Documentation

- **South Bridge Environmental Assessment/October 2020 FONSI**
 - Does not contemplate or include an impact to the shorter GWS Airport runway .
- **August 2019 Land Use Scenario Planning Study for GWS Airport**
 - Does not include an analysis of GWS runway shortening scenario or impacts resulting from runway shortening scenarios.
 - Analyses includes expanded aviation use or airport closure only
- **1999 Airport Layout Plan**
 - Does not include and analysis of a shorter runway length
 - Does include a displaced threshold (shorter landing distance)



Land Use Constraints

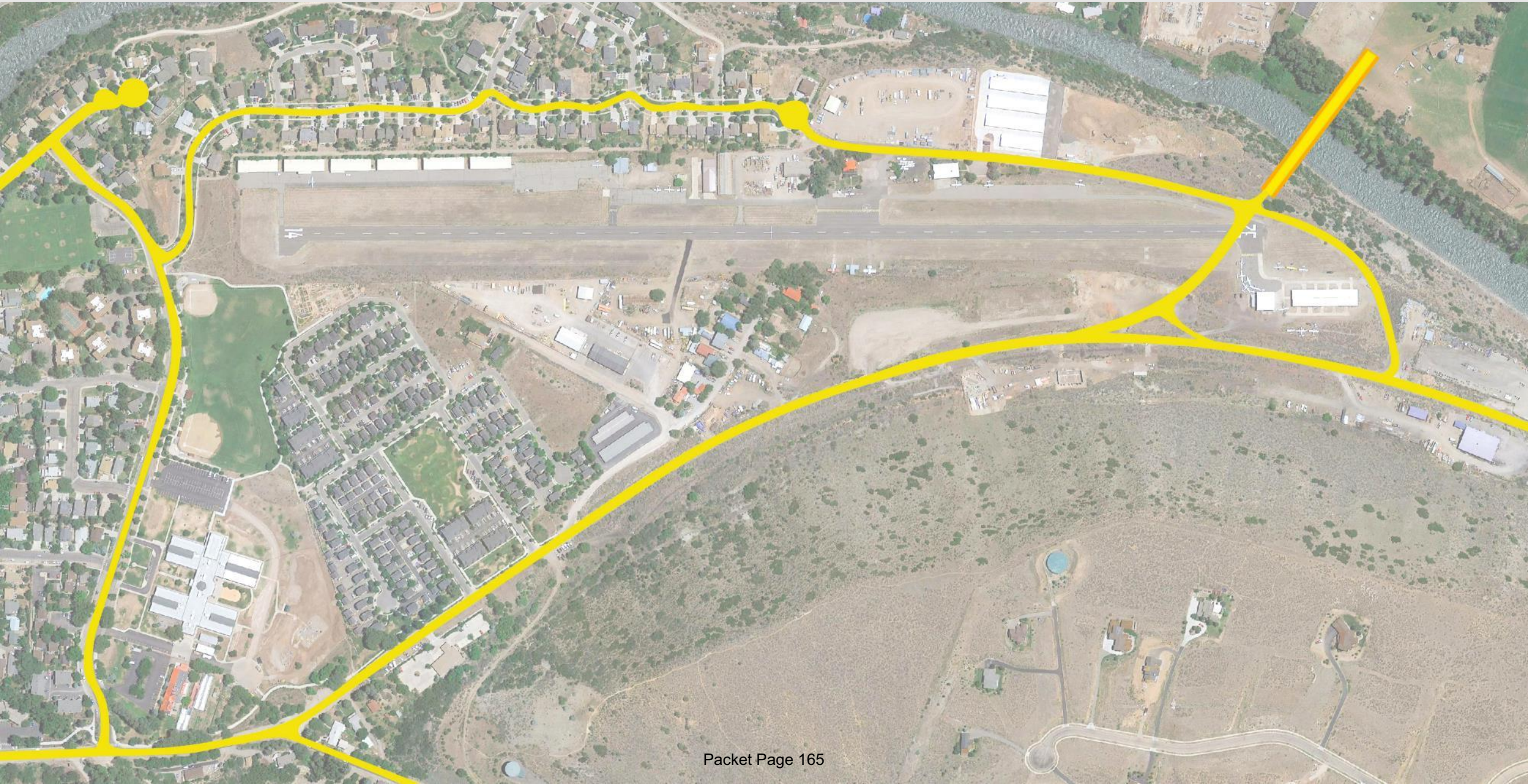
- North
 - Residential land use
 - Airspace impacts (rapidly rising terrain across the river, to the north)
 - Noise impacts on residential areas
 - Terrain difference between potential expansion area and existing runway end.
- South
 - Existing roadway access and the Roaring Fork River limit runway extensions or shift to the south
- East
 - Roaring Fork River and Existing Residential limit runway shifts to the East
- West
 - Airport Road and rising terrain limit runway shifts to the West



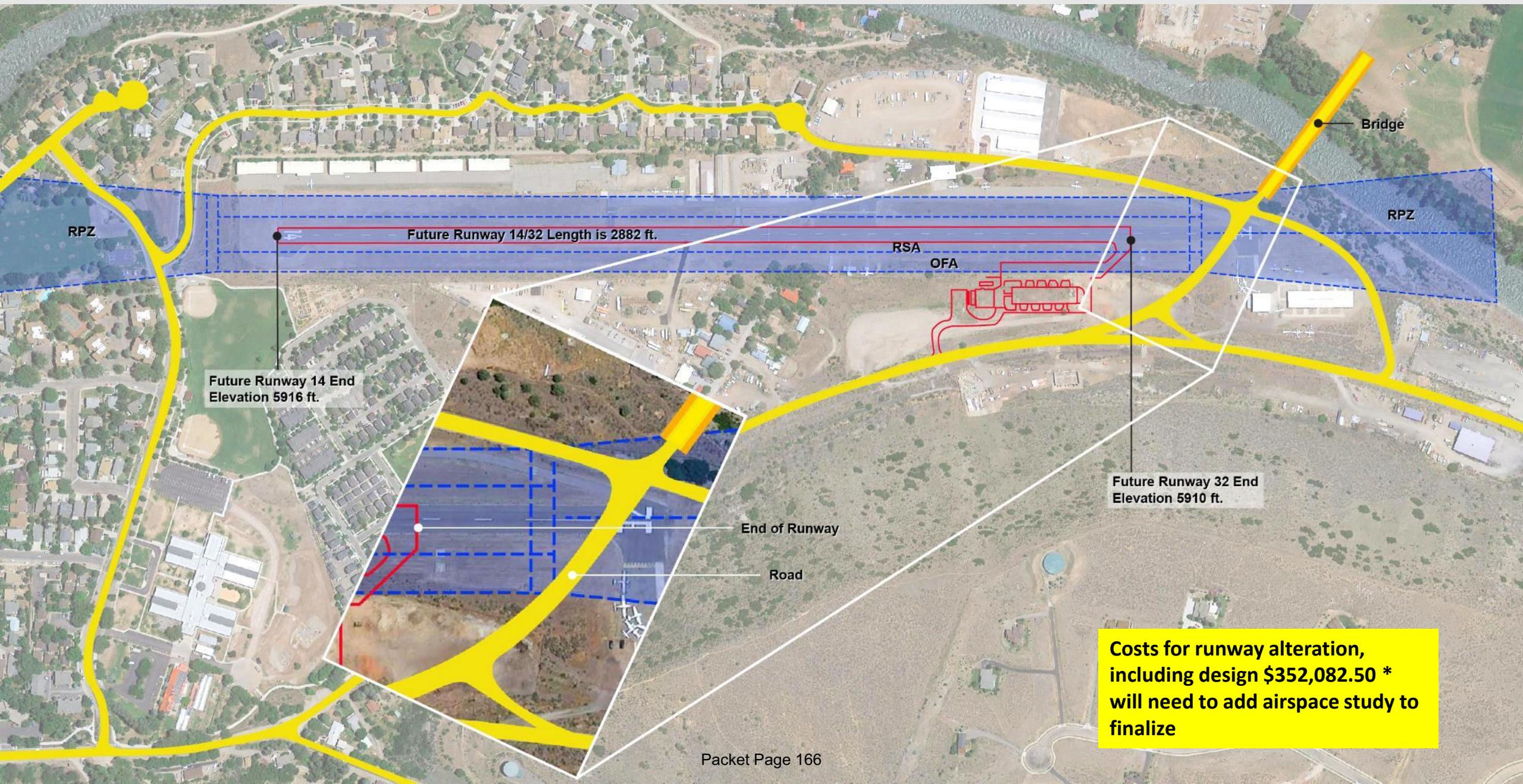
Option 1



Option 1

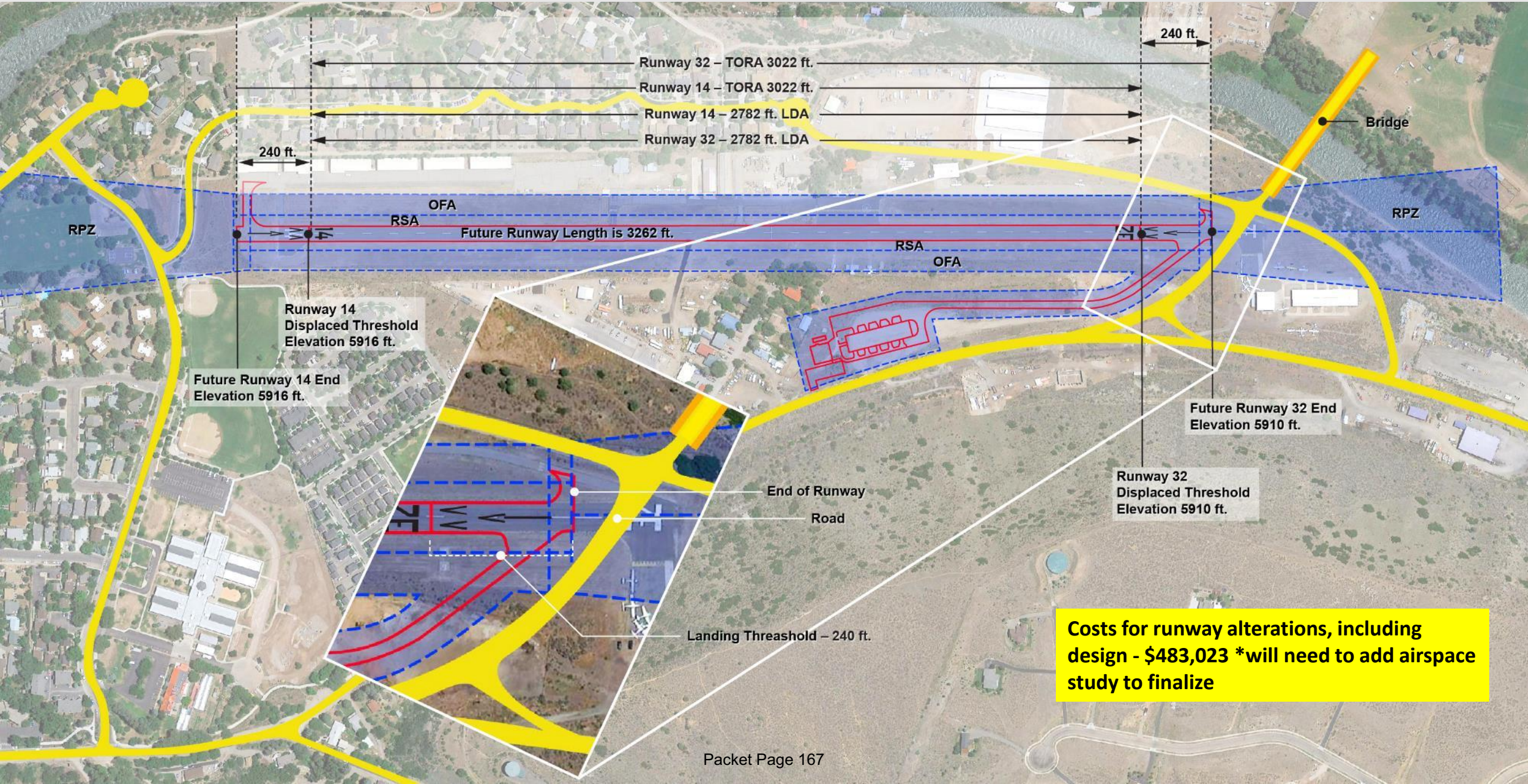


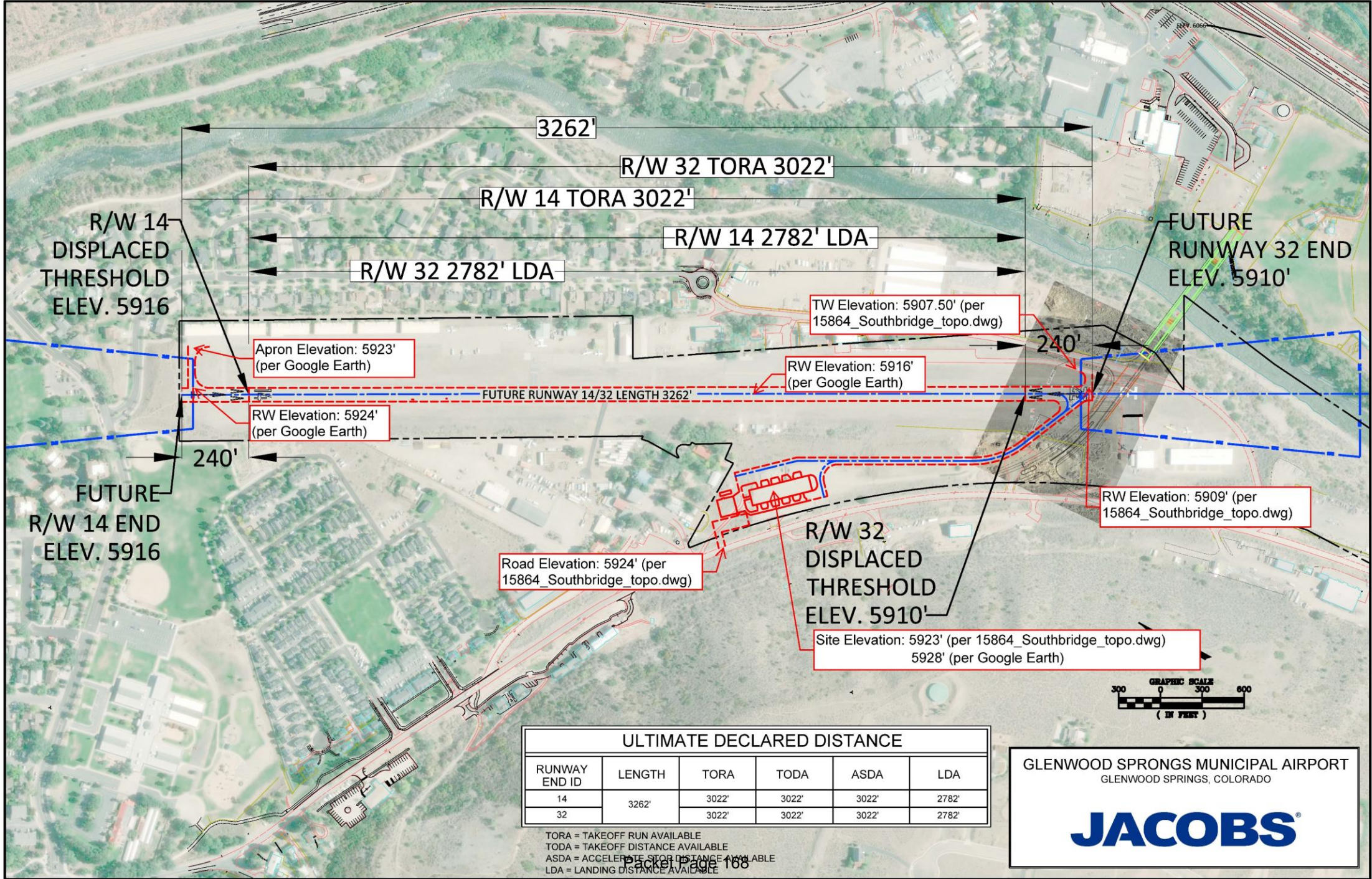
Option 1



Costs for runway alteration, including design \$352,082.50 * will need to add airspace study to finalize

Option 2





ULTIMATE DECLARED DISTANCE					
RUNWAY END ID	LENGTH	TORA	TODA	ASDA	LDA
14	3262'	3022'	3022'	3022'	2782'
32		3022'	3022'	3022'	2782'

TORA = TAKEOFF RUN AVAILABLE
TODA = TAKEOFF DISTANCE AVAILABLE
ASDA = ACCELERATE STOP DISTANCE AVAILABLE
LDA = LANDING DISTANCE AVAILABLE

GLENWOOD SPRONGS MUNICIPAL AIRPORT
GLENWOOD SPRINGS, COLORADO

JACOBS®

Project status and current estimate

NEPA EA process is complete on 10/28. Finding of no significant impact has been signed

60% design is complete. Reviewed with CDOT on November 19th.

Proceeding to final design with anticipated completion June 2021.

Current total estimate including and airport tunnel, ROW acquisition, construction management is \$56.7 million

The total estimate without an airport tunnel (including ROW and construction management from above) is \$50.7 million

60% Estimate element break down (Including right of way and construction management):

- *Airport Road, CR 163 and Airport Center Road Improvements: 12.8 M*
- *Holy Cross/Lazy H/11 Ranch Crossing: 5.5 M*
- *SH 82 and CR154 Intersection : 17.1 M*
- *Airport Cut and Cover Tunnel : 6.0 M*
- *Roaring Fork River Bridge : 15.3 M*

Current Funding Sources:

- City of Glenwood Springs A&I Sales Tax Measure : 20M
- RFTA Destination 2040 Property Tax Measure: 4M

Grant Applications and Funding Requests:

- 2020 FEMA Building Resistant Infrastructure and Communities Grant (BRIC) - Request for 31 M. Ranked as the second highest priority in the State. Going now to a Federal evaluation.
- Colorado Department of Transportation
- Garfield County- Letter of Support for the BRIC application and Request for Funding Support

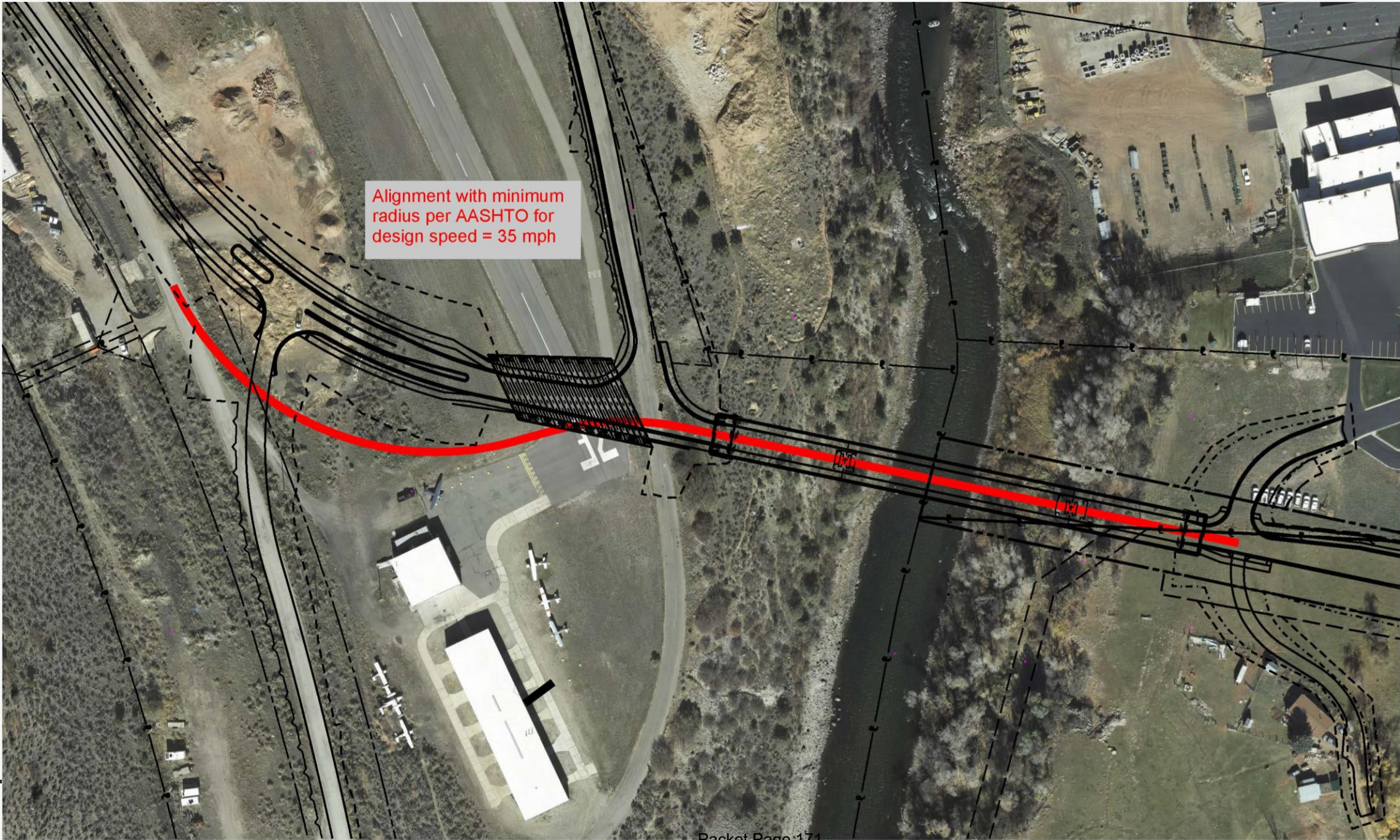
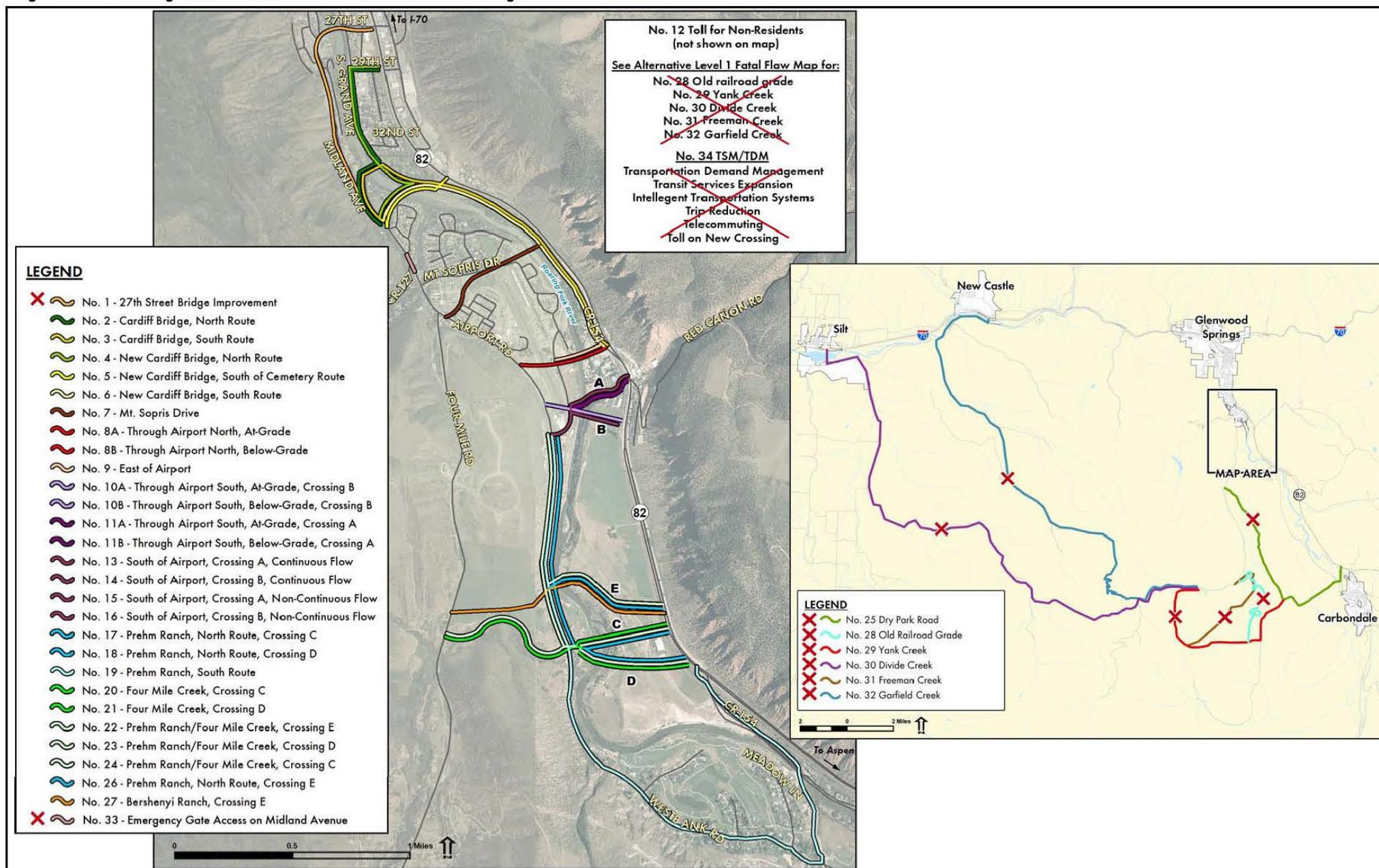


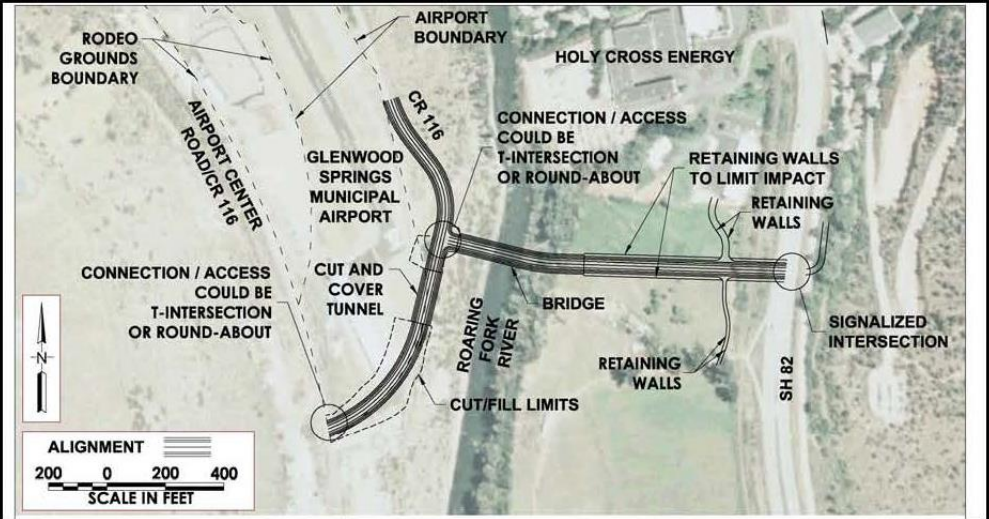
Figure 2. Full Range of Alternatives Considered and Level 1 Screening Results



1 **8.15 Alternative No. 16, South of Airport**

2 Alternative No. 16 would follow Airport Center Road around the southern end of the
3 Glenwood Springs Municipal Airport, crossing the Roaring Fork River and following the
4 property line between Holy Cross Energy and adjacent agricultural lands to reach SH 82. The
5 roadway would be below grade at the southern end of the Glenwood Springs Municipal
6 Airport to avoid the Federal Aviation Administration Safety Area. This alternative is shown on
7 Figure 11.

8 **Figure 11. Alternative No. 16, South of Airport**



Benefits	Issues
▪ Airport would remain open. ▪ Limited number of private property impacts.	▪ Perceived out of direction travel may cause motorists to cut through neighborhoods to the north. This affects this alternative's ability to meet Purpose and Need. ▪ Comparatively increased travel times. ▪ Approximately 0.32 acre of impact to potential wetland and/or riparian habitat. ▪ Crosses the northern boundary of an existing conservation easement.

Eliminated: Alternative No. 16 was eliminated based on increased travel times due to perceived out of direction travel, potentially causing motorists to cut through the Park East neighborhood, adding traffic to a residential area with public parks and Sopris Elementary School. This decreases overall access efficiency and may cause motorists to cut through the Park East neighborhood. This would add traffic to a residential street where public parks and Sopris Elementary School are located.

Table 4. Results of Level 2 Screening

Alternative	Primary Reasons for Screening
No. 2 Cardiff Bridge, North Route	Reduced ability to meet the Purpose and Need because of limited redundancy due to the shared use of Midland Avenue by this alternative and the existing 27th Street bridge. This alternative would be impacted by the same traffic patterns at the existing 27th Street bridge/Grand Avenue intersection. Compares less favorably than Alternative 5 in terms of accessing SH 82.
No. 3 Cardiff Bridge, South Route	Reduced ability to meet the Purpose and Need because of limited redundancy due the shared use of Midland Avenue by this alternative and the existing 27th Street bridge. Compares less favorably than Alternative 5 in terms of accessing SH 82.
No. 4 New Cardiff Bridge, North Route	Reduced ability to meet the Purpose and Need because of limited redundancy due the shared use of Midland Avenue by this alternative and the existing 27th Street bridge. This alternative would be impacted by the same traffic patterns at the existing 27th Street bridge/Grand Avenue intersection. Compares less favorably than Alternative 5 in terms of accessing SH 82.
No. 6 New Cardiff Bridge, South Route	Reduced ability to meet the Purpose and Need because of limited redundancy due the shared use of Midland Avenue by this alternative and the existing 27th Street bridge. Compares less favorably than Alternative 5 in terms of accessing SH 82.
No. 7 Mt. Sopris Drive	Greater community, right of way and environmental impacts. Developing an alternative with a similar cross section to the Preferred Alternative along this narrow residential street which is surrounded by dense single family residential parcels would result in direct impact to residential properties, much greater noise impacts (more receptors), safety concerns especially because of the adjacency of Sopris Elementary School, and impacts to two parks, the Sopris Ball Field and Glenwood Park.
No. 9 East of Airport	Greater community, right of way and environmental impacts. Developing an alternative with a similar cross section to the Preferred Alternative along this narrow residential street which is surrounded by dense single family residential parcels would result in direct impact to residential properties, much greater noise impacts (more receptors), safety concerns especially because of the adjacency of Sopris Elementary School, and impacts to three parks, the Sopris Ball Field, Conservancy Park and Glenwood Park.
No. 11A Through Airport South, At-Grade, Crossing A	These alignments crossed through the center of the Holy Cross Energy parcel, incurring impacts to a

Table 4. Results of Level 2 Screening

Alternative	Primary Reasons for Screening
No. 11B Through Airport South, Below-Grade, Crossing A	major regional employer. A prohibitively steep grade would be required to travel from the west side of the parcel to SH 82. The connection to SH 82 would not meet CDOT safety and spacing standards.
No. 13 South of Airport, Crossing A, Continuous Flow	
No. 14 South of Airport, Crossing B, Continuous Flow	This alternative, and alternative 16, were similar in nature, and were merged and analyzed as Alternative 16 during Level 3 screening.
No. 15 South of Airport, Crossing A, Non-Continuous Flow	The alignment crossed through the center of the Holy Cross Energy parcel, incurring impacts to a major regional employer. A prohibitively steep grade would be required to travel from the west side of the parcel to SH 82. The connection to SH 82 would not meet CDOT safety and spacing standards.
No. 17 Prehm Ranch, North Route, Crossing C	On a comparative basis to Crossing D, Crossing C directly impacted active ranch land and a potential historic resource. The SH 82 connection would not meet CDOT safety and spacing standards.
No. 18 Prehm Ranch, North Route, Crossing D	Low ability to meet the Purpose and Need because of significant out of direction travel, especially for those traveling from Four Mile Road.
No. 19 Prehm Ranch, South Route	
No. 20 Four Mile Creek, Crossing C	On a comparative basis to Crossing D, Crossing C directly impacted active ranch land and a potential historic resource. The SH 82 connection would not meet CDOT safety and spacing safety standards.
No. 22 Prehm Ranch/ Four Mile Creek, Crossing E	High cost and out of direction travel for those coming from Four Mile Road meant that this alternative compared poorly against the Prehm Ranch/Four Mile Creek, Crossing D. Would cross an existing conservation easement.
No. 24 Prehm Ranch/ Four Mile Creek, Crossing C	On a comparative basis to Crossing D, Crossing C directly impacted active ranch land and a potential historic resource. The SH 82 connection would not meet CDOT safety and spacing standards.

1
2
3



February 18, 2021

Terri Partch
City Engineer
Glenwood Springs, CO

Re: South Bridge Plan 2.B

The Airport Board this morning discussed the current Options 1 and 2 for the South Bridge road alignment. The overriding concern among pilots is preservation of the runway length – at 3305 ft already the shortest of all Colorado public airports. The second priority is to keep our excellent aircraft maintenance facility.

I'm a pilot for 45 years and served on the airport commission for 10 years. We were involved in South Bridge since Rep. Scott McInnis announced it in Apr04. As chairman during the first Environmental Assessment in 2008, I and other commission members participated in the public comment sessions. We gave input in public settings but never had a meeting or any significant voice with principals of Jacobs or the City. The Tunnel was offered as a compromise in the sense of *This or nothin'*.

I'm also an engineer and utility owner, and fly mostly for business in CO-WY-NV-CA-KY. I'm not a road or bridge specialist, but have built a thousand miles of gas pipelines and have some sense of dirt moving, environmental permitting and public processes.

The plans for the South Bridge & connecting roads from the very first drafts have avoided the most obvious, practical plan to build South Bridge and keep the Airport. Instead,

- The CO-82 east end of the bridge was moved over onto Holy Cross, with a curved approach, solely to shave a few square feet off Jacksons;
- That aligns the bridge across the river through the south "32" end of the runway; then
- Makes a gentle 200 mph curve into Airport Rd, cutting off all south hangars, wasting land and maximizing impact on the Airport & its commerce;
- (but immediately thereafter has a "traffic calming" roundabout at Cardiff Glen); and
- Requires either an expensive Tunnel or a large cut through the runway that will shorten it by 300-400 ft, if not close it forever.

This plan always seemed to intentionally point a gun at the head of the Airport, with the intent of closing it. The oblique angle was an illogical mystery, that took up much more land than necessary. Out of a couple dozen routes evaluated, the only other EA alternative nearby was to tie the bridge into the existing, tortured Airport Center Rd around the hangars and City Boneyard. The more obvious, straight connection to Airport Rd was never analyzed.

P i n e d a l e N a t u r a l G a s , I n c .

PO Box 1054 ☒ Glenwood Springs, CO 81602 ☒ 970-928-9208 steve@pinedalegas.com

Trench vs Tunnel. Instead of a Tunnel, the west end of the bridge can swing south to angle the connecting road about 100 ft south of the runway. The west abutment would be moved south about 80 ft along the same bench. The east approach on Jacksons and abutment on Holy Cross would be mostly unchanged. This adjustment should be well within the area of the EA.

One or both hangars will still have to relocate north of the new road, but there are many benefits:

- Tie squarely into Airport Ctr Rd for now, until funding is complete for Midland South;
- No Tunnel, open cut Trench; roadway is 10 ft below runway, with stemwall sides;
- Connector comes above grade and makes a 55 mph curve into Airport South Rd;
- Remaining land parcels are more squared off, not pointy & wasted.

The bridge is projected at \$15 million. With abutments each end and 2 pillars on the river banks, the 600 ft bridge deck is aprx \$10-11M of that. Using over-simplistic math & trig, swinging the west end about 80 ft or 7.7° south, would lengthen the bridge deck by 6 ft or \$120k. You correctly noted that a re-design will cost some of the Tunnel savings, but any change to the runway for Option 1 or 2 would also require some design work.

FAA airspace considerations are better for this alignment than #1 or 2 that cut through the runway. This airport is already far outside of FAA airspace compliance for all but VFR daytime flight, and this alternative is actually better than today, with above-grade road traffic.

Most regular car-truck-SUV traffic will pass below-grade through the runway centerline. Delivery trucks (UPS-FedEx type) will appear to pilots to be at grade or 1-2 ft above. More sporadic semi-truck trailers would pass through the runway centerline at 4-5 ft above grade, well below the climb-out or glideslope gradients of the small aircraft that actually use GWS.

For added safety, the tops of the trench walls could be scalloped back 3-4 ft, with arrestment fences on each side of the road cut. For visiting, unfamiliar pilots, clicking the Super Unicom for landing conditions could also trigger radio-controlled, hooded strobe lights (1 blink /sec) pointed north & south on the runway centerline. Like the height alarms for Eisenhower tunnels, monitors could be set up at Cardiff roundabout and CO-82 to trigger fast-blink strobes for 45 seconds if a high truck is detected. These lights would be timed off after dusk.

In short, this long expensive process has missed the obvious, all-win solution for traffic and aircraft. With all the machinations over Tunnel design & cost, the airport users didn't seem to have much voice. The 2.B. Trench alignment would preserve far more options for keeping the Airport viable.

Sincerely,



Steven Shute, PE

South Bridge

south end of GWS airport



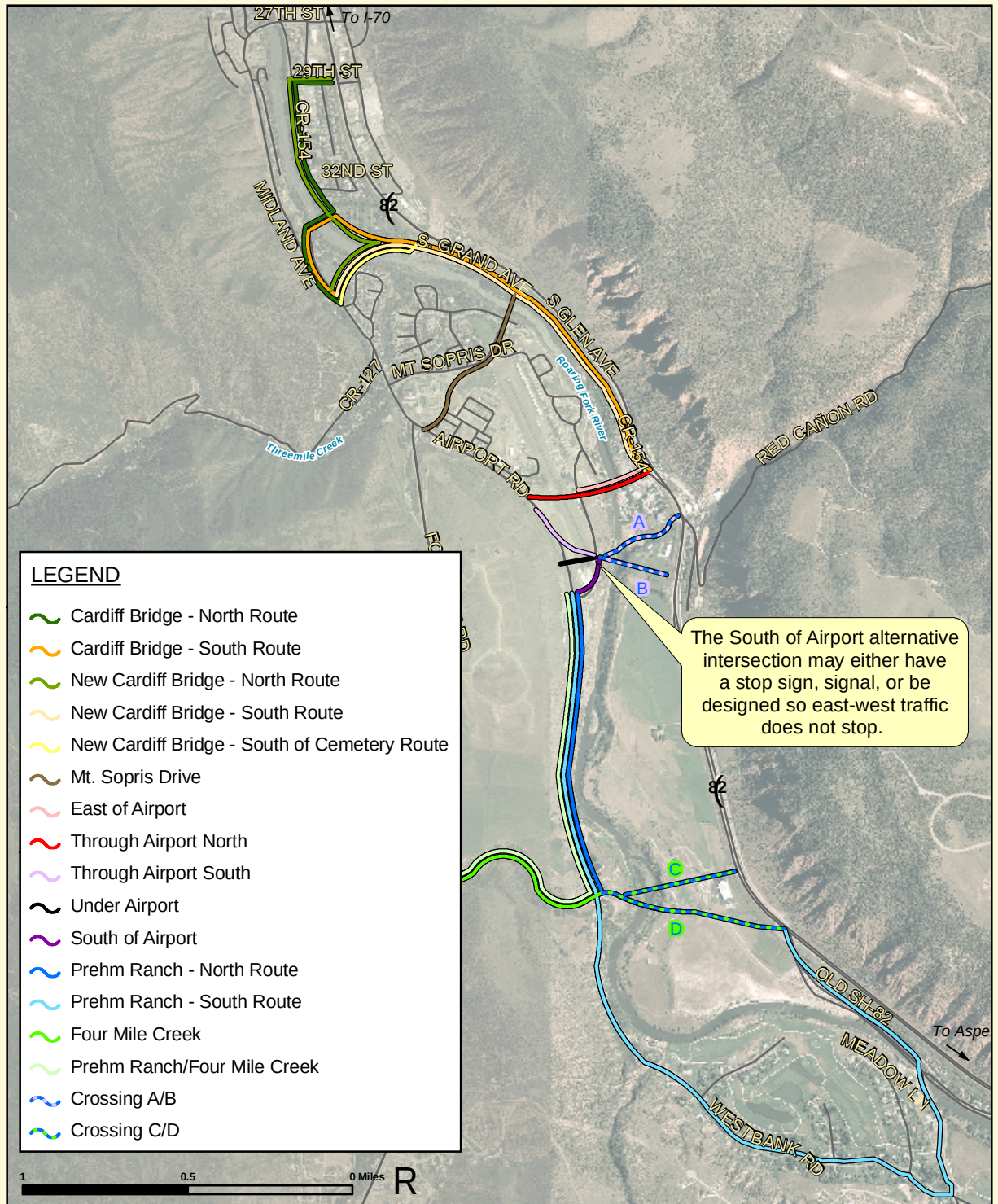
Google Earth

© 2020 Google

400 ft

Alternatives - Level 2

Original EA



City of Glenwood Springs

SOUTH BRIDGE
ENVIRONMENTAL ASSESSMENT



ROAD
ELEV. 5893'

ROAD
ELEV. 5887'

FUTURE
RUNWAY 32 END
ELEV. 5910'

EXISTING
RUNWAY 32 END
ELEV. 5902'

< move bridge end 80 ft

AREA TO BE
DEMOLISHED

< 500ft radius = 55mph curve

PRIMARY
SURFACE

RELOCATED
GA AREA

ROAD
ELEV. 5894'
+15=5909'

ROAD
ELEV. 5889'

GLENWOOD SPRINGS MUNICIPAL AIRPORT
GLENWOOD SPRINGS, COLORADO

JACOBS



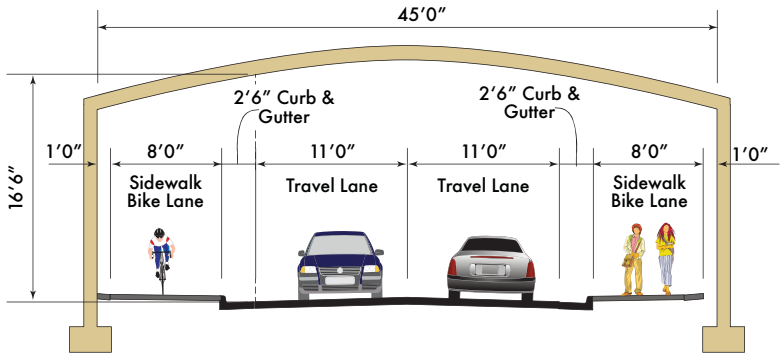
Airport Center
Rd (CR 116)



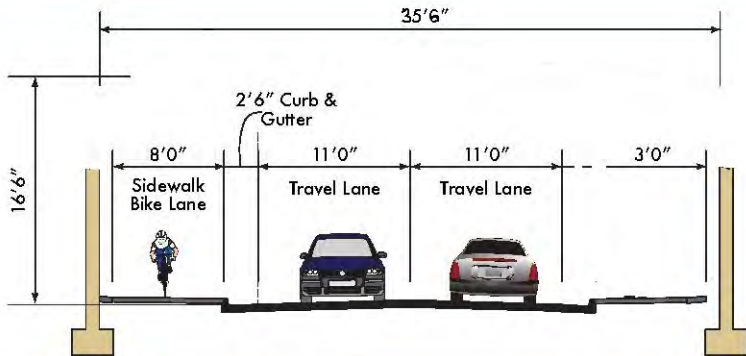
Existing
ROW

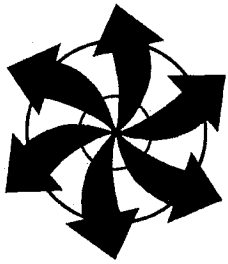
Airport Road
Improvements

Tunnel Section



Trench Section





PIPELINE SOLUTIONS, INC.
GLENWOOD SPRINGS, CO
(970) 928-9208

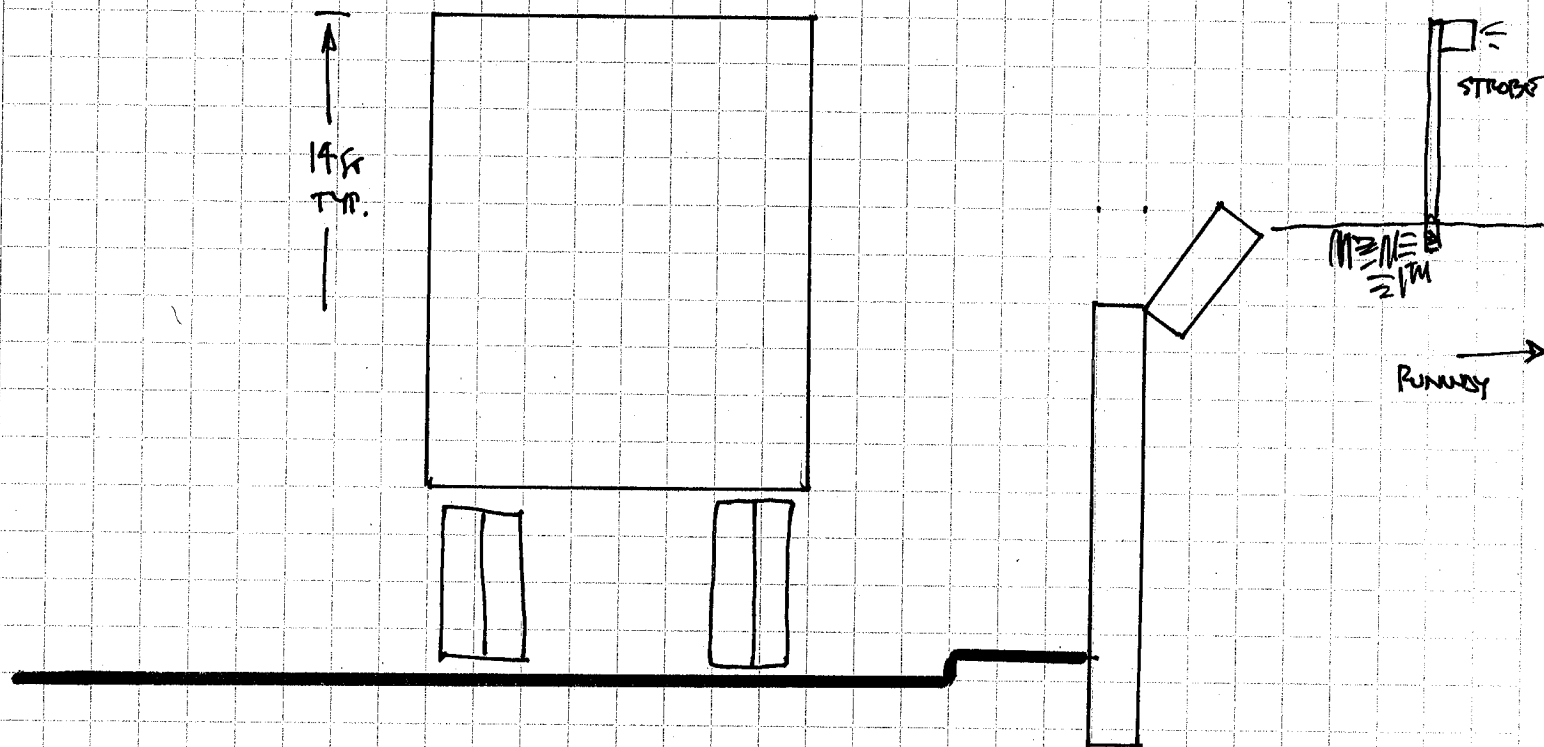
DATE FEB 21

ENGR S

SHEET OF

COMPANY GWS APT

PROJECT SO BRIDGE "TRENCH" SECTION



CROSS SECTION @ RUNWAY

0 1 2 3 Ft



Shortened runway will affect number of tourist flights and impact the local economy.
Shortened runway will impact safety of flight in and out of the airport.
DO NOT SHORTEN THE RUNWAY..

Noel Olebos

Good morning Ingrid, I thought I'd write in regarding support for the airport.

I'm not sure if you're for, against or indifferent but regardless it's more of an asset to the town than most people realize.

Yes, I'm a pilot and I keep my plane there, I do use it very frequently to fly to my properties but that's just me. I make money elsewhere and spend it here and I know there are others like me.

Regardless of my personal use of the airport I do spend time out there and see a lot of pilots flying from other places and enjoying our town. It's a much busier place than people realize and is a jewel known to the pilots throughout the country. Crawford, Paonia, Delta, Creede, Meeker, Salida, etc. etc. all have small airports that actually cost those towns to maintain and we get enough traffic to have a self supported airport. It would be a shame to lose an asset such as the airport. The pilots can live with option 2 not a big deal, but losing an on field maintenance facility would be a real big negative so whatever the city can do to keep that in operation would be an incredible plus, that generates good income for the city as well.

If you could forward this to the other council members and gather support for this would be fantastic.

Thank you, Art Steuerwald
970-319-5854
1603 Bennett Ave
Glenwood Springs, Co 81601

TO THE CITY COUNCIL

Let me start by saying that I am not a pilot. I am however someone who has lived near the north end of the runway for the past 36 years, and was a member of the City Council on that day nearly 19 years ago when we had to evacuate one half of the town due to the Coal Seam Fire. As such, I am in favor of a South Bridge to improve access and egress from the entire Three Mile, Four Mile and Midland Corridors. We were concerned about the fire coming over the ridge and dropping down Four Mile, and renewed the discussion of a bridge south town back to Highway 82. After \$5 million in Federal funds was secured, the study of alternatives began in 2007, studying 33 alternatives and ultimately selecting the Preferred Alternative in 2013, an alternative which went underneath the south end of the runway through a cut and cover tunnel. The process concluded with final Public Meetings in March 2019, and a Final Environment Assessment and Record of Decision being issued in October 2020. An alternative that would impact airport operations for more than just the construction period was not considered. The Environmental Assessment process is a complicated one, involving a lot of trade offs and assessing all manner of impacts, not just to the environment. An alternative which would close or severely limit airport operations would not have gone far in the process. In fact, in responses to public comments in the ROD, the following statement were explicitly made:

The updated Preferred Alternative alignment, which requires a tunnel under the airport, was determined to be the optimal alignment for the South Bridge connection in terms of minimizing environmental and right-of-way impacts while meeting the project's purpose and need.

The updated Preferred Alternative design assumes continued use of the Glenwood Springs Airport.

The Preferred Alternative would only result in temporary impacts to the airport for an estimated three-month closure during construction of the tunnel. Separate from this project, the City recently completed a study evaluating potential redevelopment of the airport site – refer to Section 4.21.1 for details.

As a member of the Airport Commission, that is why it is so concerning to be told at this late stage that the City wants to save money on the project by not constructing a tunnel, but instead to cut off the south end of the runway, and possibly replace a portion of the lost length by extending it to the north, closer to Glenwood Park, the soccer field and the Red Cliff Condos. This would also cut off access to 10 aircraft hangars on the south end, as well as a hangar that houses a small, successful business that maintains and services aircraft, not just from Glenwood, but from around Western Colorado.

Beyond the unanalyzed impacts to the airport facilities, it is still not known whether or not limiting the shortening of the runway to “only 43 feet” is even feasible; all that is known is that this new alternative will cut off 300 to 500 feet of the runway at the south end. How much the extension at the north end can move toward the Soccer Field and the rest of Glenwood Park has yet to be determined. What is also eliminated at either end of the runway is any sort of unpaved overrun – there is literally no more room for error. The Glenwood Springs Airport is already the shortest airport in the state, at 3305 feet, 500 feet shorter than the airport at Haxtun, which is nearly 2000 lower in elevation, an extremely significant factor in aviation safety.

This process has been in active planning for 14 years, with millions spent in environmental and engineering studies. To make this drastic a change without further evaluation, at a level consistent with other studies, is breaking faith with the public. I ask that the City Council delay this decision to either fully analyze the impacts and feasibility of shortening the runway or to identify an alignment that does not threaten the long term viability of the Glenwood Springs Airport.

David Merritt
1504 Mountain Drive
Glenwood Springs, CO



City of Glenwood Springs Transportation Commission

Formal Recommendations

March 2, 2021

Council –

The following formal recommendations have been considered and passed by the City of Glenwood Springs Transportation Commission. All these matters address transportation issues which the majority of the Commissioners consider to be important and timely.

We understand that one or more of such matters will come before you at this Thursday's meeting. As reflected below, we, the Commissioners, hope that you will consider these recommendations at your meeting, including whether to put each of them into immediate effect.

- Sandy Lowell, Chair

Recommendation #1:

The Transportation Commission recommends against any South Bridge alignment solution that shortens the runway length at the airport without further studied review of the aviation consequences of any such shortening. In lieu of such careful review, the Transportation Commission is recommends either a tunnel along the current alignment (as presently proposed), or any alternative alignment that avoids loss of runway length.

(Motion passed 5-1) (Mar. 2, 2021)

Gary Vick

614 Cowdin Drive
Glenwood Springs, Co
(303) 548-0962 (cell)
garywvick@icloud.com

March 3, 2021

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

RE: South Bridge and Airport Options

Honorable Mayor and Members of City Council:

As demonstrated in other forums, the option which some Council Members describe as a "43 foot shortening of the runway" will result in the Glenwood Springs airport being closed.

I have made the case that this is exactly what some of you might want, and some of you have claimed that I mischaracterized your positions. This is your chance to set the record straight. I would love to be proven wrong about this. So prove me wrong. Stand up Thursday and state:

"I fundamentally support both the airport and the South Bridge Project. I want to find a way to have both and make both the best that they can be. Doing away with the proposed cut and cover tunnel and relocating the runway will end up closing the airport. I won't make a decision without all the facts, and I am willing to wait to receive and analyze those facts. I want clarity on the CDOT economic impact study that is hard to understand. I want CDOT to present the study to us. There are options for a route around the south end of the runway that preserve the airport and can use most if not all of the engineering performed to date. I want those options. My job as a council member is not to simply select the cheapest option, but to select the best and most cost effective option. Most importantly, I will preserve the public trust."

"Therefore I request that Staff: 1) schedule a CDOT presentation of its airport economic impact study, 2) have Jacobs evaluate and present bridge approach options around the south end of the runway that preserve the lion's share of the engineering expended to date, and 3) have Staff work with an airport consultant to make a bonafide, top notch proposal to the FAA seeking that the Glenwood Springs airport be included in the National Plan of Integrated Airport Systems (NPIAS) and subsequently apply for federal airport funds."

My *italicized* comments below are not directed at all council members, but if the shoe fits, wear it. Regarding the proposal to relocate the runway to the north (which would kill the airport), the following comments apply:

1. The proposal ignores what the airport could become. Your great little airport is a diamond in the rough. You could make it into a crown jewel. Every weekend tens of thousands of well heeled private pilots fly their planes to no where in particular - generally to other airports for breakfast or lunch. When they come here, to the best tourist town in the nation, they find old infrastructure, a loaner car if someone isn't using it, cheap fuel, and a world class repair facility. From a tourist point of view, it's not terribly inviting. So most come for fuel and leave. But what if you gave the weekend flyer a reason to come here? Aspen does not market to the lowly, \$500,000 single engine demographic. People with \$500,000 toys have money. Not Aspen money, but enough for us!

What if you allowed Classic Air Med to build a nice FBO (fixed base operator) facility (which they have offered to do and you have refused) with nice parking, a pilot lounge and lobby, and numerous loaner or rental cars? What if we spruced things up with some federal funds (keep reading)? They could fly in, rent rooms in our outstanding hotels, dine in our great restaurants, raft our fabulous rivers, bike our beautiful canyon, go to the pool and Adventure Park. They are looking for reason to fly their plane and begging for a cool place to go, every weekend. Give them one.

You could open up the entire state for overnight trips. Every weekend the ramp could be crowded. Fourth of July, Strawberry Days, packed.

Word would get out to flight clubs and aircraft rental companies. Even if you call the existing CDOT Colorado Aviation Economic Impact Study stimulus numbers fake news (which they are not, see below), its hard not to imagine the economic boost this would have on your town. This would require vision. It would require commitment. It would require leadership. But boy would it be worth it. Lets get after it!

The public remembers visionary Mayors and Councils. They build voodoo dolls of those that forgo \$18 million of annual economic stimulus, spend \$14 million on Midland upgrades, \$9 million on a bike underpass, and then close an airport to save \$6 million on a bridge project. Which kind of Council person are you?

2. The proposal has serious implications for safety. It does away with the overrun at the north end of the airport runway and, to a lesser extent, at the south end as well. Overruns exist for a reason. Much like shoulders on a highway or extra following distance between cars, overruns allow for human error. An overrun allows aircraft that errantly land long or short, or those

that incur power failure during takeoff, to safely come to a stop. The runway is already the shortest in the state.

The public remembers when you compromise its safety.

3. The proposal will close the Glenwood Springs airport. As shown by other contributors and by me in other forums and above, movement of the runway into the overrun can not be allowed for safety reasons. If the runway is not relocated, the runway becomes far too short for traditional public use. This ultimately causes the airport to close.

The public will remember the airport closing as the most grievous act by a Council in the history of Glenwood Springs. Do you want this as your legacy?

4. The proposal is a complete violation of public trust. Airport options were well vetted with lengthy public input, and costs associated with the cut and cover tunnel were understood to be higher at the time the winning option was chosen. It was selected over dozens of other options. Its what the City and its citizens selected. What you may myopically want is not relevant.

The public remembers when you pull a bait and switch.

5. The proposal requires destruction of businesses and hangars at the south end of the airport. City leases may allow this to occur, but to put this burden on individuals with no compensation is completely the wrong thing to do. There is what is legally right, and what is morally right. This is something our ex-president would have pulled. Do you want to hold hands with him? Reimbursement costs have not been included in staff estimates.

The public remembers when you are immoral.

6. The proposal ignores other options to the South of the runway. There are a million ways to skin this cat, *not just the two extra options Council has so far examined subsequent to the 2013 EIS.* One such option is EIS Option 16, attached. It is not perfect and needs some work, but the deficiencies shown in the attached slide can easily be addressed. Steve Shute has proposed other options as well. If you remove the cut and cover tunnel on Option 16 just as you are considering with Option 10b, then some version of Option 16 (or Steve Shute's proposal) wins over the option being considered tonight.

The public will not forgive flagrant, blatant disregard of options and facts.

7. The proposal will result in the loss of \$18 million of economic benefit to the area economy. This is an estimate taken from the latest CDOT 2020 Colorado Aviation Economic Impact Study. I previously misquoted the value at \$17 million. It is an area wide GDP type of number. Some council members

believe this value to be fanciful and disregard the CDOT study in its entirety. Some of those same council members blindly accept a housing study that shows that 1,500 housing units are needed to satiate demand after which, presumably, our housing problems will have been solved. If Council doesn't understand the CDOT numbers, have CDOT present the methodology and findings to you and show you what they mean. Get the information you need.

The public will not tolerate council members that cherry pick studies and won't get the facts.

8. Airport closure would be due in part because the City has never seriously applied for federal airport funding. I am not being critical, I am just stating a fact. I have read the rules and have spoken at length with CDOT and the FAA in this regard. Have you? To apply for funding, the airport must first apply for acceptance under the National Plan of Integrated Airport Systems, or NPIAS. The rules for inclusion are daunting, but Glenwood seems to qualify under two notable carve outs, or exceptions, to the rules.

The first is that our airport serves as a NFS firefighting base. Can anyone deny the critical role the airport has played over the last few years in this regard? Did not the airport save north Glenwood from fire last summer by being only 5 minutes away from the front? The second exception is that we serve a critical function in the National Transportation System. For this exception, read Classic Air Med. The FAA personnel I spoke with told me that these exceptions, especially the first one, may well apply.

Inclusion as a NPIAS airport and receipt of funding is far from assured and would require that the City submit an airport plan and show commitment to an ongoing operation. Rest assured that the Feds are not going to show up on our door with a bouquet of roses and a check. We are going to have to fight hard for this. We can't continue to say "no" for the other guy

The public pays federal taxes and will remember council members who let dollars to which we may be entitled slip through their fingers because they did not aggressively seek them.

Members of Council, your choice could not be more clear. Do not approve the current proposal. Honor the public trust and build the cut and cover tunnel as proposed and approved, or seek an alternate option that does not detract or result in closure of the airport. Seek whatever additional studies and information you need.

Regards,

/signed by Gary W. Vick/

Gary W. Vick

SOUTH BRIDGE ENVIRONMENTAL ASSESSMENT

1 **Alternative No. 10B, Through Airport South, Below-Grade**

2 Alternative No. 10B would create a new connection between Airport Road and
3 SH 82 by crossing the southern end of the Glenwood Municipal Springs Airport
4 at grade and then crossing the Roaring Fork River and agricultural land to reach
5 SH 82 south of the existing Red Cañon Road/SH 82 intersection. This alterna-
6 tive follows the same alignment as Alternative 10A; the difference is the tunnel
7 beneath the runway. The roadway profile and tunnel limits were defined to meet
8 the Runway Safety Area as defined by the FAA for airport safety operations. This
9 alternative is shown on **Figure 2-9**.

Figure 2-9 Alternative No. 10B, Through Airport South, Below-Grade



10 **Alternative No. 16, South of Airport**

11 Alternative No. 16 would follow Airport Road around the southern end of the
12 Glenwood Springs Municipal Airport, crossing the Roaring Fork River and fol-
13 lowing the property line between Holy Cross Energy and adjacent agricultural
14 lands to reach SH 82. The roadway would be below grade at the southern end of
15 the Glenwood Springs Municipal Airport to avoid the Federal Aviation Adminis-
16 tration Safety Area. This alternative is shown on **Figure 2-10**.

Figure 2-10 Alternative No. 16, South of Airport



2-10

October 2013

Benefits

- Intersection with SH 82 provides opportunity for access consolidation, which improves safety over existing conditions.
- Airport remains open.
- Limited number of private property impacts.
- Minimizes impacts to the rodeo grounds property, preserving much of the property for future use.

Issues

- Potential hazardous materials impact due to tunneling.
- Approximately 0.32 acre of impact to potential wetland and/or riparian habitat.
- Crosses the northern boundary of an existing conservation easement.

Carried Forward: This alternative was carried forward for further evaluation in Level 4 screening.

Benefits

- Airport would remain open.
- Limited number of private property impacts.

Issues

- Perceived out of direction travel may cause motorists to cut through neighborhoods to the north. This affects this alternative's ability to meet Purpose and Need.
- Comparatively increased travel times.
- Approximately 0.32 acre of impact to potential wetland and/or riparian habitat.
- Crosses the northern boundary of an existing conservation easement.

Eliminated: Alternative No. 16 was eliminated based on increased travel times due to perceived out of direction travel, potentially causing motorists to cut through the Park East neighborhood, adding traffic to a residential area with public parks and Sopris Elementary School. This decreases overall access efficiency and may cause motorists to cut through the Park East neighborhood. This would add traffic to a residential street where public parks and Sopris Elementary School are located.



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Tourism Promotion Board Structure

Action Requested: Give direction on any changes to the structure of the Tourism Board.

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: Lisa Langer, Director of Tourism Promotion submitted a letter that is included in the packet. City Council requested this discussion at the February 18th, 2021 meeting. Lisa Langer will lead the discussion.

Issues:

Staff Recommendation: Staff defers to Council.



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Tourism Promotion Board Appointments

Action Requested: Tourism Promotion Board Appointments

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: **There are 4 open seats and 6 candidates for the Tourism Promotion Board:**

Lodging Seat replacing Jeremy Gilley: 2-choices – Lindsay Ball, Hot Springs Resort and Taylor James, Hotel Colorado

Resident/Business Seat Patrick Drake's position: 2 choices – Patrick Drake, Blue Sky Adventures(applied for second term), Heather Cowan, Defiance Rafting

Resident Seat replacing Suzanne Stewart (to fill expiration 02/2022): Suzanne Emery

Chamber Board Seat replacing Trent Blizzard: Mike Mercatoris, The Grind

Continuing as Board members:

- Nancy Heard
- John Goss
- Scott Dyer
- Kristina Clary
- Sharon Brady

Issues: N/A

Staff Recommendation: Staff defers to Council

Tourism Promotion Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Taylor James

2. Home Address *

41 Red Cloud Court, New Castle, CO 81647

3. Mailing Address *

41 Red Cloud Court, New Castle, CO 81647

4. Home Phone *

(970) 366-0361

5. Work Phone *

(970) 928-3766

6. Mobile Phone *

(970) 366-0361

7. Email Address *

tjames@hotelcolorado.com

8. Occupation *

Marketing Manager at Hotel Colorado

Membership Qualifications

9. You must qualify as one of the options below to serve on the Tourism Promotion Board. Please select the option that applies to you. *

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☒ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☐ Two (2) citizens who are a resident of the City with no direct or indirect financial interest in a business referenced in (A), (B) or (C) above; or
- ☐ One (1) resident having a financial interest in a business referenced in (A), (B) or (C) above

10. Please explain here how you are qualified: *

I believe I am qualified to serve on the Tourism Promotion Board through my position as Marketing Manager at Hotel Colorado, which I have held for the past two years. I have a vested interest in the success of Glenwood Springs' tourism as a 5 generation, lifetime local and have many friends and family members with tourism-based businesses in town. Additionally, I grew up working at my family's business, Gran Farnum Printing, where I learned all aspects of marketing.

Personal and Professional Interests

11. Why are you interested in serving on the Tourism Promotion Board? *

I am interested in serving on the Tourism Promotion Board because I am passionate about my belief that tourism in Glenwood Springs is vital for the longevity of our community and provides a platform for local businesses to thrive. Glenwood Springs made an early impression being built off the ideals of a healing retreat for visitors around the globe and has maintained that for well over a decade. I believe I can provide a valuable role in assisting in the continued growth of our tourism.

12. What do you view as your role if selected as a member to the Tourism Promotion Board? *

If selected as a member to the Tourism Promotion Board, I would view my role as a lifelong local with specific interests in continuing to find new and innovative ways to attract and sustain tourism within Glenwood Springs.

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

I have earned a bachelor's degree in communications from Grand Canyon University and I am the current Marketing Manager for Hotel Colorado, for which I handle all marketing, advertising, and public relations.

14. Do you have tourism industry experience or skills? *

Yes.

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

I was strategically involved in developing and implementing Hotel Colorado's COVID-19 closure and re-opening plan. This required messaging that would garner community support while not alienating any portion of the community.

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

Yes. If I were to be chosen to serve on the Tourism Promotion Board, I understand that any decisions made would reflect on not only myself but the City and therefore must be made by considering all factors as well as the best interest and safety of our community and visitors.

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

No.

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

I have previous and ongoing experience working with the Glenwood Springs Events Committee put together by Tara Harman.

19. Please select today's date. *

1/15/2021



20. Have you served on the Tourism Promotion Board before? *

☒ No

☐ Yes

Powers and Duties of the Tourism Promotion Board

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

(m) Tourism Promotion Board. The powers and duties of the Tourism Promotion Board shall be:

- (1) To investigate, study and report to the City Council:
 - a. All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
 - b. Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.
 - (2) To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.
 - (3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.
 - (4) To establish rules of procedure and order for the Board to follow.
 - (5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.
 - (6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.
 - (7) To complete all other duties as may be directed by City Council.
-

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

- (a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of

office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Promotion Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Mike Mercatoris

2. Home Address *

139 Arapahoe Carbondale CO, 81623

3. Mailing Address *

139 Arapahoe Carbondale CO, 81623

4. Home Phone *

970 618 7092

5. Work Phone *

970 618 7092

6. Mobile Phone *

970 618 7092

7. Email Address *

mmercatoris@sliferrfv.com

8. Occupation *

Restaurant owner and Real Estate.

Membership Qualifications

9. You must qualify as one of the options below to serve on the Tourism Promotion Board. Please select the option that applies to you. *

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☒ One (1) representative from the Chamber Resort Association
- ☐ Two (2) citizens who are a resident of the City with no direct or indirect financial interest in a business referenced in (A), (B) or (C) above; or
- ☐ One (1) resident having a financial interest in a business referenced in (A), (B) or (C) above

10. Please explain here how you are qualified: *

I am the restaurant/real estate rep on the Glenwood Chamber Board.

Personal and Professional Interests

11. Why are you interested in serving on the Tourism Promotion Board? *

Glenwood is an amazing town and I love interacting with the people who come to visit.

12. What do you view as your role if selected as a member to the Tourism Promotion Board? *

Listen and advise.

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

Yes

14. Do you have tourism industry experience or skills? *

Yes

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

To many to get into.

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

Yes.

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

no more than anyone else.

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

Chamber board.

19. Please select today's date. *

1/14/2021



20. Have you served on the Tourism Promotion Board before? *

☒ No

☐ Yes

Powers and Duties of the Tourism Promotion Board

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

(m) Tourism Promotion Board. The powers and duties of the Tourism Promotion Board shall be:

(1) To investigate, study and report to the City Council:

a. All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and

b. Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

(2) To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

(3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

(4) To establish rules of procedure and order for the Board to follow.

- (5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.
 - (6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.
 - (7) To complete all other duties as may be directed by City Council.
-

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;

Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Promotion Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Lindsay Ball

2. Home Address *

701 Westbank Rd Glenwood Springs CO 81601

3. Mailing Address *

701 Westbank Rd Glenwood Springs CO 81601

4. Home Phone *

970-319-9232

5. Work Phone *

970-945-3338

6. Mobile Phone *

970-319-9232

7. Email Address *

lball@hotspringspool.com

8. Occupation *

Resort General Manager at Glenwood Hot Springs Resort

Membership Qualifications

9. You must qualify as one of the options below to serve on the Tourism Promotion Board. Please select the option that applies to you. *

- ☐ Two (2) representatives from tourism-related businesses located within the City
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- ☐ One (1) resident having a financial interest in a business referenced in (A), (B) or (C) above

10. Please explain here how you are qualified: *

Incredibly important to have hoteliers represented for accommodations tax awareness.

Personal and Professional Interests

11. Why are you interested in serving on the Tourism Promotion Board? *

While new to my position at the Glenwood Hot Springs Resort, I grew up here. I learned how to swim in this pool. This community is incredibly important to me and I feel I have a unique perspective having seen it evolve over the years. I would very much appreciate the opportunity to collaborate with and learn from the minds that make up this board. I also feel very strongly that GHRS should have a seat at the table considering our contribution to tourism not only in Glenwood but across the state and the country.

12. What do you view as your role if selected as a member to the Tourism Promotion Board? *

My role will be to represent the people I work with, the people I work for and the people of this community to the best of my abilities. I look am looking to strengthen relationships amongst businesses through honest and open dialogue as well as thoughtful action dedicated to positive growth. Another major role will be to learn and observe while participating. Personal growth while on this board will be of the utmost importance.

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

I do not have significant experience in these areas however I am certain being a member of this board will give me the opportunity to gain an excellent foundation.

14. Do you have tourism industry experience or skills? *

I have been working in the hospitality industry for over a decade. I have spent time in multiple different hotels in Colorado, Washington State and abroad in Chile. I have worked for 3, 4 and 5 star properties ranging in size from 92 to 600 rooms. I have a wealth of operational experience dedicated to providing exceptional guest service.

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

Most recently myself and my team at the resort decided to forgo our annual NYE party which has been a community highlight for years. We firmly believed for the health, safety and wellbeing of our community, guests and employees it was in the best interest to keep our normal hours. This of was our way of remaining committed to stop the spread of COVID19 through action.

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

Absolutely

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

No

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

I was on Spring Board in Aspen CO for 2 years. The core mission of this board is to develop high potential philanthropic leaders of our generation through advancement of education from Aspen to Parachute. Continued education of our Board Members allows us to identify and educate our peers about needs of our community within the scope of education and give them the opportunity to contribute to notable causes. Additionally a key goal of Spring Board is to build networks and community partnerships to create collective impact. Board Members will be community mentors, Capstone experts, and seek mentorship.

19. Please select today's date. *

1/14/2021



20. Have you served on the Tourism Promotion Board before? *

☒ No

☐ Yes

Powers and Duties of the Tourism Promotion Board

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(2) To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

(3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

(4) To establish rules of procedure and order for the Board to follow.

(5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.

(6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.

(7) To complete all other duties as may be directed by City Council.

Appointment, Removal, Term and Vacancies of Boards and Commissions

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Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Promotion Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Suzanne Emery

2. Home Address *

604 W Columbia Court Glenwood Springs, CO 81601

3. Mailing Address *

Same

4. Home Phone *

970.390.9004

5. Work Phone *

970.945.4228 x 154

6. Mobile Phone *

970.390.9004

7. Email Address *

lovin_liif@msn.com

8. Occupation *

Sales

Membership Qualifications

9. You must qualify as one of the options below to serve on the Tourism Promotion Board. Please select the option that applies to you. *

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☒ Two (2) citizens who are a resident of the City with no direct or indirect financial interest in a business referenced in (A), (B) or (C) above; or
- ☒ One (1) resident having a financial interest in a business referenced in (A), (B) or (C) above

10. Please explain here how you are qualified: *

I have lived in Glenwood Springs since 1987. I have worked for and with tourist related businesses from Aspen/Snowmass to Glenwood to Vail/BC since 1991. Currently I work directly with travel industry key players within all of these markets as well as Summit County and Glenwood west to Grand Junction. I am a member of ACRA, Basalt Chamber, Carbondale Chamber of Commerce, Glenwood Chamber, Vail Valley Partners, Gypsum Chamber, and Western Colorado Chamber of Commerce. I am also a member of Glenwood Springs Citizens Alliance. I am an active and proud member of this community. My knowledge of the tourist industry is vast. I understand trends, the seasonality of local business, and how success in tourism is based on efforts, collaboration and cooperation from all within the community and region as a whole. There are so many different business types that must work together (ie transportation, hospitality, attractions, activities, restaurants, entertainment, destination marketing, etc) to provide guests with their best experience so that, ultimately, they want to come back and they want to tell others to come here as well. I checked two of the boxes above. I currently work for Glenwood Caverns and Iron Mountain Hot Springs. I am not an owner nor manager so my financial interest is only based on successful growth of the businesses. Which one of the two above apply in that scenario was not clear to me. I believe my contributions to this board would be substantial. My knowledge of tourism in Glenwood Springs runs deep but I'm also well connected and understand tourism throughout the region. With that knowledge I would help Glenwood Springs make the best spend, with high ROI on their tourism dollar.

Personal and Professional Interests

11. Why are you interested in serving on the Tourism Promotion Board? *

I have decades of experience in the tourism business locally. My contributions would be substantial and on point. I want to be a part of driving Glenwood Springs forward as a must-visit destination! I want to be a part of Glenwood Springs' economic success. I believe tourism serves as a substantial driver in that economic success.

12. What do you view as your role if selected as a member to the Tourism Promotion Board? *

To work with the board to make sure all trends and circumstances are considered when determining best practice, direction and placement of tourism dollars.

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

Yes. I have been in Sales & Marketing for over 25 years.

14. Do you have tourism industry experience or skills? *

My many years of experience and my many skills include understanding the inner-workings of the tourism industry throughout Western Colorado. Each market is different. I can bring an understanding of regional strengths and challenges to the board to aid in best decisions for Glenwood Springs.

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

I decided to be a part of Glenwood Springs Citizens' Alliance because the majority of local opinion opposes the expansion of the mine up Transfer Trail. My opinion was in that majority, I am in agreement with the public opinion and want to do something to support opposition.

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

Yes.

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

No.

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

I have worked with the Glenwood Springs Citizens' Alliance from the days of its inception. Though not a member of the board, I have consistently worked closely with the board. I have been active in generating donations, promoting and executing events, and communication.

19. Please select today's date. *

1/12/2021



20. Have you served on the Tourism Promotion Board before? *

☒ No

☐ Yes

Powers and Duties of the Tourism Promotion Board

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

(m) Tourism Promotion Board. The powers and duties of the Tourism Promotion Board shall be:

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b. Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

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(3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

(4) To establish rules of procedure and order for the Board to follow.

(5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s), deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.

(6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.

(7) To complete all other duties as may be directed by City Council.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

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Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
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(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

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(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Promotion Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Patrick Drake

2. Home Address *

1721 Bennett Ave. Glenwood Springs, CO 81601

3. Mailing Address *

Same as above

4. Home Phone *

970-379-1288

5. Work Phone *

970-945-6605

6. Mobile Phone *

970-379-1288

7. Email Address *

patrick@blueskyadventure.com

8. Occupation *

Co-Owner of Blue Sky Adventures, Canyon Bikes, & Colorado Overlander Snowmass Ski Patrol

Membership Qualifications

9. You must qualify as one of the options below to serve on the Tourism Promotion Board. Please select the option that applies to you. *

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☐ Two (2) citizens who are a resident of the City with no direct or indirect financial interest in a business referenced in (A), (B) or (C) above; or
- ☒ One (1) resident having a financial interest in a business referenced in (A), (B) or (C) above

10. Please explain here how you are qualified: *

- For the past 3 years, I have held a position and been an active member on the Tourism Promotion Board. - For nearly 15 years, I have been the co-owner of multiple tourism based business. All of these business are located in Glenwood Springs. - I am a lifetime resident of Glenwood Springs.

Personal and Professional Interests

11. Why are you interested in serving on the Tourism Promotion Board? *

I am interested in serving on the Tourism Promotion Board because I believe tourism in Glenwood Springs provides, and will continue to provide, a healthy, rewarding and sustainable future for our visitors, our citizens, and our community as a whole.

12. What do you view as your role if selected as a member to the Tourism Promotion Board? *

I would like to continue my role as being a contributing member of the Tourism Promotion Board. I view my role as an advisor who aids in decision making specific to the promotion of tourism within the City of Glenwood Springs.

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

I have the experience of serving on the Tourism Promotion Board for the past three years. Additionally, as co-owner of Blue Sky Adventures, Canyon Bikes, and Colorado Overlander, I directly overseen all marketing, advertising and public relation aspects of each business.

14. Do you have tourism industry experience or skills? *

Yes.

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

I have multiple experiences through my business ownership, but I have also gained valuable knowledge and experience over the past three years while serving on the Tourism Promotion Board. I realize that decisions must be made entirely on facts and constantly aware of what is best for the City as a whole, free of public opinion or bias.

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

Yes. As stated above, I fully understand that decisions must be made entirely on facts and in an unbiased manner.

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

No.

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

Tourism Promotion Board Member: 2018-current Snowmass Patrol Foundation President: 2012-current Shoshone Partnership: 2017-2019

19. Please select today's date. *

12/29/2020



20. Have you served on the Tourism Promotion Board before? *

☐ No

☒ Yes

Reappointment Applicants

21. Why do you think you should be reappointed? *

Over the past three years, I have gained important knowledge and a historical perspective that is valuable. I am a contributing member that has worked well with all staff and board members. I

continue to have a desire to contribute and assist in making Glenwood Springs a truly wonderful place for our citizens and visitors.

22. How many terms have you served on the Tourism Promotion Board? *

One.

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Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as

alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Promotion Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Heather Montross-Cowan

2. Home Address *

1017 Walz Ave Glenwood Springs, CO 81601

3. Mailing Address *

1017 Walz Ave Glenwood Springs, CO 81601

4. Home Phone *

970-690-1564

5. Work Phone *

970-404-3022

6. Mobile Phone *

970-690-1564

7. Email Address *

heather@raftdefiance.com

8. Occupation *

Co-owner of Defiance Rafting Company, Licensed Clinical Social Worker, Adjunct Faculty at Colorado Mountain College.

Membership Qualifications

9. You must qualify as one of the options below to serve on the Tourism Promotion Board. Please select the option that applies to you. *

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☐ Two (2) citizens who are a resident of the City with no direct or indirect financial interest in a business referenced in (A), (B) or (C) above; or
- ☒ One (1) resident having a financial interest in a business referenced in (A), (B) or (C) above

10. Please explain here how you are qualified: *

I qualify as both living as a resident within Glenwood Springs city limits as well as am co-owner of a tourism-based business (Defiance Rafting Company).

Personal and Professional Interests

11. Why are you interested in serving on the Tourism Promotion Board? *

Community engagement and involvement has always been a passion of mine and is what has contributed to my personal and professional journey of becoming a social worker and working in the tourism industry. For me, serving on the tourism board allows me to engage in the community as well as provides a platform for collaborating with other residents and business owners. Moreover, tourism supports the livelihood of my family and having a voice at the table provides an opportunity to promote the outdoor industries that surround this amazing community.

12. What do you view as your role if selected as a member to the Tourism Promotion Board? *

My role as a board member is to listen, learn, and collaborate with various entities and levels of the community. The role of a member is also to provide checks and balances while supporting all facets of the tourism industry. Growing up in Colorado, but being newer to this community, I feel that I am able to offer additional perspectives and views.

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

As an owner and operator of a tourist-based company in a competitive market, I work closely with our marketing and advertising team on all aspects of design that represent the Defiance brand. Also, I am involved in all daily operations and interact with tourist guests as well as community members and partners.

14. Do you have tourism industry experience or skills? *

Owning a business in the outdoor industry has provided me with experience working in the tourism industry. Additionally, being a resident of a tourist town inevitably results in promoting all assets of our community to guests of the area (i.e. shopping, dining, lodging, and outdoor recreating).

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

The most difficult decisions I have made related to public opinion and tourism has been surrounding our COVID-19 response. With varying degrees of comfort levels, we worked to implement our approved Garfield County protocols as well as State and CDC recommendations. With regulations shifting, we had to adjust while hosting guests from different areas of the country and different opinions on safety.

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

As a member of the tourism board, I do feel it is a responsibility to support the goal of the City as well as provide checks and balances on decisions and funding that impact the tourism industry. I believe members should help guide decisions made by the City and municipalities. I feel that I have the experience to collaborate and problem solve on issues that support the greater goals of the industry and benefits to our community. Therefore, I can align with plans that encompass the benefits of tourism for the community and ensure decision makers consider potential impacts to the industry as well.

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

As a board member, serving the community is a priority. I do not foresee any limitations to my ability to be a full functioning member of the tourism board.

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

As a professional social worker working in the nonprofit sector, I have been accountable to boards and commissions. This includes providing outcomes for programming, offering recommendations, and bringing the voices of the group to the table. Recently, I served as the PTA secretary for Glenwood Springs Elementary school and assisted in organizing fundraising events and building community.

19. Please select today's date. *

1/19/2021



20. Have you served on the Tourism Promotion Board before? *

☒ No

☐ Yes

Powers and Duties of the Tourism Promotion Board

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

(m) Tourism Promotion Board. The powers and duties of the Tourism Promotion Board shall be:

(1) To investigate, study and report to the City Council:

a. All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and

b. Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

(2) To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

(3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

(4) To establish rules of procedure and order for the Board to follow.

(5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s), deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance

to City Council.

(6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.

(7) To complete all other duties as may be directed by City Council.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at

the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Board Appointments
Charlie Willman Memo to Council

Council:

I have spent some time on these appointments because it appears that the current appointments have failed to follow our Code in two respects. First they have failed to maintain the concept contemplated in the Code to replace/reappoint three members every year (overlapping terms) and we will have five vacancies next year in 2022 and, second to clarify “citizen” appointments. There are currently three “citizen” appointments. Two of these are citizens with no direct or indirect financial interest in tourism, lodging and retail/restaurant businesses and one citizen who MAY have a direct or indirect financial interest in tourism, lodging and retail/restaurant businesses.

I have spoken to Lisa Langer and others and there is a belief that we need to reevaluate the Board makeup as to what industries and/or citizens should be members of the Board. So temporarily here is my thought and my suggested motion(s) for this week:

First - motion for appointments:

1. appoint one or the other of the Lodging candidates (Ball or James) to a three year term ending in 2024 and appoint the other candidate as an alternate to the Board.
2. appoint Patrick or Montross-Cowan to citizen with interest in tourism, lodging and restaurant retail to a three year term and appoint the other as an alternate to the Board.
3. There is a question on Emery and whether she has, as an employee of the Caverns or Iron Mountain, a direct or indirect interest in tourism, lodging and restaurant retail. She could be appointed to the open seat of a citizen with NO direct or indirect interest along with Sharon Brady (whose term is not up for renewal). If appointed then Emery should be appointed for a one year term to start to clean up the overlap issue. Or appoint Emery as an alternate and defer until the Tourism Board reports back on makeup of the Board.

Second - Move to charge the Tourism Board with investigating and reporting back to Council before the end of this year (so appointments can be made in 2022 consistent with new makeup - if any) on the future makeup of Board which may include changing the composition of the Board and making recommendations on future appointments so as to have staggered terms.



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Airport Commission Appointments

Action Requested: Airport Commission Appointments

Department: City Administration

Presented By: Sara Weigel, Executive Administrative Assistant

Background Info: The Airport Commission has one regular seat available (to fill) and with term expiring 03/2023 and

- Stephanie Stanfield applied in 2021 and interviewed with Jonathan Godes on February 18, 2021 and was deemed eligible for appointment. Term will expire 03/2023.

The Airport Commission has up to three alternate seats available with terms expiring 03/2024.

- Sean Thomas applied in 2021 and interviewed with Jonathan Godes on February 18, 2021. Sean was deemed eligible for alternate appointment. Term will expire 03/2024.
- Joe Mueller, who lives outside of city limits but within the 81601 zip code, interviewed for an alternate position on the Airport Commission with Jonathan Godes on February 18, 2021 and was deemed eligible pending Council's consideration.

Issues: None.

Staff Recommendation: Staff defers to Council.

Airport Commission Application

Thank you for your interest in serving your community. Please answer all questions on this application.

Personal Information

1. Name *

Stephanie Stanfield

2. Home Address *

3900 Old Lodge Road A-8 Glenwood Springs, CO 81601

3. Mailing Address *

3900 Old Lodge Road A-8 Glenwood Springs, CO 81601

4. Home Phone *

970-379-4193

5. Work Phone *

970-379-4193

6. Mobile Phone *

970-379-4193

7. Email Address *

drsteph5@gmail.com

8. Occupation *

Self employed

Personal and Professional Interests

9. Do you have any specific areas of interest relating to the airport? Do you have any particular perspective related to its use or development? *

I served on the Airport Board for 2 terms. I was chairman for one of those terms. I am interested to keeping the airport as a valuable asset to our community.

10. What do you view as your role if selected as a member to the Airport Commission?

*

To follow the current events in the community at large and the airport in particular and respond with solutions.

11. Do you have any experience working with people on a board, commission, committee, or as part of some other decision making group? *

Yes, as mentioned I served on the airport board previously. I helped to organize the campaign for voters to have a say in the future of the airport. I currently serve as an officer in Roaring Colorado Toastmasters Club.

12. Do you understand that as a member of the Airport Commission you would be serving in an advisory role to City Council regarding airport issues? *

Yes. I have that experience.

13. If, as a member of the Airport Commission, you had to make a decision that was unpopular with either airport users or residents surrounding the airport, how might you approach that situation? *

I have been in this position before and I honor that everyone has their opinion. I look for the greatest benefit to our community, our airport and our residents.

14. The Airport Commission meetings typically occur one morning a month, with other occasional related events, meetings, and email contact. Will you be sufficiently available to participate? *

Yes

15. Do you have any areas of expertise that could be helpful to the Commission's decision making? *

Experience on committees, former pilot current resident.

16. Please enter today's date *

1/27/2021



17. Have you previously served on the Airport Commission? *

☐ No

☒ Yes

Reappointment Applicants

18. Why do you think you should be reappointed? *

It has been awhile since I have served. I am ready to come back in the interests of my community.

19. Have you served more than two full terms on the Airport Commission? *

No

Powers and Duties of the Airport Commission

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

(2) Airport Commission

a. Five (5) citizens, at least four (4) 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:

(b) Powers and Duties of Airport Commission. The powers and duties of the Airport Commission shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Commission by the City Council; and such Commission may investigate, study, and report to City Council on such other matters concerning the Municipal Airport as the Commission may deem for the best interests of the City.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

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Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Airport Commission Application

Thank you for your interest in serving your community. Please answer all questions on this application.

Personal Information

1. Name *

Sean Thomas

2. Home Address *

1305 Bennett Ave Glenwood Springs, CO 81601

3. Mailing Address *

1305 Bennett Ave Glenwood Springs, CO 81601

4. Home Phone *

970-945-9660

5. Work Phone *

970-945-7758

6. Mobile Phone *

970-379-0222

7. Email Address *

thomassm@comcast.net

8. Occupation *

Estimator / Project Manager

Personal and Professional Interests

9. Do you have any specific areas of interest relating to the airport? Do you have any particular perspective related to its use or development? *

I am very interested in the airport as a pilot and citizen of Glenwood Springs. I learned to fly at KGWS in 1996 and have used the airport since then as a local pilot. In regard to my perspective

related to its use or development, I would like to see it maintained and upgraded as much as possible to serve locals and visitors alike.

10. What do you view as your role if selected as a member to the Airport Commission?
*

My role would be to fill a position on the commission, to hear and voice my opinion on matters affecting any airport issues that may arise.

11. Do you have any experience working with people on a board, commission, committee, or as part of some other decision making group? *

I do not have experience on any boards or commissions, however, I do have a great deal of experience dealing with people and groups as a project manager of a construction company for over 25 years here in Glenwood Springs.

12. Do you understand that as a member of the Airport Commission you would be serving in an advisory role to City Council regarding airport issues? *

Yes, and I would do my best to give clear and unbiased information to City Council.

13. If, as a member of the Airport Commission, you had to make a decision that was unpopular with either airport users or residents surrounding the airport, how might you approach that situation? *

Straight forward. Nobody likes unpopular decisions however sometimes they have to be made as you can't please everyone all of the time. I would hear all discussions and make decisions popular or not based on the facts that were presented.

14. The Airport Commission meetings typically occur one morning a month, with other occasional related events, meetings, and email contact. Will you be sufficiently available to participate? *

Yes

15. Do you have any areas of expertise that could be helpful to the Commission's decision making? *

Good listening and communication skills.

16. Please enter today's date *

1/29/2021



17. Have you previously served on the Airport Commission? *

☒ No

☐ Yes

Powers and Duties of the Airport Commission

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

(2) Airport Commission

a. Five (5) citizens, at least four (4) 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:

(b) Powers and Duties of Airport Commission. The powers and duties of the Airport Commission shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Commission by the City Council; and such Commission may investigate, study, and report to City Council on such other matters concerning the Municipal Airport as the Commission may deem for the best interests of the City.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

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Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill

such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Airport Commission Application

Thank you for your interest in serving your community. Please answer all questions on this application.

Personal Information

1. Name *

Joe Mueller

2. Home Address *

1113 Huebinger Drive Glenwood Springs, CO 81601

3. Mailing Address *

1113 Huebinger Drive Glenwood Springs, CO 81601

4. Home Phone *

9703199514

5. Work Phone *

9702309353

6. Mobile Phone *

9703199514

7. Email Address *

jmueller1113@hotmail.com

8. Occupation *

Owner, Mueller Construction Services, Inc.

Personal and Professional Interests

9. Do you have any specific areas of interest relating to the airport? Do you have any particular perspective related to its use or development? *

The airport is a valuable asset for our community, most recently shown during the Grizzly Creek Fire. As a new pilot this asset is extremely valuable to me.

10. What do you view as your role if selected as a member to the Airport Commission?

*

To safeguard the long term use and value of the airport.

11. Do you have any experience working with people on a board, commission, committee, or as part of some other decision making group? *

Yes, I have served as a member of the Parish Council for St Mary of the Crown Catholic Church and have been the past President, and have served as a Rotarian for the Glenwood Springs Rotary Club as secretary, President Elect, and President (2012-2013).

12. Do you understand that as a member of the Airport Commission you would be serving in an advisory role to City Council regarding airport issues? *

Yes, advisory only

13. If, as a member of the Airport Commission, you had to make a decision that was unpopular with either airport users or residents surrounding the airport, how might you approach that situation? *

I would strive to listen to any reasonable side of the issue, and make a decision based on fact but ,admitting biased toward the airport as a pilot.

14. The Airport Commission meetings typically occur one morning a month, with other occasional related events, meetings, and email contact. Will you be sufficiently available to participate? *

As a pilot who values the airport as an asset, I will make concerted effort to attend meetings as scheduled.

15. Do you have any areas of expertise that could be helpful to the Commission's decision making? *

I have worked for a Bridge contractor for 10 years and have been involved in numerous bridge projects in the valley most notably the Midland Avenue bridge over the Colorado River in 1995. I was the estimator and Project Manager of that project. My firm is also active in bridge construction and I bring a wealth of knowledge of bridge construction as it relates to the South Bridge Project.

16. Please enter today's date *

2/2/2021



17. Have you previously served on the Airport Commission? *

☒ No

☐ Yes

Powers and Duties of the Airport Commission

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

(2) Airport Commission

a. Five (5) citizens, at least four (4) 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:

(b) Powers and Duties of Airport Commission. The powers and duties of the Airport Commission shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Commission by the City Council; and such Commission may investigate, study, and report to City Council on such other matters concerning the Municipal Airport as the Commission may deem for the best interests of the City.

Appointment, Removal, Term and Vacancies of Boards and Commissions

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Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at

the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

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(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: River Commission Appointments

Action Requested: River Commission Appointments

Department: City Administration

Presented By: Sara Weigel, Executive Administrative Assistant

Background Info: The River Commission has three regular seats available with terms expiring 03/2024.

- Scott Schreiber, whose regular seat on the Commission expires 03/2021, was deemed eligible for appointment by Mayor Pro Tem Kaup.
- Erika Gibson, whose regular seat on the Commission expires 03/2021, was deemed eligible for appointment by Mayor Pro Tem Kaup.
- Richard "Chip" Fisher applied for a regular position. Chip interviewed with Mayor Pro Tem Kaup and is eligible for appointment.

Issues: None.

Staff Recommendation: Staff defers to Council.

River Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Richard (Chip) Fisher

2. Home Address *

45 Ptarmigan Dr, Glenwood Springs, CO 81601

3. Mailing Address *

45 Ptarmigan Dr, Glenwood Springs, CO 81601

4. Home Phone *

3037462549

5. Work Phone *

9703849092

6. Mobile Phone *

3037462549

7. Email Address *

richardpfisher@gmail.com

8. Occupation *

Water Resources Engineer (PE 57906)

Personal and Professional Interests

9. Why are you interested in serving on the River Commission? *

I have recently developed an interest in public service and want to be involved with public and community service in a way that I can leverage my engineering experience and passions for the environment, water resources, and recreational pursuits (boating, fishing, skiing, hiking, biking, running).

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

I have been living in Glenwood Springs and working as a civil and water resources engineer for a local consulting firm since 2018. As an consultant, I have worked on projects throughout western Colorado on issues related to agriculture, irrigation, water quality, and development in wetland/riparian areas. From these projects, I have a deep understanding of the technical engineering considerations to protect rivers and riparian habitats, water quality, and water resources. Also from my engineering experience, I understand the local, state, and federal policies that protect our rivers and water resources.

11. Do you actively participate in activities using the City's open spaces, trails or rivers? *

Yes. I enjoy riding bikes (mountain and road), hiking, and running on the trails and open spaces. I also fly fish and enjoy boating and SUPing on our local rivers.

12. Have you previously served in any policy advisory capacity relative to natural resource protection? If so, state your role. *

No I have not.

13. What do you see as the role that rivers, trails and open spaces play in the character and function of the Glenwood Springs Community? *

I think that our rivers, trails, and open spaces are some of the Glenwood Springs Community's most valuable resources. As such, I see these resources as being of critical importance to quality

of life in our community and the protection and continual improvement of these resources should be prioritized when considering the City's goals, policies, and plans for development. People visit and live in our community in large part due to the recreational activities provided by our beautiful natural environment in Glenwood Springs and surrounding us further afield.

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

Yes I can. As a consultant and licensed professional engineer, it is part of my job to advocate for my clients in an objective, equitable, and ethical manner, regardless of my personal opinions.

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

I have no experience working in public service. I have participated on small planning committees for the annual company meeting at my place of employment. I enjoyed working with my colleagues in a forum where we could help provide guidance to company leadership on ways to improve the informational aspects and the team-building value of our company meeting.

16. Are you able to attend a monthly meeting of the River Commission held at 7:30 a.m. on the first Wednesday of each month? *

☒ Yes

☐ No

17. Please select today's date. *

1/4/2021



18. Have you served on the River Commission before? *

☒ No

☐ Yes

Powers and Duties of the River Commission

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

Composition of the River Commission:

(7) River Commission.

a. Seven (7) citizens, with one (1) alternate, 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.

(g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

(1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.

(2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.

(3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.

(4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.

(5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.

(6) To appoint subcommittees as necessary to carry out the foregoing functions.

(7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.

(8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:
Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:
Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:
Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to

be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

River Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Scott Schreiber

2. Home Address *

1806 Ouray Road, Glenwood Springs, CO 81601

3. Mailing Address *

1806 Ouray Road, Glenwood Springs, CO 81601

4. Home Phone *

423-943-7500

5. Work Phone *

970-945-7755

6. Mobile Phone *

423-943-7500

7. Email Address *

sschreiber@wrightwater.com

8. Occupation *

Water Resource / Stream Restoration Engineer at Wright Water Engineers

Personal and Professional Interests

9. Why are you interested in serving on the River Commission? *

As a water resource engineer, volunteering in my field is a lifelong passion. Being brought up in the south and as an Eagle Scout, I have a profound moral obligation to helping out and "doing my part." I am an avid fly fisherman and skier and enjoy the benefits of our resources. I feel it is my duty to preserve this recreation for future generations and can do this through the Commission. I see the River Commission as the mechanism to get things done and want to establish myself as a part of this great community and apply my technical background for the good of our residents.

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

As a water resource engineer, volunteering in my field is a lifelong passion. Being brought up in the south and as an Eagle Scout, I have a profound moral obligation to helping out and "doing my part." I am an avid fly fisherman and skier and enjoy the benefits of our resources. I feel it is my duty to preserve this recreation for future generations and can do this through the Commission. I see the River Commission as the mechanism to get things done and want to establish myself as a part of this great community and apply my technical background for the good of our residents.

11. Do you actively participate in activities using the City's open spaces, trails or rivers? *

I usually fish at least 3 times a week, if not more during times off work. I reside along the Roaring Fork in Park East and share a conservation easement with my neighbors for the Roaring Fork Conservancy. I constantly access fishing locations through the numerous trail connections with my wife who is an avid trail runner (she runs while I fish!). I recently purchased a used boat and look forward to experiencing the river as a boater. However, my main enjoyment is being outside in our public spaces with my growing family. Having just moved to the area in late fall, I plan to participate in volunteer clean up activities along the river and trails with the local Trout Unlimited Chapter and the River Stewards starting this spring.

12. Have you previously served in any policy advisory capacity relative to natural resource protection? If so, state your role. *

I was past president of Denver Trout Unlimited (until term ends), and was previously served as vice president; these roles contribute to policy advisory as the Denver chapter primarily advocates for projects and city improvement on Denver's South Platte. In Denver, I also sat on the CWCB Metro Roundtable as the Recreational Representative; I was in charge of the Water Supply Reserve Funds for that area and directly influenced policy introduced by the Roundtable. I am also a Water Education Colorado (formerly Colorado Foundation for Education) Water Leader Graduate, a program which largely connects water professionals to one another in a forum to improve water policies in our state. I currently sit on the Colorado Roundtable as Recreational Co-Representative.

13. What do you see as the role that rivers, trails and open spaces play in the character and function of the Glenwood Springs Community? *

Rivers, trails and open spaces are the arteries that connect the community to the environment for a multitude of reasons. These are the gateways for our the community to learn about how to take care of our sensitive environment. These are outlets for activity and exercise; our water, trails and open spaces help us learn about new flora and fauna and give us the ability to understand the life cycle our ecosystem. We hold a responsibility as caretakers of our delicate system for future generations. Rivers, trails and open spaces are a main reason many people choose to live in Glenwood Springs, as well as an opportunity to educate those who live in the area who may not be as sensitive to our natural surroundings.

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

Due to previous leadership experience, I know I can separate my personal opinions to best represent the City's goals, policies, plans and code in an equitable fashion. As chosen leaders, we are a representative of many and therefore we must take the bigger picture into account. Because I am used to leading large teams, I feel my perspective offers a more diplomatic approach to this role; I am already well-schooled in pursuit of solutions that benefit longer term success rather than immediate, individual interests, and plan to bring this perspective to the Commission.

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

Current board member on River Commission and Colorado River Roundtable and Denver Trout Unlimited.

16. Are you able to attend a monthly meeting of the River Commission held at 7:30 a.m. on the first Wednesday of each month? *

☒ Yes

☐ No

17. Please select today's date. *

2/5/2021



18. Have you served on the River Commission before? *

☐ No

☒ Yes

Reappointment Applicants

19. Why do you think you should be reappointed? *

I have a great understanding of the water resources of Glenwood Springs and current on-going projects. I am currently the Vice-Chair.

20. Have you served more than two full terms on the River Commission? *

No

Powers and Duties of the River Commission

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

Composition of the River Commission:

(7) River Commission.

a. Seven (7) citizens, with one (1) alternate, 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.

(g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

(1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.

(2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.

(3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.

(4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.

(5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise

advise the City Council on budgetary needs related to preservation of open space and river improvement.

(6) To appoint subcommittees as necessary to carry out the foregoing functions.

(7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.

(8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

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Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

River Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Erika Gibson

2. Home Address *

104 3rd St., Apt. A, Glenwood Springs, 81601

3. Mailing Address *

104 3rd St., Apt. A, Glenwood Springs, 81601

4. Home Phone *

720-224-3454

5. Work Phone *

970-928-3485

6. Mobile Phone *

720-224-3454

7. Email Address *

erika@balcombgreen.com

8. Occupation *

Attorney

Personal and Professional Interests

9. Why are you interested in serving on the River Commission? *

I am interested in deepening my contribution to the River Commission's goals. There is a lot I have learned during my tenure, that I wish to build on. I want to more creatively and collaboratively further our goals.

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

My practice in water law, land use, and administrative law provide context to many of the River Commission's goals and priority items. I've also become a bit of a city-council-meeting nerd to hear what larger discussions are being had that may affect or provide opportunities for our goals and priorities.

11. Do you actively participate in activities using the City's open spaces, trails or rivers? *

Yes. I raft on the Colorado River and Roaring Fork River and run on the trail systems. I use almost all the parks for various group activities. Before I moved, I commuted to work on the Roaring Fork bike path.

12. Have you previously served in any policy advisory capacity relative to natural resource protection? If so, state your role. *

Before law school, I served as a community program coordinator for the Governor's Energy Office. While not natural resource protection, my job was to promote energy efficiency and renewable energy programs. I was a liaison between the Governor's office policies and rural and mountain local governments.

13. What do you see as the role that rivers, trails and open spaces play in the character and function of the Glenwood Springs Community? *

Rivers, trails, and open space are our community's outlets. They are our sanctuaries, playgrounds, and natural spaces for promoting health and convening friends and family. The quality and availability of these natural spaces are crucial to our community's well-being.

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

Yes. My practice as an attorney requires the separation of my opinions from representing a client's interest. By nature, I am equitable and diplomatic in my interactions, especially when I am interacting as a representative. I've had some direct and, I think, successful practice at this while serving on the River Commission.

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

I have served on this River Commission and advised boards of directors for ditch companies and water conservancy districts. I served on the outreach and education committee for the Middle Colorado Watershed Council, and am looking to be involved again this summer.

16. Are you able to attend a monthly meeting of the River Commission held at 7:30 a.m. on the first Wednesday of each month? *

☒ Yes

☐ No

17. Please select today's date. *

2/19/2021



18. Have you served on the River Commission before? *

☐ No

☒ Yes

Reappointment Applicants

19. Why do you think you should be reappointed? *

I want to build on my experience and knowledge from the first term and deepen my contribution to the River Commission's goals. I can see the path forming.

20. Have you served more than two full terms on the River Commission? *

No.

Powers and Duties of the River Commission

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

Composition of the River Commission:

(7) River Commission.

a. Seven (7) citizens, with one (1) alternate, 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.

(g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

- (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 - (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 - (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 - (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 - (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions.
 - (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 - (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
-

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

- (a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

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Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:
Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:
Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Parks and Recreation Commission Appointments

Action Requested: Parks and Recreation Commission Appointments.

Department: City Administration

Presented By: Sara Weigel, Executive Administrative Assistant

Background Info: The Parks & Recreation Commission has two regular seats available with terms expiring 03/2024.

Jasmin Ramirez, whose alternate seat on the Commission expires 03/2021, applied for a regular seat in 2021 and was deemed eligible for appointment by Steve Davis. New term will expire 03/2024.

Kris Smulczenski applied for the regular seat that “resides outside city limits but within the 81601 zip code” in 2021. Kris interviewed with Steve Davis on February 3rd and was deemed eligible for appointment pending the current member (Dawn Randolph) who resides outside of city limits but within the 81601 zip code did not apply for reappointment. Dawn did not reply. Kris’ term will expire 03/2024.

Issues: None.

Staff Recommendation: Staff defers to Council.

Parks and Recreation Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Jasmin Ramirez

2. Home Address *

4015 Sky Ranch dr

3. Mailing Address *

4015 Sky Ranch dr

4. Home Phone *

970-319-9016

5. Work Phone *

970-319-9016

6. Mobile Phone *

970-319-9016

7. Email Address *

jasramirez8@gmail.com

8. Occupation *

Program coordinator for Voces Unidas

Personal and Professional Interests

9. Why are you interested in serving on the Parks and Recreation Commission? *

I am committed to seeing through our recently created program goals and continuing the work in making our parks and our recreation department accessible for all our community members.

10. What do you view as your role if selected as a member of the Parks and Recreation Commission? *

An extra diverse voice among community volunteers.

11. What experience and/or interest do you have in programming, planning, and being a part of community meetings? *

I have been part of this commission since 2019.

12. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs? *

I am invested on the inclusion/access piece for our parks, and the outdoors.

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

Yes.

14. Can you describe an experience making a decision that made people unhappy? *

As a school board member in our district, I've made many decisions that made people unhappy. COVID response would be one of them.

15. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.) *

No. I am committed to being a member of this team.

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

I've served on this commission for 2 years, I currently serve as a School Board Director for the RFSD, and I've sat on many committees in town and throughout my adult career.

17. Please select today's date. *

2/3/2021



18. Have you served on the Parks and Recreation Commission before? *

☐ No

☒ Yes

Reappointment Applicants

19. Why do you think you should be reappointed? *

Because as a resident of this community and volunteer I find it important to continue bringing a diverse perspective on how we engage our diverse community. Our team has worked cohesively and has been very intentional about how to make our parks and recreation accessible for all.

20. Have you served two or more terms on the Parks and Recreation Commission? *

No.

Powers and Duties of the Parks and Recreation Commission

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

Composition of the Parks and Recreation Commission:

(5) Parks and Recreation 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.

b. (R 20-05 §2)

c. (R 20-05 §2)

d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

Powers and Duties:

(e) Powers and duties of Parks and Recreation Commission. The powers and duties of the Parks and Recreation Commission shall be:

(1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.

(2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.

- (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
- (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
- (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
- (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.
- (7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.
- (8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.
- (9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(A 61-02 §4)

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

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Local Liquor Licensing Authority;
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Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



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

PARKS AND RECREATION COMMISSION APPLICATION

(for Powers and Duties, see page 3)

Section 1 – Name and Address

Name Kris Smulczenski
Home Address 11101 county rd. 117 #A4 GWS, CO 81601
Mailing Address PO Box 3052 GWS, CO 81602

Section 2 – Contact Information

Home _____ Work _____
Fax _____ Mobile 970-393-7805
Email kriski13@gmail.com

Section 3 - Occupation

Occupation Independent contractor

Section 4 – Personal and Professional Interests

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

To strengthen my community involvement within a scope that is vital to our health and well-being.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

To listen and develop a comprehensive understanding of GWS mission, vision, and implementation of future and current projects.

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

As a former Recreation major at Western State University I have a uniquely Colorado perspective on environmental concerns and impacts in our region. My ability to listen to all aspects of an issue and creatively brainstorm with a team are strengths of mine. I would love to be more involved with this amazing community!



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**PARKS AND RECREATION COMMISSION
APPLICATION**

(for Powers and Duties, see page 3)

Section 4 – Personal and Professional Interests (Continued)

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

I am very active in all aspects of recreation here in GWS. Skiing, biking, hiking, hockey, disc golf, and dogs are all passions of mine.

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

Yes.

6. Can you describe an experience making a decision that made people unhappy?

In almost any aspect of rule/law development and implementation there will be sides that end-up unhappy with decisions made that do not represent their own. Being part of a board; it is our responsibility to be able to transparently explain to our neighbors why we have decided the way we have while not alienating or being condescending to their opinions/views.

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

No.

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

I have been in management within the ski and restaurant industries for over 20 years.

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

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



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

PARKS AND RECREATION COMMISSION APPLICATION

(for Powers and Duties, see page 3)

POWERS AND DUTIES OF THE PARKS AND RECREATION/TREE COMMISSION

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

Composition of the Parks and Recreation/Tree Commission:

(5) Parks and Recreation 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.
- b. (R 20-05 §2)
- c. (R 20-05 §2)
- d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

Powers and Duties:

(e) Powers and duties of Parks and Recreation Commission. The powers and duties of the Parks and Recreation Commission shall be:

- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
- (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
- (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
- (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
- (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
- (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.



City of Glenwood Springs

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

**PARKS AND RECREATION COMMISSION
APPLICATION**

(for Powers and Duties, see page 3)

(7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.

(8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.

(9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(A 61-02 §4)



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Arts and Culture Board Appointments

Action Requested: Arts and Culture Board Appointments

Department: City Administration

Presented By: Sara Weigel, Executive Administrative Assistant

Background Info: The Arts & Culture Board has two regular seats available with terms expiring 03/2023 and 03/2024. Jenny Trumble and John Carr applied in 2021 and interviewed with Shelley Kaup on February 16, 2021. Both applicants are eligible for appointment.

Recommended terms: Jenny Trumble 03/2024 and John Carr 03/2023 (to fill).

Issues: None.

Staff Recommendation: Staff defers to Council.

Arts and Culture Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Jenny Trumble

2. Home Address *

1557 Breen Alley Glenwood Springs, CO 81601

3. Mailing Address *

1557 Breen Alley Glenwood Springs, CO 81601

4. Home Phone *

(303)590-5718

5. Work Phone *

(970)927-4925

6. Mobile Phone *

(303)590-5718

7. Email Address *

jennifer.trumble@gmail.com

8. Occupation *

Architect

Personal and Professional Interests

9. Membership Qualification *

- ☒ Five (5) citizens who are a resident of the City.
- ☐ Two (2) citizens of which may reside outside of the City, but within 81601 zip code area or own real property or business within the City.

10. You must qualify as one of the above to serve on the Arts and Culture Board.
Please explain below how you are qualified. *

Resident of the City

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

I grew up in the kind of small town that, at the time, felt very far away from anything that could be called art. Art was seldom celebrated, public arts programs were non-existent, and arts curriculum in the school was slim. As an adult, I've come to cherish every chance I get to browse through a gallery, hear live music, or see a show. I value the arts communities that I've become a part of because they make room for new perspectives and lift voices that otherwise might not be heard. The art scene in Glenwood Springs is full of potential - I want to serve on the Arts and Culture Board to help it grow!

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

If selected, I'll work with the rest of the team to support the board's mission to promote awareness, access, and appreciation of the arts. As a new member, this will likely be a support role with a fresh perspective and energy. As I build tenure, I'm happy to take on more leadership roles. I'm really excited about the Public Art Plan that's in progress, and I'd love to be a part of it coming to fruition.

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

I have graphic design skills that I have honed through years of work in architecture, including extensive experience with Adobe Photoshop, InDesign, and Illustrator. Also through work in architecture, I've written for numerous design awards submissions, RFQs and RFPs. I'm social media literate.

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

I'm a professional architect - and an arts enthusiast! I love visiting galleries and arts events in region, and taking ceramics courses at the Carbondale Clay Center.

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

As an architect and citizen, I've been on both sides of the public opinion equation. Though I have not yet been on a board tasked with making decisions based on public opinion, I've put in work to address the concerns of many. Ultimately, it's about understanding concerns, and doing what's best for the community as a whole.

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

Yes.

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

My work as an architect is demanding at times, but generally flexible outside of normal business hours. I'm looking forward to getting involved, and committed to dedicating my time.

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

I have served on numerous committees for the American Institute of Architects (AIA) Colorado Chapter. As a member of the Practice and Design Conference Committee I've helped engage and secure keynote speakers, as well as program a breakout work session aimed at promoting equity in leadership and career advancement in the field of architecture. As a member of the Mentorship Task Force, I helped create a plan to implement a structured mentorship program for AIA Colorado members.

19. Please select today's date. *

1/28/2021



20. Have you served on the Arts and Culture Board before? *

☒ No

☐ Yes

Powers and Duties of the Arts and Culture Board

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

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

- 1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
- 2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
- 3) To provide opportunities for cultural and art experience and education for children and adults.

- 4) To promote increased interaction among artists and opportunities for growth and exposure.
 - 5) To promote knowledge and appreciation for cultural forms of artistic expression.
 - 6) To make recommendations to the City Council with respect to annual budget appropriations for the arts.
 - 7) To advise and consult with local arts groups as requested by such groups or by the City Council.
-

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Promotion Board;
Building Board of Appeals.

(2) March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges

shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No Board member shall serve more than two (2) terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Arts and Culture Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

John Carr

2. Home Address *

2610 Gilstrap Ct. Glenwood Springs, CO 86101

3. Mailing Address *

PO1054 Silt Colorado 81652

4. Home Phone *

970 852 1870

5. Work Phone *

970 852 1870

6. Mobile Phone *

970 852 1870

7. Email Address *

carrart@gmail.com

8. Occupation *

Artist/Designer/Curator

Personal and Professional Interests

9. Membership Qualification *

- ☒ Five (5) citizens who are a resident of the City.
- ☐ Two (2) citizens of which may reside outside of the City, but within 81601 zip code area or own real property or business within the City.

10. You must qualify as one of the above to serve on the Arts and Culture Board.
Please explain below how you are qualified. *

I will call and ask if I can list their names, I know exactly 6 people here in town. :)

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

I live to make a difference and spread love through the mindful organizing and execution of creative public work.

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

Creative, big picture thinking. As a graffiti writer turned artist, design professional and eventually curator, I have a keen sense of what "works" on many levels. My experience with budgeting and managing artists would be an asset as well as my friendly, informed and collaborative nature.

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

Many years (20) working with some of NYC biggest ad agencies including KB&P (Rockport) , Y&R (Pepsi) and Strawberry Frog (Pampers) in the early years 97-2006, I then got hired as AD for Avon's mark. brand which lead to Digital Art Director for TVOne, iOne Digital. Since 2016 I've been working on my artwork in studio and larger murals including curation of ArtBoatNYC and a 2100 sq ft mural at the World Trade Center site. Loads of valuable experience all around. For ore: http://jcbknyc.com/wp-content/uploads/2020/03/AD_Digital-Media-CV.pdf

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

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

As founder of the Bravo Community Mural Project (#bravocommunitymuralproject) in Brooklyn NYC 2012, painting walls with "street art" and reclaiming an alley in my neighborhood that had devolved into a "shooting gallery" in the center of an otherwise well-to-do Williamsburg, was filled with challenges. By putting my own money and time up to curate and produce the first session of Artists while creating some memorable work, I was able to not only gain the trust of the community, throwing block parties and years alter witnessing the creation of two condominiums on that block.

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

I will do my best to stay as professional as possible.

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

Would love to speak with you more about this.

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

Looking forward to the opportunity.

19. Please select today's date. *

2/11/2021



20. Have you served on the Arts and Culture Board before? *

☒ No

☐ Yes

Powers and Duties of the Arts and Culture Board

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

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Airport Board;
River Commission.

(3) April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

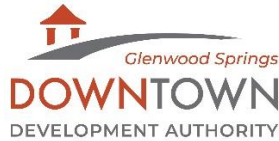
(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

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(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



Memo: Glenwood Springs Downtown Development Authority 2020 Plan of Development Update
From: Laura Kirk, Executive Director, Glenwood Springs Downtown Development Authority
Date: February 19, 2021

Background: In November of 2000, the voters of Glenwood Springs approved the establishment of the Downtown Development Authority. The 2001 Plan of Development was created as a statutorily required step in the formation of the DDA. A Plan of Development is an official public document expressing a community vision for the downtown area. The 2001 Plan of Development was presented goals and objectives of the DDA while listing specific examples of projects for consideration by the DDA. The Plan also established a revenue stream for the downtown through Tax Increment Financing.

The 2001 document is now outdated with many projects either completed or no longer relevant. In keeping with the desire to have a living and evolving policy document, the DDA worked with Downtown Colorado, Inc (DCI) to update the Plan over the course of 2020. DCI is a state-wide association representing Downtown Development Authorities and other commercial districts in Colorado. DCI's familiarity with DDA's across the state provided technical assistance and expertise during the Plan update process.

2020 Plan Update: The Plan update recognizes that Downtown Glenwood Springs is a very different place than it was nearly twenty years ago. The updated Plan accomplishes the following:

- Reflects advances and changes in Downtown over the last 20 years!
- Aligns the Plan with City of Glenwood Springs plans and policies that have been adopted and implemented since 2001.
- Refreshes the mission statement, outlines desired outcomes in the downtown district, and suggests sample strategies for future action.
- Creates a strong policy foundation to be used to develop action plans for resource allocations by the DDA and the City of Glenwood Springs.

No change to the TIF is proposed as a part of the Plan update. The TIF expires in 2027; the DDA Board and the Council will need to decide before that time period about a variety of options for the TIF. The sales and property taxes that accrue to the DDA do not represent any kind of a tax increase, but are strictly an apportionment of revenues generated within the DDA to be spent within the DDA's boundaries.

Partners have played a key role in the update of the Plan including City Staff, the Glenwood Springs Chamber Resort Association, various City Commissions, and the DDA Board. The DDA Board approved the Plan Update by unanimous vote at our December, 2020 Board meeting. The Plan was presented to and approved by unanimous vote by the Planning and Zoning Commission on January 26, 2021.

As part of the plan update, the DDA has also refreshed its logo and website. A link to the new website is provided here: <http://glenwooddda.wpengine.com/>

Requested Action: Approval of the resolution requesting a substantial modification to the 2001 Plan of Development with the 2020 Plan Update by the Glenwood Springs City Council. Legal notice for the Council meeting was posted in the Glenwood Post Independent on 2/17/2021 and 2/24/2021.



Downtown Development Authority City of Glenwood Springs 2020 Plan of Development Update

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Appendix B: Duties of DDA

Appendix C: DDA 25 Year Plan

Appendix D: DDA District Boundary Map



PLAN OF DEVELOPMENT BACKGROUND

PURPOSE OF THE DDA + PLAN OF DEVELOPMENT

A Downtown Development Authority (DDA) Plan of Development is an official public document expressing a community vision for the downtown area. The Glenwood Springs DDA's Plan of Development will outline key concepts and priorities for the downtown as well as identify opportunities and partnerships that will strengthen the downtown. The Plan will be used as a guide to inspire and share future projects, policies, and action steps.

The Downtown Development Authority and its associated Plan of Development should be a living and evolving policy document. The purpose of the plan is to coordinate the needs and priorities for the Downtown area in conjunction with broader City of Glenwood Springs community goals by:

- Sharing the vision and values for Downtown
- Serving as a guide for policy that can inform practical implementation
- Targeting resources
- Building understanding of partners and opportunities
- Capitalizing on the momentum of previous downtown work

CREATION OF THE DDA + PLAN OF DEVELOPMENT

The City of Glenwood Springs decided to create a Downtown Development Authority (DDA) in 2001 to spur revitalization efforts and protect the historic downtown as an active, beautiful, and connected downtown hub. The 2001 Plan of Development was created as a statutorily required step in the formation of the DDA which established a revenue stream for the downtown district through Tax Increment Financing. The original plan was general in nature presenting goals and specific objectives of the DDA while listing specific examples of projects for consideration by the DDA.

DDA MISSION

The Glenwood Springs DDA's mission is to create vitality for the downtown; its plans and projects include strengthening downtown as the retail, entertainment, office, government, and tourist hub of the area. The DDA ensures access for all.

DOWNTOWN DEVELOPMENT AUTHORITY PURPOSE

The City of Glenwood Springs created a DDA through City Ordinance No. 21, Series 2000 defining the boundaries of a proposed Authority and submitting the question of establishing the DDA to a vote. On November 7, 2000 the Glenwood Springs Community approved, through a vote, the establishment of the Downtown Development Authority. In January, 2001, City Council passed Ordinance No. 44, Series of 2000 establishing the Board of Directors of the DDA and establishing its powers and duties. Although the state's DDA statute enables a council to enact a property tax mill levy increase or a sales tax increase after a vote, it was decided not to ask for any property or sales tax increases. Instead, it was decided that the Glenwood Springs DDA would rely on Tax Increment Financing for its funding stream.

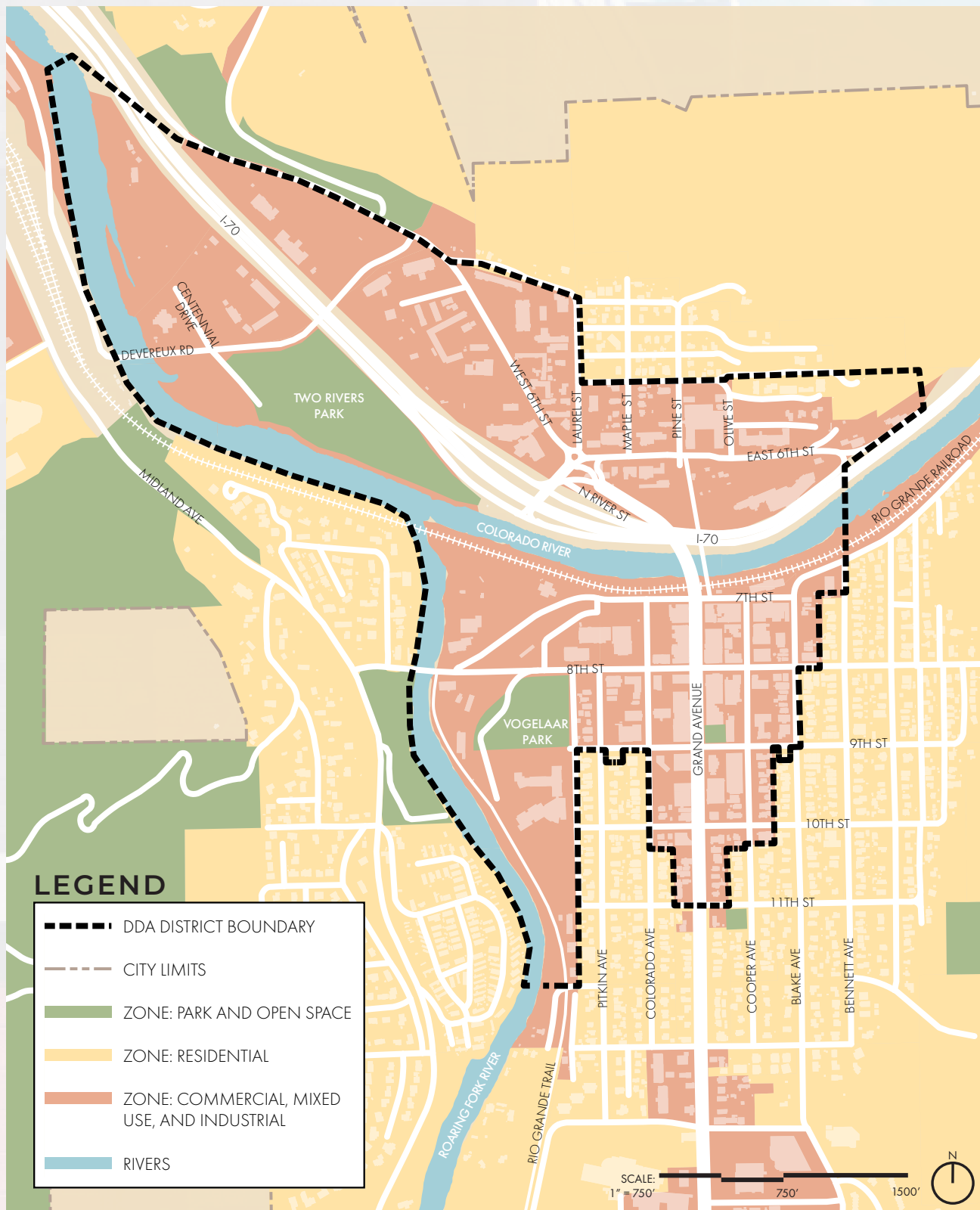
The 2001 Plan of Development provided the necessary documentation for establishment of the TIF setting up a baseline of sales and property taxes to fund the DDA. The sales and property taxes that accrue to the DDA do not represent any kind of a tax increase, but are strictly an apportionment of revenues generated by the district to be spent in the district. The TIF expires in 2027, the DDA board and council will need to decide before that time period about a variety of options for extension of the TIF.

The DDA has several overarching goals: it seeks to enhance and broaden the downtown experience for residents and guests through infrastructure, beautification, pedestrian access and connections to open space, views and river corridors. Revenues to the DDA are earmarked and used exclusively for the purposes of downtown vitalization. Additional funding sources include grants and municipal partnerships.

HOW TO GET INVOLVED

The DDA is a strong partner for downtown initiatives and works with many groups in the community. The DDA is pleased to engage with businesses, organizations, and property owners, as well as interested citizens. The bylaws, in Appendix A, share governance and other details of the organizational management. Per the bylaws, the DDA is led by an executive director, who reports to the DDA board. The board includes seven community representatives appointed by the Council, further information about the DDA structure can be found in the appendices.





CITY OF GLENWOOD DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT BOUNDARY

PLAN OF DEVELOPMENT USES

The Core Values and Outcome Areas shared in this Plan should inform decisions by City Council, the Downtown Development Authority (DDA), the Glenwood Springs Chamber Resort Association, the Planning & Zoning Commission, other City boards and commissions, staff, key partners, residents, property owners, developers and other stakeholders in the Downtown area.

- **Staff & Decision-Makers:** The City, DDA and Chamber should reference the Plan when developing work plans, allocating funding for programs and projects, reviewing development proposals, and adopting new regulations that impact Downtown.
- **Residents, Businesses & Property Owners:** Property owners, business owners, residents and community interest groups should use this Plan as the foundation for conversations with decision-makers and developers about the needs and priorities for Downtown.
- **Developers:** Applicants for building and development projects should reference the Plan when proposing new infill or redevelopment projects and as a starting point for a dialogue with neighbors and stakeholder groups about such proposals.
- **Partners & Other Stakeholders:** Private sector partners, non-profit organizations, and other partner organizations should review the Plan to better understand the community's vision and priorities for Downtown.



DDA PLAN OF DEVELOPMENT UPDATE

The current Plan of Development was completed in 2001 and Downtown Glenwood Springs is a very different place than it was nearly 20 years ago. While the purpose of the DDA remains relevant, it is time to update the Plan of Development for several reasons. The updated Plan of Development will:

- Reflect advances and changes in Downtown in the last 20 years!
- Align the plan with the City of Glenwood Springs Land Use Code, Comprehensive Plan and any future updates, Area Wide Plan, 6th Street Master Plan, City Economic Development Strategy, existing Housing Study, Arts and Culture Plan, and other relevant City plans.
- Integrate the core values that Glenwood Springs encourages such as our local and regional residential needs, placemaking, access, equity, and a dedicated downtown advocate.
- Create a strong policy foundation to be used to develop action plans for resource allocations by the DDA & the City of Glenwood Springs.



GLENWOOD SPRINGS DOWNTOWN EXISTING CONDITIONS

The downtown district includes a rich mix of business types and entities bordering both sides of the Colorado River, connected by the Grand Avenue Bridge. Several cultural and historic icons exist within the DDA including the Hotel Colorado, the Glenwood Hot Springs, the Hotel Denver, the old Train Station, and Two Rivers Park. These renowned institutions are synonymous with Glenwood Springs; images of these buildings inextricably tied to the sense of place that is Glenwood for both locals and tourists worldwide.

By latest tally, the DDA district includes over 200 business entities, a mixture of retail, restaurants, hotels, attractions, and other uses. Beyond the historic entities noted above, the downtown is defined by restaurants located along 7th Street providing a rich mixture of eating establishments and vitality along this important vehicular and pedestrian route. That same energy

winds up Grand Avenue along the wing streets and Grand itself with a variety of restaurant and retail experiences. Cooper Avenue to the east adds to the downtown vibe. Across the river to the north, 6th Street offers added shopping and dining opportunities, with the Iron Mountain Hot Springs and Adventure Park on the northern boundary of the district.

The downtown is in a constant state of evolution as business ownership changes, and opportunities present themselves for redevelopment or new development. The DDA is uniquely placed to track and monitor the business mix, and with partners, to maintain and enhance our business mix for diversity and character.



GLENWOOD SPRINGS DDA ACCOMPLISHMENTS

Since the inception of the DDA, several important projects have been completed to help shape the downtown. Of note:

- **Downtown Library Campus.** The DDA was instrumental in facilitating the collaboration between the library, Colorado Mountain College and the City, to co-locate those facilities in the downtown between 9th and Grand and 9th and Cooper. Without the DDA's involvement, the City risked losing the library to a location outside the downtown area. As a part of this planning process, the City and DDA also developed a public parking lot on Cooper helping to address critical parking demands in the downtown core.
- **Grand Avenue Bridge.** The DDA took a leadership role in negotiations with CDOT during the Grand Avenue Bridge reconstruction project to ensure that the aesthetic of the bridge was appropriate for Glenwood expressive of the city's history and small-town character. The DDA's involvement helped ensure an inviting pedestrian bridge separated from vehicular traffic.
- **Pedestrian Space.** The DDA also played a pivotal role in the touchdown of the bridge between 7th and 8th on Grand, creating an opportunity for enhanced pedestrian activities rather than an underutilized, vacant space.
- **Festival Street.** The 7th Street beautification project was spearheaded by the DDA creating widened sidewalks, a more pleasing association between the street and the adjacent Colorado River corridor, and a festival street capable of carrying vehicular traffic at reduced speeds and functional for street closures for special events be those the weekly farmers market or other scheduled activities.
- **6th Street Roundabout.** In 2020, improvements were completed to the roundabout and adjacent areas at the entry to Glenwood Springs where the ramp to I-70 intersects with Highway 82 and US 6. The entry creates a favorable first impression, welcoming visitors to the community.
- **Public Bathrooms.** The DDA led an effort to add public bathrooms to the downtown, conveniently located at 7th and Colorado. The addition of the bathrooms addressed a long identified need.
- **Façade Grants.** The DDA offers a façade improvement program to eligible projects in the district. The goal of the program is to enhance building facades and thereby the vitality of downtown through a matching grant.
- **Downtown Signage.** The DDA has collaborated with the City to enhance wayfinding in the downtown through a variety of signage efforts.
- **Business + Restaurant Support.** Improvements along 7th Street and under the bridge have been vital to the neighboring restaurants during the 2020 pandemic providing adjacent accessible and attractive outdoor dining opportunities. These improvements have also resulted in new businesses coming to the under bridge and adjacent wing streets bringing added vitality and economic benefit to the downtown.

DOWNTOWN CORE VALUES

Downtown Glenwood Springs has come a long way since the original Plan of Development was written nearly 20 years ago, in 2001. The work of the last nineteen years has created a strong foundation with an infrastructure, partnership, and leadership by the Glenwood Springs DDA. As we review Glenwood Springs vision for the downtown, five core values emerge to help Downtown Glenwood Springs shape effective programming going forward:

- **FOCUS ON THE LOCAL**

Grow a vibrant economic ecosystem where housing, employment, and recreation are accessible for residents. Local engagement results in community pride, patient investment, and creative idea sharing and collaboration.

- **COLLABORATION**

Foster an intersection of partners, projects and ideas interacting in creative problem solving, education, and expanded communication.

- **ACCESS AND EQUITY**

Establish equitable access to downtown for a diversity of users with ease of movement, a sense of safety and awareness, and removal of barriers to entry.

- **YOU ARE HERE**

Create visual and physical cues that illuminate the context of arriving or departing downtown, and that highlight the opportunity to engage in the rich and diverse activities within the downtown district.

- **THE THIRD PLACE**

Establish a contextual relationship for a social environment beyond home and work, where locals engage in a celebration of community.



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Grow a vibrant economic ecosystem where housing, employment, and recreation are accessible for residents. Local engagement results in community pride, patient investment, and creative idea sharing and collaboration.



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THE THIRD PLACE

Establish a contextual relationship for a social environment beyond home and work, where locals engage in a celebration of community.

GLENWOOD SPRINGS' DOWNTOWN PLANS OVER TIME

The original plan of development had great ideas and many of them have been accomplished. The table below shows the areas of overlap and demonstrates the continuity of the updated plan in carrying on the purpose of the original.

2001 ORIGINAL PLAN GOALS	2020 UPDATED PLAN OUTCOME AREAS
ECONOMIC DEVELOPMENT Drive Economic Development in the District to maintain and strengthen its role as the center of the community and the region. LAND USE Redevelop underutilized land in the heart of the DDA District including the Confluence area.	ECONOMIC VITALITY Glenwood Springs Downtown Development Authority prioritizes a strong, active, diverse, and fluid downtown economy. We foster an economic environment that allows the downtown to prosper and grow to contribute to the larger economy.
CHARACTER Sustain small town character.	PLACE MAKING Glenwood Springs Downtown Development Authority uses a dynamic approach for the planning, design, and activation of public spaces which considers people, history, culture, recreation, and encourages entrepreneurial solutions to challenges.
ORGANIZATION Establish a management organization to implement the DDA Plan of Development and coordinate collaboration with downtown groups.	LEADERSHIP & ACTIVATION Glenwood Springs Downtown Development Authority effectively guides and directs people, businesses, organizations, and community support entities towards a common goal of downtown vibrancy and sustainable growth.
	COMMUNICATIONS Glenwood Springs Downtown Development Authority effectively advocates, collects, shares, and distributes information to and about downtown.
TRANSPORTATION Resolve issues of transportation within the District in collaboration with city, state, and federal governments and the private sector.	CONNECTIVITY & MOBILITY Glenwood Springs Downtown Development Authority advocates for easily navigable roads, sidewalks, transportation system, and public space for all people.



DOWNTOWN VISION + DESIRED OUTCOMES

VISION + DESIRED OUTCOMES

Downtown Glenwood Springs is a destination bridging our rich history and celebrating small town character with our bright future as a crossroads of recreation, culture, diversity, and entrepreneurship.

The Glenwood Springs Downtown Development Authority (DDA) was established in 2001 to serve the Community of Glenwood Springs by implementing a proactive plan of balanced and directed development, incorporating social and economic diversity while emphasizing solutions for accessibility. The DDA's broad array of accomplishments speaks to the visionary leadership and direction of the DDA since that time. As evidenced in a review of the original to the updated plan, the new plan builds upon that legacy of dynamic leadership, with modernization of terminology, enhanced focus on communications for partnership and awareness, and recognition of the valuable work completed in the DDA's lifetime.

ECONOMIC VITALITY

Glenwood Springs Downtown Development Authority prioritizes a strong, active, diverse, and fluid downtown economy. We foster an economic environment that allows the downtown to prosper and grow to contribute to the larger economy.

PRINCIPLE: The Glenwood Springs Downtown Economy will use creativity, economic diversification, and a local emphasis in downtown projects to ensure economic prosperity and opportunity for a diversity of businesses and ventures.

PLACE MAKING

Glenwood Springs Downtown Development Authority uses a dynamic approach for the planning, design, and activation of public spaces which considers people, history, culture, recreation, and encourages entrepreneurial solutions to challenges.

PRINCIPLE: The Glenwood Springs Placemaking efforts will emphasize the authentic small town character, tone, art, and history of Glenwood Springs.



COMMUNICATIONS

Glenwood Springs Downtown Development Authority effectively advocates, collects, shares, and distributes information to and about downtown.

PRINCIPLE: The Glenwood Springs DDA commits to effective messaging regarding resources for downtown through clear communication and collaboration with partner organizations with the common goal to convey the character, history and sense of place of Downtown Glenwood Springs.

LEADERSHIP & ACTIVATION

Glenwood Springs Downtown Development Authority effectively guides and directs people, businesses, organizations and community support entities towards a common goal of downtown vibrancy and sustainable growth.

PRINCIPLE: The Glenwood Springs DDA is an advocate for downtown perspectives and a resource for partners hoping to engage in downtown.

CONNECTIVITY + MOBILITY

Glenwood Springs Downtown Development Authority advocates for easily navigable roads, sidewalks, transportation system, and public space for all people.

PRINCIPLE: The Glenwood Springs DDA commits to creating a downtown that is bicycle and pedestrian friendly which encourages community movement, connectivity and vitality.

The Glenwood Springs Downtown Development Authority (DDA) Plan of Development is intended to be used as a guide to inspire and shape future projects, policies, and action steps. The DDA Plan of Development is organized into five desired outcome areas to shape these areas of work. These desired outcome areas are neither comprehensive nor exclusive as the DDA and work in downtown must bridge silos and will necessarily connect topics and initiatives beyond the five desired outcome areas. The desired outcome areas are meant to tie Core Values to areas of work, but it is important to consider the relationship between the topic areas as well. Each desired outcome area included in the Plan of Development has a related series of principles, policies and action items that will be fleshed out in the work planning process.

SAMPLE STRATEGIES

SAMPLE STRATEGIES

The following are examples of actions the Glenwood Springs DDA and partners might undertake to implement the plan. Year to year, strategies may vary and will be selected based on opportunities, needs, and market conditions. These strategies should be viewed as a sampling only, their relevance to be determined by the priorities of the time.

ECONOMIC VITALITY

Glenwood Springs Downtown Development Authority prioritizes a strong, active, diverse, and fluid downtown economy. We foster an economic environment that allows the downtown to prosper and grow to contribute to the larger economy.

STRATEGIES

1. ACTIVATE DOWNTOWN WITH COMMERCE + LOCAL USE

- a) Communicate the importance of a vibrant Downtown for a sustainable local ecosystem.
- b) Focus on the local customer base to create a more sustainable and less seasonal, tourist-reliant economy.
- c) Build a loyal local customer base that is age- and culturally diverse.
- d) Partner with the City and the Chamber around support and incentives to encourage business investment, growth, and clusters of restaurants and retail.
- e) Celebrate Glenwood Springs' history and cultural offerings by identifying and attracting creative entrepreneurs to the community.
- f) Connect the downtown commercial to residential through increased communications, physical guides and signage, and activities that invite locals.
- g) Partner with the City to advocate for highest and best use zoning in the downtown area. Consider incentives to support highest and best uses.
- h) Collaborate with the City to identify and secure catalyst sites, promote available properties, and other downtown opportunities.

2. RETAIN AND GROW LOCALLY OWNED AND OPERATED BUSINESS

- a) Promote Downtown as the hub for locally owned businesses and support locally owned businesses.
- b) Continue to partner with the City, County, Chamber, and other economic partners.
- c) Support cultural competency training and education for business owners to help diversify the customer base.
- d) Engage in upskilling training for local front-line employees.
- e) Consider a business attraction and retention strategy that aligns with the City economic development priorities while defining a distinctive value proposition for Downtown.
- f) Create a retail and restaurant strategy to encourage inter-business collaboration in downtown.
- g) Provide support for increased employment and job mobility opportunities for workers with a range of skill sets.

3. LEVERAGE PRIVATE SECTOR INVESTMENTS THROUGH PUBLIC-PRIVATE PARTNERSHIP

- a) Use the Opportunity Areas identified later in this plan document to consider priority development sites.
- b) Consider incentives for public-private partnerships that drive private investment to implement the Glenwood Springs vision for priority sites.
- c) Educate local property owners about funding mechanisms for development and rehabilitation.
- d) Communicate and utilize Glenwood Springs DDA Priorities to shape grant, loan, and partnership programs with entities supporting the DDA vision.
- e) Activate vacant space with installations, pop-up retail, or other fun and attractive ways to connect with the community.

PLACE MAKING

Glenwood Springs Downtown Development Authority uses a dynamic approach for the planning, design, and activation of public spaces which considers people, history, culture, recreation, and encourages entrepreneurial solutions to challenges.

STRATEGIES

1. ENSURE AND CONVEY STANDARDS FOR COMFORT, SAFETY, AND ESTABLISHED NORMS FOR DOWNTOWN ENJOYMENT

- a. Establish standards and roles in partnership with the City in support of a safe, clean and comfortable downtown environment.
- b. Incentivize use and public-private partnerships for beautification of non-traditional public spaces such as alleys, utility boxes, right of ways, etc.
- c. Establish standards and incentives for private property and new construction with guides for enhancement, architectural upgrades, parking areas, and alley access/rear facades.
- d. Design, maintain, and upgrade public spaces to be flexible for accommodating a wide variety of uses, enhance visibility and function, and activate the space.
- e. Collaborate with the City and the Chamber to increase access to public art and celebration of public art.
- f. Integrate findings from the Art Plan Study.

2. ENCOURAGE PROGRAMS AND PROJECTS TO REINFORCE THE AUTHENTIC COMMUNITY CHARACTER

- a. Expand awareness of the Glenwood Springs Downtown brand. Use the brand to establish visual cues and communication such as banners, signage, wayfinding, and other aesthetic features.
- b. Work with the City planning processes to encourage dynamic downtown guidelines, overlays and enhancement, and incentives supported by Glenwood Springs DDA.
- c. Encourage and actively participate in development + redevelopment to achieve a streetscape that is intimate in scale.

- d. Ensure that development which is initiated, encouraged, or facilitated by the DDA enhances the pedestrian, historic architecture, amenities, and landscaping of a small town.
- e. Actively propose, finance, and build image enhancing amenities.

3. ENCOURAGE THE REHABILITATION AND REUSE OF HISTORIC BUILDINGS

- a. Collaborate with the Historic Preservation Commission to provide information to property owners on benefits and importance of preservation and to maintain a historical buildings inventory.
- b. Offer financial incentives for building owners to participate in historic façade renovation.
- c. Assist the City in offering financial incentives for renovation.
- d. Support the Glenwood Historical Society by facilitating and supporting their efforts.
- e. Protect historic buildings through incentives and regulations and assure complimentary design and usage of re-development.
- f. Collaborate with the Historic Preservation Commission. A portion of North Glenwood is eligible as a National Register Historic District. There is also the potential of a second district on the south side of the river. Discussion with the business owners and business community would be important before any final historic designation.

4. ENHANCE EASE OF NAVIGATION AND SENSE OF PLACE WITH VISUAL CUES, COMMUNICATION AND WAYFINDING

- a. Celebrate Glenwood Springs' art, culture, and authentic history by incorporating artwork, murals, sculptures, signs and visual stories. DDA to collaborate with the Arts and Culture Commission planning and implementation processes.
- b. Improve wayfinding signage to enhance accessibility, safety, and comfort for all modes of transportation.
- c. Continue to express arrival with gateway signage and landscaping to distinguish Downtown and guide the experience.
- d. Continue improving existing kiosks to fit better with design ideals and provide greatly expanded information of walking and bike tours and points of interest.

- e. Create and update a digital brochure/map of downtown business that is available to the public.
- f. Integrate the 8th Street Crossing into the heart of town with DDA as partners with the City as the timing is appropriate.
- g. Improve the appeal of signage and banners, both for directions to attractions and for attracting people to different parts of downtown.

5. CONTINUE TO GROW TOURISM ELEMENTS AND OUTSIDE APPEAL

- a. Partner with the Chamber Resort Association to continue to promote Glenwood Springs as a destination and to support downtown events.
- b. Actively recruit niche business in retail, entertainment, and uses appealing to tourists.
- c. Continue to create and promote physical and visual connections to the two rivers as a recreational and tourist attraction.
- d. Embrace technology-based wayfinding innovations to connect visitors, locals, and experiences.

COMMUNICATIONS

Glenwood Springs Downtown Development Authority effectively advocates, collects, shares, and distributes information to and about downtown.

STRATEGIES

1. ESTABLISH UNIFORM MARKETING FOR DOWNTOWN GLENWOOD SPRINGS IN COLLABORATION WITH PARTNERS

- a. Develop brand and standards for Glenwood Springs Downtown.
- b. Establish a downtown communications team made up of people from DDA, Chamber, City, and other relevant partners.
- c. Collaborate with City and Chamber on branding, messaging, and distribution of information for each sphere of outreach.

2. ADVOCATE FOR A VIBRANT BUSINESS COMMUNITY

- a. Create a communication plan with the City and the Chamber to ensure awareness of resources, opportunities, and key topics for downtown businesses and property owners and about downtown initiatives.
- b. Use creative placemaking to engage downtown businesses, property owners, and residents to organize and prioritize their

needs, goals, problems and proposed solutions.

- c. Conduct a first, and continue annually (or more often), a “downtown social” between business people and property owners and the DDA to begin and continue communication and knowledge of one another and shared priorities.
- d. Advocate for the interests of downtown businesses, property owners, and tenants.
- e. Create and share templates for leasing, subleasing, and shared spaces to guide increased partnerships of businesses and property owners in conjunction with the City Economic Development Department.
- f. Establish a quarterly Glenwood Springs Downtown update to be shared with City Council, media, and other partners.
- g. Create an annual communication about the impacts and effectiveness of the DDA.

3. COMMUNICATION AND ADVOCACY STRATEGY AIMED AT LOCAL ENGAGEMENT

- a. Identify platforms and media to best reach local and regional populations considering diverse audiences and interests.
- b. Establish and roll out a campaign, in conjunction with the City and the Chamber, to engage locals in downtown.
- c. Develop platform/place for local community feedback and input.
- d. Support the formation of a business-led ad hoc committee to provide creativity, energy, and drive to efforts in this area.
- e. Utilize storytelling to engage locals with community character, history and place in messaging and through signage, art, and events.

LEADERSHIP & ACTIVATION

Glenwood Springs Downtown Development Authority effectively guides and directs people, businesses, organizations and community support entities towards a common goal of downtown vibrancy and sustainable growth.

STRATEGIES

1. ADVOCATE FOR DOWNTOWN IN BROADER PLANNING EFFORTS

- a. Convey and educate on the need and design of downtown improvements.
- b. Promote improvements that will strengthen the downtown tax base and the basic services it provides for the community.
- c. Advise and contribute to City-led improvements for downtown.
- d. Collaborate with partner efforts to ensure downtown is a factor in planning and the needs of downtown are considered.
- e. Ensure the direction and core values for downtown are included in larger community initiatives.
- f. Support the Glenwood Historical Society by facilitating and supporting their efforts.

2. PREPARE FOR SUSTAINABLE DOWNTOWN MANAGEMENT

- a. Establish effective and clear systems for DDA management.
- b. Establish intergovernmental agreements to ensure city maintenance of improvements in the downtown over time.
- c. Consider options for extending financing for the DDA.
- d. Keep downtown data and documents updated.
- e. Collaborate on identifying and pursuing downtown grants in partnership with the City and Chamber.

CONNECTIVITY + MOBILITY

Glenwood Springs Downtown Development Authority advocates for easily navigable roads, sidewalks, transportation system, and public space for all people.

STRATEGIES

1. FACILITATE SAFE AND ENJOYABLE PEDESTRIAN OR CYCLIST EXPERIENCE

- Recognize issue areas and propose solutions
- Improve pedestrian atmosphere by partnering on construction of improvements and extensions to pedestrian passages.
- Work with the City to plan, design, and construct pedestrian connections in conjunction with partners between various sectors of downtown.
- Consider improvements to walkways adjacent to existing and new parking lots and structures to improve aesthetics.
- Support multi-modal with amenities for bikes and scooters. Encourage bike racks and bike lanes wherever feasible. Propose bike routes, lanes, racks and amenities that connect Downtown to neighborhoods and implement over time. Support efforts to increase accessibility through rentals.
- Work with partners to align wayfinding signage to clarify walking and biking connections to local and regional bus routes.
- Maintain effective relationships with the City, Garfield County, RFTA, and the Colorado Department of Transportation.

2. ENSURE PARKING IMPROVEMENTS AND SOLUTIONS

- Support City and RFTA initiatives to track data and monitor parking changes over time. Advocate for downtown locations and implementation of long-term solutions.
- Ensure awareness of downtown retail, office businesses, and governments into compliance with and enforcement of parking regulations.
- Incorporate local design standards into parking areas including adding landscaping to existing as well as new parking lots and structures.
- Encourage and actively solicit local private-public partnerships to increase the availability of parking.
- Uphold modern urban design concepts of mixed-use parking structures including retail and office space on street levels.



PARTNERS

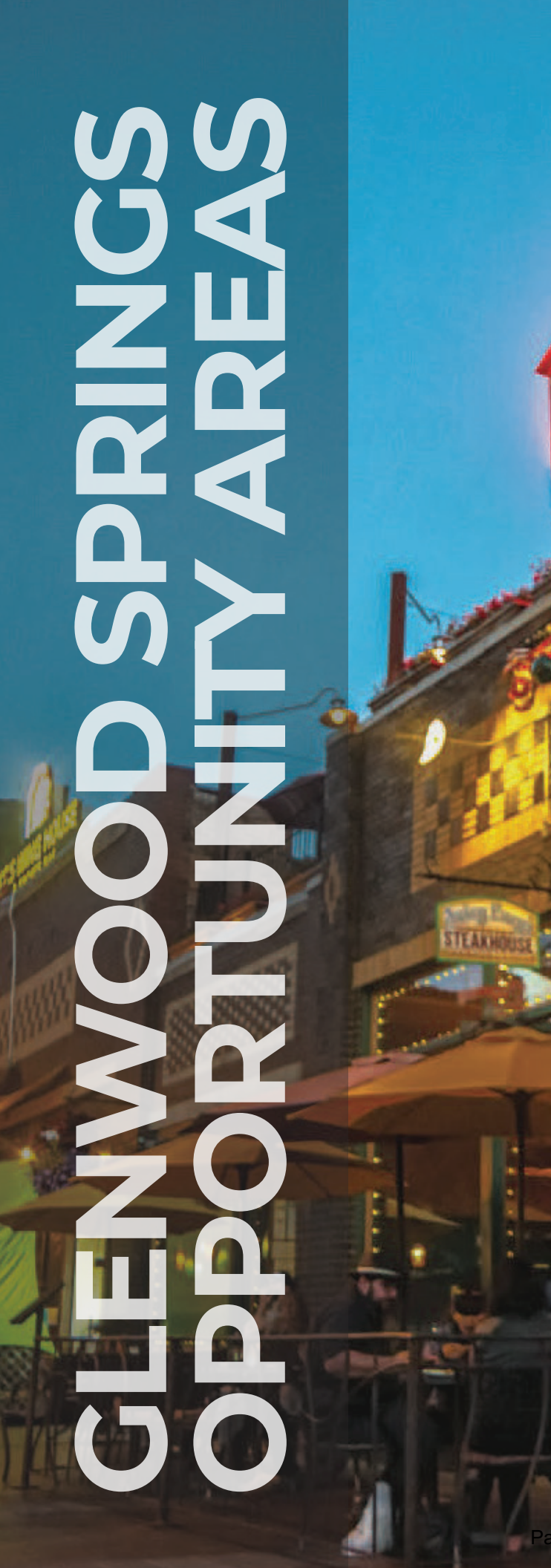
The Downtown Development Authority depends on collaborative relationships with a variety of entities, most importantly the City and the Glenwood Springs Chamber Resort Association. With these three organizations working in sync, the opportunities for the downtown are limitless. Two of the primary areas where partnership is most strongly required is for general economic development and the support of small business and property owners. We also maintain communication with boards, commissions, and clubs such as Planning and Zoning, the Tourism Board, Historic Preservation, and the Garden Club.

Economic development is a multi-faceted effort that Glenwood Springs prioritizes. This effort must include efforts for the larger community, as well as the region. It is important for partners to push for improvements in access to transportation, housing, and primary job creation. Glenwood Springs Downtown is the dynamic civic and social hub that supports our small business, local investment, and community engagement. The DDA advocates for the needs of downtown business and property owners, for the sense of place that keeps employees, small businesses, and visitors coming.

While there are areas of overlap, each organization has a distinct mission and sphere of influence as noted below.



GLENWOOD SPRINGS OPPORTUNITY AREAS



OPPORTUNITY AREAS

Redevelopment is anticipated in a variety of locations throughout Downtown and in many cases may be on private property. The Plan of Development highlights opportunity sites and concepts that would benefit from reinvestment or have previously been considered with partners. The DDA will serve as an advocate for our core values and desired outcomes with the City, partners, and private sector. The DDA plan of development outlines a variety of guiding principles, priorities and strategies for consideration going forward. This vision is outlined at a broad level as a foundation for a wide range of opportunities to support economic vitality and placemaking in the downtown area. As a companion to this broader vision, the DDA should also adopt a strategic work plan that would focus on specific initiatives in the short to medium term and would be revisited on a more frequent basis. The work plan would focus on individual projects spearheaded by the DDA, City, and Council in response to current circumstances and needs of the downtown area. Types of projects for consideration include the following:

- **6th Street Improvements.** The 6th Street area revitalization is detailed in the study 6th Street Corridor Master Plan. Implementation of this plan would create a more pedestrian and bicycle friendly experience in this important part of the City for locals and tourists alike. Funding for this project area was included in the Access and Infrastructure bond package passed in 2016 and is of utmost importance to revitalization of this area.
- **8th Street Crossing.** The City of Glenwood owns approximately 12 acres of undeveloped land between City Hall and the confluence of the Colorado and Roaring Fork Rivers. This represents an extraordinary opportunity for the City, the community and the DDA to shape the future of the City with a development that creates the appropriate mix of open space, affordable housing, commercial, retail and other uses building on prior work as documented in the Area Wide Plan. The DDA should have a leadership role in this project as it moves forward recognizing that implementation of the project will occur over a 10-20 year timeframe. Evaluation of this project against the DDA's guiding principles and priorities will help to ensure a development that is appropriate for Glenwood.

- **Downtown Vacancies.** Working with the City's Economic Development Specialist, Chamber and others to diversify uses in the downtown core and entice new tenants is critical to a healthy, vibrant environment.
- **Alley development.** Glenwood has an untapped network of alleyways that could provide important and vibrant connections to primary streets and thoroughfares. With a commitment to convert single use trash and recycling to communal block wide compactors, there is an opportunity to reimagine alleys as pedestrian ways with expanded outdoor dining, mural art, lighting, planters, etc., in effect enlarging the footprint of the downtown and enticing people to experience the downtown core in a broader variety of ways.
- **Pedestrian Improvements.** Pedestrian improvements along Cooper (beautification)
 - Many of the City's prominent retail establishments and restaurants are located on Cooper Avenue and have developed a flavor for the arts. Building on this theme creates a greater sense of place for the street and might inform future enhancements to draw increased visitation to this area of town. Streetscape improvements should consider lighting, furniture, planting and other amenities designed in conjunction with the need for ongoing vehicular traffic and parking.
- **Parking Concerns.** Supply and location of parking is a common concern for many downtowns and Glenwood shares this concern. As the City continues to evolve, parking is a complex and important issue that needs to be re-evaluated on a continual basis. The 2020 MOVE plan will provide an analysis of parking alternatives over a long-term horizon looking at the pros and cons of paid parking, potential locations for parking garages, relocation of parking, parking for employees versus shoppers, etc. This plan will create a baseline for discussion and implementation into the future with the ability to adjust and respond to changing dynamics and unforeseen opportunities.
- **More cyclist friendly.** Glenwood Springs sits at the intersection of a significant regional trail system along the Rio Grande from Glenwood to Aspen, to the east through the Canyon, and to the west by way of the future LOVA trail. As a hub location, the City wants to embrace safe and easy bicycle movement through the downtown core. This will support both the trail users and the casual biker exploring the downtown area.
- **Celebration of the Historic District.** The City of Glenwood Springs has a rich and deep history as a spa town along the railway. Celebration of this history is integral to Glenwood's identity and adds immeasurably to the downtown experience. Continued recognition of this history is inextricably tied to Glenwood's sense of place and small-town character and should continue to be recognized as fundamental to future downtown planning and development.

PLAN MONITORING + EVALUATION

Monitoring and evaluating the success of activities guided by the Plan of Development will ensure that the Downtown Development Authority, the City of Glenwood Springs and its partners are on track to achieve the outcomes as outlined in the Plan. The DDA Plan of Development should remain relevant and responsive to changing conditions. To allow for flexibility, the Plan of Development does not include action items, but should be used to create a detailed work plan based on the core values and desired outcomes. The workplan should take into consideration the sample strategies section outlined earlier in the plan.

The work plan will be approved by the DDA Board of Directors and will be reviewed to measure progress toward goals using both a qualitative and quantitative process to evaluate investment and improvements to Downtown. A regular work plan review will examine the priorities of the Downtown and identify opportunities to adapt or implement new strategies. The DDA staff will continually monitor the status of action items and publish an annual status report on the DDA website.

WORK PLAN GUIDELINES

The Glenwood Springs DDA will work on an as needed basis to create a plan of work that outlines specific tactics and projects that will further the vision as laid out in the Plan of Development update. A Tactics Matrix will assist in aligning efforts and ensure that the DDA is adhering to the vision as outlined in the Plan. A format for the matrix follows, to be filled in as part of the Work Plan update.

GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TACTICS MATRIX					
	FOCUS ON THE LOCAL Grow a vibrant economic ecosystem	COLLABORATION Foster an intersection of partners	ACCESS + EQUITY Establish equitable access	YOU ARE HERE Create visual and physical cues	THE THIRD PLACE Establish a contextual relationship for a social environment
ECONOMIC VITALITY Prioritizes a strong, active, diverse, and fluid downtown economy					
PLACE MAKING Use a dynamic approach for the planning, design, and activation of public spaces					
COMMUNICATIONS Advocate, collect, share, and distribute information to and about downtown					
LEADERSHIP + ACTIVATION Guide and direct people, businesses, organizations and community support entities towards a common goal of downtown vibrancy and sustainable growth					
CONNECTIVITY + MOBILITY Advocate for easily navigable roads, sidewalks, transportation system, and public space for all people					

ACKNOWLEDGMENTS

In 2020, Glenwood Springs DDA's chose Downtown Colorado, Inc. (DCI) as the lead on the Plan of Development update. DCI is a state-wide association representing Downtown Development Authorities and other commercial districts in Colorado. DCI provides advocacy, information, advisory services, and technical assistance to support vibrant downtowns in our state. DCI works with nearly 500 members, and has provided over 100 downtown plans to Colorado communities.

Partners have played a key role in updating the Glenwood Springs DDA Plan of Development. The DDA has benefitted from input and sharing insights from the numerous planning and engagement efforts from the City of Glenwood Springs Management, Community Planning, and Economic Development Departments, and the Glenwood Springs Chamber Resort Association.

The DDA Plan of Development Steering Committee Members include: Laura Kirk, Executive Director of the Glenwood DDA; Christian Henny, DDA Board President; Jennifer Oton, Assistant City Manager; Matt Nunez, Economic Development Specialist with the City of Glenwood; Gretchen Ricehill, Assistant Community Development Director and Historic Preservation Commission Liaison; Angie Anderson, Executive Director Glenwood Springs Chamber Resort Association, and the DCI consultant team.

DDA MISSION STATEMENT

The Glenwood Springs DDA's mission is to create vitality for the downtown; its plans and projects include strengthening downtown as the retail, entertainment, office, government, and tourist hub of the area. The DDA ensures access for all.

APPENDIX A // DDA Bylaws

GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AMENDED AND RESTATED BYLAWS

ARTICLE I GENERAL

Section 1. Establishment. Pursuant to Ordinance No. 44-2000 on January 18, 2001, the City of Glenwood Springs, Colorado established a Downtown Development Authority known as the “Glenwood Springs, Colorado Downtown Development Authority” (hereinafter GSDDA) as a body corporate. Bylaws for the GSDDA were adopted in 2001. These Amended and Restated Bylaws completely repeal and replace those.

Section 2. Purpose. The GSDDA is established to provide for the public health, safety, prosperity, security, and welfare within the downtown district of Glenwood Springs, in the following ways:

- By fostering and coordinating cooperation in the downtown community;
- By assisting in the planning, development, and redevelopment of this area; and
- By promoting, maintaining, and activating the Downtown Plan as adopted, amended and restated.

Section 3. Offices. The GSDDA shall have the power to maintain an office within the boundaries of the Downtown Development Authority district.

Section 4. Seal. The corporate seal of the GSDDA shall be in the form of a circle, and shall have inscribed therein the words “Glenwood Springs Downtown Development Authority, 2001” and the words “Corporate Seal.” The GSDDA shall comply with any statutory requirements regarding the use of the Seal.

ARTICLE II POWERS OF THE BOARD

Pursuant to Ordinance No. 19, Series of 2020 of the City of Glenwood Springs, Colorado, The Board shall have all of the powers now or hereafter authorized by Part 8 of Article 25 of Title 31, Colorado Revised Statutes, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8.

ARTICLE III THE BOARD, OFFICERS, AND EMPLOYEES

Section 1. Board Members. The affairs of GSDDA shall be managed by a Board of no more than eight (8) members. The Glenwood Springs City Council shall appoint seven (7) of these members from the general public and qualified to serve pursuant to C.R.S. § 31-25-806. The Mayor shall appoint one (1) member annually from City Council, and an alternate therefrom. Such member’s sole function will be to serve as a liaison between Council and the GSDDA Board and he/she shall not be a voting member of the Board except when there is a tie vote amongst the Board

or when necessary to have a quorum. Each appointed member from the general public, shall reside within, be a business lessee within, own real property within, or be an officer or director of a corporation having its place of business within the GSDDA district.

Section 2. Constitution and Terms. The board shall be constituted as follows:

- a) All members shall be appointed for staggered 4 year terms, commencing July 1 and ending June 30.
- b) A member shall hold office until his successor has been appointed and qualified. After the terms of the initial members of the Board have expired, the terms of all members (except any member who is a member of the City Council) shall expire four years from the expiration date of the terms of their predecessors.
- c) A Board Member shall serve only two terms.

Section 3. Officers. The Officers shall be a Chair of the Board, a Vice-Chair, a Treasurer, and a Secretary. Such elections shall be held at the second meeting of the GSDDA, and annually thereafter at the first meeting in July. Each officer shall be a member of the Board, except that the office of Treasurer shall be the City of Glenwood Springs Chief Operating Officer. The functions of the Secretary may be delegated to an employee chosen by the Board. The Secretary and Treasurer have final responsibility for the content and accuracy of the documents and records kept by a functioning employee. The Chair shall preside at all meetings of the Authority, sign contracts if authorized by Resolution, deeds, and other instruments of the Authority, with attestation by the Secretary. The Secretary shall sign the Minutes for every meeting of the Board. The Treasurer shall submit and sign the budget.

Section 4. Resignation. Any Board Member may resign at any time by giving written notice to the City Council with a copy to the Chair of the Board. Such resignation shall take effect at the time specified in the letter. The acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. In the event of one or more vacancies of term expirations, the Authority shall advertise for replacement Board Members to apply for consideration by the City Council. In the event, a Board Member's term has expired, the Board may nominate him for an additional term or nominate a replacement. Within thirty (30) days after the occurrence of a vacancy on the Board, the City Council shall appoint a successor.

Section 6. Removal. If a Board Member has three unexcused absences within a twelve (12) month period, that member's position on the board shall be declared vacant. To secure an excused absence, a Board Member must notify either the Chair or the Secretary prior to the meeting being missed. The Chair shall determine whether an absence is excused, and such determination shall be final.

A Board Member may be removed by the City Council for cause after the Board Member is given reasonable notice of a hearing, and an opportunity to be heard regarding the allegations against him or her.

APPENDIX A // DDA Bylaws

Section 7. Compensation. Members of the Board shall serve without compensation, but they may be reimbursed for actual and necessary expenses.

Section 8. Employees. Pursuant to Section 31-2-815, C.R.S., GSDDA shall hire an Administrator/Director. Such Administrator/Director may be an employee of the City of Glenwood Springs. The Board may, at its discretion, hire other employees who may also be employees of the City of Glenwood Springs.

ARTICLE IV CONFLICT OF INTEREST

No Board Member nor any employee of the Board shall vote or otherwise participate in any matter in which he or she has a specific financial interest; which is defined as a matter in which the member or employee would receive a benefit or incur a cost substantially greater than other property owners in the GSDDA. When such interest appears, it is the duty of the Board Member or employee to make such interest known, and he or she shall thenceforth refrain from voting on or otherwise participating in the particular transaction involving such interest. Willful violation of the provisions of this section constitutes malfeasance on the part of a member of the Board, and is grounds for instant dismissal of any employee, and censure or removal of the Board member.

ARTICLE V MEETINGS

Section 1. Regular Meetings. The regular meetings of the Board shall be at such time and place as determined by the Board. Regular meetings may be recessed and continued to another date.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chair, or at the request of any two (2) members of the Board.

Section 3. Notice. Notice of all Meetings shall comply with the provisions of the Colorado Open Meetings Law found at Sections 24-6-401 through -402, Colorado Revised Statutes. Notice shall be posted at least 24 hours prior to any Board meeting on the GSDDA's website hosted by the City of Glenwood Springs found at the City's website.

Section 4. Open Meetings. All meetings of the Board shall be open to the public except those dealing with land acquisition or sales, personnel matters, negotiations or legal matters of which the Board is receiving advice from its attorney or any other matter that may be discussed in executive session pursuant to the Colorado Open Meetings Law. The Minutes of the meeting shall reflect the executive session's topic of discussion.

Section 5. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting, and if less than a quorum is present, a majority of those present may continue the meeting from time to time without further notice. The City Council liaison shall count toward a quorum but shall not be allowed to vote.

Section 6. Voting. All resolutions or motions for the transaction of business shall require the affirmative vote of a majority of the members of the Board present at any meeting where a quorum is present.

Section 7. Rules of Order. All meetings shall be conducted under the most recent Edition of Robert's Rules of Order, Revised; except as otherwise provided by these Bylaws, the Glenwood Springs Municipal Charter and Code, and Statutes 35-25-801 *et seq.*, C.R.S 1973, as amended.

ARTICLE VI FINANCE, DEBT, AND INSURANCE

Section 1. Budget. The GSDDA shall annually submit a budget to the Glenwood Springs City Council for review and approval in accordance with the City of Glenwood Spring's annual budget schedule. An annual audit shall be made pertaining to the fiscal affairs of the Authority in conjunction with that of the City.

Section 2. Deposits. All funds of the GSDDA shall be deposited in the City of Glenwood Springs to the credit of the GSDDA. Such deposits shall be made into interest bearing accounts where applicable.

Section 3. Accounting. The GSDDA, as well as the City of Glenwood Springs shall maintain accounting records and records of transaction. All vouchers or the payment of accounts shall be submitted by the Director to the Treasurer for payment from the funds deposited to the credit of GSDDA. Both the Director and the Treasurer shall approve all vouchers for expenditures.

Section 4. Funding. The operations of the GSDDA shall be principally funded from:

- a) Donations to the GSDDA for the performance of its function;
- b) Monies borrowed and repaid from other funds received, under authority of Part B of Article 25 of Title 31, Colorado Revised Statutes;
- c) Tax increment funds as defined in Section 31-25-807(3) if the plan to development, as adopted, provides for such tax increment funding;
- d) Such other sources as may be approved by the Glenwood Springs City Council or the voters within the City of Glenwood Springs.

Section 5. Contracts. The Board may authorize, by resolution, the Chair or the Director to enter into any contract, or execute any instrument in the name of and in behalf of the Authority. Such authority may be general, or confined to specific instances.

Section 6. Property. The GSDDA may hold property in its name as directed by resolution of the Board, and as permitted by Section 31-25-801 *et seq.*, C.R.S. 1973, as amended. The Board may choose to transfer any property to the City of Glenwood Springs. At the end of the term of GSDDA, all remaining property shall be transferred to the City of Glenwood Springs, Colorado, unless otherwise provided.

APPENDIX A // DDA Bylaws

Section 7. Debts. All instruments of debt shall be evidenced by a contract, loan agreement, trust indenture, bond indenture, or some other legally binding written document. No verbal debts of contract shall be binding on the Board.

Section 8. Bonds. All bond issues shall be issued by the City of Glenwood Springs, and subject to its approval, as well as the City's elections. The Board may recommend to the City Council the issuance of Bonds for any project or purpose authorized by law. Any City of Glenwood Springs ordinance or resolution by which bonds are issued, pursuant to the authority granted GSDDA in Part 8 of Article 25 of Title 31, C.R.S., shall specify the maximum net effective interest rate of such bonds.

Section 9. Non-liability for Debts. The private property of a member of the Board shall be exempt from execution or other liability for any debts of the GSDDA. No Board Member shall jointly or severally be liable for the debts or liabilities of the GSDDA.

Section 10. Indemnification. The GSDDA shall indemnify any Board Member or Officer of the GSDDA against expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal, or for any loss or claim resulting from such action, suit, or proceeding in which he or she is made a party by reason of being or having been a Board Member or Officer, including any matter in which he or she is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duties for, or on behalf of, the GSDDA; excluding, however, any liability for intentional misconduct, gross negligence, or criminal acts in the office. Provided further, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit, or proceeding which has been made the subjects of compromise settlement, except with the approval of a court of competent jurisdiction, or the Board, acting by a majority vote of Board Members who are not parties to the same or substantially the same action, suit, or proceeding. The foregoing right or indemnification shall not be exclusive of other rights to which such person, his heirs, executors, or administrators may be entitled as a matter of law.

Section 11. Fidelity Bonds. The Board may require fidelity bonds for the faithful performance of any employee's duties. The expense for such bonds shall be paid for by the funds of the GSDDA.

Section 12. Insurance. The Board may participate in the City of Glenwood Springs insurance policies with the approval of the City Council, and the City's insurance providers. The Board may also purchase any insurance policies for the GSDDA as it sees fit. The Board may also purchase insurance for the purpose of indemnifying its Board Members, Officers, and employees to the extent that such indemnification is allowed in Section 11 of Article VI of these Bylaws.

ARTICLE VII AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed by the affirmative vote of a majority of all the members of the Board at any duly convened special or regular meeting. Provided, however,

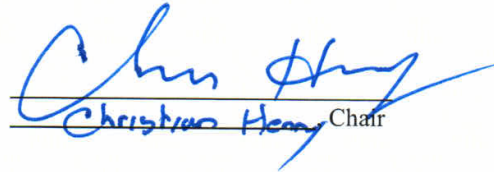
that in no event shall these Bylaws be altered, amended, or repealed so as to be inconsistent with the laws of the State of Colorado or the City of Glenwood Springs.

ARTICLE VIII DISSOLUTION

Upon resolution by a two-thirds (2/3rds) vote of all members of the Board, the Board may request the City Council to dissolve the GSDDA, provided that all statutory requirements are satisfied. The GSDDA may be dissolved by any method authorized by statute.

ADOPTED this 20 day of October, 2020 at the regularly scheduled meeting of the GSDDA.

Vote: X yes; ___ no



Christian Henry Chair

ATTEST:

Secretary

ORDINANCE NO. 44

Series of 2000

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, ESTABLISHING THE BOARD OF DIRECTORS OF THE
DOWNTOWN DEVELOPMENT AUTHORITY AND ESTABLISHING
ITS POWERS AND DUTIES.**

WHEREAS, the voters of the City of Glenwood Springs approved the creation of a downtown development authority at the general election held on November 7, 2000; and

WHEREAS, Sections 31-25-801 through 31-25-822 of the Colorado Revised Statutes provide qualifications for the membership and makeup of the board of directors of the authority; and

WHEREAS, the statutes also outline the powers and duties available to the board, subject to the revision or enlargement of those specified therein; and

WHEREAS, the City adopted, after numerous public meetings, the Downtown Plan, which is a component of the City's overall comprehensive plan; and

WHEREAS, City Council determines it in the best interest of the redevelopment of the downtown area, as defined in the ordinance approved by the voters, to establish hereinbelow the Board of Directors, as well as the Board's powers and duties.

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

Section 1. The affairs of the Downtown Development Authority shall be under the direct supervision of the Board of Directors, which shall consist of eleven (11) members appointed by City Council. Two (2) of the members shall be Glenwood Springs Council members, who shall be appointed by City Council when it makes appointments to all City boards and commissions, and the remaining nine (9) shall reside in, be a business lessee, or own property within the central business district, as defined in the ordinance creating the boundaries of the Downtown Development Authority. An officer or director of a corporation having its place of business in the district shall be eligible for appointment to the Board. A majority of the nine (9) non-Council members shall reside or own property in the boundaries of the district. The appointments shall be for the following terms:

Two members – through June 30, 2002

Two members – through June 30, 2003

Two members – through June 30, 2004

Three members – through June 30, 2005

After these initial terms, the terms of all citizen members shall expire four (4) years from the expiration date of the terms of their predecessors.

Section 2. All members shall take and subscribe to the oath of office required of officials of the City prior to the assumption of duties.

Section 3. For purposes of the Authority's business, the City's Downtown Plan, adopted by City Council on June 17, 1999, shall be used as the master plan for the Authority from which other more site specific development plans may be prepared.

Section 4. In addition to the powers customarily vested in a board of directors, the board shall exercise supervisory control over the activities of its staff in the carrying out of the following duties. Additional duties and responsibilities are as follows:

- A. The adoption of its own rules and procedures, subject to those specified in the City's Code of Ordinance and the approval of City Council.
- B. The appointment of a director and other staff members and the provision for their compensation.
- C. The preparation of an annual budget to be presented to City Council during the City's budget process for its approval.
- D. The proposed development projects prepared by the Board shall be submitted to the City's Planning and Commission and approved by City Council.
- E. Any and all powers and duties specified in Sections 31-25-807 and 31-25-808 of the Colorado Revised Statutes not inconsistent with other provisions in this ordinance.

Section 5. Any ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

INTRODUCED, READ AND PASSED ON FIRST READING, ORDERED
PUBLISHED IN FULL THIS 21ST DAY OF DECEMBER, 2000.

CITY OF GLENWOOD SPRINGS, COLORADO



Sam Skramstad, Mayor

APPENDIX B // Duties of DDA

ATTEST:



Robin S. Clemons, City Clerk

INTRODUCED, READ ON SECOND READING, APPROVED, AND ORDERED
PUBLISHED TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF
SECOND PUBLICATION THIS 4th DAY OF JANUARY, 2001.

CITY OF GLENWOOD SPRINGS, COLORADO



Sam Skramstad, Mayor

ATTEST:



Robin S. Clemons, City Clerk

RESOLUTION NO. 2002-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING A TWENTY-FIVE YEAR PLAN OF DEVELOPMENT FOR THE GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY, INCLUDING PROVISIONS FOR TAX INCREMENT FINANCING.

WHEREAS, by Ordinance No. 21, Series of 2000, the City Council of the City of Glenwood Springs, Colorado, has heretofore determined it prudent and necessary to establish a downtown development authority in the City; and

WHEREAS, pursuant to said Ordinance and Section 31-25-804 of the Colorado Revised Statutes, the question of establishing a downtown development authority in the City was submitted to the electors at the regular election on November 7, 2000; and

WHEREAS, after canvassing the returns of said election, the City Council determined that a majority of qualified electors voting on the question voted in favor thereof; and

WHEREAS, on January 4, 2001, City Council adopted Ordinance No. 44, Series of 2000, creating and establishing the Glenwood Springs Downtown Development Authority; and

WHEREAS, subsequent to its appointment, the Board of Directors of the Authority prepared a Plan of Development for the Authority, as required by C.R.S. Section 31-25-807; and

WHEREAS, the Plan of Development was presented to City Council at its regular meeting on October 19, 2001, and referred the Plan to the Glenwood Springs Planning and Zoning Commission; and

WHEREAS, the City of Glenwood Springs Planning and Zoning Commission, on October 23, 2001, reviewed, modified and recommended the approval of a modified Plan of Development to City Council; and

WHEREAS, the modified Plan of Development was presented to City Council at its regular meeting on November 15, 2001, and a public hearing was held on the proposed Plan, in accordance with C.R.S. Section 31-25-807(4)(c).

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

Section 1. City Council finds that the Authority's Plan of Development affords maximum opportunity, consistent with the sound needs and plans of the City as a whole, for the development and redevelopment of the area encompassed by the Glenwood Springs Downtown

APPENDIX C // DDA 25 Year Plan

Development Authority.

Section 2. City Council further finds that there is a need to take corrective measures in order to prevent deterioration of property values or structures within the Plan of Development area and the growth of blighted areas therein.

Section 3. City Council hereby adopts the Plan of Development as a twenty-five year plan using the tax increment financing through December 31, 2003, for both ad valorem taxes upon taxable property and for fifty percent (50%) of any municipal sale tax increment that occurs subsequent to the base year's, in accordance with C.R.S. Section 31-25-807, and which are collected with the current boundaries of the Plan of Development. Such financing shall be reviewed during the City's budget process for fiscal year 2004, and the percentage of sales taxes and continuation of ad valorem taxes on taxable property for tax increment financing shall be determined for the following two-year period. Such review and determination shall occur every two (2) years thereafter.

Section 4. Garfield County School District RE-1 has been permitted to participate in an advisory capacity with respect to the Plan of Development and Tax Increment Financing, in accordance with C.R.S. Section 31-25-807(3).

Section 5. Any new area to be subsequently included in the Glenwood Springs Downtown Development Authority in compliance with applicable law after the effective date of this Resolution shall be subject to a separate determination of applicable tax increment financing by City Council and only after City Council's approval of a plan of development for the new area.

Section 6. City Council hereby requests that the City's Finance Director prepare and certify a base year valuation for sales taxes, in accordance with Section 31-25-807(3)(I) of the Colorado Revised Statutes, for the twelve-month period ending on the last day of February 2002.

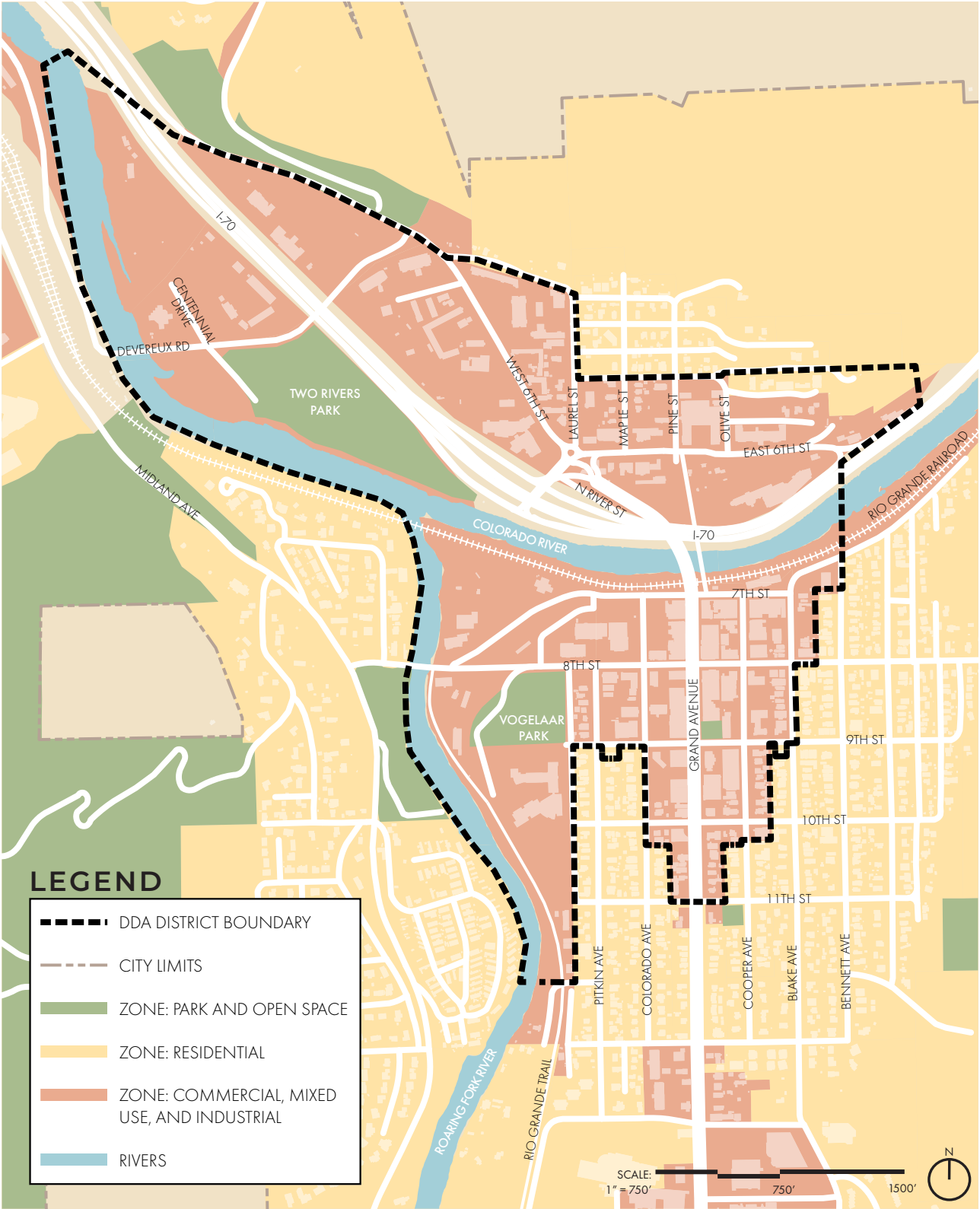
Section 7. City Council hereby requests that the Garfield County Assessor prepare and certify a base year taxable valuation for taxable properties inside the Plan of Development area using values established in the Assessor's last certification date.

INTRODUCED, READ AND PASSED THIS 21st DAY OF MARCH, 2002.

CITY OF GLENWOOD SPRINGS, COLORADO



Rick Davis, Mayor Pro Tem



CITY OF GLENWOOD DOWNTOWN DEVELOPMENT
AUTHORITY DISTRICT BOUNDARY



DOWNTOWN COLORADO

inc.

downtowncoloradoinc.org P: 303.282.0625

DOWNTOWN DEVELOPMENT AUTHORITY

glenwoodspringsdda.com

RESOLUTION NO. 2002-3

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GLENWOOD SPRINGS, COLORADO, APPROVING A TWENTY-FIVE
YEAR PLAN OF DEVELOPMENT FOR THE GLENWOOD SPRINGS
DOWNTOWN DEVELOPMENT AUTHORITY, INCLUDING
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WHEREAS, the Plan of Development was presented to City Council at its regular meeting on October 19, 2001, and referred the Plan to the Glenwood Springs Planning and Zoning Commission; and

WHEREAS, the City of Glenwood Springs Planning and Zoning Commission, on October 23, 2001, reviewed, modified and recommended the approval of a modified Plan of Development to City Council; and

WHEREAS, the modified Plan of Development was presented to City Council at its regular meeting on November 15, 2001, and a public hearing was held on the proposed Plan, in accordance with C.R.S. Section 31-25-807(4)(c).

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

Section 1. City Council finds that the Authority's Plan of Development affords maximum opportunity, consistent with the sound needs and plans of the City as a whole, for the development and redevelopment of the area encompassed by the Glenwood Springs Downtown

Development Authority.

Section 2. City Council further finds that there is a need to take corrective measures in order to prevent deterioration of property values or structures within the Plan of Development area and the growth of blighted areas therein.

Section 3. City Council hereby adopts the Plan of Development as a twenty-five year plan using the tax increment financing through December 31, 2003, for both ad valorem taxes upon taxable property and for fifty percent (50%) of any municipal sale tax increment that occurs subsequent to the base year's, in accordance with C.R.S. Section 31-25-807, and which are collected with the current boundaries of the Plan of Development. Such financing shall be reviewed during the City's budget process for fiscal year 2004, and the percentage of sales taxes and continuation of ad valorem taxes on taxable property for tax increment financing shall be determined for the following two-year period. Such review and determination shall occur every two (2) years thereafter.

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Section 5. Any new area to be subsequently included in the Glenwood Springs Downtown Development Authority in compliance with applicable law after the effective date of this Resolution shall be subject to a separate determination of applicable tax increment financing by City Council and only after City Council's approval of a plan of development for the new area.

Section 6. City Council hereby requests that the City's Finance Director prepare and certify a base year valuation for sales taxes, in accordance with Section 31-25-807(3)(I) of the Colorado Revised Statutes, for the twelve-month period ending on the last day of February 2002.

Section 7. City Council hereby requests that the Garfield County Assessor prepare and certify a base year taxable valuation for taxable properties inside the Plan of Development area using values established in the Assessor's last certification date.

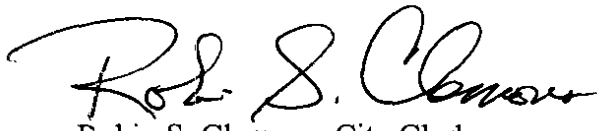
INTRODUCED, READ AND PASSED THIS 21ST DAY OF MARCH,
2002.

CITY OF GLENWOOD SPRINGS, COLORADO



Rick Davis, Mayor Pro Tem

ATTEST:

A handwritten signature in black ink, appearing to read "Rob S. Clemons". The signature is fluid and cursive, with the first name "Rob" and last name "Clemons" clearly distinguishable.

Robin S. Clemons, City Clerk

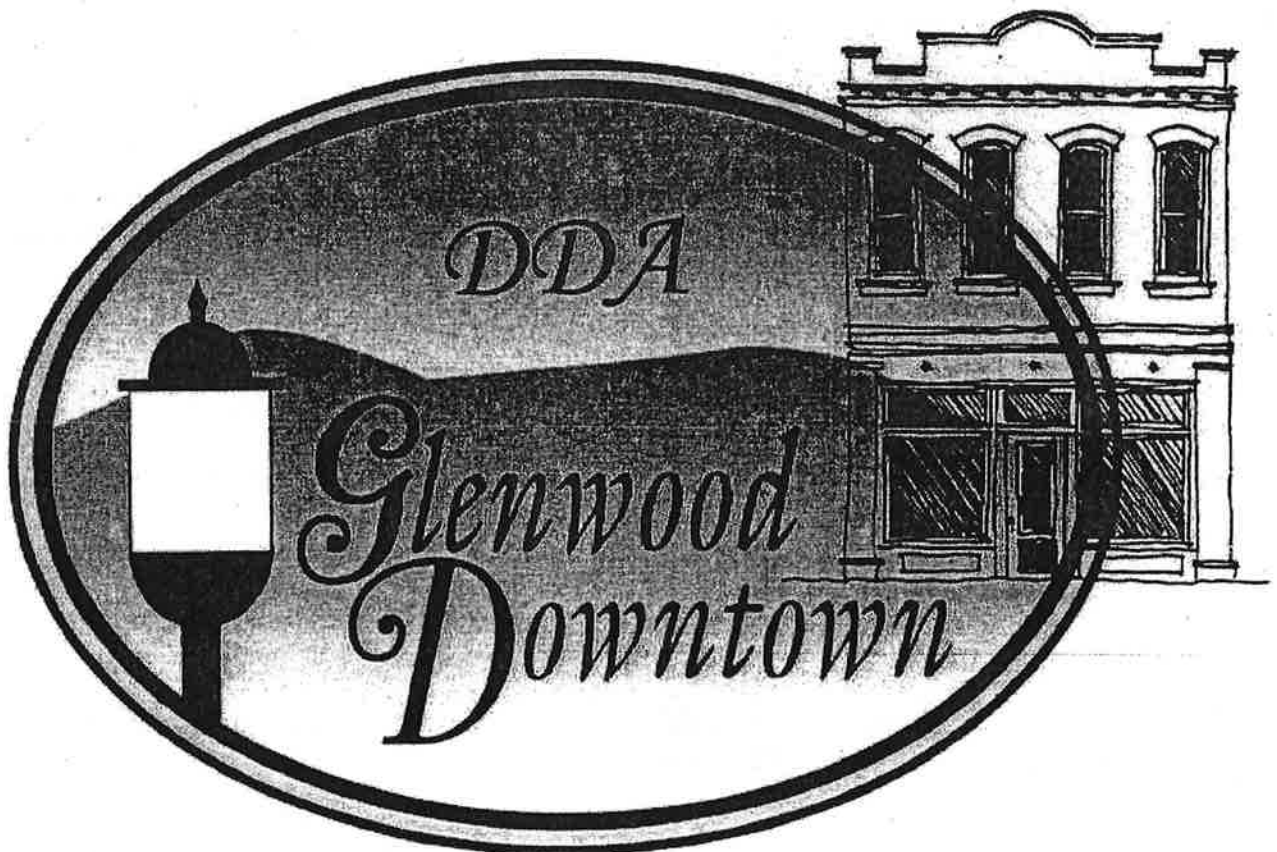
Glenwood Springs

*DOWNTOWN
DEVELOPMENT
AUTHORITY*

Plan of Development

October 18, 2001

Revised November 15, 2001



CHANGES IN REVISED PLAN OF DEVELOPMENT

November 15, 2001

On October 23, 2001, the Glenwood Springs Planning and Zoning Commission reviewed the DDA Plan of Development upon referral from City Council. City Council has received a memorandum dated October 29, 2001 from the Commission summarizing its recommendations.

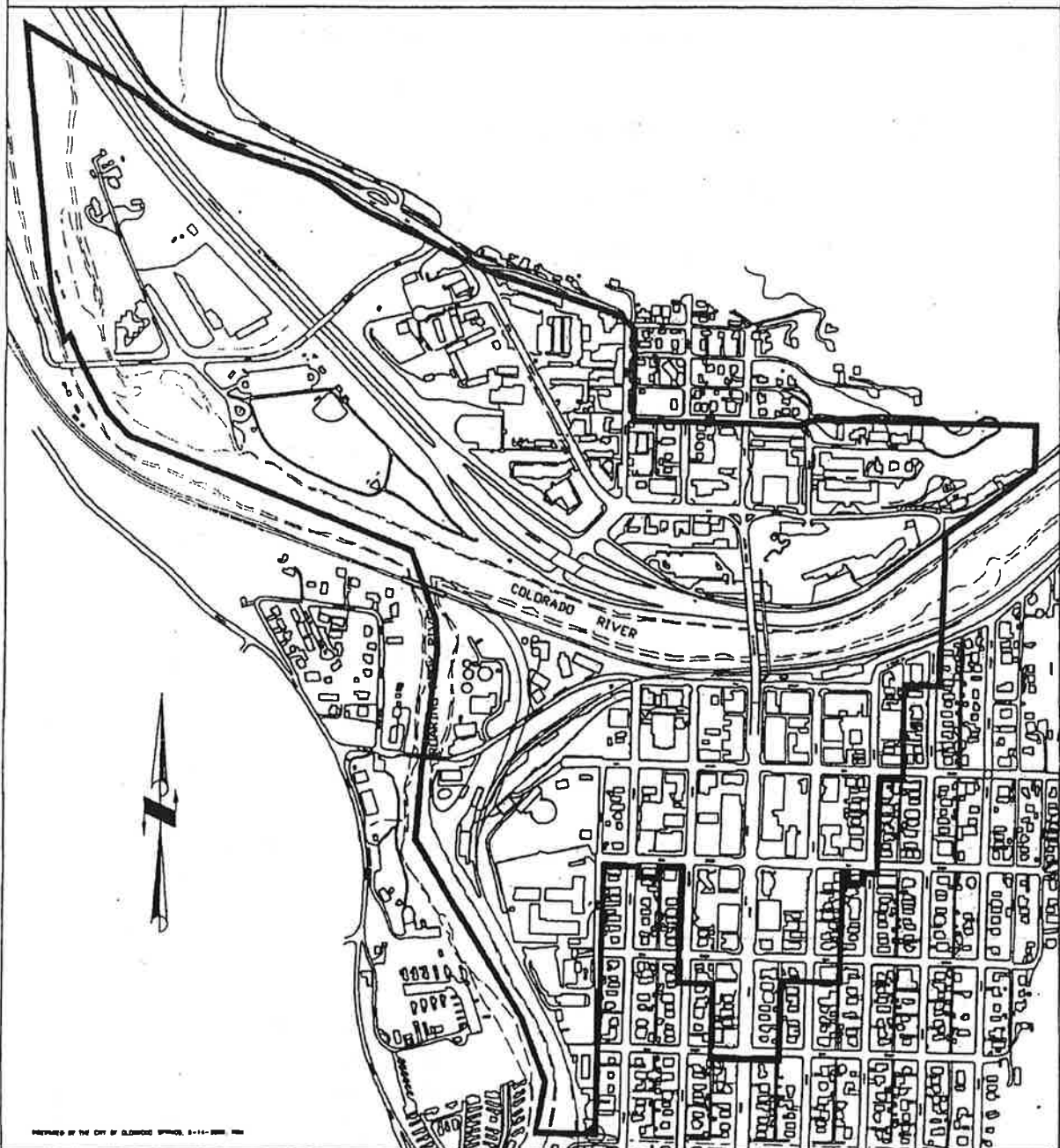
Some of the Commission's recommendations had previously been addressed in the Plan and so referenced in the memo. Others of the Commission's recommendations are contained in this revised Plan of Development, and so noted below. Changes that occurred at the discretion of the DDA are also noted below.

ALL revisions to the first draft of the Plan, which was dated and submitted to Council on October 18, 2001, are listed below:

1. The document has been slightly reorganized to improve the logical flow and to move technical details later than presentation of the key "Implementation Plan." Original section II, E, "Financing Method: TIF," has been moved to the end of the document to a new section IV (page 38 ff.). [Upon recommendation of the DDA Director and concurrence of city administrative and legal staff.]
2. A map of the DDA boundaries has been added at the beginning of the document. [Recommended by P&Z.]
3. The percentage of sales tax increment within the DDA boundaries desired to be received by the DDA has been reduced from 100% to 50%. [DDA Board of Directors as recommended by city administrative staff.]
4. The term "relocation of Colorado Highway 82" has been substituted for any prior references to "by-pass" or "alternate route," and all references to the site of such relocation other than the preferred route established by City Council have been deleted. These are changes to the Downtown Plan and are reflective of current thinking and formal city resolution since adoption of the Downtown Plan. [Planning and Zoning.]
5. An Executive Summary of Tax Increment Financing (TIF) has been added at the beginning of Section IV. The detailed and technical discussion of TIF follows that summary. [DDA Director.]
6. Examples of "projects" in Section III, B. have been numbered for easier reference. [DDA Director.]

BOUNDARY FOR THE CITY OF GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 4, ORIGINAL TOWNSITE; THENCE S 88° 21' 00" E, 115.00 FEET TO THE NORTHWEST CORNER OF LOT 32, BLOCK 4; THENCE N 01° 32' 00" E, 400.00 FEET TO THE NORTHWEST CORNER OF LOT 29, BLOCK 17; THENCE S 88° 28' 00" E, 290.00 FEET TO THE NORTHWEST CORNER OF LOT 29, BLOCK 16; THENCE N 01° 32' 00" E, 550.00 FEET TO THE NORTHWEST CORNER OF LOT 32, BLOCK 25; THENCE S 88° 28' 00" E, 30.00 FEET; THENCE S 01° 32' 00" W, 50.00 FEET; THENCE S 88° 28' 00" E, 70.00 FEET TO THE SOUTHEAST CORNER OF LOT 31, BLOCK 15; THENCE N 01° 32' 00" E, 50.00 FEET TO THE NORTHEAST CORNER OF BLOCK 25; THENCE S 88° 28' 00" E, 75.00 FEET TO THE NORTHWEST CORNER OF BLOCK 26; THENCE N 01° 32' 00" E, 475.00 FEET TO THE NORTHWEST CORNER OF BLOCK 35; THENCE S 88° 28' 00" E, 115.00 FEET TO THE NORTHWEST CORNER OF LOT 32, BLOCK 35; THENCE N 01° 32' 00" E, 475.00 FEET TO THE NORTHWEST CORNER OF LOT 34, BLOCK 46; THENCE S 88° 28' 00" E, 175.00 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 47; THENCE N 01° 32' 00" E, 75.45 FEET; TO A POINT ON THE SOUTHERLY LINE OF PARCEL A, PROJECT NUMBER 1-76-20(3)11 SECTION 5, THENCE ALONG THE SOUTHERLY LINE OF PARCEL A, THE FOLLOWING THREE (3) COURSES: (1) N 55° 21' 00" E, 61.42 FEET; (2) N 54° 47' 30" E, 110.10 FEET; (3) N 55° 10' 00" E, 383.70 FEET; THENCE N 01° 17' 40" E, 224.80 FEET TO THE NORTHEAST CORNER OF BLOCK 28; THENCE N 88° 28' 00" W, 1,118.55 FEET TO THE NORTHWEST CORNER OF BLOCK 79; THENCE S 66° 48' 55" W, 30.84 FEET TO THE NORTHEAST CORNER OF BLOCK 72; THENCE N 88° 28' 00" W, 835.00 FEET TO THE NORTHWEST CORNER OF BLOCK 62; THENCE N 01° 32' 00" E, 465.00 FEET TO THE NORTHWEST CORNER OF BLOCK 65; THENCE N 47° 01' 00" W, 106.73 FEET TO THE INTERSECTION OF THE WEST LINE OF THE LAUREL STREET RIGHT-OF-WAY AND THE SOUTHERLY LINE OF THE LINDEN STREET RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LINDEN STREET THE FOLLOWING TWO COURSES: (1) N 71° 31' 00" W, 431.61 FEET; (2) N 71° 59' 17" W, 283.01 FEET; THENCE N 62° 29' 48" W, 363.40 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 AND THE WESTERLY RIGHT-OF-WAY LINE OF DEVEREUX ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 THE FOLLOWING EIGHT (8) COURSES: (1) N 65° 00' 45" W, 229.57 FEET; (2) 212.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 983.00 FEET, A CENTRAL ANGLE OF 12° 19' 53", THE CHORD OF SAID CURVE BEARS N 58° 50' 47" W, 211.60 FEET; (3) N 52° 40' 49" W, 54.48 FEET; (4) 184.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.00 FEET, A CENTRAL ANGLE OF 19° 28' 00", THE CHORD OF SAID CURVE BEARS N 43° 32' 49" W, 183.29 FEET; (5) N 70° 04' 49" W, 378.80 FEET; (6) 241.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1176.00 FEET, A CENTRAL ANGLE OF 11° 45' 00", THE CHORD OF SAID CURVE BEARS N 64° 14' 19" W, 240.75 FEET; (7) N 60° 21' 49" W, 42.30 FEET; (8) 203.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 603.00 FEET, A CENTRAL ANGLE OF 19° 17' 59", THE CHORD OF SAID CURVE BEARS N 50° 47' 51" W, 202.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70; THENCE N 57° 49' 42" W, A DISTANCE OF 646.53 FEET TO A POINT ON THE CENTERLINE OF THE COLORADO RIVER; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF THE COLORADO RIVER, (ALSO ALONG THE WESTERLY LINE OF THE PARCEL OF LAND IDENTIFIED AS PARCEL No. 32, NORTH GLENWOOD HEALTH SPA PROPERTY IN THE DEED RECORDED AS RECEPTION NUMBER 438553 IN BOOK 846, AT PAGE 493 IN THE OFFICE OF THE GARFIELD COUNTY, COLORADO, CLERK AND RECORDER) S 05° 24' 18" E, 1,340.40 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF THE COLORADO RIVER (ALSO ALONG THE WESTERLY LINE OF THE FINAL PLAT OF THE NORTH GLENWOOD CENTER SUBDIVISION, RECORDED AS RECEPTION NUMBER 271331 IN THE OFFICE OF THE GARFIELD COUNTY, COLORADO, CLERK AND RECORDER) THE FOLLOWING THREE (3) COURSES: (1) S 15° 33' 34" E, 254.51 FEET; (2) N 48° 47' 22" E, 40.74 FEET; (3) S 23° 30' 04" E, 126.22 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF THE COLORADO RIVER THE FOLLOWING FOUR COURSES: (1) S 20° 50' 33" E, 95.27 FEET; (2) S 27° 17' 00" E, 216.13 FEET; (3) S 42° 52' 11" E, 161.49 FEET; (4) S 67° 50' 30" E, 1,513.26 FEET TO THE INTERSECTION OF THE CENTERLINES OF THE COLORADO RIVER AND THE ROARING FORK RIVER; THENCE SOUTHERLY ALONG THE CENTERLINE OF THE ROARING FORK RIVER THE FOLLOWING SEVEN (7) COURSES: (1) S 19° 12' 16" E, 370.19 FEET; (2) S 03° 00' 09" E, 147.95 FEET; (3) S 07° 18' 51" W, 585.73 FEET; (4) S 04° 30' 23" W, 370.43 FEET; (5) S 30° 42' 50" E, 1,041.61 FEET; (6) S 20° 35' 45" E, 341.53 FEET; (7) S 10° 04' 41" W, 261.52 FEET; THENCE S 88° 28' 00" E, 297.52 FEET TO THE SOUTHWEST CORNER OF BLOCK 1; THENCE N 01° 32' 00" E, 1,350.00 FEET TO THE NORTHWEST CORNER OF BLOCK 21; THENCE S 88° 28' 00" E, 175.00 FEET TO THE NORTHWEST CORNER OF BLOCK 22; THENCE S 01° 32' 00" W, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 22; THENCE S 88° 28' 00" E, 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 22; THENCE N 01° 32' 00" E, 50.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 22; THENCE S 88° 28' 00" E, 115.00 FEET TO THE NORTHEAST CORNER OF BLOCK 22; THENCE S 01° 32' 00" W, 575.00 FEET TO THE NORTHEAST CORNER OF LOT 28, BLOCK 19; THENCE S 88° 28' 00" E, 175.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 18; THENCE S 01° 32' 00" W, 375.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3; THENCE S 88° 28' 00" E, 215.00 FEET TO THE NORTHWEST CORNER OF BLOCK 4, THE POINT OF BEGINNING.



Plan of Development
Glenwood Springs Downtown Development Authority
October 18, 2001

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***In addition to the proposed acceptance of this entire Plan of Development, this section contains the only imminent and specific proposals for review and approval by Glenwood Springs City Council through review and recommendation by Glenwood Springs Planning and Zoning.**

Section I

A: CRITICAL CONCEPTS OF THIS PLAN OF DEVELOPMENT

1. This Plan of Development is general in nature, follows the Downtown Plan, and sites examples of projects (see Section III), which may be implemented later. No specific or imminent projects are requested for approval by P&Z or City Council at this time, with two exceptions:

- a. **The DDA requests approval of this overall document as the statutorily required "Plan of Development" for a DDA.** (Process detailed in "Scope.." and "..Legal Authority," Sections I., C. and D)."
- b. **The DDA requests acceptance of THE SPECIFIC PROPOSALS CONTAINED IN Section III B. 1 – G. 1 – 4, page 24 "Implementation Plan – Organization and Management."** That section, if approved, represents the next logical, practical, and statutorily defined step to establish Tax Increment Financing (TIF). All prior steps have been accomplished. (See Section I., D. and III. B. 1, A. – F.)

2. The "Glenwood Springs Downtown Plan," previously approved by P&Z and adopted by Council is the foundation for the DDA and this Plan of Development. Many relevant sections of that plan are reprinted here, while others have been omitted as superfluous (such as detailed survey results, demographic data, and alternative scenarios not recommended or accepted).

NOTE ESPECIALLY - RE: DOWNTOWN PLAN: Certain sections and key phrases have been deemed outdated by the Planning and Zoning Commission in its review of this Plan. Specifically, the outdated language applies to the preferred route of and the nomenclature for the "relocation of Highway 82." Old language has been ~~struck through~~ and new language appears in ALL CAPS. These changes appear only in Section II. B., pages 11-12, and unless further revised by recommendation of City Council, are adopted with this Plan of Development.

3. According to the City Attorney, the "White Papers" prepared by consultant-authors of the Downtown Plan apparently were not adopted by City Council with the Downtown Plan. Those White Papers contain many general concepts and recommended projects that would normally be a part of a DDA Plan of Development. Therefore, those White Papers are included here by appendix and by reference made a part hereof.

Section I

B: EXECUTIVE SUMMARY:

OVERVIEW AND PURPOSE OF THE DDA PLAN OF DEVELOPMENT

The Glenwood Springs Downtown Development Authority (DDA) respectfully submits this Plan of Development to Glenwood Springs City Council and Glenwood Springs Planning and Zoning Board (P&Z) for review, comment, and recommendation for adoption. This statutorily required Plan of Development is the next legal, logical and practical phase in the evolution of the DDA and the establishment of Tax Increment Financing.

This Plan of Development, especially including Section III. B. 1. "Implementation Plan – Organization, Management and TIF," is a critical supplement to the Glenwood Springs Downtown Plan, which was previously reviewed by P&Z, recommended by P&Z for adoption by City Council, and so adopted by Council on June 17, 1999.

While the previously approved Downtown Plan in its entirety is not a part of this Plan of Development per se, this Plan of Development is a sufficient and necessary extension of the Downtown Plan and is an adjunct to it. There is no disagreement in this Plan with any portions of the previously-approved "Preferred Scenario" in the Downtown Plan and this Plan incorporates into it extensive portions of the Downtown Plan. As noted in "Critical Concepts" earlier, minor changes in language in the Downtown Plan have been made here and are so noted where they occur.

The statutory basis for establishing a Downtown Development Authority and for establishing a revenue stream for the DDA through Tax Increment Financing is presented in Section I., D. It is the purpose of this Plan of Development to continue that statutorily defined process.

Section I

C: SCOPE AND PURPOSE OF THIS PLAN

Adopting precedents established by DDAs in Grand Junction, Colorado (1980) and in Mt. Crested Butte, Colorado (1998), this Plan of Development is general in nature. It does not include or propose specific Development Projects that are being proposed at this time. Rather, it presents the goals and specific objectives of the DDA and lists a number of specific examples of Development Projects that may be undertaken by the DDA. Any specific project to be implemented by the DDA, including a financing plan for the project, will be referred to City Council and subsequently referred to P&Z for thorough review and recommendation. Statutorily, no such Development Project can be undertaken by the DDA without such referral, review, and approval by those bodies.

One important and critical exception to the general nature of the Plan is Section III, B, 1, "Implementation Plan - Organization, Management and TIF." Many of the specific tasks to be accomplished in "Organization, Management" have already been accomplished and are so noted. If there are any specific projects that may be considered as proposed today, those are: 1. The formal acceptance of this Plan of Development. and 2. The establishment of a baseline for Tax Increment Financing (TIF). Upon the review and recommendation of P&Z to City Council, Council will be asked to adopt a Resolution accepting this Plan of Development and establishing Tax Increment Financing.

In order for the DDA to fulfill its goals and objectives, adopted from the previously approved Downtown Plan, and to further plan, propose, and implement specific Development Projects, it must establish this critical revenue stream. As a practical matter, it is not anticipated that the increment to existing taxes within district boundaries will be substantial in the near future. By current estimates,

revenue from TIF at the current growth rate will take one to two years to reach the level of funding recommended by consultants in the Downtown Plan – approximately \$150,000 per year.

Finally, the scope of the Plan of Development will be greater, including undertaking some of the examples that are presented here, and these will become more specific as new development occurs within the district and the TIF increases to a critical mass. It is anticipated, therefore, that this Plan of Development will be amended through the process of referral, review, and approval by Council and P&Z, as statutorily required.

The scope of the plan can expand only as the TIF expands. New development and annexations (if requested by the property owner and approved by Council) will increase TIF, and, therefore, will increase the ability of the DDA to implement more substantial development projects as intended by the Downtown Plan and this Plan of Development. That increased scope thus enables DDA to fulfill its most important function to maintain and revitalize downtown as the heart of Glenwood Springs.

To summarize, the scope of today's Plan in terms of proposing specific development projects is somewhat limited by necessity, but no foundation for growth can be built until this general plan is approved and TIF is established. That is the purpose of this initial Plan of Development.

Section I.

D: LEGAL AUTHORITY, BACKGROUND, AND HISTORY

Colorado Revised Statutes (C.R.S. 31-25-801, et seq.) provides municipalities the authority to establish a Downtown Development Authority "...within central business districts ...to assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof."

As a result of its research into these statutory provisions enabling the City decided to create a Downtown Development Authority, City Ordinance No. 21, Series 2000 was passed by Council on September 7, 2000 defining the boundaries of a proposed Authority and submitting the question of establishing the DDA to a vote. Such ordinance also specified: "Section 5: In the event the Downtown Development Authority is approved by a majority of those voting thereon, City Council shall comply with the requirements of Colorado law for both the organization of the Authority and for the financing thereof." [Emphasis added.]

On November 7, 2000 a majority of participating electors approved the establishment of the Downtown Development Authority.

On January 4, 2001, City Council passed Ordinance No. 44, Series of 2000 establishing the Board of Directors of the Downtown Development Authority and establishing its powers and duties.

Prior to these statutorily-required steps, and as a precursor to them, in September 1998 the Glenwood Springs Downtown Plan was submitted to City Council as part of its Comprehensive Plan. The Downtown Plan was prepared by consultant planners and consists of significant and sophisticated research, analysis, problem descriptions, professional planning, and the establishment of goals and objectives for the future development of downtown Glenwood Springs.

Council referred the Downtown Plan to Glenwood Springs Planning and Zoning Board (P&Z) where it was reviewed and recommended for approval to Council on January 26, 1999.

On June 17, 1999 the Downtown Plan was adopted by City Council.

The January 4, 2001 Ordinance establishing the DDA included: "Section 3. For purposes of the Authority's business, the City's Downtown Plan, adopted by City Council on June 17, 1999, shall be used as the master plan for the Authority from which other more site specific development plans may be prepared." [Emphasis added.] Therefore, that acceptance of the Downtown Plan as part of establishing the DDA has significant implications for financing the operations and projects of the DDA.

Although the state's DDA statute enables a city council to enact a property tax mill levy increase or a sales tax increase after a vote of the qualified electors, Glenwood Springs City Council, upon the recommendation of the DDA Task Force¹, decided not to ask for any property or sales tax increases. Instead, it was decided that the Glenwood Springs DDA would most likely rely for its funding on a mechanism called Tax Increment Financing with is allowed for a DDA under C.R.S. 31-25-807 (3). (It should be noted that this mechanism, commonly called "TIF," is only a portion of existing tax revenues within the DDA boundaries and is not a new tax or tax increase.)

Pursuant to Colorado State Law, C.R.S. 31-25-807 (2) (d), the Board of Directors of a DDA is charged with submitting a "plan of development" as a prerequisite to establishing a baseline upon which Tax Increment Financing is calculated and becomes available to the DDA. Such a "plan of development" is subject to approval by the "governing body," i.e. City Council. "Plan of development" is defined in C.R.S. 31-25-802, (6.4) as "a plan, as it exists from time to time, for the

¹ It should be noted that the composition of the DDA Task Force was largely comprised of members of the Downtown Plan Advisory Committee.

development or redevelopment of a downtown development area, including all properly approved amendments thereto" [emphasis added].

Conclusion

The previously-approved Glenwood Springs Downtown Plan consists of significant and sophisticated research, analysis, problem descriptions, professional planning, and the establishment of goals and objectives representing the foundation and justification for the statutorily required "Plan of Development" – this document. Taken together, the Glenwood Springs Downtown Plan and this Plan of Development represent the whole of the required "Plan of Development" necessary to establish TIF. Acceptance of this document and approval by Glenwood Springs City Council, preceded by review by the Planning and Zoning Board, provide the next to final legal step for establishment of the baseline of sales and property taxes and allowing, henceforth, the calculation of Tax Increment Financing potentially available to the Downtown Development Authority.

The final step establishing the TIF will be a City Council resolution that will:

- 1. Adopt this Plan of Development.**
- 2. Establish an initial percentage of sales tax increment to be devoted to the DDA.**
- 3. Request the County Assessor to prepare a base year taxable valuation for taxable properties inside the DDA boundaries.**
- 4. Request city staff to certify a base year valuation for sales taxes**
- 5. Establish a fund balance for the DDA.**

Section II

A: THE DOWNTOWN PLAN: ORIGINAL EXECUTIVE SUMMARY

NOTE FROM THE DDA: The final "Glenwood Springs Downtown Plan" was formally adopted by City Council on June 17, 1999. The final plan presents the preferred scenario for development of downtown Glenwood Springs. In order for the Plan of Development to be an adequate permanent record, the background and details to that preferred scenario are important.

EXECUTIVE SUMMARY OF THE DOWNTOWN PLAN

[The Original Executive Summary of the Downtown Plan, here printed verbatim except as indicated by ~~strike-throughs~~ for deletions and CAPS for NEW LANGUAGE.]

Downtown Glenwood Springs is one of the most attractive small city central business districts in the West. Yet it faces some significant challenges in terms of land use, economic development, and transportation/parking. As the region has grown, traffic in the downtown has become a significant problem as well as parking for customers and employees. The downtown is the office, tourism, and entertainment hub of the area, but some businesses struggle to meet competition from outlying shopping areas. And development pressure is increasing on the central business district's historic buildings.

To respond to these and other challenges and opportunities, the City of Glenwood Springs commissioned a team led by Clarion Associates to produce a new downtown neighborhood plan working closely with city staff and an advisory committee comprised of leading citizens and business people with close downtown ties. [Emphasis added]

The project was kicked off in 1997 with a series of meetings with staff, the advisory committee, elected officials, and other stakeholders in the downtown. Working closely with the staff and advisory committee, by mid-1998, the consulting team had produced a preferred scenario for development of downtown Glenwood Springs. The preferred scenario is based on:

- *Results of the community wide survey conducted in late 1997,*
- *Interviews with a wide range of interested parties,*
- *Comments on a series of working papers prepared by the consulting team on key topics including transportation and parking, land use and design, economics/demographics, and implementation and management issues, (See Appendices C-F.), and*
- *Several workshops with the project advisory committee and staff and community workshops with the public.*

From the initial survey and background work, a number of **key goals and objectives** emerged that guided preparation of the preferred development scenario. These included:

- *Downtown should maintain and strengthen its role as the historic center of the community and region-- a retail/entertainment, office/government, and tourist hub.*
- *New development should respect the attractive small-town scale and historic context of the central business district.*
- *The pedestrian atmosphere of the downtown should be preserved and enhanced.*
- *Physical and visual connections to the Roaring Fork and Colorado Rivers should be created.*
- *Steps should be taken to reduce traffic on Grand Avenue to create a safer pedestrian environment and atmosphere more conducive to retail business.*
- *New parking lots and structures should be considered to ease the parking shortage in downtown as well as other strategies.*
- *Downtown needs a well-organized business association with adequate staff and stable funding to manage and promote the central business area.*
- *Underutilized land in the heart of the downtown should be actively redeveloped to maintain and strengthen its role as an office and governmental center and to provide open space and river connections.*

To translate these general goals and objectives into specific implementation actions and to assist the city and its citizens in choosing preferred approaches to making the goals and objectives a reality, the consulting team drafted three alternative development scenarios, described briefly below:

Current Trends Continue: The city takes only modest new steps to address pressing issues facing the downtown.

Transportation-Oriented Scenario: Improving transportation, access, and parking in the downtown becomes the key focus for the city and the downtown association.

Small-Town Character Scenario: Maintaining the existing small-town scale and character of downtown becomes a high priority of the city.

These three alternative scenarios were considered at a series of community meetings held in Glenwood Springs in June 1998, which were attended by over 125 people. Citizens also submitted

written comments. Based on these meetings and comments, the consulting team produced a preferred scenario that is an amalgam of features of all three of the alternatives, but with the majority based on Scenario 3 above. A detailed description of the preferred scenario is set forth in a later section of the plan.

The consulting team then held several meetings with staff and the advisory committee to further evaluate a range of tools to implement the plan, including incentives, regulations, and management policies and entities. The key implementation tools include:

1. Changes to the city zoning code, including design standards to foster retail development along Grand Avenue and to ensure that new structures throughout downtown are compatible with the existing character of the area in terms of height, setbacks, materials, etc.
2. Creation of an historic district with controls on demolition and alterations of designated historic structures.
3. Creation of a business improvement district to promote and manage the downtown and to assist in the financing and construction of a new parking structure.
4. Formation of an urban renewal authority to assemble land west of the county courthouse and to plan/develop a business park in this area.

The plan, with its preferred scenario and range of implementation tools, is an ambitious, but practical road map to maintaining the existing attractive character of downtown Glenwood Springs, while building a strong foundation for it to flourish from an economic perspective.

Section II

B: THE PREFERRED DEVELOPMENT SCENARIO

[Adopted here verbatim from the Downtown Plan except as noted in the text.]

Summary: Maintaining the existing small-town scale and character of downtown becomes a high priority of the city. Demolition of historic structures is subject to regulation, and new buildings are subject to compatibility standards so that they fit with the existing fabric of the central business district. New, well-designed parking lots and structures are built on the edge of the district primarily for employees; on-street and lots near Grand Avenue are reserved for customers and visitors. The city undertakes a more detailed assessment of ~~building a bypass~~ **RELOCATING STATE HIGHWAY 82 USING THE RAILROAD CORIDOR AS THE PREFERRED ROUTE** to remove truck traffic from downtown. ~~A variety of routes are explored, with particular emphasis on an alignment west of the Roaring Fork River, but not on the slopes above Midland Avenue. The Bragden alignment is one possibility, with the use of Midland Avenue another option to explore.~~

Access to the river from downtown is improved by **RELOCATING HIGHWAY 82 AS NOTED ABOVE** ~~moving the bypass to its west bank. The existing rail corridor is dedicated to transit and a hike/bike trail.~~ Steps are taken to make Grand Avenue and the downtown core much more pedestrian-oriented. Sixth Avenue and Grand Avenue are not widened. The Grand Avenue Bridge is **MAY BE** replaced with a well-designed structure similar in size to the existing bridge. New retail businesses and offices are added in North Glenwood to strengthen the northern part of downtown. Pedestrian connections are improved to the downtown core, and Sixth Avenue is targeted for smaller scale, non-auto oriented development more in keeping with the character of downtown. A new business improvement district is created to spearhead downtown management and promotion, as well as provision of parking and other services. An urban renewal authority ~~is created~~ **MAY BE CREATED** to develop a mixed-use business park on the west edge of downtown to accommodate modern office buildings and to provide a new public access at the confluence of the Roaring Fork and Colorado Rivers. The area develops with a campus-like setting featuring greenbelts running throughout the property to provide public access between rivers and downtown. The existing city shops and wastewater treatment facility and industrial uses are moved to more appropriate locations outside the downtown. A new city hall is built downtown on the site of the city shops, which helps jumpstart redevelopment of the west end. A county jail remains downtown, either near its present location or possibly on the community center site in north downtown. If built near its present site, steps are taken to design the structure to fit in with the established low-rise character, mass, and scale of the downtown and to mitigate traffic, parking, and other impacts during and after construction. The county and city also explore the feasibility of splitting a jail into two facilities with a smaller 3-story structure, designed for pretrial/presentencing prisoners, built downtown and a larger facility for longer-term, post sentencing incarceration built outside the downtown.

PROS:

- Downtown character and atmosphere maintained.
- Retail preserved and strengthened downtown.
- ~~Bypass~~ RELOCATION OF 82 greatly reduces through traffic.
- Development character north of river improved.
- Space provided for compatible office development.
- Connections to river improved and creation of park amenity.
- Broadened tourism base.
- Development interests seeking to do business in areas with unique character attracted to
- Invest in downtown by emphasis on preservation and renovation incentives.

CONS:

- Overall cost of ~~bypass~~ RELOCATING HIGHWAY 82 (potentially \$20-40+ million) high; city's share siphons funds from other regional and community transportation projects.
- ~~Bypass alignment adversely affects some existing residential developments along west side of Roaring Fork River.~~
- Control of private property owners' ability to demolish or alter downtown structures spurs some investors to steer clear of downtown.
- Risk of urban renewal authority failure if business park not economically feasible. Associated costs of moving city facilities and existing businesses.
- ~~Property taxes on local downtown businesses increased to fund business improvement district and full-time downtown association staff.~~

[NOTE: End of verbatim section of the Downtown Plan.]

KEY ELEMENTS OF THE PREFERRED DEVELOPMENT SCENARIO

As part of the Preferred Scenario, the Downtown Plan presented twenty-four goals to be achieved to bring that scenario to fruition. These goals were distributed among four major categories:

1. Transportation.
2. Land Use.
3. Organization/Management.
4. Economic/Marketing.

In this Plan of Development the DDA has adopted these broad categories. These goals and possible specific development projects to achieve these goals are detailed later in this Plan in Section III.

Section II

C: KEY LINK: IMPLEMENTING THE DOWNTOWN PLAN THROUGH THE DDA

This section explains the key link between this Plan of Development and the existing Downtown Plan. That link is embodied by role to be played by the Downtown Development Authority as the activating force in the Downtown Plan. Section III., B., 1., "Organization, Management and TIF" provides the step-by-step process for City Council and P&Z to formalize that link through approval of this Plan of Development.

How does a community prevent a professionally designed, well researched, and thoroughly developed plan from simply gathering dust on the shelf – perhaps for many years until it is outdated, maybe forgotten, and possibly irrelevant?

The consultant-authors of the Downtown Plan presented two detailed white papers on the subject of implementation:

1. "Technical Brief: Implementation and Management." Mary Means & Associates in association with Clarion Associates. February 2, 1998.
2. "Implementation Tools." Clarion Associates. October 1998.

For purposes of this DDA Plan of Development, it is important to note that both of these white papers are appended to this document and by reference made a part hereof. The reason for this inclusion is that they include important recommendations that may be considered examples of specific projects that may be implemented later by the DDA.

Key portions of those documents should be noted here:

From Mary Means and Associates:

"The city cannot wait until the plan is done to start thinking about how it will be implemented. Assuming the development of an economic marketing study with recommendations concerning which segments hold promise, there needs to be attention paid now to how the Clarion Team's recommendations will be turned into action, given the absence of a staffed downtown organization. This memorandum is an effort to look at the current situation, present the case for a professional downtown organization, and outline approaches to funding such an organization through a variety of means." [Emphasis added]

Ironically, this very document, the DDA Plan of Development, is necessary because of the delay in adopting the Downtown Plan - about sixteen months after the recommendation was made - and especially because of the delay in forming the DDA itself after adopting the Downtown Plan - almost three full years after the recommendation to form a BID was made. The delay, however, is understandable because the decision was to institute a Downtown Development Authority as opposed to a Business Improvement District (BID). The result, however, despite its complications is a much more powerful and formidable force.

Forming a **BID** is strongly recommended in both the white papers noted above.

FROM CLARION ASSOCIATES:

"A central feature of the preferred scenario is creation of a business improvement district to:

1. Manage the downtown environment, providing services such as enhanced levels of landscaping, maintenance, and cleaning.
2. Promote and carry out special events, marketing efforts, and similar activities.
3. Undertake business development, including recruitment of targeted businesses.
4. Promote and partially finance management of downtown parking resources, including construction of a parking structure in a partnership with government agencies.
5. Explore establishing cooperative purchasing programs, joint employee benefit programs, etc. for members."

FROM MEANS AND ASSOCIATES:

"Glenwood Springs needs a professionally staffed downtown organization. The organization should have a professional director and an administrative/ program assistant..... The growing mechanism of choice is the *Business Improvement District*, a self-governing method of funding marketing, management and amenity programs for central areas."

From these recommendations, the Downtown Development Task Force extrapolated to a stronger entity and recommended to City Council that it research and develop a "Downtown Development Authority."

As noted earlier in Section I., D., "History and Legal Authority:"

"As a result of its research into these statutory provisions enabling the City to create a Downtown Development Authority, City Ordinance No. 21, Series 2000 was passed by Council on September 7, 2000 defining the boundaries of a proposed Authority and submitting the question of establishing the DDA to a vote. Such ordinance also specified:

'Section 5: In the event the Downtown Development Authority is approved by a majority of those voting thereon, City Council shall comply with the requirements of Colorado law for both the organization of the Authority and for the financing thereof.' [Emphasis added.]

On November 7, 2000 a majority of participating electors approved the establishment of the Downtown Development Authority.

On January 4, 2001, City Council passed Ordinance No. 44, Series of 2000 establishing the Board of Directors of the Downtown Development Authority and establishing its powers and duties."

Section II

D: THE DOWNTOWN DEVELOPMENT AUTHORITY

In the late summer and fall of 2000 prior to the November 7th election that would establish the DDA, the Downtown Plan Task Force and DDA Task Force were looking forward to its establishment and promoting it as a good idea. Their overview is an excellent starting place to a general understanding of the district:

DOWNTOWN DEVELOPMENT AUTHORITY:

"The 'General Improvement District 1980' (GID) was formed in 1979 and was able to construct the parking lots on the corner of 9th and Cooper Ave and on the 700 block of Colorado Avenue, across from the Courthouse. It helped with the financing of the streetscape beautification in downtown Glenwood Springs. The GID is limited to what it can do so now is the time to establish a new entity to replace it.

The Downtown Development Authority will be a district established by the voters of Glenwood Springs and will be involved in overseeing the implementation of the Downtown Plan, which City Council adopted in 1999. It will have the ability to do the things the plan called for from a parking structure to helping in the relocation of State Highway 82. It will be able to continue the development of the downtown area for the benefit of all our Citizens.

When the voters establish the Authority the Glenwood Springs City Council will appoint a board of directors who will draft a development plan², which will be presented to City Council for approval. This plan will establish the guidelines and the activities of the DDA as to what areas the city feels are needed to investigate and develop. The board will then be responsible to carry out this plan and will be responsible to the citizens of Glenwood Springs through the City Council.

To finance any of the projects, the City Council may utilize increment financing³ which is [sic] using the sales taxes collected over a set base amount that is generally the amount of sales taxes collected during a current year. This will NOT be a new tax but an

² A crucial early recognition, this reference is to the statutorily-defined Plan of Development – this document. This forward-looking explanation and promotion document points out very clearly the reason for the Plan of Development.

³ This informal reference is to "Tax Increment Financing" is a critical step in financing a DDA for which this Plan of Development is a statutorily defined precursor.

expanded tax [actually an increment to existing tax due to growth] because of an increase in business. This fund can be used for any project, which the district board and the City Council approve. If it is decided that a bond issue should be used to finance a project, bond issues will have to be presented for the approved [sic] by the voters of Glenwood Springs at a general election.

This proposal is needed to continue the promotion of the core of our city, which is the downtown area. During the development of the comprehensive Plan for the City of Glenwood Springs, it was said over and over that we needed to preserve and enhance our Downtown because this is the core of Glenwood Springs. The Downtown Plan was the first step and now comes the working part which is to start developing this plan into a Downtown we can all continue to be proud of."

Conceptually, there exists a plethora of special districts used for the protection, promotion, and revitalization of city or town central districts. This "alphabet soup" includes, among many, many others:

BID: Business Improvement District

GID: General Improvement District

URA: Urban Renewal Authority

DDA: Downtown Development Authority

Suffice it to say that the choice of the DDA for Glenwood Springs was a good one in that it encompasses many of the powers and responsibilities of the GID and BID and has a great deal more independence and long-term funding potential than the others.

As thoroughly reviewed in Section I., D., "Background, History, and Legal Authority" City Council implemented the necessary legal and practical mechanisms to begin the DDA:

"As a result of its research into these statutory provisions enabling the City to create a Downtown Development Authority, City Ordinance No. 21, Series 2000 was passed by Council on September 7, 2000 defining the boundaries of a proposed Authority and submitting the question of establishing the DDA to a vote.

On November 7, 2000 a majority of participating electors approved the establishment of the Downtown Development Authority.

On January 4, 2001, City Council passed Ordinance No. 44, Series of 2000 establishing the Board of Directors of the Downtown Development Authority and establishing its powers and duties.”

Section III: IMPLEMENTATION PLAN:
DDA GOALS, OBJECTIVES, AND PROJECTS

A. DDA BOARD MEMBERS, MISSION, AND GOALS

DDA Board of Directors:

The Glenwood Springs Downtown Development Authority Board consists of the following dedicated community volunteers:

<u>Members</u>	<u>Term Expires</u>	<u>DDA Eligibility</u>
Fred Truden, Chair	June 30, 2002	Lease holder, business mgr.*
Bob Zanella, V.Chair	Council Term	City Council Representative
Marianne Virgilli, Sec.	June 30, 2005	Corporate Officer*
Jean Martensen,	Council Term	City Council Representative
Judy Gillespie	June 30, 2005	Lease holder*
Doug Harr	June 30, 2002	Business Owner*
David Hauter	June 30, 2004	Business Owner*
Jock Jacober	June 30, 2005	Business Owner*
Ken Kranz	June 30, 2002	Corporate Officer*
Thane Lincicome	June 30, 2003	Property Owner*
Ken Melby	June 30, 2003	Property Owner*

*Respective businesses, lease-holdings, or properties are within the DDA boundaries.

Mission Statement:

The Downtown Development Authority (DDA) serves the Community of Glenwood Springs by implementing a proactive plan of balanced and directed development, incorporating social and economic diversity while emphasizing constructive transportation solutions. The DDA helps 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.

Goals of the DDA

Key goals

NOTE: Each Goal is detailed by Objectives in next Section.

1. ***Organization:*** *Establish a management organization to implement the DDA Plan of Development and coordinate collaboration with downtown groups.*
2. ***Character:*** *Sustain small town character.*
3. ***Transportation:*** *Resolve issues of transportation within the District in collaboration with city, state, and federal governments and the private sector.*
4. ***Economic Development:*** *Drive Economic Development in the District to maintain and strengthen its role as the center of the community and the region.*
5. ***Land Use:*** *Redevelop underutilized land in the heart of the DDA District including the Confluence area.*

Section III

B. DDA PROJECTS by GOALS AND OBJECTIVES:

1. ORGANIZATION, MANAGEMENT, and TIF

The current organizational level of the DDA is presented thoroughly in previous sections of this Plan of Development including Section I. D. "Legal Authority, Background and History," and in Section III. A., "The DDA Board, Mission, and Goals." Each of these sections should be considered in understanding this section as well.

Importantly, the Glenwood Springs Downtown Plan placed considerable emphasis on the importance on the formation of an organization to manage downtown and to implement the Downtown Plan. Two separate white papers were written on the subject and were cited in detail earlier in Section II, C. of this Plan of Development, "IMPLEMENTING THE DOWNTOWN PLAN THROUGH THE DDA." To emphasize again, as an adjunct to the Downtown Plan the detail contained in it and the white papers are considered to be a part of this document also.

DDA GOAL FOR ORGANIZATION AND MANAGEMENT:

The DDA Board will establish a management organization to implement the DDA Plan of Development and coordinate collaboration with downtown groups.

OBJECTIVES

1. Hire a full-time executive director and staff necessary to implement the DDA Plan of Development, to include the goals delineated herein.

[Organization – continued]

2. Foster cooperation and collaboration in the downtown community and coordinate partnerships with the District stakeholders: retail, professional and government groups, property owners and all agencies and organizations that plan and make decisions about the future of the District.
3. Implement and manage an economic development program, including business recruitment and structuring a balance of office and retail space.
4. Establish various funding mechanisms to sustain operations and projects.
5. Establish and execute special events, which will market a positive image of the District as a unified commercial area.
6. Be a resource and forum for District businesses

NOTE: The following, especially G., 1-4, is the critical section for approval of this Plan of Development and establishment of the TIF:

SOLUTIONS AND PROJECTS – ORGANIZATION AND MANAGEMENT

- A. Establish a Glenwood Springs Downtown Plan. COMPLETED.
- B. Through a vote of city electors, establish the legal basis for a Downtown Development Authority (DDA) and the ability to establish Tax Increment Financing. COMPLETED.
- C. City Council to enact Ordinance establishing the DDA. COMPLETED.
- D. City Council to appoint DDA Board of Directors. COMPLETED.
- E. DDA Board to adopt a Mission Statement, Goals and Objectives, Committee Structure, and By-laws. COMPLETED.
- F. DDA Board to hire a manager, DDA Director. COMPLETED.
- G. **Develop a funding stream using Tax Increment Financing through four required steps – directly below:**

[Organization - continued.]

1. **DDA Director will complete, and DDA Board will approve, a general Plan of Development as a supplement to the Glenwood Springs Downtown Plan. TARGET DATE: October 17, 2001.**
2. **Submit the Plan of Development to Glenwood Springs City Council requesting referral to Glenwood Springs Planning and Zoning Board (P&Z) for review and recommendation. TARGET DATE: October 18, 2001.**
3. **Plan of Development reviewed by Planning and Zoning, presentation by DDA Director, and request for P&Z positive recommendation to City Council. TARGET DATE: October 23, 2001.**
4. **Plan of Development along with Resolution establishing Tax Increment Financing (establishing baseline date of November 30, 2001) submitted to City Council for adoption. TARGET DATE: November 8, 2001.**

NOTE: The remainder of this section, while important, will required later action and is speculative as of this date.

- H. Recommend to City Council a revised operating budget for DDA based on projected revenues of TIF. TARGET DATE: December 31, 2001.
- I. If necessary, based on work with city staff, DDA will create an "indebtedness" of DDA to City Council for advance of operating revenues to DDA to be repaid from TIF revenues. TARGETDATE: January 1, 2002.
- J. Create and submit to City Council a plan for integration of the General Improvement District (GID), including revenues generated from mill levy, specific use taxes, and Fund Balance, into the DDA maintaining integrity of purpose and boundaries of GID. TARGET DATE: February 1, 2002.
- K. With increased operating revenues established either by I., above, or as a specific development Project approved by Council, DDA may through "RFP: contract with a firm or individual to develop a professional plan for developing the "confluence area and possibly including other areas of the district, refining this Plan of Development including financing options. TARGET DATE: March 1, 2002.
- L. DDA submits to City Council, and to P&Z for review, a more detailed Plan of Development for the "confluence area" including specific proposed projects and financing. TARGET DATE: June 1, 2002.

Section III – B. DDA PROJECTS by GOALS AND OBJECTIVES:

2. SMALL TOWN CHARACTER

This is obviously a lofty and comprehensive goal the DDA has adopted. Perhaps no other view of the future of Glenwood Springs is more widely held than that of maintaining its small town character. The Downtown Plan, activities of local governments, and, perhaps most importantly, the citizens of this community appear to insist that this is the thread that binds together all other efforts and activities such as healthy economic growth. While it may be overstating the case to say that this collective aspiration is the *raison d'être* of the DDA, no activities of the DDA can be considered without being measured against this standard. As a result, almost all of the activities proposed by this DDA Plan of Development reflect this intent. Therefore, this section should be rather succinct allowing the other activities described to be similarly measured against this standard.

DDA GOAL:

Sustain small town character.

OBJECTIVES

1. Advocate and facilitate mixed uses of housing, office and retail spaces throughout the DDA District.
2. Advocate and adhere to Design Guidelines standards throughout the DDA District. Act as a resource and forum for this information.
3. Advocate Historic Preservation District and its tenets. Act as a resource and forum for this information.
4. Preserve and enhance the pedestrian and biking circulation of the District.

[Small Town Character – continued]

EXAMPLES, SOLUTIONS AND PROJECTS:

SUSTAIN SMALL TOWN CHARACTER

1. This is an all-encompassing goal of the DDA and all other efforts and projects must compliment the listed objectives. Therefore, there are few specific projects that can be listed here that are not duplicative of other areas.
2. Ensure that development which is initiated, encouraged, or facilitated by the DDA enhances the pedestrian, historic architecture, amenities, and landscaping of a small town.
3. Develop a role as the prevailing quasi-governmental group with the most influential role in land use within the entire DDA district.
4. Support the Glenwood Historical Society through active representation by a DDA board member and by facilitating and supporting their efforts.
5. Organize a Grand Avenue historic façade renovation project through grant program in conjunction with Colorado Historical Society.
6. Offer financial incentives for building owners to participate in historic façade renovation.
7. Serve in an advisory capacity in implementing design guidelines.
8. Actively propose, finance, and build image-enhancing amenities in the downtown area.
9. Assist city in offering financial incentives for renovation vs. demolition.
10. Limit participation to projects which request tax increment assistance to only those which comply with design guidelines.
11. Actively advocate for a balance of height restrictions, which will both enhance downtown infill and preserve limits where necessary to promote small town character.
12. As appropriate, lead, support, and facilitate all efforts to reduce traffic on Grand Avenue, including efforts to build an alternative to state highway 82.

13. DDA amenities and additions in signage, rest and recreation areas will conform to generally accepted practices and design standards of historic preservation.
14. Add and maintain bike racks wherever feasible.
15. Initiate and actively assist other organizations in regularly-scheduled special events downtown that promote small town character.

Section III – B. PROJECTS by GOALS AND OBJECTIVES:

3. TRANSPORTATION AND PARKING

If maintaining small town character may be considered as the all-encompassing goal that ties together the Downtown Plan, this Plan of Development, and the wishes of our citizens, then Transportation and Parking is certainly where “the rubber hits the road.” Perhaps no other lament is heard so often from people who are invested in the quality of life downtown than “the traffic on Grand Avenue is just awful!” The DDA accepts as one of its underlying tenets in this area that the question is not merely one of the quantity of traffic, but perhaps more importantly, the problem is represented by the quality of the traffic – i.e. the continued presence of heavy, noisy truck traffic. In accepting the Preferred Scenario of the Downtown Plan, the DDA endeavors to find its role in solving this troublesome barrier to what our downtown can and should be. The DDA also accepts the charge of helping to implement the Downtown Plan through this Plan of Development by asserting itself as an authoritative and influential collaborator with the city in overcoming this obstruction to a healthy community future.

DDA GOAL:

Resolve issues of transportation within the District in collaboration with city, state, and federal governments and the private sector.

[Transportation and Parking – continued]

OBJECTIVES

1. Partner with the City to undertake a concerted effort to secure regional, state, federal and private funding in order to speed planning and construction for the relocation of Highway 82 to remove through truck and auto traffic from Grand Avenue.
2. Assist planning for mass transit throughout the two rivers region, to include a major transit station in the confluence Business Park.
3. Partner in planning 8th Street extension to Midland Avenue.
4. Facilitate special taxing authorities to generate funds to build two parking structures in two locations central to the District: one on the north side of the Colorado River and one on the south side.

EXAMPLES, SOLUTIONS AND PROJECTS: TRANSPORTATION AND PARKING

1. In keeping with the expressed desire of the Colorado Department of Transportation to be assured of community consensus before planning for a relocation of Highway 82, the DDA will undertake a thorough survey of downtown property owners, business owners and operators to determine if consensus exists for this change.
2. Actively support the efforts of the City of Glenwood Springs in a lobbying effort to secure state and federal funds to speed the planning and construction to relocate Highway 82.
3. Become an active and vocal partner in planning the 8th Street extension to Midland Avenue
4. Pursue construction of parking structures as a major undertaking of the DDA including, where and when feasible, participation in or bond financing of structures.
5. Uphold modern urban design concepts of mixed-use parking structures including retail and office space on street levels.
6. Encourage and actively solicit local private-public partnerships to increase the availability of parking.

7. Actively partner with the city's Traffic Demand Management efforts including providing support for and participation with staff dedicated to this purpose.
8. Organize downtown retail, office businesses, and governments into compliance with and enforcement of parking regulations to rid main traffic routes of long-term parking.
9. Improve pedestrian atmosphere by partnering with or sole financing and construction of improvements and extensions to pedestrian passages.
10. Facilitate either a formal partnership with or incorporation of the General Improvement District (GID) to increase the efficiency of parking improvement efforts.
11. Incorporate local design standards into parking areas including adding landscaping to existing as well as new parking lots and structures.
12. Add improvements to walkways adjacent to existing and new parking lots and structures to improve aesthetics.
13. Plan, design, and construct pedestrian connections between various sectors of downtown, or partner with other entities to do so.
14. Encourage and actively participate in development and re-development to achieve a streetscape that is intimate in scale.
15. Issue bonds, with council approval, where necessary to accomplish any of the above.

Section III – B. PROJECTS by GOALS AND OBJECTIVES:

4. ECONOMIC DEVELOPMENT AND BUSINESS ASSISTANCE

The Downtown Plan as approved included a specific recommendation and goal of creating a Business Improvement District (BID). That recommendation is supported by two separate white papers, and the expansion of that recommendation into forming a Downtown Development Authority (DDA) is detailed and discussed at length earlier in this document. (Section C., “Implementing the Downtown Plan through the DDA,” page 14 ff). The expansion of the BID recommendation into the formation of a Downtown Development Authority is quite significant as embodied by the scope of this DDA Plan of Development. As much as “Sustaining Small Town Character” is a thread that runs throughout all the goals and objectives of the DDA, and as much as “Transportation and Parking” represents perhaps the most significant barrier to be overcome, the DDA’s commitment to “Economic Development and Business Assistance” may represent the heart of what a DDA is all about. Traditional downtown lies at the heart physically and symbolically of the DDAs efforts. While the scope of the DDA over its long life expectancy may be great, the success of old downtown as the commercial, tourism, and entertainment center of Glenwood Springs may be considered by many as the clearest barometer of the DDA’s success.

DDA GOAL:

Drive Economic Development in the District to maintain and strengthen its role as the center of the community and the region.

[Economic Development – continued]

OBJECTIVES

1. Strengthen the District's role as the center of the community and region with oversight of an appropriate mix of uses: retail/entertainment spaces, office/professional/government offices, housing and tourist activities.
2. Fulfill the broadest market potential of the District's regional function while accommodating additional office development in appropriate locations.
3. Fulfill the broadest market potential of the District's regional function while accommodating additional office development in appropriate locations.
4. Pursue strong business recruitment efforts especially for retail and entertainment uses that appeal to tourists and residents.
5. Recruit and encourage office/commercial/housing development on Cooper, Colorado, Sixth Street and the confluence Business Park as it develops.
6. Work closely with merchants, lodging establishments and the GSCRA to promote the District as a destination along with our Heritage areas.

EXAMPLES, SOLUTIONS AND PROJECTS:

ECONOMIC DEVELOPMENT AND BUSINESS ASISTANCE

NOTE: There are two distinct levels of these activities – “macro” vs. “micro” OR larger, external issues of economic development activities vs. local, internal efforts to strengthen the traditional downtown commercial core. These are presented here with the more local, internal issues considered first.

1. In all activities listed below, the DDA will reach out to the area north of the river and west along 6th Street to incorporate it along with the Hot Springs Pool and the new Glenwood Caverns to further incorporate these into the traditional heart of downtown.

[Economic Development – continued]

2. Create a political voice as advocates for the interests of downtown businesses, property owners, and tenants.
3. Revitalize and strengthen voluntary downtown business efforts and management by providing financial, organization, and DDA staff support to traditional efforts.
4. Create a coalition of key business people and property owners as an ad hoc committee to the DDA to provide creativity, energy, and drive to efforts in this area.
5. Formally survey downtown businesses, property owners, and residents to organize and prioritize their needs, goals, problems and proposed solutions.
6. Conduct a first, and continue annually (or more often), a “downtown social” between business people and property owners and the DDA to begin and continue communication and knowledge of one another and shared priorities.
7. Create a newsletter for downtown.
8. Create a handout brochure/map of downtown business and have updated regularly and available to the public in boxes attached to signage and kiosks.
9. Improve or replace existing kiosks to fit better with design ideals and provide greatly expanded information with brochures, maps of downtown, and maps of walking and bike tours and points of interest.
10. Improve and dramatize the appeal of signage and banners, both for directions to attractions and for attracting people to different parts of downtown (such as south beyond 8th Street, Cooper Avenue downtown, and points west and east such as the Denver Hotel Area).
11. Organize regular dates within each year for special retail events such as sidewalk sales.
12. Conduct regular special events downtown, from four to six per year, such as Oktoberfest, St. Patrick’s Day, and Doc Hollidays.
13. Plan, design, and construct aesthetic, landscape, and pedestrian/customer improvements.
14. Provide financial incentives and matching grants using DDA funds in conjunction with additional funds from the Colorado Historical Society to create a Grand Avenue historic façade renovation project.

[Economic Development – continued]

15. Create a loan program to assist owner-operators of businesses in purchasing their buildings from landlords.
16. Create a rental assistance or tax-relief for retail or other business tenants needed downtown.
17. Serve as an advocate, mediator, and problem solver for retail and entertainment facilities to maintain a presence on the street level in the heart of town.
18. Support and encourage continued diversity among retail/entertainment, office and tourist uses.
19. Partner with the Chamber Resort Association to continue to promote Glenwood Springs as a destination.
20. Conduct market studies and analyses from time to time as to the health and needs of the commercial center of downtown.
21. Actively recruit niche business in retail, entertainment, and uses appealing to tourists.
22. Coordinate all efforts in Transportation and Parking and Land Use to compliment traditional downtown as the heart of Glenwood Springs.

Section III – B. PROJECTS BY GOALS AND OBJECTIVES

5. LAND USE

The Downtown Plan as the cornerstone and foundation of this Plan of Development is recognized for the scope of its vision in Land Use. If “one’s reach should exceed one’s grasp,” the DDA accepts that challenge by accepting the long-term scope and vision of the Downtown Plan while riveting its continued attention to maintaining, enhancing and improving the land use of the existing core. Already in progress are significant steps to expanding the land available to improve and expand the heart of town. Chief among these are ground breaking for the new city hall and the imminent relocation of the Maintenance Operations Center (MOC) and destruction of the buildings freeing up space for higher and better uses that contribute to the vision of the Downtown Plan and this Plan of Development. With the potential for land exchanges and agreements to narrow the Union Pacific railroad wye, access to the valued “confluence area” may soon become a reality. Embracing those opportunities and synthesizing them with traditional needs and problems, private interests, and most of all the recommendations of the Downtown Plan and this DDA Plan of Development could be the greatest challenge to the DDA.

DDA GOAL:

*Redevelop underutilized land in the heart of the DDA District
including the Confluence area.*

[Land Use – continued]

OBJECTIVES

1. Facilitate the redevelopment and improvement of the western gateway to the District while implementing Highway 82 alternate route. Continue to create and promote physical and visual connections to the two rivers as a recreational and tourist attraction.
2. Work actively to redevelop underutilized land in the heart of the District to create a dense business core and sustain identity as a small town with a pedestrian friendly atmosphere.
3. Encourage and implement the economic restructuring of Sixth Street while discouraging auto-oriented uses and national chains.
4. Work with the City, Forest Service and County to retain existing office functions within the District and assist with the relocation of shop and non-office functions.
5. Partner with the City government in creating zoning incentives for new housing above commercial uses in selected locations.

EXAMPLES, SOLUTIONS AND PROJECTS: LAND USE

1. Use TIF financing, if needed through financing and RFP and retaining consultants, to lead or contribute to thorough planning of the confluence area, assuring an integration to traditional downtown and the proposed Glenwood Meadows development.
2. Contribute to the Planning and Zoning and City Council processes to influence the proposed Glenwood Meadows project as an integrated link to downtown.
3. Lead or facilitate to develop a joint public-private partnership in developing a performing arts venue with conference/hotel uses.
4. In all cases adhere to the other goals of the DDA including sustaining small town character, following design standards, implementing transportation, traffic, and parking solutions, and assisting businesses.
5. Promote, encourage, and facilitate adherence to design guidelines.

[Land Use – continued]

6. Provide advocacy, leadership, and partnership for current opportunities in land use including the MOC and confluence.
7. As developer and partner adhere to modern standards of urban infill to maximize efficiency and diversity (mixed use).
8. Provide financial or other incentives to maintain the presence of retail, entertainment, and tourist-based uses in the downtown core.
9. Protect historic buildings through incentives and regulations and assure complimentary design and usage with new development or re-development.
10. Create incentives or regulations to clean up alleys including covering/relocation of utility boxes and services, painting/cleaning or rear facades. New construction required to have some architectural treatment of rear facades and rear shop entrances.
11. Assist private developers through financial partnerships or advocacy for redesign, re-development of 6th Street west of Grand Avenue.
12. Partner with significant land owners such as the Hot Springs Pool for the area north of the Colorado River toward providing mixed use or other use preferred by the private owner-developer that compliments the Downtown Plan and this Plan of Development, including possible financial partnership, government advocacy, or other trade-offs.
13. Integrate the confluence into the heart of town with DDA as partners with the city, sub-contractors, or partial owners to develop this area.

Section IV: FINANCING METHOD: TAX INCREMENT FINANCING

The Glenwood Springs Downtown Development Authority specifically proposes through this Plan of Development that Tax Increment Financing (TIF) will be used to finance DDA development projects and, if necessary, for operating and administrative costs. (The particular procedures for approving TIF for operating expenses are noted later within the discussion beginning here.)

Executive Summary of TIF

1. Tax Increment Financing (TIF) is a statutorily created method to finance projects of a Downtown Development Authority (DDA).
2. TIF is not a new tax or increase to any existing tax.
3. All aspects of TIF apply only within the limited boundaries of a DDA (as defined by City Council which created the DDA as authorized by a vote of the people).
4. TIF generates revenue only as growth occurs to existing taxes – both sales and property taxes – within DDA boundaries. That growth is the “Increment” in TIF.
5. The growth, or “increment,” is established by setting a baseline date of current taxes collected.
6. City Councils establish the baseline date and TIF when the DDA’s Plan of Development is accepted by City Council Resolution. THE COUNCIL’S ENACTMENT OF THE PLAN OF DEVELOPMENT WITH TIF REQUIRES THE COUNTY ASSESSOR TO ESTABLISH A BASELINE VALUATION OF THE TIF AND REQUIRES WHOEVER COLLECTS SALES TAXES FOR GLENNWOOD SPRINGS TO CALCULATE THE SALES TAXBASE FOR BUSINESSES IN THE TIF AREA BASED ON PRIOR 12 MONTHS.
7. On the date the baseline is established, the sales tax baseline is the total amount collected in the twelve prior months; for property taxes, the baseline is the ASSESSED VALUATION OF ALL REAL PROPERTY IN THE TIF AREA AS OF THE PRIOR FINAL CERTIFICATION OF THE COUNTY ASSESSOR.

8. Beyond those amounts, as tax collections grow, the DDA has available to it:
 - a. A percentage of the sales tax growth, as negotiated with City Council.
 - b. All growth in property taxes FROM NEW CONSTRUCTION within the limited boundaries of the DDA. (Existing property taxes at the baseline level continue to go to their original purposes.) INCREASED PROPERTY VALUES CAUSED BY REASSESSMENT EVERY TWO YEARS IS SPLIT BETWEEN THE DDA AND OTHER TAXING JURISDICTIONS WITH THE DDA GETTING THE PERCENTAGE OF REASSESSMENT GROWTH CALCULATED BY DIVIDING THE CURRENT INCREMENT VALUATION/TIF BASELINE VALUATION.
9. Any school district within the boundaries of the DDA "shall be permitted to participate in an advisory capacity," related to the Plan of Development.
10. On November 15, 2001, the Glenwood Springs DDA will ask City Council for its final approval of the DDA Plan of Development and the establishment of TIF. The local school district has received a copy of the proposed Plan and its comments are solicited in an advisory role. As a courtesy and for their information, other taxing jurisdictions whose boundaries overlap with DDA and TIF are also being provided copies of the Plan and this Executive Summary of TIF.

Detailed Explanation of TAX INCREMENT FINANCING – “TIF”:

Although state law enables a municipality to enact a property tax mill levy or a sales tax rate increase after a vote of the qualified electors, the Glenwood Springs City Council decided not to ask the voters to simultaneously approve any property or sales tax rate increases when establishing the DDA (although this can still be done later). Instead, it was decided that the Glenwood Springs Downtown Development Authority would most likely rely for its funding on a mechanism called Tax Increment Financing (TIF), allowed under Section 31-25-807 (3), Colorado Revised Statutes.

Formally, the DDA may specifically propose implementation of TIF through its Plan of Development, which the present document does. Tax increment financing generates revenues from growth above a base year amount of both property and sales taxes within the district, i.e. DDA boundaries. State law also allows for the DDA to receive 100% of property tax growth within the district and a percentage of the sales tax increment to be negotiated with the municipality. This reallocation is limited for a certain time period, not to exceed 25 years. While this time period may seem long, this time commitment is intended to allow the DDA to issue bonds, if approved by City Council and the voters, for large projects such as a parking structure or other infrastructure or major projects. Part of the theory behind Tax Increment Financing is that in the long run the DDA may spur new infill development that would not otherwise occur without the incentives, improvements, and assistance that the DDA can provide, and thus the DDA reaps some of the increased revenues to reinvest in the downtown core.

Additionally, new development outside the core or original DDA boundaries may be annexed into the DDA district through petition of the property owner and approval of City Council. This is a key concept enabling the DDA to invest the funds generated from new development into the downtown core so that the new development enhances rather than detracts from the downtown core - a remarkably stabilizing public policy balance to an irksome old problem.

For example, if a new \$9,000,000 hotel and conference center were constructed, the significant annual property taxes generated from this development would go to the DDA. The DDA, however, could then use these funds to build public facilities or provide development assistance. If public facilities are built, it is anticipated that these facilities make for a better city and central business district to support the new development. In the long run, all taxing jurisdictions benefit by increased valuations of all properties in the DDA and by the eventual end of the DDA at which time all the property taxes of the new developments and a stronger city would start going to the various taxing jurisdictions. As new development or redevelopment occurs, general property values in the area should increase as property is reassessed. After its initial valuation, future increased value from reassessed property remains to the benefit of the various taxing jurisdictions.

The DDA is recommending to the Planning Commission and City Council that the term of any tax increment financing period be twenty-five years after the effective date of the City Council's approval of this Plan of Development. The DDA further recommends, as part of this Plan of Development, that the tax increment will consist of both the increase in incremental property taxes and 50% of the incremental sales taxes generated within the current DDA boundaries over and above the base year during the twenty-five year period. The base year represents total sales taxes collected

during the twelve-month period immediately prior to the month in which City Council adopts the Plan of Development

The DDA Board believes that the City of Glenwood Springs should contribute the sales tax growth (the "increment") to the Downtown Development Authority for several reasons. First, sales tax increment will be the first increment funds that the DDA could receive and will probably be larger than expectedly small property tax increment funds for the first several years. The reason is that property tax increment funds are generated only from re-valuation or new development within the district that will also be gradual, whereas sales tax increment can be generated by a growth in sales taxes from existing development. Second, by including 100% of the sales tax increment within the district, the city is demonstrating that it is a partner in financing the DDA and is not merely taking property tax revenue within the DDA district from other taxing jurisdictions to finance the DDA operations. Third, a Colorado Municipal League (CML) survey in September 1993 found that, of the 18 Colorado cities, which use tax increment financing, only three cities used only the property tax for tax increment purposes. The CML survey cited this propensity to use a sales tax increment as an important reason why tax increment financing was not opposed by the other taxing jurisdictions in all but one case.

When feasible during the twenty-five year term of the Downtown Development Authority's tax increment program, the DDA Board will recommend the issuance of tax increment bonds or other indebtedness in order to pay for large capital construction projects.

When a significant private development project occurs within the DDA district, a potential windfall of property taxes may accrue to the DDA due to the property tax increment law. As a

method to soften the impact on other taxing jurisdictions whose boundaries overlap the DDA district, the DDA hereby expresses its willingness to consider requests to share these revenues with other taxing jurisdictions and use the latitude within state law either to directly finance projects that may benefit the other taxing jurisdictions or to consider releasing some property tax increment funds to the other taxing jurisdictions. Therefore, the DDA Board will consider annually, during its budget deliberations, whether or not it will budget to release property tax increment funds to the other taxing jurisdictions.

It is anticipated that, because property tax increment funds grow slowly at first, there may not be property tax increment releases to other districts in the initial years, but as funds grow, the possibility of a release to these districts also increase.

Possible Use of increment financing for operating or administrative costs of DDA:

Although the DDA statute is clearly written to be "liberally interpreted," (and this view is confirmed by the Glenwood Springs legal authority, the city attorney) it may be argued that tax increment revenues may be used only for "development projects" and not DDA operating or administrative expenses. Those functions are generally thought to be appropriately financed through a DDA mill levy (which would first go to voters), donations, or "indebtedness." To date the City of Glenwood Springs has allocated General Fund dollars to finance DDA operations (with some consideration that GID revenues are also part of the DDA revenue equation).

In limiting tax increment funds to "development projects" and not operating or administrative costs, however, consider definition of a "Development Project" in C.R.S. 31-25-802:

"undertakings and activities of an authority or municipality as authorized in this part 8 in a plan of development area for the development or redevelopment of said area in accordance with a plan of development." [Emphasis added.]

Therefore, it may also be argued that the DDA may use tax increment funds to finance the operating or administrative costs of the DDA as long as they are consistent with the accomplishment of objectives within the DDA's Plan of Development with the following additional provision:

To further and more clearly comply with the statute, it is anticipated that the City of Glenwood Springs and the DDA could enter into an Intergovernmental Agreement for administrative services, which will create an indebtedness of the DDA to the City until repaid by tax increment funds. That "indebtedness" is the key to allowing such use of tax increment funds. Note, however, that so long as the City is willing to finance the operations and administrative costs of the DDA, especially considering that the DDA has not requested a new mill levy for these purposes, then maintaining the tax increment funds for the more narrow definition of "development projects" obviously leaves more money for the DDA to produce sound development projects to benefit its district.

For now and for purposes of this DDA Plan of Development, it is important simply to place in the record the possibility of using tax increment funds at some point for operating or administrative costs of the DDA, so that such consideration may take place whenever necessary because it has already been accepted as part of the DDA Plan of Development. Immediately, however, it is not necessary to place such use in the proposed City Council Resolution to establish TIF. That decision is left to the city's legal authority, the City Attorney.

IV. Ordinance

RESOLUTION NO. 5

Series of 2021

**A RESOLUTION OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, ADOPTING AN UPDATE TO THE DOWNTOWN PLAN OF
DEVELOPMENT OF THE GLENWOOD SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY.**

WHEREAS, by Ordinance No. 44, Series 2000, and pursuant to C.R.S. §31-25-800, et seq., City Council established the powers, duties, board size and administration of the Downtown Development Authority; and

WHEREAS, Ordinance No. 44, Series 2000 granted the downtown Development Authority any and all powers and duties specified in Sections 31-25-807 and 31-25-808 of the Colorado Revised Statutes not inconsistent with other provisions of Ordinance No. 44, Series of 2000; and

WHEREAS, by Ordinance No. 19, Series of 2020, City Council re-established the powers of the Downtown Development Authority as all powers and duties specified in Sections 31-25-807 and 31-25-803 of the Colorado Revised Statutes; and

WHEREAS, the Downtown Development Authority's powers include the power to draft and adopt a downtown plan to govern development, improvements and growth within its governing area, with such plan to be confirmed by the City Council;

WHEREAS, by Resolution No. 2002-3, City Council approved the Plan of Development for the Downtown Development Authority dated October 18, 2001, and revised November 15, 2001 (the "Plan of Development"), including provisions for tax increment financing ("TIF"); and

WHEREAS, since 2002, the area subject to the Downtown Development Authority and the City of Glenwood Springs in general, has undergone substantial changes and improvements; and

WHEREAS, the Downtown Development Authority has worked with Downtown Colorado, Inc., City of Glenwood Springs Staff, the Glenwood Springs Chamber Resort Association, various City Commissions and members of the public, to update the Plan of Development to reflect the advances and changes in the Glenwood Springs downtown area over the last 20 years, to align the Plan with the City of Glenwood Springs' plans and policies that have been adopted and implemented since 2001, to refresh the mission statement and outline desired outcomes in the downtown area, to suggest sample strategies for future action within the downtown area, and to create a strong policy foundation to be used to develop action plans for resource allocations by the Downtown Development Authority and the City of Glenwood Springs, with such document being titled the City of Glenwood Springs Downtown Development Authority 2020 Plan Update ("DDA 2020 Plan Update"); and

WHEREAS, the DDA 2020 Plan Update does not change or withdraw the TIF and in fact confirms the same as originally adopted in the City of Glenwood Springs Resolution No. 2002-3; and

WHEREAS, the Glenwood Springs Planning and Zoning Commission reviewed the DDA 2020 Update at its January 26, 2021 regular meeting, in accordance with Section 31-25-807(4)(b) and submitted its recommendation of approval thereof to the City Council; and

WHEREAS, Section 31-25-807(4)(c) of the Colorado Revised Statutes requires any substantial modification of an approved downtown plan of development to be approved by the City Council; and

WHEREAS, the City Council determines it is in the best interest of the City to approve the City of Glenwood Springs Downtown Development Authority 2020 Plan of Development Update and confirm the TIF as originally approved by Resolution 2002-3.

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

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

Section 2. The City of Glenwood Springs Downtown Development Authority 2020 Plan of Development Update is hereby approved, a copy of the same being attached to this Resolution. To the extent this document conflicts with any provisions of the Plan of Development, this DDA 2020 Plan Update shall control.

Section 3. The TIF established by Resolution 2002-3 is hereby confirmed.

INTRODUCED, READ AND ADOPTED THIS 4th DAY OF MARCH, 2021.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
March 4, 2021

Agenda Item: Correspondence Incoming/Outgoing

Action Requested: None

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: The Financial Advisory Board is suggesting the roughly \$28,000 amount collected from the Tobacco Tax above the TABOR limit be rebated by supporting tobacco cessation in some capacity. Memo is attached.

Issues:

Staff Recommendation:

MEMORANDUM

TO: Glenwood Springs City Council
FROM: Financial Advisory Board
DATE: March 4, 2021
SUBJECT: **Tobacco Tax Rebate**



The Financial Advisory Board would like to offer a recommendation to Council that the amount collected for the Tobacco Tax in 2020 that was over the TABOR question, approximately \$28,000, be rebated back to the community in an effort to promote tobacco use cessation. One idea may be to offer nicotine patches free of charge.

Sincerely,

Financial Advisory Board