



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
APRIL 7, 2022
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.

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to ryan.muse@cogs.us.
Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

MORNING WORK SESSION

8:30	1. Agenda Review	Information/Discussion
8:45	2. Affordable Housing Presentation	Information/Discussion
9:30	3. Electric Rates Discussion, Electric Board Procedures Review and Offsite Line Extension Fees Review (Possibility to Last Longer)	Information/Discussion

WORK SESSION

4:30	4. Planning and Zoning Commission Interview	Information/Discussion
4:40	5. Franchising Trash, Recycling and Compost in Glenwood Springs	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

When: Apr 7, 2022 06:15 PM Mountain Time (US and Canada)

Topic: 2022/04/07 Regular Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84529746816>

Or One tap mobile :

US: +12532158782,,84529746816# or +13462487799,,84529746816#

Or Telephone:

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

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

Webinar ID: 845 2974 6816

International numbers available: <https://us02web.zoom.us/j/84529746816>

REGULAR SESSION

6:15	6. Roll Call	
	7. Pledge of Allegiance	
	8. Agenda Changes & Conflicts	
6:20	9. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
6:30	10. Council Comments	
6:40	11. Proclamation on Parkinsons	Presentation
6:45	12. Proclamation on Child Abuse Awareness Month	Presentation
6:50	13. Consent Agenda	Discussion and/or Action
	A. March 3, 2022 Council Minutes	
	B. March 17, 2022 Council Minutes	

- C. Memorandum of Understanding between the Colorado Energy Office and the City of Glenwood Springs
- D. Intergovernmental Agreement for Mosquito Control
- E. Award RFP 2022-02P Retaining Wall to Johnson Construction Inc.
- F. Award RFP 2022-04P Waste Water Plant Blowers to Barnard Structures
- G. Ordinance 2022-05; Amending Sections in Title 090 Public Lands, Second Reading
- H. Letter of Support for the Multimodal Options for a Vibrant Equitable (MOVE) Western Slope for United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (US DOT RAISE) Grant Funding
- I. Letter of Support for Senate Bill 22-180 Concerning Programs to Reduce Level Ozone Through Increased Use of Transit
- J. Resolution 2022-15 Wireless Application Fees
- K. Resolution 2022-16; Appoint a Permanent Designated Election Official

ACTIONS AND/OR PRESENTATIONS

6:50	14. Planning and Zoning Commission Appointments	Discussion and/or Action
6:55	15. Financial Advisory Board Appointment	Discussion and/or Action
7:00	16. Street Dedication Policy	Discussion and/or Action
7:10	17. Use of Parking Garage by Farmer's Market	Discussion and/or Action
7:30	18. Department of Natural Resources Presentation on the South Canyon Project	Discussion and/or Action
7:45	19. Sopris View Project Update and Trail System	Discussion and/or Action
8:05	20. 7 Party Memorandum of Understanding Regarding Garfield County Senior Programs	Discussion and/or Action
8:15	21. Inflation Update and Employee Retention	Discussion and/or Action
8:45	22. Ordinance 2022-13; Amending Municipal Court Provisions (FIRST READING)	Discussion and/or Action
8:50	23. Ordinance 2022-14; Financing of the Electric Operation Center	Discussion and/or Action
9:05	24. Report from City Administration	
	A. City Manager	
	B. City Attorney	
	C. Correspondence Incoming/Outgoing	
	25. Adjournment	

Work Session/Agenda Planning through April of 2023

City Council Meeting	Work Session Item	Agenda Item
April 7, 2022 (Starts at 8:30 AM)	Electric Rates (1.5 hours in the morning) Affordable Housing Discussion (Afternoon) Planning & Zoning Commission Interview (afternoon) Franchise Management for Trash and Recycling (45 minutes -afternoon)	Sopris View Options for Minutes
April 21, 2022 (Passover is 4/15-4/23 – Mayor Holiday)	Airport Commission Housing Commission/RFQ Results for Affordable Housing Project Vehicular traffic optimization BRT/Local Bus Optimization (MOVE Study)	Code Enforcement Philosophy
May 5, 2022 (Starts at 8:30 AM)	Water Use Reduction Solutions/Incentives (Morning Session) Street Trees (Morning Session) Arts and Culture Board (45 Minutes) South Canyon RFP/Parks and Rec (45 Minutes)	Ad Hoc Committee for Affordable Housing Recommendation Direction on Housing Commission/RFQ Results for Affordable Housing Project Buddy Program Presentation
May 19, 2022	Planning and Zoning Commission Long Term Cemetery Planning Downtown Design Standards and Retail Uses	

June 2, 2022 (Starts at 8:30 AM)	Historic Preservation Commission Financial Advisory Board	
June 16, 2022	Parks and Rec Board and Commission RFTA Construction Fill opportunities- Drive-In Theater, Outdoor Amphitheater, Sledding Hill	BRT/local bus optimization (MOVE STUDY) Decision
July 7, 2022 (Starts at 8:30 AM)	Transportation Commission BRT/local bus optimization (MOVE STUDY) (45 Minutes)	
July 21, 2022	RICD Project Confluence (Confluence Park) Downtown Development Authority	
August 4, 2022 (Starts at 8:30 AM)	Budget Only	
August 18, 2022	Budget Only	
September 1, 2022 (Starts at 8:30 AM)	Budget Only	
September 15, 2022	Budget Only	
October 6, 2022 (Starts at 8:30 AM)		Budget Hearing
October 20, 2022	Climate Plan Discussion	Budget Approval

November 3, 2022 (Starts at 8:30 AM)		
BOCC Joint Meeting		
November 17, 2022		
December 1, 2022 (Starts at 8:30 AM)	Housing Commission	
December 15, 2022		
January 5, 2023 (Starts at 8:30 AM)	Planning Commission	Comp Plan Adoption
January 19, 2023		
February 2, 2023 (Starts at 8:30 AM)	Arts and Culture Board	
February 16, 2023		
March 2, 2023 (Starts at 8:30 AM)	Financial Advisory Board	
March 16, 2023		
April 6, 2023 (Starts at 8:30 AM)	Airport Commission Vale Board	

Items to Schedule:

BRT- Adoption of Both Preferred Alternatives or a Single Alternative

Traffic Report and Recommendations * Includes recommendation to go to North - South couplet on 8th and 9th

Glenwood Springs Association of Realtors (Housing)

Work session on land fill expansion

Council Compensation

Dog Leash Enforcement

Lone Pine Property

Encampment Cleanup/Solutions Transient

Impacts to downtown/solutions

North Landing

Special Events

Art Center/Performing Arts Center

Fire Mitigation Strategies

Cardiff Schoolhouse Future

Sayre Park Future Phases



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Affordable Housing Presentation
Action Requested:	NA
Department:	Economic and Community Development
Presented By:	Hannah Klausman
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development
Background Info:	Kathryn Grosscup from the Colorado Housing and Finance Authority will present affordable housing strategies. Community Builders Executive Director Clark Anderson will also present. The presentation will be walked on. This is meant to be educational only ahead of the affordable housing Request for Proposal (RFP) being evaluated by City Council at the second meeting in April.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Electric Rates Discussion, Electric Board Procedures Review and Offsite Line Extension Fees Review (Possibility to Last Longer)

Action Requested: Direction on Electric Rates and Line Extension Fees

Department: Public Works

Presented By: Matthew Langhorst, Karl Hanlon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: The City of Glenwood Springs owns and operates its own electric system for the benefit of the city and its residents. Over the last 5 years, the city has not raised electricity rates, even with the increased costs of wind power over conventional power, increases in transmission costs and a long list of completed and costly capital improvement projects that have been completed to make the system more resilient and modern. In 2020, the city went out to RFP to choose a consultant to help with updating our electric rate structure and pricing. MEAN, our whole sale power provider, was chosen to complete this rate study process and staff has been working with MEAN since 2021 on the study. The study has moved along slowly due to staff not wanting to increase water/sewer rates and electricity rates within a year of each other and the electric fund was in a better situation to handle this delay.

Currently MEAN and City staff have completed the financial review of the Electric Department along with future planning for capital and employee needs and have provided the two attached proforma's recommending a 4.5% or 5.2% rate increase for the next 2 years and then reevaluate the proposed rates after that time. If the rates do not need to be increased the 4.5% or 5.2% the following years, staff and MEAN would still recommend a CPI or inflation-based rate increase to keep up with the financial market changes. MEAN has built in a large transmission rate increase over the next 4.5 years due to the potential of the XCEL power pathway project being approved that will almost double our current transmission rates. Thus, the large projected increases for the full 4.5 years per the proforma. If this pathway project does not come to fruition or it does on a smaller scale, then staff and MEAN will reevaluate the impact and bring that information back to the Electric Board and Council.

The MEAN board also approved a 6% increase in fees in January of 2022. This increase was on the M rate, not the wind rate, but a small 1.16% increase to the wind rate was also included in the approvals. Overall, there was only a small impact on our current whole sale purchase rate for 2022 that needed to be accounted for, but with wind curtailments increasing across the country, MEAN staff have added a power purchase price escalator to our base rate for the next 4.5 years also.

Other items to note within the rate study is a projection of a 3.5% increase in operational expenses per year, a 3.5% increase due to general inflation each year, the construction of the new Electric Operations Center (EOC), completion of the Cardnell Substation, and a set cash reserve policy target amount. Andrew from MEAN will review both proforma at the meeting with Council.

The City Attorney will be presenting information on the Electric Board, its duties, regulations and procedures. The memo for this will be provided to you early next week.

The City of Glenwood Springs has a Line Extension Policy that allows the Electric Department to charge for any offsite improvements that may be needed due to a development or project coming onsite and requiring power. This fee is not set up like the parks, fire, water or sewer fees are, but has been more of a case by case cost associated with the project at hand. What we have found with this process is

that the fees are not covering major capital improvement projects such as substations, reclosure upgrades, large pole replacement projects, but they only cover the immediate system impacts such as wire sizing or transformer sizing needs. Staff will be proposing to council at this meeting a way to standardize this fee so that it is more uniform like the other improvement fees we have within the code. This fee would end up being housed within the Engineering Standards along with the Line Extension Policy.

Issues:

None at this time.

Fiscal Impact:

This fee would help the financial burden placed on the rate payers by spreading out the improvement costs to the developments that are requiring those improvements.

Legal Review:

Legal Council will be presenting at this work session.

Staff Recommendation:

Staff will go over rate recommendations at the work session.

2022 Cost of Service / Rate Design Study

Preliminary 2/9/22

	FYE December		2019	2020	2021	2022	2023	2024	2025	2026
a	Sales Growth Base Load				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
b	Operation Expense Inflation (less Power Costs)		1.2%	-10.0%	-13.1%	4.8%	3.5%	3.5%	3.5%	3.5%
c	General Inflation						3.5%	3.5%	3.5%	3.5%
d	Interest Rate on Cash Balances		1.3%	0.8%	0.2%	1.2%	1.2%	1.2%	1.2%	1.2%
e	Purchase Power Adjustments		-1.4%	0.5%	-2.7%	2.2%	2.7%	4.6%	5.8%	5.8%
f	Base Rate Adjustments		0.0%	0.0%	0.0%	4.5%	4.5%	4.5%	4.5%	4.5%
g	Effective Date					Jun 1, 2022	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
	FYE December		2019	2020	2021	2022	2023	2024	2025	2026
	Revenues									
1	Retail Sales Electricity		14,298,828	13,973,835	14,700,000	15,085,875	16,052,768	16,775,142	17,530,023	18,318,874
2	Other Operating Rev		464,281	30,533	48,459	31,900	33,017	34,172	35,368	36,606
3	Broadband (removed from electric fund 2021)		664,357	637,464	-	-	-	-	-	-
4	Total Revenues		15,427,466	14,641,832	14,748,459	15,117,775	16,085,784	16,809,314	17,565,392	18,355,480
	Expenses									
6	Power Purchased		10,000,283	9,812,867	9,881,942	10,102,293	10,378,935	10,856,028	11,487,169	12,151,804
7	Administration		885,630	878,381	969,028	892,239	923,467	955,789	989,241	1,023,865
8	Customer Accounts		1,003,073	546,515	576,886	612,731	634,177	656,373	679,346	703,123
9	Maintenance & Distribution		1,061,403	855,281	1,275,988	1,452,382	1,503,215	1,555,828	1,610,282	1,666,642
10	Broadband (excluding capital outlay)		659,521	966,822	-	302	-	-	-	-
11	Total O&M		13,609,910	13,059,866	12,703,843	13,059,947	13,439,794	14,024,018	14,766,038	15,545,434
12	Depreciation		1,351,373	1,300,584	997,000	1,027,794	1,197,494	1,367,544	1,388,256	1,409,693
13	Nonreciprocal Interfund Activity to GF	3.4%	478,842	493,207	503,071	513,132	523,395	533,863	544,540	555,431
14	Interfund Franchise Fee to GF	3.4%	478,842	493,207	503,071	513,132	523,395	533,863	544,540	555,431
15	Interest Income		(72,109)	(47,355)	(5,907)	(50,000)	(38,039)	(45,980)	(55,238)	(64,306)
16	Total Electric Expense		15,846,858	15,299,509	14,701,078	15,064,005	15,646,038	16,413,306	17,188,136	18,001,682
17	Net Operating Income		(419,392)	(657,677)	47,381	53,770	439,746	396,008	377,255	353,799
18	Net Income Target % of UPIS	4.0%	779,200	818,388	817,698	1,095,986	1,068,086	1,034,084	999,979	965,765
19	Net Income Actual % of UPIS		-2.2%	-3.2%	0.2%	0.2%	1.6%	1.5%	1.5%	1.5%
20	Debt Coverage Ratio		-	8.0	1.9	1.4	1.5	1.6	1.6	1.6
21	COS Revenue Requirement					16,128,091				
22	Other Revenues & (Expenses)									
23	Interest on existing Debt (Broadband Project)	neg		(80,716)	(174,049)	(166,422)	(158,643)	(150,709)	(142,617)	(134,364)
24	Interest on new Debt	neg				(240,000)	(228,014)	(215,549)	(202,585)	(189,102)
25	Total Profit / Loss		(419,392)	(738,393)	(126,668)	(352,652)	53,089	29,750	32,053	30,332
26	Net Utility Plant in Service (UPIS)		19,479,991	20,459,706	20,442,438	27,399,644	26,702,150	25,852,106	24,999,463	24,144,128
27	Gross - Utility Plant in Service (G-UPIS)		39,514,054	40,347,779	41,327,511	49,312,511	49,812,511	50,330,011	50,865,624	51,419,983
28	Net UPIS/ OCUP		49%	51%	49%	56%	54%	51%	49%	47%
29	Cash Inflows									
30	Net Income		(419,392)	(738,393)	(126,668)	(352,652)	53,089	29,750	32,053	30,332
31	Developer Contributions		206,551	99,045	107,207	100,000	-	-	-	-
32	Grants		-	27,000	-	-	-	-	-	-
33	New Borrowing		-	-	-	6,000,000	-	-	-	-
34	Debt Proceeds for Broadband Project		-	9,122,000	-	-	-	-	-	-
35	Broadband Payback (2020 O&M and Bond payments)		-	80,716	879,213	549,706	549,554	549,399	549,242	549,081
36	Broadband Contributions (Operations Center Bldg)		-	-	-	50,000	50,000	50,000	50,000	50,000
37	Depreciation		1,351,373	1,300,584	997,000	1,027,794	1,197,494	1,367,544	1,388,256	1,409,693
38	Cash Inflows		1,138,532	9,890,952	1,856,752	7,374,848	1,850,137	1,996,693	2,019,551	2,039,106
39	Cash Outflows									
40	Capital Projects (includes Capital Outlay budget items)		450,169	2,716,978	979,732	7,985,000	500,000	517,500	535,613	554,359
41	Cash Balance Adjustment (Broadband Project Proceeds)		-	9,122,000	-	-	-	-	-	-
42	Transfer to Fleet Services		133,000	155,372	95,833	-	-	-	-	-
43	Transfer to Acquisition & Improvements Fund		130,000	-	-	-	-	-	-	-
44	Transfer to City Capital Projects Fund		25,000	25,000	50,000	-	-	-	-	-
45	Principal on Existing Debt (Broadband project)		-	-	375,806	383,284	390,911	398,691	406,625	414,716
46	Principal on New Debt		-	-	-	-	299,647	311,633	324,098	337,062
47	Cash Outflows		\$ 738,169	\$ 12,019,350	\$ 1,501,371	\$ 8,368,284	\$ 1,190,558	\$ 1,227,823	\$ 1,266,335	\$ 1,306,137
48	Change in Cash		400,363	(2,128,398)	355,381	(993,436)	659,579	768,870	753,216	732,969
49	Cash Balance		6,246,511	3,797,393	4,152,774	3,159,337	3,818,916	4,587,787	5,341,003	6,073,972
50	Minimum Cash Balance Target		5,442,063	5,340,067	4,828,335	5,156,017	5,265,408	5,439,085	5,653,175	5,877,608

Cash Reserve Policy				2022
1	O&M Expenses	13,059,947	25%	3,264,987
2	Gross - Utility Plant in Service (G-UPIS)	49,312,511	1%	493,125
3	Deposits	224,658	100%	224,658
4	Debt Service	240,000	100%	240,000
5	Current Year Capital Improvements less Borrowings	1,985,000	20%	397,000
6	Five Year Capital Improvements less Borrowings	2,681,233	20%	536,247
7	Minimum Reserve Target			5,156,017

NMPP Energy
Cost of Service / Rate Design Study
for Glenwood Springs, CO

2022 Cost of Service / Rate Design Study

Preliminary 2/9/22

	FYE December		2019	2020	2021	2022	2023	2024	2025	2026
a	Sales Growth Base Load				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
b	Operation Expense Inflation (less Power Costs)		1.2%	-10.0%	-13.1%	4.8%	3.5%	3.5%	3.5%	3.5%
c	General Inflation						3.5%	3.5%	3.5%	3.5%
d	Interest Rate on Cash Balances		1.3%	0.8%	0.2%	1.2%	1.2%	1.2%	1.2%	1.2%
e	Purchase Power Adjustments		-1.4%	0.5%	-2.7%	2.2%	2.7%	4.6%	5.8%	5.8%
f	Base Rate Adjustments		0.0%	0.0%	0.0%	5.2%	5.2%	5.2%	5.2%	5.2%
g	Effective Date					Jun 1, 2022	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
	FYE December		2019	2020	2021	2022	2023	2024	2025	2026
	Revenues									
1	Retail Sales Electricity		14,298,828	13,973,835	14,700,000	15,145,900	16,268,549	17,114,513	18,004,468	18,940,700
2	Other Operating Rev		464,281	30,533	48,459	31,900	33,017	34,172	35,368	36,606
3	Broadband (removed from electric fund 2021)		664,357	637,464	-	-	-	-	-	-
4	Total Revenues		15,427,466	14,641,832	14,748,459	15,177,800	16,301,565	17,148,685	18,039,836	18,977,306
	Expenses									
6	Power Purchased		10,000,283	9,812,867	9,881,942	10,102,293	10,378,935	10,856,028	11,487,169	12,151,804
7	Administration		885,630	878,381	969,028	892,239	923,467	955,789	989,241	1,023,865
8	Customer Accounts		1,003,073	546,515	576,886	612,731	634,177	656,373	679,346	703,123
9	Maintenance & Distribution		1,061,403	855,281	1,275,988	1,452,382	1,503,215	1,555,828	1,610,282	1,666,642
10	Broadband (excluding capital outlay)		659,521	966,822	-	302	-	-	-	-
11	Total O&M		13,609,910	13,059,866	12,703,843	13,059,947	13,439,794	14,024,018	14,766,038	15,545,434
12	Depreciation		1,351,373	1,300,584	997,000	1,027,794	1,197,494	1,367,544	1,388,256	1,409,693
13	Nonreciprocal Interfund Activity to GF	3.4%	478,842	493,207	503,071	513,132	523,395	533,863	544,540	555,431
14	Interfund Franchise Fee to GF	3.4%	478,842	493,207	503,071	513,132	523,395	533,863	544,540	555,431
15	Interest Income		(72,109)	(47,355)	(5,907)	(50,000)	(38,762)	(49,310)	(62,693)	(77,564)
16	Total Electric Expense		15,846,858	15,299,509	14,701,078	15,064,005	15,645,316	16,409,977	17,180,681	17,988,424
17	Net Operating Income		(419,392)	(657,677)	47,381	113,795	656,250	738,708	859,155	988,882
18	Net Income Target % of UPIS	4.0%	779,200	818,388	817,698	1,095,986	1,068,086	1,034,084	999,979	965,765
19	Net Income Actual % of UPIS		-2.2%	-3.2%	0.2%	0.4%	2.5%	2.9%	3.4%	4.1%
20	Debt Coverage Ratio		-	8.0	1.9	1.4	1.7	2.0	2.1	2.2
21	COS Revenue Requirement					16,128,091				
22	Other Revenues & (Expenses)									
23	Interest on existing Debt (Broadband Project)	neg		(80,716)	(174,049)	(166,422)	(158,643)	(150,709)	(142,617)	(134,364)
24	Interest on new Debt	neg				(240,000)	(228,014)	(215,549)	(202,585)	(189,102)
25	Total Profit / Loss		(419,392)	(738,393)	(126,668)	(292,627)	269,593	372,451	513,953	665,416
26	Net Utility Plant in Service (UPIS)		19,479,991	20,459,706	20,442,438	27,399,644	26,702,150	25,852,106	24,999,463	24,144,128
27	Gross - Utility Plant in Service (G-UPIS)		39,514,054	40,347,779	41,327,511	49,312,511	49,812,511	50,330,011	50,865,624	51,419,983
28	Net UPIS/ OCUP		49%	51%	49%	56%	54%	51%	49%	47%
29	Cash Inflows									
30	Net Income		(419,392)	(738,393)	(126,668)	(292,627)	269,593	372,451	513,953	665,416
31	Developer Contributions		206,551	99,045	107,207	100,000	-	-	-	-
32	Grants		-	27,000	-	-	-	-	-	-
33	New Borrowing		-	-	-	6,000,000	-	-	-	-
34	Debt Proceeds for Broadband Project		-	9,122,000	-	-	-	-	-	-
35	Broadband Payback (2020 O&M and Bond payments)		-	80,716	879,213	549,706	549,554	549,399	549,242	549,081
36	Broadband Contributions (Operations Center Bldg)		-	-	-	50,000	50,000	50,000	50,000	50,000
37	Depreciation		1,351,373	1,300,584	997,000	1,027,794	1,197,494	1,367,544	1,388,256	1,409,693
38	Cash Inflows		1,138,532	9,890,952	1,856,752	7,434,873	2,066,641	2,339,394	2,501,451	2,674,190
39	Cash Outflows									
40	Capital Projects (includes Capital Outlay budget items)		450,169	2,716,978	979,732	7,985,000	500,000	517,500	535,613	554,359
41	Cash Balance Adjustment (Broadband Project Proceeds)		-	9,122,000	-	-	-	-	-	-
42	Transfer to Fleet Services		133,000	155,372	95,833	-	-	-	-	-
43	Transfer to Acquisition & Improvements Fund		130,000	-	-	-	-	-	-	-
44	Transfer to City Capital Projects Fund		25,000	25,000	50,000	-	-	-	-	-
45	Principal on Existing Debt (Broadband project)		-	-	375,806	383,284	390,911	398,691	406,625	414,716
46	Principal on New Debt		-	-	-	-	299,647	311,633	324,098	337,062
47	Cash Outflows		\$ 738,169	\$ 12,019,350	\$ 1,501,371	\$ 8,368,284	\$ 1,190,558	\$ 1,227,823	\$ 1,266,335	\$ 1,306,137
48	Change in Cash		400,363	(2,128,398)	355,381	(933,411)	876,083	1,111,571	1,235,116	1,368,053
49	Cash Balance		6,246,511	3,797,393	4,152,774	3,219,362	4,095,445	5,207,016	6,442,133	7,810,185
50	Minimum Cash Balance Target		6,157,001	6,063,549	5,335,555	5,622,640	5,592,915	5,778,055	6,004,010	6,240,721

Cash Reserve Policy				2022
1	O&M Expenses	13,059,947	25%	3,264,987
2	Gross - Utility Plant in Service (G-UPIS)	49,312,511	1%	493,125
3	Deposits	224,658	100%	224,658
4	Debt Service	240,000	100%	240,000
5	Current Year Capital Improvements less Borrowings	1,985,000	30%	595,500
6	Five Year Capital Improvements less Borrowings	2,681,233	30%	804,370
7	Minimum Reserve Target			5,622,640



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Planning and Zoning Commission Interview

Action Requested: Planning and Zoning Commission Interview

Department: City Administration

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: **Composition of the Planning and Zoning Commission**
Seven (7) citizens who are residents of the city.

Vacancy

One regular seat with a term expiring February 2023. *This seat was vacated by Marco Dehm upon appointment to City Council.*

Interview

April Davey is the only interview scheduled.

Applicants

- Mitchell Weimer, a city resident, was appointed to an alternate seat on the Planning and Zoning Commission in February 2022 with a term expiring February 2025. Mitchell has expressed interest in filling the vacant regular seat. Because he was recently interviewed by City Council, he was not scheduled for an additional interview.
- James Woodrow "Jim" Hardcastle Jr., a city resident, was appointed to an alternate seat on the Planning and Zoning Commission in February 2022 with a term expiring February 2025. Jim has expressed interest in filling the vacant regular seat. Because he was recently interviewed by City Council, he was not scheduled for an additional interview.
- April Davey, a city resident, applied to the Planning and Zoning Commission on March 1, 2022.

Municipal Code

According to the Municipal Code, 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. Council may appoint up to three alternate members of a board or commission.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: N/A

020.020.020 Composition of boards and commissions.

The membership of boards and commissions shall be composed of the following persons:

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - 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.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (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. Reserved.
 - c. Reserved.
 - 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.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (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.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - 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.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation 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.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

(Code 1971 §§ 2-61, 4-75, 4-230, 15-2; 26-84 § 1; 19-89 § 1; 12-90 § 1; 54-90 § 1; 29-91 § 1; 10-93 § 1; 29-93 § 1; 7-94 § 1; 23-94 § 1; 10-95 § 1; 19-95 §§ 1, 2; 40-95 § 1; 28-97 § 1; 29-97 § 1; 1-01 § 1; 61-01 § 2; 14-03 § 1; 9-04 § 1; 20-05 § 2; 7-06 § 2; 13-06, § 2; 10-07 § 2; 6-08 § 2; 12-09 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 2-2016, § 2(Exh. A), 2-4-2016; Ord. No. 16-2017, § 3, 8-17-2017; Ord. No. 2-2018, § 2, 1-18-2018; Ord. No. 6-2018, § 2, 3-1-2018; Ord. No. 21-2018, § 2, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Please note that appointments can be for either a regular seat or an alternate seat.

Composition of the Planning and Zoning Commission:

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

a. Seven (7) citizens who are residents of the City.

Personal Information

1. Membership Qualifications *

Are you a resident of Glenwood Springs within city limits? You must be a resident within city limits to qualify.

☒ Yes

☐ No

2. Name *

April Davey

3. Home Address *

4251 Culver Circle, Glenwood Springs, Colorado 81601

4. Mailing Address *

4251 Culver Circle, Glenwood Springs, Colorado 81601

5. Home Phone *

970-366-1338

6. Work Phone *

970-366-1338

7. Mobile Phone *

970-366-1338

8. Email Address *

aprildavey@icloud.com

9. Occupation *

Student/Executive Administrative Assistant

Personal and Professional Interests

10. Why are you interested in serving on the Planning and Zoning Commission? *

I am interested in serving on the Planning and Zoning Commission because I am interested in sustainable community planning as a whole. I am a student in the Sustainability Studies program at CMC, slated to graduate in May of 2022.

11. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

Mostly I view my role as that of an observer and outside perspective. I do not have any formal experience in planning and zoning, but am interested in learning more about how Glenwood Springs navigates those challenges.

12. What experience have you had in the land use approval process? *

I do not have experience in the land use approval process.

13. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

My interest lies in just seeing how planning and zoning works as a whole, and I live in Glenwood Springs and am passionate about our local community. I am currently working on a capstone research project for my degree in which I am analysing non-traditional concepts and voices as they related to community planning (such as climate action, immigrant community inclusion, and Indigenous community inclusion), so I have interest in that as well.

14. Can you describe an experience making a decision that made people unhappy? *

As someone who has worked in settings where I've had to manage certain projects and different stakeholders, this is an issue I come across all the time! One of the most important things I've learned in scenarios like these is to assume that everyone involved has similarly good intentions for the outcome of a specific project. This way, we can maintain a certain level of respect and communicate clearly with one another, knowing that at the end of the day we all want the same thing.

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

Absolutely. And I think this aspect of being involved in local city planning and zoning is part of the reason this feels like such a great learning opportunity.

16. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

I believe that I will be able to serve the planning and zoning committee well with this time commitment. As a student in their final semester of college, there are a couple of weeks in the months of April and May that are quite busy with presentations, graduations, etc. Aside from that, I should be good to go.

17. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

Yes, I am aware of and understand the quasi-judicial function of the Planning and Zoning commission.

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

I am an executive administrative assistant for the Dean and Vice President of a college campus, so I am well aware of the inner-workings of various boards and committees. I have steered several committees myself, and have excellent foundational experience taking notes, contacting stakeholders, and setting up various meetings.

19. Please enter today's date. *

3/1/2022



20. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

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

f. Powers and Duties

The powers and duties of the Planning and Zoning Commission shall be:

- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
- (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
- (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
- (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
- (6) To perform such other functions as required by the provisions of Title 070.
- (7) To service as the Building Board of Appeals.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(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:

February:

Planning and Zoning 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) successive 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
April 7, 2022

Agenda Item: Franchising Trash, Recycling and Compost in Glenwood Springs

Action Requested: Discussion

Department: Public Works

Presented By: Matthew Langhorst, Elizabeth Mauro

Strategic Goals: Preserve and Improve Infrastructure
Protect and Preserve our Quality of Life

Background Info: City of Glenwood Springs staff and several council members have discussed trash franchising within the City of Glenwood Springs boundaries for several years. There are many reasons for a city to franchise trash, recycling, and compost collection. This is also sometimes referred to as implementing a 'single-hauler' system. The city already administers a smaller-scale version of this system – the waste compactors on blocks 43-44 downtown are an example of how this contract between the City and a private hauler would work.

Most of our local trash is hauled to the South Canyon Landfill which the city owns and operates; improving waste diversion with more robust recycling and composting collection will extend the life expectancy of our landfill. Limiting hauling to one collection service will reduce wear and tear on our city streets and ease congestion in tight areas where trucks must stop in traffic to collect waste. Franchising provides the opportunity to improve waste tracking, reduce contamination rates in compost and recycling loads, and increase education on waste-related issues. Compost and recycling markets and regulations change frequently – having a single hauler contract simplifies the process for residents and gives the City the ability to quickly adopt best practices as they evolve.

The city would need one full-time employee (FTE) to manage the billing and customer service aspects of this contract. Having a city employee interact directly with residents will allow us to resolve collection issues faster than the current private system, manage expectations of the community, and receive feedback easily.

Staff and our consultant recommend we model our RFP around what Carbondale recently adopted: a Pay as You Throw (PAYT) system, allowing the residents to choose what size trash container they would like to have. 32-, 64- and 96-gallon trash containers are the recommended options, with a significant price difference for each level to incentivize waste reduction. Residents would have a recycling pickup included with the price of trash, and compost pickup would be an optional add-on. During the bidding process, haulers will be able to bid based on either single or dual stream recycling collection as they see fit.

There are many benefits to franchising for the city and the residents. We will discuss these benefits in further detail during the presentation and discuss who will be included in this service.

Issues: None at this time.

Fiscal Impact: Full-Time Employee to Run the City Portion of the Project

Legal Review: Review of State Statutes Regarding Residential Unit Sizing

Staff Recommendation: Staff is recommending discussion of the options available through franchising.

From: [Kristen Chadwick](#)
To: [Ryan M. Muse](#)
Subject: Franchising Trash
Date: Tuesday, April 5, 2022 11:41:12 AM

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Please include in the April 7, 2022 packet.

To: City Council, City Manager

From: Glenn and Kristen Chadwick
1102 Pitkin Avenue
Glenwood Springs, CO 81601

We understand that the City Council is having a work session on April 7th on franchising the trash collection. We strongly encourage the Council to adopt the 'single-hauler' system. The daily beehive of trash and recycling trucks roving our streets and backing down our alleys is very unpleasant. It adds to noise pollution and wear and tear on our streets and alleys. A 'single-hauler' system would be a great improvement!

On another topic, compliments to all who helped open the downtown recycling center at 102 13th Street. The center is a wonderful amenity for our town.

THANK YOU!

---Glenn and Kris Chadwick

krischad@gmail.com
home 970-379-4019



A PROCLAMATION FOR PARKINSON'S DISEASE AWARENESS MONTH APRIL 2022

WHEREAS, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States, affecting almost 1,000,000 people in the United States with one person being diagnosed with Parkinson's disease every 9 minutes. The disease is expected to rise to 1.2 million individuals by 2030.

WHEREAS, Parkinson's disease and related health issues are the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention;

WHEREAS, It is estimated that the total national economic burden of Parkinson's is \$52 billion to the U.S. economy each year;

WHEREAS, Research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown, there is no objective test or biomarker for Parkinson's disease, and there is no cure or medication to slow or halt the progression of the disease;

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors, slowness of movement and rigidity, difficulty with balance, swallowing, chewing, and speaking, cognitive impairment and dementia, mood disorders (such as depression and anxiety), skin problems, and sleep difficulties;

WHEREAS, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families through the research, education, and community support services necessary in finding more effective treatments and to providing access to quality care to those living with the disease today;

NOW, THEREFORE, I, Jonathan Godes, MAYOR of the City of Glenwood Springs, do hereby proclaim April as Parkinson's Disease Awareness Month in the year 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Glenwood Springs, Colorado to be affixed, this 7th day of April, in the year 2022.

Jonathan Godes, Mayor
City of Glenwood Springs



A PROCLAMATION

WHEREAS, children are the embodiment of dreams and aspirations for the future and, as such, deserve to grow and develop in nurturing environments, free from fear and victimization; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support it needs in raising their children in a safe, nurturing environment; and

WHEREAS, our society has a responsibility to protect our children and help them thrive in a safe environment, as every child is entitled to be loved, cared for, feel secure and be free from verbal, sexual, emotional, and physical abuse and neglect; and

WHEREAS, the City of Glenwood Springs has dedicated individuals and organizations such as River Bridge Regional Center, Garfield County Human Services, CASA of the 9th, Advocate Safe House, Glenwood Springs Police Department, Garfield County Sheriff's Office, 9th District Attorney Office and all who work daily to counter the problem of child maltreatment and help parents obtain the assistance they need; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I Jonathan Godes, by virtue of the power and authority vested in me as Mayor of the City of Glenwood Springs do hereby declare the month of April, 2022, as

"CHILD ABUSE PREVENTION AND AWARENESS MONTH"

in the City of Glenwood Springs and do urge all our citizens to join in dedicating their energies to cherishing our children and helping them grow and develop free from victimization so they may mature into successful adults. Their success is our success.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Glenwood Springs to be affixed on this the 7th day of April, 2022.

Jonathan Godes, Mayor
City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: March 3, 2022 Council Minutes

Action Requested: March 3, 2022 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MARCH 3, 2022
6:15 PM

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 in agenda items indicate approximately where the item can be found on the YouTube video timeline.

REGULAR SESSION

:01 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Willman, Councilor Kaup, Councilor Dehm, Councilor Wussow, Councilor Stepp, and Councilor Hershey. Also present were Debra Figueroa, City Manager, Jenn Ooton, Asst. City Manager, Ryan Muse, City Clerk, Matt Langhorst, Director of Public Works, Yvette Gustad, Finance Director, Brian Smith, Parks and Recreation Director, and Karl Hanlon, City Attorney.

:06 Pledge of Allegiance

Mayor Godes led the Pledge.

:07 Agenda Changes or Conflicts

Comments were made by Mayor Godes and City Attorney Karl Hanlon.

:08 Mayor Pro-Tem moved, seconded by Kaup, to allow Councilor Hershey to appear by Zoom.

Motion passed unanimously.

Comments were made by Mayor Pro-Tem Willman, Mayor Godes and Councilor Stepp.

:09 Mayor Pro-Tem Willman moved, seconded by Councilor Kaup, to remove items 11a and b to vote on them separately as some people were not at the meetings, pull item d to discuss separately, and continue item 11h to the March 17th Council Meeting.

Motion passed unanimously.

Comments were made by City Manager Debra Figueroa, former City Councilor Steve Davis, Mayor Pro-Tem Willman, Councilor Kaup, Councilor Wussow, Councilor Stepp, Councilor Dehm and Mayor Godes.

:17 Citizens Appearing Before Council

Citizens comments were made.

Comments were made by Mayor Godes and Councilor Kaup.

:26 Council Comments

Comments were made by Councilor Stepp, Councilor Wussow, Councilor Dehm and Mayor Godes.

:30 Consent Agenda

:30 Mayor Pro-Tem Willman moved, seconded by Councilor Dehm, to approve the consent agenda absent items a, b, d and h.

Motion passed unanimously.

:31 Mayor Pro-Tem Willman moved, seconded by Councilor Kaup, to approve the February 17, 2022, City Council meeting minutes.

Ayes: Willman, Hershey, Godes, Kaup

Abstain: Wussow, Dehm, Stepp

Motion passed.

:32 Mayor Pro-Tem Willman moved, seconded by Councilor Kaup, to approve the February 25, 2022, Special City Council meeting minutes.

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

Abstain: Dehm

Motion passed.

Comments were made by Councilor Kaup, Parks and Recreation Director Brian Smith.

:35 Councilor Kaup moved, seconded by Councilor Stepp, to approve item d of the consent agenda for the City Hall HVAC upgrades.

Motion passed unanimously.

:35 Comprehensive Plan Update - Growth Analysis and Strategies

Comments were made by Assistant City Manager Jenn Ooton, Councilor Kaup, Cushing Terrell representative Keith Walls, Councilor Dehm, Councilor Wussow, Mayor Pro-Tem Willman, Councilor Hershey, and Councilor Stepp.

1:02 Mayor Godes opened for public comment.

Public comments were made.

1:08 Mayor Godes closed public comment.

Comments were made by Councilor Wussow, Councilor Dehm, Cushing Terrell representative Keith Walls, City Manager Debra Figueroa, and City Attorney Karl Hanlon.

1:13 Councilor Dehm moved, seconded by Councilor Wussow, to create more opportunities for input from the Steering Committee and the public.

Comments were made by Mayor Godes, City Attorney Karl Hanlon, Councilor Kaup, Mayor Pro-Tem Willman, Councilor Stepp, and Councilor Wussow.

Ayes: Wussow, Godes, Dehm, Stepp

Nays: Willman, Hershey, Kaup

Motion passed 4-3.

1:24 Airport Board Appointment

Councilor Stepp presented.

1:25 Councilor Stepp moved, seconded by Councilor Kaup, to appoint Sean Thomas to fill the vacant seat on the Airport Commission.

Comments were made by Mayor Godes and Councilor Stepp

Motion passed unanimously.

1:26 Ordinance 2022-06; Adoption of Updated Editions of Building Codes, Second Reading

Comments were made by Assistant City Manager Jenn Ooton, Fire Chief Gary Tillotson, Councilor Kaup, City Attorney Karl Hanlon, Director of Public Works Matt Langhorst, Mayor Pro-Tem Willman, and Councilor Stepp.

1:39 Mayor Godes opened for public comment.

Public comments were made.

1:40 Mayor Godes closed public comment

1:40 Councilor Kaup moved, seconded by Councilor Hershey, to approve Ordinance 2022-06; Adoption of Updated Editions of Building Codes.

Comments were made by Mayor Godes, Councilor Kaup, Councilor Wussow, Mayor Pro-Tem Willman, City Attorney Karl Hanlon, and Councilor Dehm.

Motion passed unanimously.

Comments were made by Mayor Godes and Councilor Kaup.

1:51 Recess

1:59 Ordinance 2022-09 - Amending Title 070 to add Guidelines and Regulations for Matters of State Interest, Second Reading; Planning Item 02-22

City Attorney Karl Hanlon presented.

Comments were made by Mayor Pro-Tem Willman and City Attorney Karl Hanlon.

2:02 Mayor Godes opened for public comment.

No comments were made.

2:02 Mayor Godes closed public comment.

2:02 Mayor Pro-Tem Willman moved, seconded by Councilor Kaup, to approve Ordinance 2022-09 - Amending Title 070 to add Guidelines and Regulations for Matters of State Interest, Second Reading; Planning Item 02-22.

Motion passed unanimously.

2:03 Ordinance 2022-07; Changes to Title 070 and 90 related to Public Art Funding Planning Item 57-21

Assistant City Manager Jenn Ooton, presented.

Comments were made by Councilor Stepp, Assistant City Manager Jenn Ooton, and Mayor Pro-Tem Willman.

2:16 Mayor Godes opened for public comment.

Public comment was taken.

2:19 Mayor Godes closed public comment.

Comments were made by Councilor Kaup.

2:19 Councilor Kaup moved, seconded by Councilor Dehm, to approve Ordinance 2022-07 along with the findings in the staff report for changes to Title 070 and 90 related to Public Art Funding Planning Item 57-21.

Comments were made by Mayor Godes, Councilor Dehm, Councilor Wussow, Councilor Kaup and Mayor Pro-Tem Willman.

Ayes: Kaup, Stepp, Dehm, Wussow, Willman

Nays: Godes, Hershey

Motion passed 5-2.

Comments were made by Mayor Pro-Tem Willman.

2:28 Ordinance 2022-12; Ward Redistricting

City Attorney Karl Hanlon, presented.

Comments were made by Mayor Godes, City Attorney Karl Hanlon, Councilor Wussow, and Assistant City Manager Jenn Ooton.

2:33 Mayor Godes opened for public comment.

No comments were made.

2:34 Mayor Godes closed public comment.

Comments were made by Mayor Godes, Councilor Dehm and City Attorney Karl Hanlon

2:35 Mayor Godes moved, seconded by Councilor Stepp, to adopt draft two of the ward redistricting.

Comments were made by City Clerk Ryan Muse, Councilor Stepp, Mayor Godes, City Attorney Karl Hanlon, Councilor Wussow, Councilor Kaup, and Mayor Pro-Tem Willman.

Ayes: Hershey, Godes, Dehm, Stepp, Kaup

Nays: Willman, Wussow

Motion passed 5-2

Comments were made by City Attorney Karl Hanlon, and Councilor Kaup.

2:40 Community Broadband Fiber to the Home Project Update

Director of Public Works Matt Langhorst and Broadband Superintendent Michael Gardner, presented.

Comments were made by Councilor Stepp, Mayor Pro-Tem Willman, Councilor Kaup, Broadband Superintendent Michael Gardner and Director of Public Works Matt Langhorst.

2:58 Ordinance 11, Series of 2022 (One Reading) Amending the 2022 Budget for Broadband Expenditures

2:58 Mayor Godes opened for public comment.

No comments were made.

2:58 Mayor Godes closed public comment.

Comments were made by Councilor Kaup.

2:58 Mayor Pro-Tem Willman move, seconded by Councilor Dehm, to adopt Ordinance 11, Series of 2022 (One Reading) Amending the 2022 Budget for Broadband Expenditures.

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

Nays: Hershey

Motion passed 6-1

2:595 Electric Operations Center Request for Proposal 2021-28P Award to DM Neumann Construction Company

Comments were made by Director of Public Works Matt Langhorst, Councilor Kaup and City Attorney Karl Hanlon.

3:01 Mayor Godes moved, seconded by Councilor Stepp, to approve Electric Operations Center Request for Proposal 2021-28P Award to DM Neumann Construction Company contingent on financing.

Motion passed unanimously.

Report from Administration

City Manager

No comments were made.

City Attorney

No comments were made.

Correspondence Incoming/Outgoing

Comments were made by Mayor Godes and Mayor Pro-Tem Willman.

1:23 Adjournment

1:23 Mayor Pro-Tem Willman moved, seconded by Councilor Dehm, to adjourn.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: March 17, 2022 Council Minutes

Action Requested: March 17, 2022 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MARCH 17, 2022
6:15 PM

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 in agenda items indicate approximately where the item can be found on the YouTube video timeline.

REGULAR SESSION

:00 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Willman, Councilor Kaup, Councilor Dehm, Councilor Wussow, Councilor Stepp, and Councilor Hershey. Also present were Debra Figueroa, City Manager, Jenn Ooton, Asst. City Manager, Ryan Muse, City Clerk, Matt Langhorst, Director of Public Works, Yvette Gustad, Finance Director, Brian Smith, Parks and Recreation Director, and Karl Hanlon, City Attorney.

:00 Pledge of Allegiance

Mayor Godes led the Pledge.

:00 Agenda Changes or Conflicts

Comments were made by Councilor Stepp, and Mayor Godes.

:01 Citizens Appearing Before Council

No comments were made.

:01 Council Comments

Comments were made by Councilor Hershey, Mayor Pro-Tem Willman, Mayor Godes, Councilor Kaup and City Attorney Karl Hanlon.

:06 Mayor Pro-Tem Willman moved, seconded by Councilor Hershey to take public comment during the Airport session.

Ayes: Willman, Wussow, Godes, Dehm, Kaup, Hershey

Nays: Stepp

Motion passed 6-1.

Comments were made by Councilor Wussow, Councilor Dehm, Councilor Kaup, City Attorney Karl Hanlon, I. T. Director Alissa Owsley, Councilor Stepp, Mayor Godes and Mayor Pro-Tem Willman.

:23 Mayor Godes moved, seconded by Councilor Hershey, to take just new comments from those who have not previously commented in the public process through the online portal or the listening session.

Motion passed unanimously.

Comments were made by Mayor Godes.

:25 Mayor Godes moved, seconded by Councilor Hershey, that as a policy of the City we do not store private non-city resources within city facilities.

Comments were made by Councilor Wussow, Councilor Kaup, City Manager Debra Figueroa and Mayor Godes.

Motion rescinded.

Comments were made by Mayor Godes.

:28 Consent Agenda

:28 Councilor Kaup moved, seconded by Councilor Hershey, to approve the consent agenda items a-f and h, with item g moved off for a separate vote.

Motion passed unanimously.

:29 Resolution 2022-13; Great Outdoors Colorado Community Impact Grant for Sayre Park Improvements - Play for All

Parks and Recreation Director Brian Smith, presented.

Comments were made by Mayor Godes, Councilor Stepp, City Manager Debra Figueroa, Parks and Recreation Director Brian Smith, Councilor Wussow, Councilor Kaup and Mayor Pro-Tem Willman.

:43 Mayor Pro-Tem Willman moved, seconded by Councilor Wussow, to approve Resolution 2022-13; Great Outdoors Colorado Community Impact Grant for Sayre Park Improvements - Play for All.

Motion passed unanimously.

:43 Victims and Witnesses Assistance & Law Enforcement Board Appointment

Councilor Hershey, presented.

:44 Councilor Hershey moved, seconded by Councilor Kaup, to reappoint Charles Scott Courtney to a regular seat on the Victims and Witnesses Assistance & Law Enforcement Board with a term expiring April 2025.

Motion passed unanimously.

:44 Volunteer Firefighter Pension Board Appointment

Mayor Godes, presented.

:45 Mayor Godes moved, seconded by Councilor Kaup, to reappoint Mike Alsdorf to a regular seat with a term expiring February 2025.

Motion passed unanimously.

:46 Housing Commission Appointments

Councilor Kaup, presented.

:46 Councilor Kaup moved, seconded by Councilor Stepp, to reappoint Matt Spidell and Erin Morelli to regular seats on the Housing Commission with terms expiring April 2025.

Motion passed unanimously.

Comments were made by Councilor Wussow.

:47 Update on Emergency Evacuation Planning

City Engineer Terri Partch, presented.

Comments were made by City Manager Debra Figueroa, City Engineer Terri Partch, Fire Chief Gary Tillotson, Councilor Stepp, Councilor Kaup, Councilor Wussow, and Mayor Godes.

1:10 Request for Additional Funding for 27th Street Underpass Project

City Engineer Terri Partch and RFTA Chief Executive Officer Dan Blankenship, presented.

Comments were made by Councilor Stepp, RFTA Chief Executive Officer Dan Blankenship, RFTA Senior Project Manager Nick Senn, City Engineer Terri Partch, Councilor Kaup, Mayor Pro-Tem Willman, Councilor Hershey, Councilor Dehm, City Attorney Karl Hanlon, and Councilor Wussow.

1:35 Mayor Pro-Tem Willman moved, seconded by Councilor Dehm, to direct staff to explore with RFTA the possibilities of financing the project.

Comments were made by Mayor Pro-Tem Willman, Councilor Dehm, Mayor Godes and RFTA Chief Executive Officer Dan Blankenship.

Ayes: Willman, Godes, Dehm, Stepp, Kaup

Nays: Wussow, Hershey

Motion passed 5-2.

1:38 Recess

1:51 Airport Decisions - Post Listening Session

Comments were made by Karl Hanlon.

1:54 Councilor Hershey moved, seconded by Councilor Stepp, to continue this item to the first or second Council meeting in May.

Comments were made by Councilor Hershey, Mayor Pro-Tem Willman, Councilor Kaup, Mayor Godes, Councilor Wussow and Councilor Dehm.

Ayes: Stepp, Hershey

Nays: Willman, Wussow, Godes, Dehm, Kaup

Motion failed 5-2.

Comments were made by City Attorney Karl Hanlon and Councilor Hershey.

City Engineer Terri Partch, presented.

2:03 Councilor Kaup moved, seconded by Councilor Dehm, for Council to reaffirm the decision that was made in the motion on March 4th, 2021, to move forward with the tunnel option, the preferred alternative from the EA for South Bridge, that Council move forward with the tunnel option ticket to one hundred percent design to allow staff to work on the right of way access.

Comments were made by Councilor Dehm, Mayor Godes, Councilor Kaup, Councilor Hershey, City Attorney Karl Hanlon and Councilor Wussow.

Ayes: Wussow, Dehm, Stepp, Kaup, Hershey

Nays: Willman, Godes

Motion passed 5-2.

2:06 Mayor Godes moved, seconded by Councilor Stepp, to eliminate from consideration an insulated tunnel that staff, legal and insurance did not think necessary.

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

Nays:

Abstain: Hershey

Motion passed 7-0.

Comments were made by City Engineer Terri Partch, City Attorney Karl Hanlon, Mayor Godes and an unknown citizen.

2:09 Mayor Pro-Tem Willman moved, seconded by Councilor Stepp, to move items 15c and d until after the election.

Ayes: Willman, Wussow, Dehm, Stepp, Kaup, Hershey

Nays: Godes

Motion passed 6-1.

Comments were made by Councilor Stepp and Councilor Wussow.

2:11 Councilor Wussow moved, seconded by Councilor Hershey, for the postponed items now to be heard in May, Council will open public comment so everyone can be heard.

Motion passed unanimously.

Comments made by Councilor Hershey, Councilor Wussow, City Attorney Karl Hanlon, an unknown citizen, Mayor Godes, Mayor Pro-Tem Willman, Councilor Kaup and Councilor Stepp.

2:15 Councilor Hershey moved, seconded by Councilor Wussow, that after the election the one issue to be discussed in item 15 is the obstruction FAA issue.

Ayes: Wussow, Dehm, Stepp, Kaup, Hershey

Nays: Willman, Godes

Motion passed 5-2.

Comments were made by Mayor Godes, City Attorney Karl Hanlon, City Clerk Ryan Muse, Councilor Hershey, Councilor Wussow and Mayor Pro-Tem Willman.

2:17 Adoption of Pedestrian and Bicycle Improvements Plan (MOVE Study)

2:17 Mayor Godes moved, seconded by Councilor Wussow, to adopt the recommendations of the MOVE study.

Comments were made by Mayor Pro-Tem Willman, City Engineer Terri Partch, Councilor Stepp, Councilor Kaup and Councilor Wussow.

Mayor Godes withdraws motion.

2:34 Mayor Godes moved, seconded by Councilor Wussow, that Council approve the pedestrian and bike improvements plan of the MOVE study, with 8th Street bicycle not approved, and not making a commitment to the BRT route.

Motion passed unanimously.

Comment was made by Mayor Godes and City Engineer Terri Partch.

2:36 Boards and Commissions Discussion

Comments were made by City Manager Debra Figueroa, Mayor Godes, Councilor Wussow, City Attorney Karl Hanlon, Councilor Stepp, Councilor Hershey, Mayor Pro-Tem Willman, Councilor Dehm, DDA Board President Christian Henny and Councilor Kaup.

3:02 Ordinance 2022-05; Amending Sections in Title 090 Public Lands, Second Reading, Resolution 2022-10; Parks Rules and Regulations & Resolution 2022-11; Cemetery Rules and Regulations

Comments were made by City Attorney Karl Hanlon, Councilor Hershey, Parks and Recreation Director Brian Smith, Councilor Stepp, Mayor Pro-Tem Willman, Mayor Godes and Councilor Wussow.

3:10 Mayor Pro-Tem Willman moved, seconded by Mayor Godes, to approve Ordinance 2022-05; Amending Sections in Title 090 Public Lands on first reading.

3:10 Mayor Godes opened for public comment.

No comments were made.

3:10 Mayor Godes closed public comment.

Motion passed unanimously.

3:11 Mayor Pro-Tem Willman moved, seconded by Councilor Stepp, to approve 2022-10; Parks Rules and Regulations.

3:11 Mayor Godes opened for public comment.

No comments were made.

3:11 Mayor Godes closed public comment.

Motion passed unanimously.

3:11 Mayor Pro-Tem Willman moved, seconded by Councilor Stepp, to approve Resolution 2022-11; Cemetery Rules and Regulations.

3:11 Mayor Godes opened for public comment.

No comments were made.

3:11 Mayor Godes closed public comment.

Motion passed unanimously.

3:11 Sopris View Project Update and Trail System

Comments were made by Councilor Hershey, Mayor Godes and City Attorney Karl Hanlon.

3:11 Councilor Hershey moved, seconded by Mayor Godes, to continue item to the April 7th Council meeting.

Motion passed unanimously.

Comments were made by Mayor Pro-Tem Willman and Councilor Hershey.

Report from Administration

City Manager

Comments were made by City Manager Debra Figueroa and City Attorney Karl Hanlon.

3:14 Mayor Pro-Tem Willman moved, seconded by Councilor Dehm, to donate extra first responder supplies to the aid effort in Ukraine.

Motion passed unanimously.

City Attorney

Comments were made by City Attorney Karl Hanlon.

Correspondence Incoming/Outgoing

Comments were made by City Manager Debra Figueroa, Parks and Recreation Director Brian Smith, Councilor Hershey, Councilor Kaup, and Councilor Wussow.

3:21 Councilor Hershey moved, seconded by Councilor Wussow, to make a full-time position for the Kids Camp.

Motion passed unanimously.

3:22 Adjournment

3:22 Mayor Pro-Tem Willman moved, seconded by Councilor Hershey, to adjourn.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Memorandum of Understanding between the Colorado Energy Office and the City of Glenwood Springs
Action Requested:	Authorize MOU with the Colorado State Energy Office in pursuit of an energy efficiency audit.
Department:	Parks & Recreation
Presented By:	Brian Smith
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure
Background Info:	The Colorado Energy Office's (CEO's) Energy Performance Contracting Program (EPC) is the support provided by one of CEO's EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all. In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable. Utilizing a Qualified Energy Service Company (ESCO) facilitated by the Colorado Energy Office, the City of Glenwood Springs can effectively finance costly upgrades using energy savings as the funding mechanism. This agreement starts the process of conducting an audit that will identify the overall scope of what infrastructure would potentially see the most energy savings.
Issues:	None.
Fiscal Impact:	This non-binding agreement provides technical assistance from the Colorado Energy Office (CEO) at no charge throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.
Legal Review:	
Staff Recommendation:	Authorize MOU with the Colorado State Energy Office in pursuit of an energy efficiency audit.



COLORADO
Energy Office

MEMORANDUM OF UNDERSTANDING

between the CEO and FACILITY OWNER

Overview

One hallmark of success in the Colorado Energy Office's (CEO's) Energy Performance Contracting Program (EPC) is the support provided by one of CEO's EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all.

The EPC Program brochure describes Colorado's Standards for Success for the relationship between CEO and its clients and their energy service company. It also outlines the coaching and technical assistance provided Program participants **at no charge** throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.

In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable.

To benefit from this package of coaching and technical assistance, please:

1. Have the authorized signer from your state agency or local jurisdiction sign the following non-binding Memorandum of Understanding;
2. Complete the attached Facility Owner Information sheet; and
3. Return the paperwork to DeLynne Southern, Energy Performance Contracting Program Technical Specialist at delynn.southern@state.co.us or the address below. Should you have any questions or concerns, her direct phone number is 303.866.2391.

Best wishes for your venture into energy and cost savings!



MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and [FACILITY OWNER]

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and City of Glenwood Springs (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
 - l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
 - l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
 - m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.
5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.
6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO , acting by and through the COLORADO ENERGY OFFICE		FACILITY OWNER:	
_____ Will Toor, CEO Director	_____ Date	_____ Name: Title: ___ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. ___ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	_____ Date
_____ EPC Team Representative		_____ Date	



FACILITY OWNER INFORMATION

To be completed by facility owner (for CEO use only)

Owner's representative

Name	Matt Kraemer
Title	Facilities Superintendent
Mailing address	101 8th Street Glenwood Springs, CO 81601
Email address	matt.kraemer@cogs.us
Direct office phone	(970) 384-6317
Cell phone	(970) 618-3055

Project information

Types of facilities to be assessed for energy savings:	1. Community Center 2. Ice Rink 3. Arts Center 4. City Hall 5. Airport 6. Fire Stations 7. Parks Building and Facilities 8. Parking Garage				
Have you selected an ESCO?	☐	Yes. Name:		☒ X	No
If yes, has procurement department validated selection?	☐	Yes.		☐	Not yet.

Please list any immediate needs you have related to your performance contract.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Intergovernmental Agreement for Mosquito Control
Action Requested:	Execution of agreement
Department:	Parks & Recreation
Presented By:	Brian Smith
Strategic Goals:	Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	This is an annual agreement between the county and local municipalities to provide monitoring and treatment to control the mosquito population carrying various viruses. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when mosquito levels have reached a threshold that poses a public health risk. An independent contractor will also provide community outreach and public education.
Issues:	None
Fiscal Impact:	Through this agreement, the City will be responsible for a \$5,800.00 payment to Garfield County. Each year this payment comes out of the Parks Department and is budgeted for 2022.
Legal Review:	
Staff Recommendation:	Approve the 2022 County Intergovernmental Agreement for Mosquito Control.

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2022

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

ensure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Ninety Thousand Dollars Two Hundred Eighty-One Dollars and No Cents (\$190,281.00), with each town and city contributing the amounts set forth below for a total contribution of Fifty-Five Thousand Seven Hundred Fifty Dollars and No Cents (\$55,750.00) of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall pay an amount not to exceed One Hundred Thirty-Four Thousand Five Hundred Thirty-One Dollars and No Cents (\$134,531.00) of the total Project Cost of One Hundred Ninety Thousand Two Hundred Eighty-One Dollars and No Cents (\$190,281.00), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$5,800.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$7,650.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of \$20,800.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$5,600.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$6,300.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$9,600.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2022 through December 31, 2022, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into

and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 213
Glenwood Springs, CO 81601
Phone: (970) 945-9150
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs
Attn: City Manager
101 W. 8th St.
Glenwood Springs, CO 81601
Phone: 384-6400

Notice to Carbondale: Town of Carbondale
Attn: Town Manager
511 Colorado Avenue
Carbondale, CO 81623
Phone: (970) 963-2733
Fax: (970) 963-9140

Notice to Rifle: City of Rifle
Attn: City Manager
202 Railroad Avenue
P.O. Box 1908
Rifle, CO 81650
Phone: (970) 625-2121

Notice to Silt: Town of Silt
Attn: Town Administrator
231 N. 7th St., Box 70
Silt, CO 81652
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle
Attn: Town Administrator
450 W. Main
P.O. Box 90
New Castle, CO 81647
Phone: (970) 984-2311

Notice to Parachute: Town of Parachute
Attn: Town Administrator
222 Grand Valley Way
Box 100
Parachute, CO 81635
Phone: (970) 285-7630

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

Clerk to the Board

By: _____
Chairman

Dated: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF CARBONDALE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

**CITY OF RIFLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF SILT
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF NEW CASTLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF PARACHUTE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Award RFP 2022-02P Retaining Wall to Johnson Construction Inc.
Action Requested:	Award RFP 2022-02P Retaining Wall
Department:	Parks & Recreation
Presented By:	Brian Smith
Strategic Goals:	Ensure Public Safety Protect and Preserve our Quality of Life Preserve and Improve Infrastructure
Background Info:	In 2017, the large boulder retaining wall generally located along the Rio Grande south of 8th Street just below the Orrison Distribution site, failed with several large boulders falling onto the trail. Staff surveyed and monitored the upper and lower walls to determine that there was no further movement. Funding was appropriated in 2018 and has been rolled over and used in preparation for the site work. Additionally, as part of the purchase of the City's Municipal Operations Center, RFTA contributed \$200,000 for replacement of the wall. This project will remove the remaining existing boulders and replace it with a mechanically stabilized earth (MSE) retaining wall. Staff issued a Request for Proposal (RFP 2022-02P) due on March 11, 2022 and received two qualified responses. Western Gravel Constructors submitted a proposal of \$294,083. The low bid was from Johnson Construction Inc. at \$199,475. The selection committee confirmed that the proposals met with all of the needs and that all vendors were qualified.
Issues:	NA
Fiscal Impact:	Funding covering engineering, surveying, geotech and planning and contingency has already been appropriated in existing budgets and is supplemented by \$200,000 from RFTA in the A&I Fund.
Legal Review:	NA
Staff Recommendation:	Award RFP 2022-02P Retaining Wall to Johnson Construction Inc. for \$199,475.



City of Glenwood Springs River Trail Retaining Wall Cover Page

Presented By

Western Gravel Constructors

Drew L Abbott

970-497-5680 Office

303-917-6420 Cell

drew.abbott@westerngravel.com

3001 N Townsend Ave Montrose CO 81401

BID FORM

FOR: Western Gravel Constructors LLC
(Project Name)

TO: City of Glenwood Springs
(Owner)

101 West 8th Street
(Address)

Glenwood Springs CO 81401
(City) (State) (Zip)

GENTLEMEN:

The undersigned (hereafter called the Proposer), a Limited Liability Company
(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 CTL Thompson 4/21/21, for the sum as stated in the totals for the items proposed, 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 hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 30 consecutive calendar days thereafter.

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

<u>Addendum No.</u>	<u>Dated</u>
<u>ONE</u>	<u>2/16/2022</u>
<u>TWO</u>	<u>2/16/2022</u>
<u>THREE</u>	<u>2/24/2022</u>
<u>FOUR</u>	<u>3/2/2022</u>

BID FORM (continued)

The proposal guarantee, 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:

The Contractor must submit a list of at least 3 similar projects, and three corresponding references.

The following proposed items form a part of the proposal:

DATE 3/11/2022

Signature:

If an Individual: _____ doing
business as _____

If a Partnership: _____

By _____, member of Firm

If a Corporation: LLC D L Abbot

By DREW L ABBOT

Title MANAGING MEMBER

ATTEST: _____
Secretary

(CORPORATE SEAL)

Business Address of Proposer 3001 N Townsend Ave
Montrose CO 81401

If Proposer is a corporation, supply the following information:

State in which incorporated Colorado

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
1	1	LS	Mobilization, Demobilization, and Incidentals: including, but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations (for mobilization only), soil preparations, site grading, vertical adjustments to existing utility structures or other items not individual itemized but required to effect construction, initiation, and completion of the project.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
2	0	LS	Performance and Payment Bonds:	\$0.00	\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
3	1	LS	Construction Surveying and As-built Mapping: including but not limited to: all materials, labor and equipment necessary for establishing property line and/or project control, providing construction stakes, resetting damaged property corners or control markers, and the as-built mapping of all installed improvements and for a complete project. Any encroachments on the RFTA Property to the Northwest with wall or fabric materials shall be documented with survey.		4,500.00
			zero		\$ -
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
4	1	LS	Traffic Control: including but not limited: permitting, fees, reporting, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		9,400.00
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
5	1	LS	Erosion and Sediment Control: including but not limited to: permitting, fees, reporting, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		5,200.00
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
6	1	LS	Testing of Materials and Quality Assurance: including but not limited: coordination, material sampling, field and lab testing, reporting, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		4,500.00
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
7	20	HR	Utility Locating and Potholing: including but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations, backfilling, pavement patching, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		3,900.00
			(Unit Price - Words)	(Numeric)	(Numeric)

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
8	1	LS	Clear and Grub: including but not limited to: limb removal, tree bandages, sod removal, vegetation and top soil removal, hauling, disposal, all other materials, labor and equipment necessary for a completed project	\$ -	1,980.00
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
9	1	LS	Removal of the existing rock wall: including but not limited to: removal, hauling, disposal, all other materials, labor, and equipment necessary for a completed project. Boulders will remain the property of the City and shall be hauled to the City of Glenwood Springs South Lot at 811 County Road 116.	\$ -	6,244.00
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
10	1	LS	Excavation & Earthwork: including but not limited to: excavation, removal, palleting, hauling, storage, all other materials, labor and equipment necessary for a completed project. Boulders encountered with the excavation will remain the property of the City and shall be hauled to a location for storage as identified by the Parks Department.	\$ -	11,000.00
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
11	####	SF	Installation of MSE Wall: including: shop drawings, purchasing and installation of: footer preparation, block, filter materials, underdrain system, geotextile reinforcing, structural backfill. Wall quantity is an estimate.	\$ -	152,880.00
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
12	1	LS	Protection of trail: including but not limited to: protection of trail from equipment and debris damage within any approved work areas. Contractor is responsible for documentation of the trail condition prior to mobilization. Any damages to the trail caused by the construction is the responsibility of the Contractor before contract closeout.	\$ -	7,200.00
			zero		
			(Unit Price - Words)	(Numeric)	(Numeric)
13	1	LS	Landscape Restoration: including but not limited to: temporary irrigation, permanent irrigation, 4" top soil, sod, trees, shrubs, plants, flowers, mulches, fabrics, all other materials, labor and equipment necessary for a completed project.	\$ -	8,300.00
			zero		
			(Unit Price - Words)	(Numeric)	(Numeric)
14	1	LS	Force Account (for Minor Contract Revisions): including but not limited to: furnishing, all other materials, labor and equipment necessary for a completed project.	\$5,000.00	\$ 5,000.00
			Five Thousand exactly		

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
			(Lump Sum Price - Words)	(Numeric)	(Numeric)

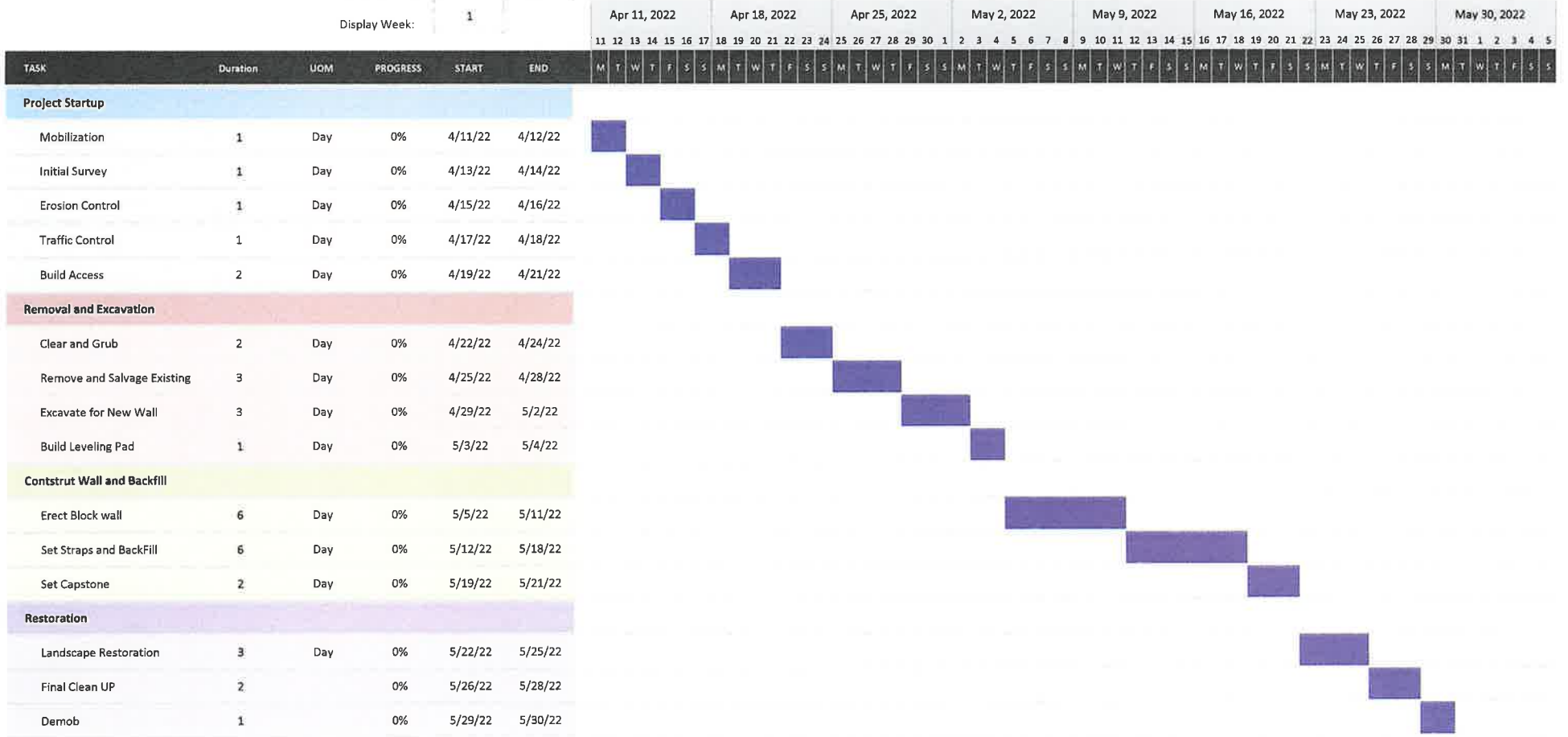
Total of All "A" Items (Complete Project): **\$** **294,083.00**

Glenwood Springs River Wall

Western Gravel Constructors
Drew Abbott

Project Start: Mon, 4/11/2022

Display Week: 1



Insert new rows ABOVE this one

City of Glenwood Springs
Addendum to Professional Services Agreement

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

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: 3/11/22

BY: 



**Request for Proposal 2022-02P
River Trail Retaining Wall**

Buyer:

**City of Glenwood Procurement Department
101 West 8th St / Glenwood Springs, CO 81601 / ryan.muse@cogs.us**

ADDENDUM # 2 ACKNOWLEDGED
DA 3/11/22



RFP 2022-02P River Trail Retaining Wall

Section I: Introduction

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his bid.

The City of Glenwood Springs uses the Rocky Mountain E-Purchasing System ("BidNet") to post solicitations and any supporting or additional information, including Addenda, Bid Sheet, and awards. Proposals must be submitted prior to close on BidNet. The City of Glenwood cannot accept a response that did not come through the right channel on time. All documents and information are available at www.bidnetdirect.com/cityofglenwoodsprings. If you require additional information regarding BidNet call Vendor Support at 800-835-4603 anytime Monday-Friday from 6:00 am to 6:00 pm Mountain Time. Bids may ONLY be submitted electronically to BidNet: www.bidnetdirect.com/cityofglenwoodsprings no later than the required time and date. If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds MUST be received prior to the bid opening date and time.

SCOPE OF PROJECT

The City of Glenwood Springs at 101 West 8th Street is requesting quotes from qualified firms and/or individuals for the River Trail Retaining Wall Construction on the east side of the River Trail, south of the 8th Street Bridge, to be completed by October 31st, 2022.

Section II: Timeline

a. **Proposal Timeline.**

TIMELINE	DATE	TIME
Pre-Proposal Walkthrough	FEBRUARY 16 & 23	1:00 p.m.
Questions and Clarifications Due	FEBRUARY 28	2:00 p.m.
Addendum and Submittal Sheet Posted to BidNet	MARCH 2	2:00 p.m.
Request for Proposals (RFP) Due http://www.bidnetdirect.com/cityofglenwoodsprings	MARCH 11	2:00 p.m.
Candidate Interview (if necessary – save the date)	TBD	
Target Award Date (Subject to Change)	MARCH 18	2:00 p.m.



RFP 2022-02P River Trail Retaining Wall

Section III: Instructions to Submitters

- a. Walkthroughs that are mandatory must have your firm name on the official sign-in sheet distributed at the walkthrough to be eligible to bid. A second walkthrough was added due to a snowstorm. If you attended the first one, it is not necessary for you to come to the second. This process is expected to be competitive with numerous vendors participating. The City of Glenwood Springs endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- b. Please upload your submittal to BidNet in one single PDF file.
- 1) Cover sheet.
 - 2) Submittal form.
 - 3) RFP bid schedule.
 - i. All materials from the current retaining wall will remain the property of the City of Glenwood Springs. Separate line item will be required for removal and hauling to storage yard.
 - 4) Submit a schedule for project; to include mobilization, preparation, construction, staging needs, and final walk through.
 - 5) Addendum to professional services.
 - 6) Issued addenda.
 - 7) A list of three (3) references for similar projects.
 - 8) Provide product submittals and labor/materials.
 - 9) All warranty information.
 - 10) Any exceptions taken to the specifications and scope of work.
- c. There will be a pre-proposal meeting hosted by the City for contractors and subs on February 16 at 1:00 p.m. Due to a snowstorm, there will be an additional walkthrough on February 23 at 1:00 p.m. If you attended the first walkthrough, you are not required to attend the second. The location is 101 W. 8th Street, Glenwood Springs, CO 81601. We will gather in Council Chambers and then walk to the location. This meeting is mandatory so that all contractors and subs have access to the same information, and no-one needs to interpret existing conditions or make assumptions about City needs.
- d. Before submitting a proposal please (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize yourself with local conditions that may in any manner affect performance of the work, (c) familiarize yourself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (d) carefully correlate your observations with the requirements of the Contract Documents.
- e. Questions regarding this RFP should be submitted to bidresponse@cogs.us. All such addenda issued by The City of Glenwood Springs prior to the time that proposals are received shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted at BidNet.
- f. Once you've uploaded your response to BidNet per the instructions in this document the RFP will be governed by the established timeline. The City of Glenwood cannot see who or how many responses have been submitted to BidNet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if BidNet accepts the document.



RFP 2022-02P River Trail Retaining Wall

- g. The Bidder shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined in Section V: If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- h. The City of Glenwood Springs makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the City's best interest.
- i. Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- j. Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Scope of Work

Contractor Pre-Construction Work:

1. Some staging can be accommodated onsite. Permitted staging area will be negotiated between the City and the contractor.
2. Contractor is responsible for all necessary traffic control for deliveries, trash containers, trash clean up onsite daily, portable toilets and any other items necessary for the completion of the project as a whole.

Construction:

1. See attached plans and specifications.
2. Any changes to the material type will be subject to review by the City of Glenwood Springs and Roaring Fork Transit Authority (RFTA).

Section V: Insurance Requirements

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:



RFP 2022-02P River Trail Retaining Wall

Combined single limit:..... \$ 1,000,000
Any auto (or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City
Primary & non-contributory
Auto pollution liability..... (IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor
shall possess Garage Liability Insurance, covering premises, auto and completed operations)
Name the City as "Additional Insured"

Pollution Liability:

Policy form: Occurrence
(if not, claims-made retro date must predate our contract or date of service)
Per claim or occurrence limit..... \$ 1,000,000

Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the City Per location / per job aggregate limit
Defense in excess of limits
Designated Location or Operation must be shown as per your contract for the City
Name the City as "Additional Insured"

Umbrella:

Policy form: Occurrence - Umbrella
Each occurrence or claim limit: \$ 1,000,000
Excess commercial general liability
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability
Excess professional liability (if you provide professional services)
Excess pollution liability (if any pollution exposure exists)
Excess employer's liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)
Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits: per Colorado Statute
Employers' liability – limit per accident \$ 100,000
Employers' liability – limit per disease 100,000
Employers' liability – disease aggregate 500,000
All owners/officers who will be on City property or job site must be covered
Show Waiver of Subrogation in favor of the City
Coverage must apply to workers in Colorado

Insurance companies providing the coverage's specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.



RFP 2022-02P River Trail Retaining Wall

Section VI: Selection Criteria

In evaluating Proposals, the City shall consider the qualifications of the Submitters, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the Proposal forms. The City may consider the qualifications and experience of sub-contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of sub-contractors and other persons and organizations must be submitted as specified in the Supplementary Conditions. S/He may conduct such investigations as s/he deems necessary to establish the responsibility, qualifications, and financial ability of the Proposers, proposed sub-contractors and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. The City reserves the right to reject the Proposal of any firm that does not pass any such evaluation to the City's satisfaction.

Section VII: RFP Terms & Conditions

Schedule

At the pre-construction meeting, the notice to proceed will be issued. The contractor shall submit a schedule showing the order in which the contractor proposes to carry on the work including the estimated number of working days elapsed, when the several parts are to begin, and the estimated number of calendar days required to complete the several parts. said schedule shall be subject to the approval of the city. Should the city be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the city may demand that the contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to assure proper and timely execution.

Discussions/Negotiations

The City of Glenwood Springs reserves the right to contact any Bidder for clarification of information submitted; The City reserves the right to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Director of Purchasing & Contracts.

Indemnification

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

Bond

The successful contractor may be required to provide a performance bond and payment bond, equal to 100% of the contract amount. If required, the performance bond shall remain in full force and effect through the guarantee period.



RFP 2022-02P River Trail Retaining Wall Illegal Aliens

By submitting a proposal, a Bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Section VIII: Warranties, Representations and Acknowledgements of Bidder

- a. By submitting a proposal, Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between the City of Glenwood and Bidder.
- b. By submitting a proposal, Bidder offers and agrees to furnish to the City of Glenwood with the products and/or services described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- c. By submitting a proposal, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that the City of Glenwood will rely on such statements, information, and representations in selecting the successful Bidder. If selected by the City as the successful Bidder, Bidder will notify the City immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- d. By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

River Trail Retaining Wall
2022-02P
Mandatory Walk Through

Name	Firm Name	Phone	Email
PLEASE PRINT			
1 CHRIS HUTTO	GROUND ENG	970-524-0720	chris.hutto@groundeng.com
2 Michael Johnson	Johnson Const	970-625-2251	Mike@johnsoninc.com
3 Scott Richards	YEH	970-234-0378	SRichards@yeh-eng.com
4 Sharon Shanks	YEH	970-640-6276	shanks@yeh-eng.com
5 Thad Bingham	W.G.C.	970-712-2846	thad.bingham@westragravel.com
6 Chuck Leavitt	Hep Construction	970-379-6088	cleavitt@hepl.com
7 Evan Shintaku	Gould Construction	720-537-1384	eshintaku@goaldconstruction.com
8			
9			
10			
11			
12			
13			
14			
15			
16			

ADDENDUM
Acknowledged
3/1/22
Jax

River Trail Retaining Wall
2022-02P
Mandatory Walk Through

	Name	Firm Name	Phone	Email
	PLEASE PRINT			
1	Williams CDi	Stevan	720 447 9229	Steve Wadley - 503 325-0044
2				
3				
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River Trail RFP Addendum 1

1. Excavation is included in under two line items. Please clarify.

Excavation is listed under the mobilization line item. This is excavation related to mobilization only, such as grading for a staging area. This is clarified in the amended bid schedule. **See Revised Bid Schedule Item 3 and 10.**

2. Who is responsible for the Traffic Control Plan and Traffic Control during construction?

Contractor is responsible. **See Revised Bid Schedule Item 4.** The River Trail shall be closed within the work area and a pedestrian detour facilitated from either 12th Street or 14th Street to 8th Street. Since there are no sidewalks on 12th Street, the contractor is responsible for creating a protected pedestrian lane within the roadway section if the detour is proposed in there. A flagger must be provided (when necessary for project work) during working hours.

3. Will a Survey of the wall below the River Trail be required?

No.

4. Will survey work be required for construction?

Contractor shall provide any necessary survey work during construction. **See Revised Bid Schedule Item**

5. Where will the Construction access be located?

Access will be allowed at 12th Street. The trail may be closed from 8th Street to 12th Street during work hours, as necessary for safe operations. The trail must be opened to the GSES access (closed from 8th to GSES) at all other times when there is not active work on the trail. While the City was not able to secure access across the RFTA lot being leased by Holmes Excavation above the trail or the Baptist Church property, the contractor may be able to negotiate access contact across their property. Any negotiations and agreements would be the responsibility of the contractor.

6. Where will the Pedestrian detour access points be?

For the South side access will be at either 12th Street if protected pedestrian access is accommodated for or 14th Street. For the North side access will be at the 8th Street Trailhead on the north side of 8th Street.

7. Material storage location?

City of Glenwood Springs South Lot 811 County Road 116. **See Revised Bid Schedule Item 9.**

8. Where will construction staging be allowed?

Some construction staging can be completed within the grassy triangle adjacent to the path north of the wall repair and south of the Baptist Church fence line. Additional staging could be facilitated in the 7th Street Parking Lot.

9. What type of Trail protection must be in place?

ADDENDUM # 4
ACKNOWLEDGED
DUA 5/11/22

Vehicles & Equipment must not exceed the H5 weight limits. Additional loading may be considered if an analysis is completed to verify loading will not negatively impact the wall below the trail or additional protections can be made.

The trail surface must also be protected from damage during construction. **See Revised Bid Schedule Item 12.**

10. Notification of abandoned/closed septic system on the Upper Property. Is more information available?

The City of Glenwood Springs has been notified that the former system was decommissioned during the de-construction of the building on the property above.

11. Can we access the project from above the retaining wall? (excavating, loading trucks, setting blocks, etc.) Is RFTA willing to allow us to work from their property?

See answer to question 5 above.

12. The bid docs on sheet 6 talk about bonding may be required. Is that a will be required or will not be required?

No bonding is required.

13. Stratagrid is spec on the plans, are you willing to accept an equivalent material in its place?

Acceptable/equivalent alternatives may be submitted for review and approval.

WESTERN GRAVEL CONSTRUCTORS

3001 N Townsend Ave
Montrose, CO 81401
970-497-5680
Drew.abbott@westerngravel.com

REFERENCES

Raelene Shelley

Resident Engineer
Colorado Department of Transportation
Montrose CO 81401
970-596-1554

Project

Delta Pedestrian Phase 1, Delta Pedestrian Phase 2, Cedaredge
Beautification

Cody Tusing

City Engineer
City of Gunnison
Gunnison CO
970-641-8334

Project

US50 Safety Improvements

Lindsey Stout

Project Engineer
Construction Solutions USA, LLC
1452 Halsey Way Suite 100
Carrollton, TX 75007
214-881-7835

Project

Grants NM Aaron's Parking Lot Block Wall

STRATAGRID® is a geogrid reinforcement for soil. These high performance geogrids are constructed of high molecular weight and high tenacity polyester yarns utilizing a complex knitting process and polymerlc coating to provide superior engineering properties. STRATAGRID is engineered to be mechanically and chemically durable, in both the harsh construction installation phase and in aggressive soil environments (pH range from 3 - 9).

Design Properties		Microgrid ^(1,2)									
Ultimate and Creep Limited Tensile Strengths		SG150 ⁽¹⁾	SG200	SG350	SG500	SG550	SG650	SG700	SG1200	SG1300	SG1400
Ultimate Strength ⁽³⁾ (MD)	ASTM D 6637 Method A Single-Rib	Pounds / Foot (kiloneutons / meter)	2,000 (29.2)	1,875 (27.4)	3,600 (52.5)	5,000 (73.0)	8,150 (118.9)	10,000 (145.9)	11,800 (172.2)	13,704 (200.0)	20,558 (300.0)
Creep Limited Strength	ASTM D 5262 D 6992	Pounds / Foot (kiloneutons / meter)	1,149 (16.8)	1,136 (16.6)	2,323 (33.9)	3,226 (47.1)	5,258 (76.7)	6,452 (94.0)	7,613 (111.1)	8,841 (129.0)	13,262 (199.5)
											17,683 (258.0)

Long-term Design Strength (LTDS or T _{al}) ⁽⁴⁾											
Sands, Silt & Clay	Pounds / Foot (kiloneutons / meter)	871 (12.7)	939 (13.7)	1,919 (28.0)	2,666 (38.9)	3,412 (49.8)	4,348 (63.4)	5,332 (77.8)	6,292 (91.8)	7,307 (106.6)	10,860 (159.9)
											14,614 (213.2)

Physical Properties											
Roll Dimensions ⁽⁵⁾	Roll Size A (Width x Length)	Feet (meters)	8 x 225 (2.44 x 68.6)	6 x 150 (1.83 x 45.7)	6 x 300 (1.83 x 91.4)	6 x 300 (1.83 x 91.4)	6 x 300 (1.83 x 91.4)	6 x 300 (1.83 x 91.4)	6 x 300 (1.83 x 91.4)	12.5 x 300 (3.8 x 91.4)	12.5 x 300 (3.8 x 91.4)
	Roll Size B (Width x Length)	Feet (meters)	—	12 x 150 (3.66 x 45.7)	12 x 225 (3.66 x 68.6)	12 x 225 (3.66 x 68.6)	12 x 225 (3.66 x 68.6)	12 x 225 (3.66 x 68.6)	12 x 225 (3.66 x 68.6)	12.5 x 200 (3.8 x 61)	12.5 x 200 (3.8 x 61)
	Area (square meters)	Square Yards (square meters)	200 (167.2)	100/200 (83.6/167.2)	200/300 (167.2/250.8)	200/300 (167.2/250.8)	200/300 (167.2/250.8)	200/300 (167.2/250.8)	200/300 (167.2/250.8)	416.6/277.7 (347.3/231.8)	416.6/277.7 (347.3/231.8)
Product Weight ⁽⁶⁾	Ounces / Square Yard (grams / square meter)		5.0 (169.5)	5.3 (179.7)	6.7 (227.2)	7.1 (240.7)	10.5 (356.0)	12.0 (406.9)	12.7 (430.6)	18.0 (610.3)	25.6 (869.0)
	Pounds (kilograms)		65 (29.5)	45 (20.4)	90 (40.9)	100 (45.4)	140 (63.6)	155 (70.3)	175 (81.6)	480 (218.2)	682 (310.0)
Weight per Roll ⁽⁶⁾	Roll Size A (Width x Length)	Pounds (kilograms)	—	95 (43.2)	140 (63.6)	155 (70.4)	215 (97.7)	237 (407.7)	267 (121.4)	315 (142.9)	450 (204.1)
	Roll Size B (Width x Length)	Pounds (kilograms)	—	—	—	—	—	—	—	—	—

Molecular Properties		Test Method		Unit		Spec	
Molecular Weight (min)	Item	GRI GG8		grams / mole		25,000	
Carboxyl End Group (CEG) Count (max)		GRI GG7		millequivalent / kilogram		30	

1. Denotes both machine and cross-machine direction strength (Biaxial Strength)
2. Microgrid ultimate tensile strength determined in accordance with ASTM D 4595
3. Based on Minimum Average Roll Values for machine direction unless otherwise noted.
4. LTDS or T_{al} = T_{ult} / (RFcreep x RFInstallation damage x RFDurability) for sand, silt and clay soil Dmax ≤ 25mm, D₅₀ < 0.2mm. Installation damage factor for other soils available upon request.
5. Special order roll sizes are available for SG product styles, 12-ft widths and/or custom roll lengths.
6. Roll Weights are average values including shipping cores. Actual roll weights may vary.

This product specification supersedes all prior specifications for the products described and is not applicable to any products shipped prior to January 1, 2014. This information has been carefully compiled by Strata Systems, Inc., and to the best of our knowledge is accurate. Final determination of the suitability of any information or material is the sole responsibility of the user. Structural design shall be performed by a licensed design professional.



1831 North Park Avenue
Burlington, NC 27217
1-800-680-7750
strata@geogrid.com
www.geogrid.com


allanblock.com

The Allan Block Collections offer a variety of sizes, weights, setbacks, and finishes to meet differing aesthetic and performance needs. Refer to the chart below or to our website - allanblock.com to help make the right choice for your project.

Table 1.1

		Name	Setback	Coverage	Weight	Approximate Dimensions
AB[®] COLLECTION		AB Stones <i>Best Single Block Choice</i>	12°	1 sq ft approx. 11 blk per m ²	75 lbs 34 kg	8 in H x 12 in D x 18 in L 200mm H x 300mm D x 460mm L
		AB Rocks	6°	1 sq ft approx. 11 blk per m ²	75 lbs 34 kg	8 in H x 12 in D x 18 in L 200mm H x 300mm D x 460mm L
		AB Vertical	3°	1 sq ft approx. 11 blk per m ²	75 lbs 34 kg	8 in H x 12 in D x 18 in L 200mm H x 300mm D x 460mm L
		AB Classic	6°	1 sq ft approx. 11 blk per m ²	75 lbs 34 kg	8 in H x 12 in D x 18 in L 200mm H x 300mm D x 460mm L
		AB Jumbo Jr	6°	0.5 sq ft approx. 22 blk per m ²	35 lbs 16 kg	8 in H x 9.5 in D x 9 in L 200mm H x 240mm D x 230mm L
		AB Lite Stone	6°	0.5 sq ft approx. 22 blk per m ²	35 lbs 16 kg	4 in H x 12 in D x 18 in L 100mm H x 300mm D x 460mm L
		AB Junior Lite	6°	0.25 sq ft approx. 44 blk per m ²	18 lbs 8 kg	4 in H x 12 in D x 9 in L 100mm H x 300mm D x 230mm
AB EUROPA[®] COLLECTION		AB Dover	6°	1 sq ft approx. 11 blk per m ²	80 lbs 36 kg	8 in H x 10.5 in D x 18 in L 200mm H x 265mm D x 460mm L
		AB Palermo	6°	0.5 sq ft approx. 22 blk per m ²	35 lbs 16 kg	8 in H x 9.5 in D x 9 in L 200mm H x 240mm D x 230mm L
		AB Barcelona	6°	0.5 sq ft approx. 22 blk per m ²	40 lbs 18 kg	4 in H x 10.5 in D x 18 in L 100mm H x 265mm D x 460mm L
		AB Bordeaux	6°	0.25 sq ft approx. 44 blk per m ²	20 lbs 9 kg	4 in H x 10.5 in D x 9 in L 100mm H x 265mm D x 230mm L
AB AZTEC[™] COLLECTION		AB Aztec Classic	6°	1 sq ft approx. 12 blk per m ²	75 lbs 34 kg	8 in H x 10.5 in D x 18 in L 200mm H x 265mm D x 460mm L
		AB Aztec Junior	6°	0.5 sq ft approx. 22 blk per m ²	35 lbs 16 kg	8 in H x 9.5 in D x 9 in L 200mm H x 240mm D x 230mm L
		AB Aztec Lite Stone	6°	0.5 sq ft approx. 22 blk per m ²	35 lbs 16 kg	4 in H x 10.5 in D x 18 in L 100mm H x 265mm D x 460mm L
		AB Aztec Junior Lite	6°	0.25 sq ft approx. 44 blk per m ²	18 lbs 8 kg	4 in H x 10.5 in D x 9 in L 100mm H x 265mm D x 230mm L
AB FIELDSTONE[®] COLLECTION		812 facing unit with SAU (SAU - short anchoring unit)	6°	0.7 sq ft approx. 16 blk per m ²	60 lbs 30 kg	8 in H x 13 in D x 12 in L 200mm H x 330mm D x 300mm L
		812 facing unit with LAU (LAU - long anchoring unit)	6°	0.7 sq ft approx. 16 blk per m ²	90 lbs 40 kg	8 in H x 23 in D x 12 in L 200mm H x 585mm D x 300mm L
		824 facing unit with SAU	6°	1.3 sq ft approx. 8 blk per m ²	125 lbs 55 kg	8 in H x 13 in D x 24 in L 200mm H x 330mm D x 600mm L
		824 facing unit with LAU	6°	1.3 sq ft approx. 8 blk per m ²	185 lbs 85 kg	8 in H x 23 in D x 24 in L 200mm H x 585mm D x 600mm L
		818 facing unit with SAU	6°	1.3 sq ft approx. 8 blk per m ²	95 lbs 45 kg	8 in H x 13 in D x 18 in L 200mm H x 330mm D x 460mm L
		818 facing unit with LAU	6°	1.3 sq ft approx. 8 blk per m ²	140 lbs 65 kg	8 in H x 23 in D x 18 in L 200mm H x 585mm D x 460mm L

Actual dimensions, weights and setbacks will vary by manufacturer. Check with your local Allan Block manufacturer for exact specifications and color availability. Caps and corner blocks are also available for each of the collections.



Johnson Construction Inc

124 W 2nd Street

Rifle, CO 81650

Proposal for
River Trail Wall:

City of Glenwood Springs

Attn: Ryan Muse

Glenwood Town Hall

101 W 8th Street

Glenwood Springs, CO 81601

Ryan.muse@cogs.us

River Trail Retaining Wall

Proposal Dead Line

March 11, 2022

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
8	1	LS	Clear and Grub: including but not limited to: limb removal, tree bandages, sod removal, vegetation and top soil removal, hauling, disposal, all other materials, labor and equipment necessary for a completed project. <i>Eight THOUSAND one hundred DOLLARS</i> (Lump Sum Price - Words)	<i>8,100</i> (Numeric)	\$ - <i>8,100</i> (Numeric)
9	1	LS	Removal of the existing rock wall: including but not limited to: removal, hauling, disposal, all other materials, labor, and equipment necessary for a completed project. Boulders will remain the property of the City and shall be hauled to the City of Glenwood Springs South Lot at 811 County Road 116. <i>THIRTEEN THOUSAND FIVE HUNDRED DOLLARS</i> (Lump Sum Price - Words)	<i>13,500</i> (Numeric)	\$ - <i>13,500</i> (Numeric)
10	1	LS	Excavation & Earthwork: including but not limited to: excavation, removal, palleting, hauling, storage, all other materials, labor and equipment necessary for a completed project. Boulders encountered with the excavation will remain the property of the City and shall be hauled to a location for storage as identified by the Parks Department. <i>TWENTY FIVE THOUSAND DOLLARS</i> (Lump Sum Price - Words)	<i>25,000</i> (Numeric)	\$ - <i>25,000</i> (Numeric)
11	1540	SF	Installation of MSE Wall: including: shop drawings, purchasing and installation of: footer preparation, block, filter materials, underdrain system, geotextile reinforcing, structural backfill. Wall quantity is an estimate. <i>Sixty eight DOLLARS</i> (Lump Sum Price - Words)	<i>68⁰⁰</i> (Numeric)	\$ - <i>104,720</i> (Numeric)
12	1	LS	Protection of trail: including but not limited to: protection of trail from equipment and debris damage within any approved work areas. Contractor is responsible for documentation of the trail condition prior to mobilization. Any damages to the trail caused by the construction is the responsibility of the Contractor before contract closeout. <i>Six THOUSAND eight hundred DOLLARS</i> (Unit Price - Words)	<i>6,800</i> (Numeric)	\$ - <i>6,800</i> (Numeric)
13	1	LS	Landscape Restoration: including but not limited to: temporary irrigation, permanent irrigation, 4" top soil, sod, trees, shrubs, plants, flowers, mulches, fabrics, all other materials, labor and equipment necessary for a completed project. <i>ONE THOUSAND DOLLARS</i> (Unit Price - Words)	<i>1,000</i> (Numeric)	\$ - <i>1,000</i> (Numeric)
14	1	LS	Force Account (for Minor Contract Revisions): including but not limited to: furnishing, all other materials, labor and equipment necessary for a completed project. Five Thousand exactly	\$5,000.00	\$ 5,000.00

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
1	1	LS	Mobilization, Demobilization, and Incidentals: including, but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations (for mobilization only), soil preparations, site grading, vertical adjustments to existing utility structures or other items not individual itemized but required to effect construction, initiation, and completion of the project. <u>FIFTEEN THOUSAND DOLLARS</u> (Lump Sum Price - Words)	<u>15,000</u> (Numeric)	<u>15,000</u> (Numeric)
2	0	LS	Performance and Payment Bonds: zero (Lump Sum Price - Words)	\$0.00 (Numeric)	\$ (Numeric)
3	1	LS	Construction Surveying and As-built Mapping: including but not limited to: all materials, labor and equipment necessary for establishing property line and/or project control, providing construction stakes, resetting damaged property corners or control markers, and the as-built mapping of all installed improvements and for a complete project. Any encroachments on the RFTA Property to the Northwest with wall or fabric materials shall be documented with survey. <u>FIVE THOUSAND TWO HUNDRED DOLLARS</u> (Lump Sum Price - Words)	<u>5,200</u> (Numeric)	<u>\$ 5,200</u> (Numeric)
4	1	LS	Traffic Control: including but not limited: permitting, fees, reporting, all other materials, labor and equipment necessary for a completed project. <u>TWO THOUSAND FIVE HUNDRED DOLLARS</u> (Lump Sum Price - Words)	<u>2,500</u> (Numeric)	<u>\$ 2,500</u> (Numeric)
5	1	LS	Erosion and Sediment Control: including but not limited to: permitting, fees, reporting, all other materials, labor and equipment necessary for a completed project. <u>FOUR THOUSAND DOLLARS</u> (Lump Sum Price - Words)	<u>4,000</u> (Numeric)	<u>\$ 4,000</u> (Numeric)
6	1	LS	Testing of Materials and Quality Assurance: including but not limited: coordination, material sampling, field and lab testing, reporting, all other materials, labor and equipment necessary for a completed project. <u>FIVE THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS</u> (Lump Sum Price - Words)	<u>5,655</u> (Numeric)	<u>\$ 5,655</u> (Numeric)
7	20	HR	Utility Locating and Potholing: including but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations, backfilling, pavement patching, all other materials, labor and equipment necessary for a completed project. <u>ONE HUNDRED FIFTY DOLLARS</u> (Unit Price - Words)	<u>150</u> (Numeric)	<u>\$ 3,000</u> (Numeric)

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
			(Lump Sum Price - Words)	(Numeric)	(Numeric)

Total of All "A" Items (Complete Project): \$ 199,475⁰⁰

One hundred ninety nine THOUSAND Four hundred
Seventy five Dollars.



**Prime Contractor Specializing in Infrastructure, Road Building, Turn Key Projects,
Reclamation, Underground, and Water Rehabilitation.**

Johnson Construction Inc. is a local family owned company with 79 years of experience in all aspects of earthwork. Our local employee pool and knowledgeable staff is what makes Johnson Construction a quality contractor. We are able to manage all aspects of projects in varying size and scope in both the public and private sectors, while being able to meet the required time line and budget. Our well-maintained fleet of updated machinery consists of dozers, excavators, blades, backhoes, loaders, and the experienced personnel to capably handle all project needs.

Contact Information:

Johnson Construction Inc.
124 W 2nd Street
PO BOX 1640
Rifle, CO 81650
mike@johnconinc.com
970-625-2251 main
970-625-0280 fax
Web Site www.johnconinc.com

Johnson Construction Inc. Project List

- | | |
|---|---|
| <p>➤ Roaring Fork Pump Station
JCI Team – Troy Rippy, Michael McFarland
Project March 2022 - Present</p> <ul style="list-style-type: none">• Install 3000 feet of 24” DIP• Build a service vault• Upgrade pump vaults and structures at the pump station• Pavement Patching• Seeding/Restoration | <p>Matt Langhorst
(970)-384-6435
Contract Amount \$ 3,100,000</p> |
| <p>➤ 8th Street Improvements
JCI Team – Troy Rippy, Michael McFarland
Project April 2022 – Present</p> <ul style="list-style-type: none">• Remove and install concrete streets | <p>Kevin Schorzman
(970) 618-2545
Contract Amount \$ 650,000.00</p> |

- Remove and install curb, gutter and sidewalks
 - Install Storm Drain system
- **Rifle Gap Beach Road Repairs** Eric Blake
 JCI Team – Chance Mackey, Shane Snyder (970) 640-2807
 Project January 2022 – March 2022 Contract Amount \$ 360,000.00
- Install Redi-Rock Block Wall
 - Install Drainage for roadway
 - Repair road
 - Stain block wall
- **Western Slope Materials (MSHA)** Sean Mello
 JCI Team – Troy Rippey, Michael McFarland (970)-963-3973
 Project Various Time of Year Contract Amount \$ 1,712,000
- Mass Earthwork 200,000 CY +
 - Stripping of Overburden
 - Excavate and Stockpile Crushable Materials
- **Pitkin County Landfill Expansion** Tyler Carvell
 JCI Team – Chance Mackey, Jake Shilling (970)-429-3364
 Project June 2021-December 2021 Contract Amount \$ 2,300,000
- Mass Excavation 86,000 CY
 - Clay Liner
 - Multi-Layer Liner System 680,000 SF
 - Leachate Collection & Pumping system
 - Protective Cover
 - Rock Excavation
- **DeBeque Pasture Reclaim** Curtis Conklin
 JCI Team – Chance Mackey, JD Allmon (970)-625-1213
 Project October 2021-December 2021 Contract Amount \$ 450,000
- Mass Excavation & Export
 - Import and Backfill
 - Revegetation
 - Fencing
- **Swinging Bridge Water Line** Catherine Christoff
 JCI Team – Troy Rippey, Shane Snyder (970)-618-9597
 Project June 2021- November 2021 Contract Amount \$ 800,000
- New Water Main
 - New Water Services
 - Earthwork
 - Concrete and Paving Removal
 - Prep for concrete and paving
 - Curb & Gutter

- HBP Paving
- **Carbondale Sewer Line**
 JCI Team – Chance Mackey, Casey Jones
 Project May 2021 – July 2021
 • New Sewer Main
 • New Sewer Services
 • Earthwork
 • Prep for concrete and paving
 • Curb & Gutter
 • HBP Paving
 Kevin Schorzman
 (970)-618-2545
 Contract Amount \$ 430,000
- **Snowmass Building 11 (Haselden)**
 JCI Team – Chance Mackey, Casey Jones
 Project April 2021-Present
 • Building Excavation/Soil Nail Prep
 • Building earthwork screen and place
 • Site Utilities
 • Storm Drainage
 • Prep for concrete/paving
 • Backfill underground parking garage
 • Install Earth tube system
 • Over excavation and structural fill placement
 Brandon Hern
 (303)-728-3734
 Contract Amount \$ 1,812,000
- **The Village Lot 2**
 JCI Team – Troy Rippy, Rodney Long
 Project Nov 2021-Present
 • Site Earthwork
 • Site Utilities
 • Storm Drainage
 • Prep for concrete/paving
 • Concrete Placement
 • Asphalt Paving
 Yancy Nichol
 (970) 701-0311
 Contract Amount \$ 1,450,000
- **The Village Phase 1**
 JCI Team – Troy Rippy, Michael McFarland
 Project February 2021-Present
 • Install Water/Sewer to Site
 • Install New Irrigation pump system
 • Earthwork
 • Site Utilities
 Yancy Nichol
 (970) 701-0311
 Contract Amount \$ 775,700
- **CDOT Hwy 133 Rock Fall (Geovert)**
 JCI Team – Troy Rippy, Rodney Long

Project June 2021-Present

Contract Amount \$ 840,000

- Large Redi Rock Wall 16,770 SF
- Structure excavation
- Geogrid Reinforcement

➤ **Emergent #2**

JCI Team – Troy Rippey, JD Allmon

James Brinkerhoff
(303) 601-6992

Project November 2020-Present

Contract Amount \$190,000

- Earthwork/Embankment Fill
- Building excavation & Backfill
- Water
- Sewer
- Road/Parking Prep

➤ **Basalt Medical Office (Haselden)**

JCI Team – Chance Mackey, Casey Jones

Project September 2020-Present

Contract Amount \$ 500,000

- Building Excavation/Soil Nail Prep
- Site Utilities
- Storm Drainage
- Prep for concrete/paving
- Backfill underground parking garage

➤ **Silt Round-A-Bout**

JCI Team – Troy Rippey, Michael McFarland

Yancy Nichol
(970) 701-0311

Project August 2020-Present

Contract Amount \$1,400,000

- Earthwork/Embankment Fill
- Detour on Hwy 6
- Storm Drainage
- Paving
- Concrete
- Pedestrian Items

➤ **Spring Born Farms (Musick Built)**

JCI Team – Troy Rippey, JD Allmond

Ian Musick
(720) 620-1177

Project April 2020-Present

Contract Amount \$1,150,000

- Earthwork/Embankment Fill
- Large Underground Storage Tank
- Water system
- Sewer ISDS System
- Road/Parking Prep

- **RFTA AMF Fuel Replacement**
 JCI Team – Troy Rippy, Casey Jones
 Project April 2020-November 2020
 • Removal of structures
 • Removal of underground tanks
 • Install new fuel system
 • Temp fuel station
 • New fuel canopy
 • Concrete and paving
- Nick Senn
 (970) 384-4862
 Contract Amount \$2,775,000
- **Rifle Retail Ventures Phase 2**
 JCI Team – Rob Bercher, Troy Rippy
 Project February 2020-April 2020
 • Mass Earthwork
 • Water & Sewer Mainline
 • Paving
 • Concrete
 • Signage
 • Drainage
- Nick Vollman
 (614) 207-7417
 Contract Amount \$250,000
- **Haymeadow Filing 1**
 JCI Team – Rob Bercher, Troy Rippy, Chance Mackey
 Project April 2019-August 2020
 • Mass Earthwork
 • Water & Sewer Mainline w/ Services
 • Construction of Trail
 • Landscaping and Drainage Installation
 • Paving
 • Concrete
 • Round-about construction
 • Storm Drain
 • Shallow Utilities
- Michael Hood
 (970) 331-4492
 Contract Amount \$7,900,000
- **City of Rifle Waterline 2019**
 JCI Team- Michael Johnson, Troy Rippy
 Project May 2019-January 2020
 • Trenching
 • Waterline placement
 • Concrete and asphalt prep
 • 24” Water main
 • Curb & Gutter
 • CDOT Paving
 • Bore under Rail Road
- Craig Spaulding
 (970) 665-6556
 Contract Amount \$2,600,000
- **Golden Gate C-Store**
- Jacob Park

JCI Team – Michael Johnson, Rob Bercher
Project July 2019-December 2019

(208) 244-4594
Contract Amount \$1,900,000

- Trenching
- Waterline placement
- Concrete and asphalt prep
- Paving
- Curb & Gutter
- Fuel Tank Excavation
- Dewatering
- Building Excavation
- Storm Drain
- CDOT Widening

➤ **Promontory**

JCI – Team Rob Bercher, Troy Rippy
Project March 2019-June 2019

AEI Naperplace LLC
(760) 207-9080
Contract Amount \$460,000

- Install Water & Sewer Services
- Paving
- Concrete

➤ **North Pastures Phase 6**

JCI Team – Michael Johnson
Project October 2018-June 2019

Savage Land Company
(970) 625-1470
Contract Amount \$600,000

- Install Water & Sewer Mains
- Construction of new sub-division
- Earthwork
- Paving
- Concrete

➤ **Redstone Coke Ovens Phase 2**

JCI Team – Troy Rippy, Chance Mackey
Project October 2018-June 2019

Pitkin County
(970) 920-5291
Contract Amount \$530,000

- Removal and Replacement of Warf Wall
- Construction of Trail
- Landscaping and Drainage Installation

➤ **Dollar General-Battlement Mesa**

JCI Team - Troy Rippy, Rob Bercher
Project Jan 2019-June 2019

AlTech Inc
(903) 832-7096
Contract Amount \$360,000

- Excavation and Subgrade Placement
- Utility Trenching
- Utility Placement
- Building Excavation
- Import Fill
- Storm Drain

- **City of Rifle Waterline Replacement**
 JCI Team – Rob Bercher
 Project August 2018-September 2018
 • Trenching
 • Waterline placement
 • Concrete and asphalt prep
 • Paving
 • Curb & Gutter
- Brian Prunty
 (970) 665-6554
 Contract Amount \$739,000
- **Town of Palisade Waterline Extension Cameo**
 JCI Team – Rob Bercher, Troy Rippy
 Project July 2018 – August 2018
 • Earthwork
 • Concrete Prep
 • Shelter Construction
 • Water line placement
- Dave Kotz
 (970) 379-9792
 Contract Amount \$200,000
- **Carbondale - Snowmass Trail**
 JCI Team – Michael Johnson
 Project June 2018 – August 2018
 • Earthwork
 • Concrete Prep
 • Retaining Wall Construction 1950 SF
 • Dry Well
 • Paving
 • Utility Conduits
- Kevin Schorzman
 (970)510-1217
 Contract Amount \$400,000
- **New Castle 4th & 5th street upgrades**
 JCI Team – Michael Johnson
 Project June 2018 – July 2018
 • Earthwork
 • Concrete Prep
 • Concrete Placement
 • Paving
 • Water line placement
- John Wenzel
 (970)989-0002
 Contract Amount \$250,000
- **Cameo Shooting Range – Colorado Parks and Wildlife**
 JCI Team – Rob Bercher, Troy Rippy
 Project March 2018 – August 2018
 • Earthwork
 • Concrete Prep
 • Shelter Construction
 • Water line placement
 • Utility line placement
- Gene Potter
 (303)291-7315
 Contract Amount \$2,100,000

- | | |
|---|---|
| <p>➤ Lakota Ridge Senior Apartments
 JCI Team – Rob Bercher, Troy Rippy
 Project August 2017 – September 2018</p> <ul style="list-style-type: none"> • Infrastructure placement • Water line • Sewer line • Concrete Prep • Storm Drainage | <p>Taylor Khors
 (303) 928-1834
 Contract Amount \$1,200,000</p> |
| <p>➤ RRV Subdivision Phase 1

 Project March 2018 – September 2018</p> <ul style="list-style-type: none"> • Street Construction • Concrete • Asphalt Paving • Concrete Sidewalk, Curb & Gutter • Storm Drainage • Class 6 Prep • Signal Mast Arm Lighting | <p>Nick Vollman
 (614) 207-7417
 Contract Amount \$500,000</p> |
| <p>➤ Rio Blanco Landfill Leachate Pond
 JCI Team – Rob Bercher, Troy Rippy
 Project October 2017 – November 2017</p> <ul style="list-style-type: none"> • Excavation • Liner placement • Access Road Construction • Storm Drainage | <p>Rio Blanco County
 (970) 878-9590
 Contract Amount \$198,000</p> |
| <p>➤ 5th Street Reconstruction – City of Rifle

 Project April 2017 – June 2017</p> <ul style="list-style-type: none"> • Street Reconstruction • Concrete • Asphalt Paving • Concrete Sidewalk, Curb & Gutter • Storm Drainage • Class 6 Prep • Landscaping/Irrigation | <p>Rick Barth
 (970) 665-6559
 Contract Amount \$700,000</p> |
| <p>➤ South Bridge Waterline Replacement – City of Rifle

 Project June 2017 – April 2018</p> | <p>Rick Barth
 (970) 665-6559
 Contract Amount \$1,800,000</p> |

- 36” Auger/Hand Bore I-70 ramps
- 12” Water Main - Underground
- 16” Insulated Water Main – Bridge Hung
- Concrete Paving, Sidewalk, Curb & Gutter
- Removals
- Conduits
- Restorations

➤ **3rd Street Improvements – Town of Carbondale**

Kevin Schorzman
(970) 618-2545
Contract Amount \$500,000

Project April 2017 – June 2017

- Street Reconstruction
- Concrete
- Asphalt Paving
- Concrete Sidewalk, Curb & Gutter
- Storm Drainage
- Class 6 Prep
- Electrical/Lighting
- Landscaping/Irrigation

➤ **El Jebel Road Improvements – Eagle County/CDOT**

Yancy Nichol
(970) 701-0311
Contract Amount \$2,100,000

Project April 2017 – August 2017

- Roundabout Construction
- Concrete Paving
- Asphalt Paving
- Concrete Sidewalk, Curb & Gutter
- Storm Drainage
- Class 6 Prep
- Signage/Striping
- Electrical/Mast Arm

➤ **RFTA West Glenwood Park and Ride – Phase 2**

Joseph Bair
(970) 384-4978
Contract Amount \$850,000

Project April 2017 – June 2017

- Earthwork
- Steel Stair Structure
- Fencing/Gate/Electronic/Sensor
- Lighting
- Parking lot prep
- Paving

- Striping

➤ **RFTA West Glenwood Park and Ride**

Nick Senn
(970) 384-4862
Contract Amount \$1,500,000

Project July 2016 – Nov 2016

- Earthwork
- MSE Wall 1362 SF
- Parking lot prep
- Double Bathroom
- Paving
- Concrete

➤ **RFTA New Castle Park and Ride**

Nick Senn
(970) 384-4862
Contract Amount \$600,000

Project April 2016 – Aug 2016

- Earthwork
- Storm Drain
- Parking lot prep
- Landscaping
- Paving
- Concrete

➤ **Cattle Creek Accel and Decel Lanes Garfield county**

Project June 2016-August 2016

Jeff Nelson
(970) 379-5162
Contract Amount \$750,000

- Box Culvert
- Paving
- Earthwork
- Structural Fill
- Storm Drainage

➤ **Town of New Castle, Main Street Streetscape Improvements 5th and 6th Street**

Project September 2015 – May 2016

Dave Gray
(970)984-0669
Contract Amount \$530,000

- Reconstruct sidewalks
- Retaining walls
- Electrical snow melt
- Irrigation systems
- Paving

- Sidewalks and Pavers
- Planters

➤ **RFTA Carbondale Park and Ride**

Nick Senn
(970) 384-4862
Contract Amount \$800,000

Project Aug 2015 – April 2016

- Earthwork
- 15' deep dry wells
- Parking lot prep
- Double Bathroom
- Paving
- Concrete

➤ **Whiteriver Ave Ped Trail (City of Rifle)**

Rick Barth
(970) 665-6559
Contract Amount \$600,000

Project May 2015-Aug 2015

- Retaining Wall
- Street Reconstruction
- Storm Sewer
- Concrete
- Paving

➤ **Pioneers Medical Center – Haselden Construction**

Shawn Morrison
(720) 341-7948
Contract Amount \$2,500,000

Project March 2014-June 2015

- 130,000 cubic yards mass excavation
- Onsite Utilities
- Water main, sewer main installation
- Muck excavation
- Building pad prep

➤ **I-70 Exit 105 to Apple Tree Park Pedestrian Trail**

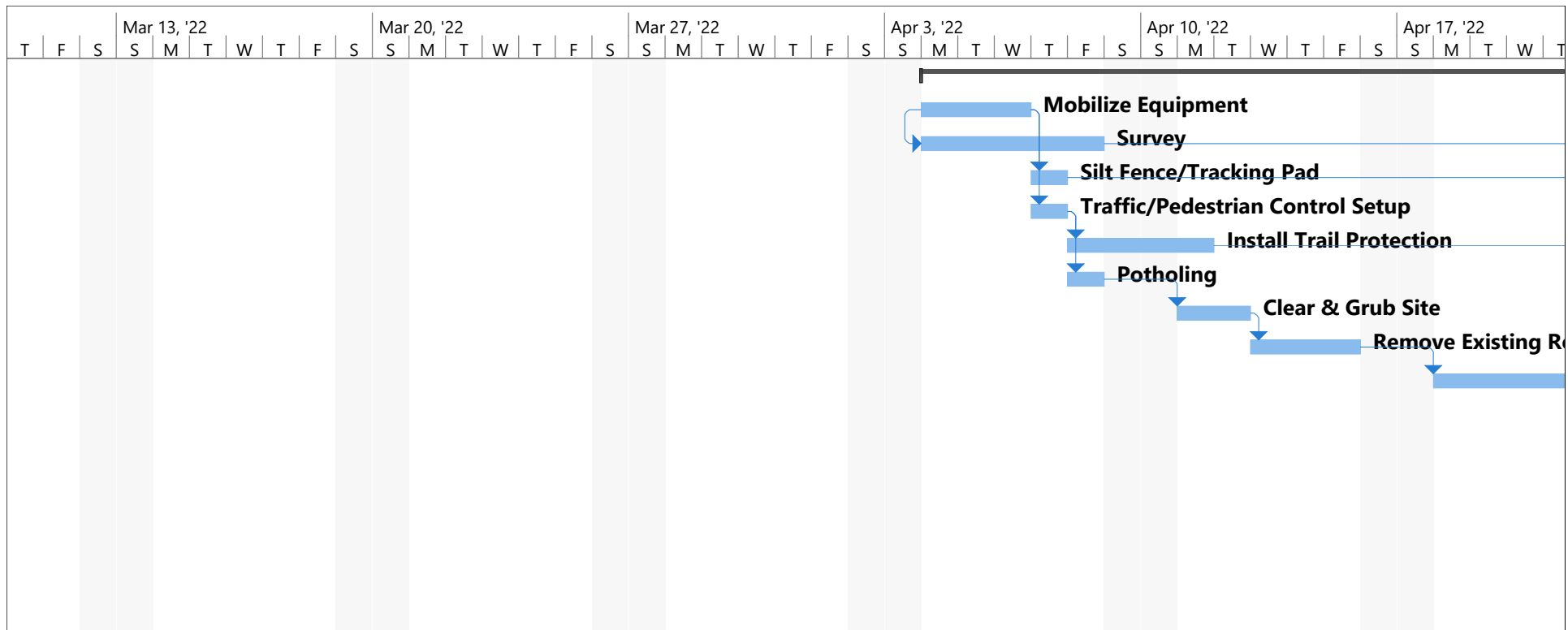
Jeff Simonson
(970) 945-1004
Contract Amount \$800,000

Project Aug 2014- Oct 2014

- Concrete
- Paving
- Boulder Walls

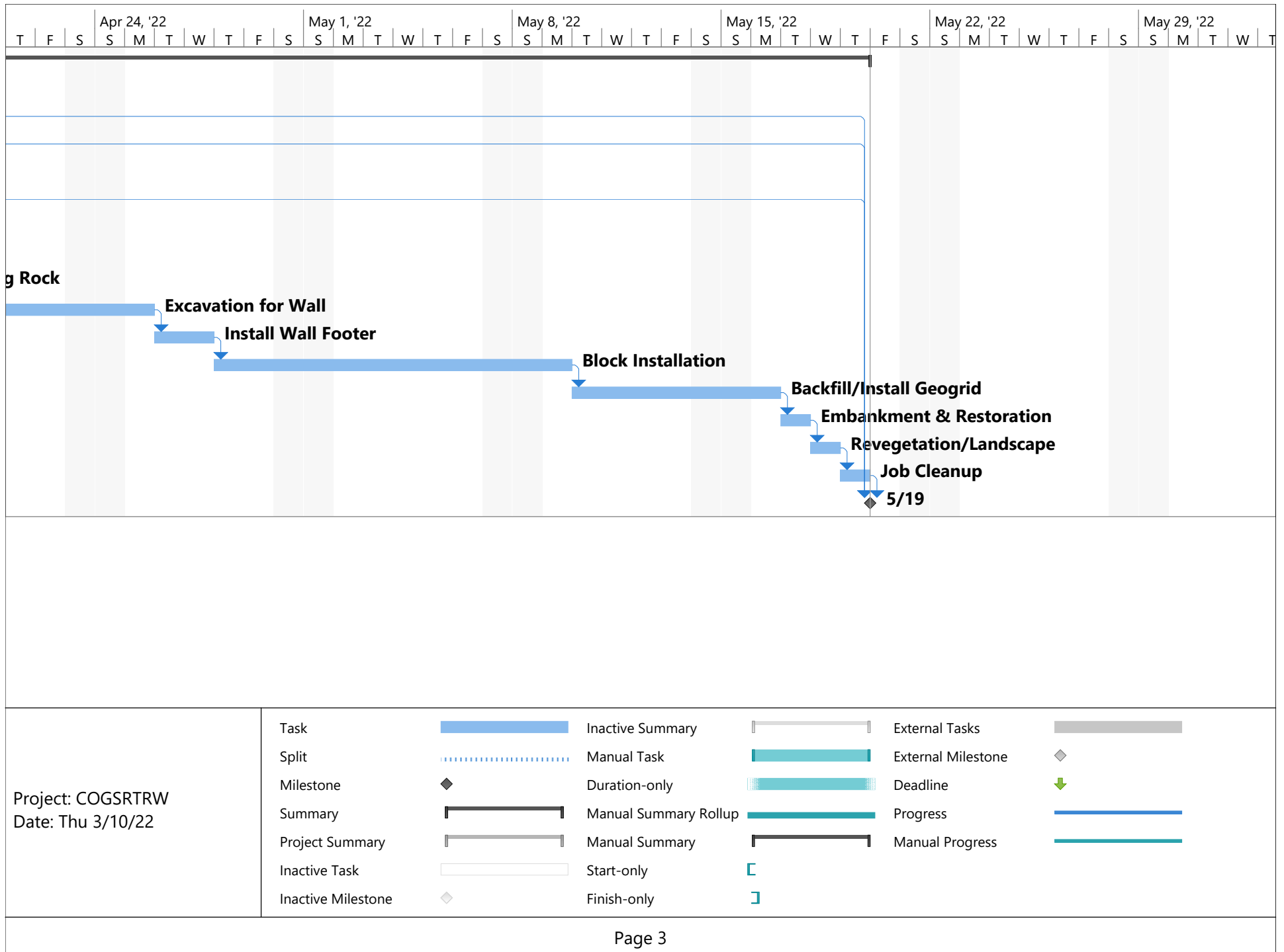
ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	V
1			River Trail Retaining Wall	34 days	Mon 4/4/22	Thu 5/19/22			
2			Mobilize Equipment	3 days	Mon 4/4/22	Wed 4/6/22			
3			Survey	5 days	Mon 4/4/22	Fri 4/8/22	2SS		
4			Silt Fence/Tracking Pad	1 day	Thu 4/7/22	Thu 4/7/22	2		
5			Traffic/Pedestrian Control Setup	1 day	Thu 4/7/22	Thu 4/7/22	2		
6			Install Trail Protection	2 days	Fri 4/8/22	Mon 4/11/22	5		
7			Potholing	1 day	Fri 4/8/22	Fri 4/8/22	5		
8			Clear & Grub Site	2 days	Mon 4/11/22	Tue 4/12/22	7		
9			Remove Existing Rock	3 days	Wed 4/13/22	Fri 4/15/22	8		
10			Excavation for Wall	6 days	Mon 4/18/22	Mon 4/25/22	9		
11			Install Wall Footer	2 days	Tue 4/26/22	Wed 4/27/22	10		
12			Block Installation	8 days	Thu 4/28/22	Mon 5/9/22	11		
13			Backfill/Install Geogrid	5 days	Tue 5/10/22	Mon 5/16/22	12		
14			Embankment & Restoration	1 day	Tue 5/17/22	Tue 5/17/22	13		
15			Revegetation/Landscape	1 day	Wed 5/18/22	Wed 5/18/22	14		
16			Job Cleanup	1 day	Thu 5/19/22	Thu 5/19/22	15		
17			Substantial Completion	0 days	Thu 5/19/22	Thu 5/19/22	16,6,4,3		

Project: COGSRTW Date: Thu 3/10/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: COGSRTW
Date: Thu 3/10/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



**Addendum Description**

We are still having the walkthrough on 2/16/2022 at 1 p.m. Due to the Snow that might cause a problem for travelers, we will hold an additional walkthrough on 2/23/2022 at 1 p.m. If you have already attended the first walkthrough, you do not need to attend the second. Just a reminder, we will meet promptly at 1 p.m. at City Hall, 101 8th Street. Late arrivals will be turned away.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed



**Request for Proposal 2022-02P
River Trail Retaining Wall**

Buyer:

**City of Glenwood Procurement Department
101 West 8th St / Glenwood Springs, CO 81601 / ryan.muse@cogs.us**



RFP 2022-02P River Trail Retaining Wall

Section I: Introduction

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his bid.

The City of Glenwood Springs uses the Rocky Mountain E-Purchasing System ("BidNet") to post solicitations and any supporting or additional information, including Addenda, Bid Sheet, and awards. Proposals must be submitted prior to close on BidNet. The City of Glenwood cannot accept a response that did not come through the right channel on time. All documents and information are available at

www.bidnetdirect.com/cityofglenwoodsprings. If you require additional information regarding BidNet call Vendor Support at 800-835-4603 anytime Monday-Friday from 6:00 am to 6:00 pm Mountain Time.

Bids may ONLY be submitted electronically to BidNet: www.bidnetdirect.com/cityofglenwoodsprings no later than the required time and date. If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds MUST be received prior to the bid opening date and time.

SCOPE OF PROJECT

The City of Glenwood Springs at 101 West 8th Street is requesting quotes from qualified firms and/or individuals for the River Trail Retaining Wall Construction on the east side of the River Trail, south of the 8th Street Bridge, to be completed by October 31st, 2022.

Section II: Timeline

a. **Proposal Timeline.**

TIMELINE	DATE	TIME
Pre-Proposal Walkthrough	FEBRUARY 16 & 23	1:00 p.m.
Questions and Clarifications Due	FEBRUARY 28	2:00 p.m.
Addendum and Submittal Sheet Posted to BidNet	MARCH 2	2:00 p.m.
Request for Proposals (RFP) Due http://www.bidnetdirect.com/cityofglenwoodsprings	MARCH 11	2:00 p.m.
Candidate Interview (if necessary – save the date)	TBD	
Target Award Date (Subject to Change)	MARCH 18	2:00 p.m.



RFP 2022-02P River Trail Retaining Wall

Section III: Instructions to Submitters

- a. Walkthroughs that are mandatory must have your firm name on the official sign-in sheet distributed at the walkthrough to be eligible to bid. A second walkthrough was added due to a snowstorm. If you attended the first one, it is not necessary for you to come to the second. This process is expected to be competitive with numerous vendors participating. The City of Glenwood Springs endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- b. Please upload your submittal to BidNet in one single PDF file.
- 1) Cover sheet.
 - 2) Submittal form.
 - 3) RFP bid schedule.
 - i. All materials from the current retaining wall will remain the property of the City of Glenwood Springs. Separate line item will be required for removal and hauling to storage yard.
 - 4) Submit a schedule for project; to include mobilization, preparation, construction, staging needs, and final walk through.
 - 5) Addendum to professional services.
 - 6) Issued addenda.
 - 7) A list of three 3) references for similar projects.
 - 8) Provide product submittals and labor/materials.
 - 9) All warranty information.
 - 10) Any exceptions taken to the specifications and scope of work.
- c. There will be a pre-proposal meeting hosted by the City for contractors and subs on February 16 at 1:00 p.m. Due to a snowstorm, there will be an additional walkthrough on February 23 at 1:00 p.m. If you attended the first walkthrough, you are not required to attend the second. The location is 101 W. 8th Street, Glenwood Springs, CO 81601. We will gather in Council Chambers and then walk to the location. This meeting is mandatory so that all contractors and subs have access to the same information, and no-one needs to interpret existing conditions or make assumptions about City needs.
- d. Before submitting a proposal please (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize yourself with local conditions that may in any manner affect performance of the work, (c) familiarize yourself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (d) carefully correlate your observations with the requirements of the Contract Documents.
- e. Questions regarding this RFP should be submitted to bidresponse@cogs.us. All such addenda issued by The City of Glenwood Springs prior to the time that proposals are received shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted at BidNet.
- f. Once you've uploaded your response to BidNet per the instructions in this document the RFP will be governed by the established timeline. The City of Glenwood cannot see who or how many responses have been submitted to BidNet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if BidNet accepts the document.



RFP 2022-02P River Trail Retaining Wall

- g. The Bidder shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined in Section V: If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- h. The City of Glenwood Springs makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the City's best interest.
- i. Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- j. Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Scope of Work

Contractor Pre-Construction Work:

1. Some staging can be accommodated onsite. Permitted staging area will be negotiated between the City and the contractor.
2. Contractor is responsible for all necessary traffic control for deliveries, trash containers, trash clean up onsite daily, portable toilets and any other items necessary for the completion of the project as a whole.

Construction:

1. See attached plans and specifications.
2. Any changes to the material type will be subject to review by the City of Glenwood Springs and Roaring Fork Transit Authority (RFTA).

Section V: Insurance Requirements

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:



RFP 2022-02P River Trail Retaining Wall

Combined single limit:..... \$ 1,000,000
Any auto (or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City
Primary & non-contributory
Auto pollution liability..... (IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)
Name the City as "Additional Insured"

Pollution Liability:

Policy form: Occurrence
(if not, claims-made retro date must predate our contract or date of service)
Per claim or occurrence limit..... \$ 1,000,000

Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the City Per location / per job aggregate limit
Defense in excess of limits
Designated Location or Operation must be shown as per your contract for the City
Name the City as "Additional Insured"

Umbrella:

Policy form: Occurrence - Umbrella
Each occurrence or claim limit: \$ 1,000,000
Excess commercial general liability
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability
Excess professional liability (if you provide professional services)
Excess pollution liability (if any pollution exposure exists)
Excess employer's liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)
Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits: per Colorado Statute
Employers' liability – limit per accident \$ 100,000
Employers' liability – limit per disease 100,000
Employers' liability – disease aggregate 500,000
All owners/officers who will be on City property or job site must be covered
Show Waiver of Subrogation in favor of the City
Coverage must apply to workers in Colorado

Insurance companies providing the coverage's specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.



RFP 2022-02P River Trail Retaining Wall

Section VI: Selection Criteria

In evaluating Proposals, the City shall consider the qualifications of the Submitters, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the Proposal forms. The City may consider the qualifications and experience of sub-contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of sub-contractors and other persons and organizations must be submitted as specified in the Supplementary Conditions. S/He may conduct such investigations as s/he deems necessary to establish the responsibility, qualifications, and financial ability of the Proposers, proposed sub-contractors and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. The City reserves the right to reject the Proposal of any firm that does not pass any such evaluation to the City's satisfaction.

Section VII: RFP Terms & Conditions

Schedule

At the pre-construction meeting, the notice to proceed will be issued. The contractor shall submit a schedule showing the order in which the contractor proposes to carry on the work including the estimated number of working days elapsed, when the several parts are to begin, and the estimated number of calendar days required to complete the several parts. said schedule shall be subject to the approval of the city. Should the city be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the city may demand that the contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to assure proper and timely execution.

Discussions/Negotiations

The City of Glenwood Springs reserves the right to contact any Bidder for clarification of information submitted; The City reserves the right to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Director of Purchasing & Contracts.

Indemnification

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

Bond

The successful contractor may be required to provide a performance bond and payment bond, equal to 100% of the contract amount. If required, the performance bond shall remain in full force and effect through the guarantee period.



RFP 2022-02P River Trail Retaining Wall

Illegal Aliens

By submitting a proposal, a Bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Section VIII: Warranties, Representations and Acknowledgements of Bidder

- a. By submitting a proposal, Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between the City of Glenwood and Bidder.
- b. By submitting a proposal, Bidder offers and agrees to furnish to the City of Glenwood with the products and/or services described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- c. By submitting a proposal, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that the City of Glenwood will rely on such statements, information, and representations in selecting the successful Bidder. If selected by the City as the successful Bidder, Bidder will notify the City immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- d. By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

River Trail Retaining Wall
2022-02P
Mandatory Walk Through

Name	Firm Name	Phone	Email
PLEASE PRINT			
1 CHRIS HUTTO	GROUND ENG	970-524-0720	chris.hutto@groundeng.com
2 Michael Johnson	Johnson Const	970-625-2251	Mike@johnsoninc.com
3 Scott Richards	YEH	970-234-0378	SRichards@yeh-eng.com
4 Sharon Shanks	YEH	970-640-6276	SSHanks@yeh-eng.com
5 Thad Bingham	WGC	970-712-2846	thad.bingham@westragravel.com
6 Chuck Leavitt	Heyl Construction	970-379-6088	cleavitt@heylev.com
7 Evan Shintaku	Gold Construction	720-537-1384	eshintaku@goldconstruction.com
8			
9			
10			
11			
12			
13			
14			
15			
16			

River Trail Retaining Wall
2022-02P
Mandatory Walk Through

Name	Firm Name	Phone	Email
------	-----------	-------	-------

PLEASE PRINT

1	Williams C.D.	Steven	720 447 9209	Steve W C D - scw@scw.com
2				
3				
4				
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6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

River Trail RFP Addendum 1

1. Excavation is included in under two line items. Please clarify.

Excavation is listed under the mobilization line item. This is excavation related to mobilization only, such as grading for a staging area. This is clarified in the amended bid schedule. **See Revised Bid Schedule Item 3 and 10.**

2. Who is responsible for the Traffic Control Plan and Traffic Control during construction?

Contractor is responsible. **See Revised Bid Schedule Item 4.** The River Trail shall be closed within the work area and a pedestrian detour facilitated from either 12th Street or 14th Street to 8th Street. Since there are no sidewalks on 12th Street, the contractor is responsible for creating a protected pedestrian lane within the roadway section if the detour is proposed in there. A flagger must be provided (when necessary for project work) during working hours.

3. Will a Survey of the wall below the River Trail be required?

No.

4. Will survey work be required for construction?

Contractor shall provide any necessary survey work during construction. **See Revised Bid Schedule Item**

5. Where will the Construction access be located?

Access will be allowed at 12th Street. The trail may be closed from 8th Street to 12th Street during work hours, as necessary for safe operations. The trail must be opened to the GSES access (closed from 8th to GSES) at all other times when there is not active work on the trail. While the City was not able to secure access across the RFTA lot being leased by Holmes Excavation above the trail or the Baptist Church property, the contractor may be able to negotiate access contact across their property. Any negotiations and agreements would be the responsibility of the contractor.

6. Where will the Pedestrian detour access points be?

For the South side access will be at either 12th Street if protected pedestrian access is accommodated for or 14th Street. For the North side access will be at the 8th Street Trailhead on the north side of 8th Street.

7. Material storage location?

City of Glenwood Springs South Lot 811 County Road 116. **See Revised Bid Schedule Item 9.**

8. Where will construction staging be allowed?

Some construction staging can be completed within the grassy triangle adjacent to the path north of the wall repair and south of the Baptist Church fence line. Additional staging could be facilitated in the 7th Street Parking Lot.

9. What type of Trail protection must be in place?

Vehicles & Equipment must not exceed the H5 weight limits. Additional loading may be considered if an analysis is completed to verify loading will not negatively impact the wall below the trail or additional protections can be made.

The trail surface must also be protected from damage during construction. **See Revised Bid Schedule Item 12.**

10. Notification of abandoned/closed septic system on the Upper Property. Is more information available?

The City of Glenwood Springs has been notified that the former system was decommissioned during the de-construction of the building on the property above.

11. Can we access the project from above the retaining wall? (excavating, loading trucks, setting blocks, etc.) Is RFTA willing to allow us to work from their property?

See answer to question 5 above.

12. The bid docs on sheet 6 talk about bonding may be required. Is that a will be required or will not be required?

No bonding is required.

13. Stratagrid is spec on the plans, are you willing to accept an equivalent material in its place?

Acceptable/equivalent alternatives may be submitted for review and approval.

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
1	1	LS	Mobilization, Demobilization, and Incidentals: including, but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations (for mobilization only), soil preparations, site grading, vertical adjustments to existing utility structures or other items not individual itemized but required to effect construction, initiation, and completion of the project.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
2	0	LS	Performance and Payment Bonds.	\$0.00	\$ ———
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
3	1	LS	Construction Surveying and As-built Mapping: including but not limited to: all materials, labor and equipment necessary for establishing property line and/or project control, providing construction stakes, resetting damaged property corners or control markers, and the as-built mapping of all installed improvements and for a complete project. Any encroachments on the RFTA Property to the Northwest with wall or fabric materials shall be documented with survey.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
4	1	LS	Traffic Control: including but not limited: permitting, fees, reporting, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
5	1	LS	Erosion and Sediment Control: including but not limited to: permitting, fees, reporting, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
6	1	LS	Testing of Materials and Quality Assurance: including but not limited: coordination, material sampling, field and lab testing, reporting, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
7	20	HR	Utility Locating and Potholing: including but not limited to: all permits, coordination, labor, equipment, all other materials, services, safety, utility locates, excavations, backfilling, pavement patching, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		
			(Unit Price - Words)	(Numeric)	(Numeric)

BD2022-02P BID SCHEDULE**Rio Grand Boulder Wall Replacement Project**

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
8	1	LS	Clear and Grub: including but not limited to: limb removal, tree bandages, sod removal, vegetation and top soil removal, hauling, disposal, all other materials, labor and equipment necessary for a completed project		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
9	1	LS	Removal of the existing rock wall: including but not limited to: removal, hauling, disposal, all other materials, labor, and equipment necessary for a completed project. Boulders will remain the property of the City and shall be hauled to the City of Glenwood Springs South Lot at 811 County Road 116.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
10	1	LS	Excavation & Earthwork: including but not limited to: excavation, removal, palleting, hauling, storage, all other materials, labor and equipment necessary for a completed project. Boulders encountered with the excavation will remain the property of the City and shall be hauled to a location for storage as identified by the Parks Department.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
11	####	SF	Installation of MSE Wall: including: shop drawings, purchasing and installation of: footer preparation, block, filter materials, underdrain system, geotextile reinforcing, structural backfill. Wall quantity is an estimate.		\$ -
			zero		
			(Lump Sum Price - Words)	(Numeric)	(Numeric)
12	1	LS	Protection of trail: including but not limited to: protection of trail from equipment and debris damage within any approved work areas. Contractor is responsible for documentation of the trail condition prior to mobilization. Any damages to the trail caused by the construction is the responsibility of the Contractor before contract closeout.		\$ -
			zero		
			(Unit Price - Words)	(Numeric)	(Numeric)
13	1	LS	Landscape Restoration: including but not limited to: temporary irrigation, permanent irrigation, 4" top soil, sod, trees, shrubs, plants, flowers, mulches, fabrics, all other materials, labor and equipment necessary for a completed project.		\$ -
			zero		
			(Unit Price - Words)	(Numeric)	(Numeric)
14	1	LS	Force Account (for Minor Contract Revisions): including but not limited to: furnishing, all other materials, labor and equipment necessary for a completed project.	\$5,000.00	\$ 5,000.00
			Five Thousand exactly		

BD2022-02P BID SCHEDULE

Rio Grand Boulder Wall Replacement Project

City of Glenwood Springs

Mar. 2022

No.	QTY.	Unit	Description and Unit Price in Words	Unit Price	Total Price
			(Lump Sum Price - Words)	(Numeric)	(Numeric)

Total of All "A" Items (Complete Project): \$ **5,000.00**



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Award RFP 2022-04P Waste Water Plant Blowers to Barnard Structures
Action Requested:	Approval of the Waste Water Plant Blower RFP 2022-04P bid to Barnard Structures Inc. for \$419,655.84 to include new Aerzan Blowers and Enlarged Doorway Entrance to Blower Room.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	As part of the Waste Water Treatment Plant 10-year maintenance work, the blowers that provide aeration to the oxidation ditches and biosolids digester room need to be replaced. Currently, one of the main blowers is out of service and is not repairable, the other main blower is up and running but not reliable. The waste water treatment staff are planning to replace the two main blowers with the project, while keeping the two backup blowers in place. In future years, the back-up blowers will also be replaced. The RFP allowed the bidders to propose pricing for either Aerzan blowers or Atlas blowers, but after review of the bids and more discussion with the manufacturers, it was decided to go with Aerzan blowers. Justification for this choice includes: Equipment lead times and project completion for the chosen bid will be October 2022. The Altas blowers option had significantly longer lead times with completion in January of 2023. The manufacturer's representative of the chosen blowers, Coombs-Hopkins Company, has always provided the waste water plant with great support for our current blowers and equipment. The second bid that was submitted contained a quote for only the Atlas blowers, so there was not a second pricing option to review. The staff feels that the Aerzan blowers are the right choice for this project and the bid pricing is well under the \$600,000 that was budgeted out of the 10-year maintenance plan overall budget.
Issues:	None at this time.
Fiscal Impact:	The bid came in under the proposed budget.
Legal Review:	Legal will review the final agreement with Barnard Structures inc. prior to the Mayor signing it.
Staff Recommendation:	Staff is Recommending Approval of the Waste Water Plant Blower RFP 2022-04P bid to Barnard Structures Inc. for \$419,655.84 to include new Aerzan Blowers and Enlarged Doorway Entrance to Blower Room.



4096 Cheyenne Dr.

Larkspur, CO. 80118

(303) 347-0175

Proposal for:

The City of Glenwood Springs Colorado, "Wastewater
Treatment Facility Blower Replacement"

3/25/2022



**Request for Proposal 2022-04P
Wastewater Treatment Facility Blower Replacement**

Buyer:

**City of Glenwood Procurement Department
101 West 8th St / Glenwood Springs, CO 81601 / ryan.muse@cogs.us**



RFP 2022-04P WWTF Blower Replacement

Section I: Introduction

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Bidder shall also give particular attention in preparing his bid.

The City of Glenwood Springs uses the Rocky Mountain E-Purchasing System ("BidNet") to post solicitations and any supporting or additional information, including Addenda, Bid Sheet, and awards. Proposals must be submitted prior to close on BidNet. The City of Glenwood cannot accept a response that did not come through the right channel on time. All documents and information are available at

www.bidnetdirect.com/cityofglenwoodsprings. If you require additional information regarding BidNet call Vendor Support at 800-835-4603 anytime Monday-Friday from 6:00 am to 6:00 pm Mountain Time.

Bids may ONLY be submitted electronically to BidNet: www.bidnetdirect.com/cityofglenwoodsprings no later than the required time and date. If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds MUST be received prior to the bid opening date and time.

SCOPE OF PROJECT

The City of Glenwood Springs at 101 West 8th Street is requesting quotes from qualified firms and/or individuals for the Wastewater Treatment Facility blower replacement. This project includes mobilization, demolition, equipment procurement, and equipment installation.

Section II: Timeline

a. Proposal Timeline.

TIMELINE	DATE	TIME
Mandatory Pre-Proposal Walkthrough	MARCH 8	1:00 p.m.
Questions and Clarifications Due	MARCH 15	2:00 p.m.
Addendum and Submittal Sheet Posted to BidNet	MARCH 17	2:00 p.m.
Request for Proposals (RFP) Due http://www.bidnetdirect.com/cityofglenwoodsprings	MARCH 25	2:00 p.m.
Candidate Interview (if necessary – save the date)	TBD	
Target Award Date (Subject to Change)	APRIL 8	2:00 p.m.



RFP 2022-04P WWTF Blower Replacement

Section III: Instructions to Submitters

a. Walkthroughs that are mandatory must have your firm name on the official sign-in sheet distributed at the walkthrough to be eligible to bid. This process is expected to be competitive with numerous vendors participating. The City of Glenwood Springs endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.

b. Please upload your submittal to BidNet in one single PDF file.

- 1) Cover sheet.
- 2) Submittal form.
- 3) RFP bid schedule.
- 4) Submit a schedule for project; to include mobilization, preparation, construction, staging needs, and final walk through.
- 5) Addendum to professional services.
- 6) Issued addenda.
- 7) A list of proposed subcontractors.
- 8) A list of three 3 references for similar projects.
- 9) Provide product submittals and labor/materials.
- 10) All warranty information.
- 11) Any exceptions taken to the specifications and scope of work.

c. There will be a mandatory pre-proposal meeting hosted by the City for contractors and subs on March 8 at 1:00 p.m. The location is 2315 Wulfsohn Rd, Glenwood Springs, CO 81601. This meeting is mandatory so that all contractors and subs have access to the same information, and no-one needs to interpret existing conditions or make assumptions about City needs.

d. Before submitting a proposal please (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize yourself with local conditions that may in any manner affect performance of the work, (c) familiarize yourself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (d) carefully correlate your observations with the requirements of the Contract Documents.

e. Questions regarding this RFP should be submitted to bidresponse@cogs.us. All such addenda issued by The City of Glenwood Springs prior to the time that proposals are received shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted at BidNet.

f. Once you've uploaded your response to BidNet per the instructions in this document the RFP will be governed by the established timeline. The City of Glenwood cannot see who or how many responses have been submitted to BidNet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if BidNet accepts the document.

g. The Bidder shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined in Section V: If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.

h. The City of Glenwood Springs makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the City's best interest.



RFP 2022-04P WWTF Blower Replacement

- i. Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- j. Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Scope of Work

Includes:

The replacement of the Aerzan Blower and Atlas Blower. It will also include a six inch and greater stainless-steel pipe for interior and exterior, exposed, submerged and partially submerged aeration piping.

Construction:

See attached plans and specifications.

Contractor:

The Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish, install, test, and place in satisfactory operation Rotary Screw blower unit(s) complete and operational.

Section V: Insurance Requirements

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability.....	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as "Additional Insured"	



RFP 2022-04P WWTF Blower Replacement

Pollution Liability:

Policy form: Occurrence
(if not, claims-made retro date must predate our contract or date of service)
Per claim or occurrence limit..... \$ 1,000,000

Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the City Per location / per job aggregate limit
Defense in excess of limits
Designated Location or Operation must be shown as per your contract for the City
Name the City as "Additional Insured"

Umbrella:

Policy form: Occurrence - Umbrella
Each occurrence or claim limit: \$ 1,000,000
Excess commercial general liability
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability
Excess professional liability (if you provide professional services)
Excess pollution liability (if any pollution exposure exists)
Excess employer's liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)
Name the City as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits: per Colorado Statute
Employers' liability – limit per accident \$ 100,000
Employers' liability – limit per disease 100,000
Employers' liability – disease aggregate 500,000
All owners/officers who will be on City property or job site must be covered
Show Waiver of Subrogation in favor of the City
Coverage must apply to workers in Colorado

Insurance companies providing the coverage's specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

Section VI: Selection Criteria



RFP 2022-04P WWTF Blower Replacement

In evaluating Proposals, the City shall consider the qualifications of the Submitters, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the Proposal forms. The City may consider the qualifications and experience of sub-contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of sub-contractors and other persons and organizations must be submitted as specified in the Supplementary Conditions. S/He may conduct such investigations as s/he deems necessary to establish the responsibility, qualifications, and financial ability of the Proposers, proposed sub-contractors and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. The City reserves the right to reject the Proposal of any firm that does not pass any such evaluation to the City's satisfaction.

Section VII: RFP Terms & Conditions

Schedule

At the pre-construction meeting, the notice to proceed will be issued. The contractor shall submit a schedule showing the order in which the contractor proposes to carry on the work including the estimated number of working days elapsed, when the several parts are to begin, and the estimated number of calendar days required to complete the several parts. said schedule shall be subject to the approval of the city. Should the city be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the city may demand that the contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to assure proper and timely execution.

Discussions/Negotiations

The City of Glenwood Springs reserves the right to contact any Bidder for clarification of information submitted; The City reserves the right to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Director of Purchasing & Contracts.

Indemnification

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

Bond

The successful contractor may be required to provide a performance bond and payment bond, equal to 100% of the contract amount. If required, the performance bond shall remain in full force and effect through the guarantee period.

Illegal Aliens

By submitting a proposal, a Bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.



RFP 2022-04P WWTF Blower Replacement

Section VIII: Warranties, Representations and Acknowledgements of Bidder

- a. By submitting a proposal, Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between the City of Glenwood and Bidder.
- b. By submitting a proposal, Bidder offers and agrees to furnish to the City of Glenwood with the products and/or services described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- c. By submitting a proposal, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that the City of Glenwood will rely on such statements, information, and representations in selecting the successful Bidder. If selected by the City as the successful Bidder, Bidder will notify the City immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- d. By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Aerzen Blower

Bid Item # 1 – Mobilization

Lump Sum Price: Thirty Two Thousand, Nine Hundred Eighty Four Dollars and 16/100
(written)

(\$ 32,984.16)
(total price)

Bid Item # 2 – Demolition

Lump Sum Price: Five Thousand, Nine Hundred Eighteen Dollars and 40/100
(written)

(\$ 5918.40)
(total price)

Bid Item # 3 – Equipment Procurement

Lump Sum Price: Three Hundred Nineteen Thousand, and Twenty Seven Dollars and 20/100
(written)

(\$ 319,027.20) *
(total price)

Bid Item # 4 – Equipment Installation

Lump Sum Price: Thirty Eight Thousand, Three Hundred Thirty Seven Dollars and 60/100
(written)

(\$ 38,337.60)
(total price)

Total of All Bid Items

Three Hundred Ninety Six Thousand, Two Hundred Sixty Seven Dollars and 36/100
(written)

\$396,267.36

(numerals)

Alternate # 1 – Larger Doors

Lump Sum Price: Twenty Three Thousand, Three Hundred Eighty Eight Dollars and 48/100
(written)

(\$ 23,388.48)
(total price)

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

* STAINLESS PIPE PRICING ONLY VALID FOR 24 HRS

BARNARD STRUCTURES, INC. *Mike Barnard*

AERZEN USA CORPORATION

108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number: E41-118482.BID

23-Mar-22

Re: Aeration Blower Replacement

Page 1 of 2

To: ALL BIDDING CONTRACTORS

AERZEN Representative Info:

Name - Jason Morgan of Coombs-Hopkins Company
e-mail - jmorgan@chcwater.com
phone - (801) 691-4000

AERZEN Proposal Prepared By:

Name - Tom McCurdy
email - tmccurdy@aerzen.us
phone - (610) 656-1683

AERZEN Regional Manager:

Name - Tom McCurdy
e-mail - tmccurdy@aerzen.us
phone - (610) 656-1683

Thank you for the opportunity to bid this project for (2) Delta Hybrid Screw Blower Packages.

The Aerzen Blower Package Performance and Scope of Supply is in compliance with the specification, with minor differences between suppliers. Standard Aerzen components are offered. Aerzen meets or exceeds the requirements for flow range, power, and noise levels.

This scope of supply does NOT include the following items: MCC Starter, External Controls, Isolation Valves, Anchor Bolts and Installation Hardware.

Instrumentation as specified below, is part of this scope of supply.

Aerzen Hybrid**Performance Data:**

Model: D 98S

Intake volume, handled at intake condition
Volume handled at normal condition
Relative humidity
Intake pressure (abs.)
Discharge pressure
Intake temperature
Discharge temperature
Main rotor speed
Motor Speed
Power consumption at coupling
Motor Rating
total package power
Tolerance on flow & power
Sound pressure level w/ enclosure

	Design	Min	Spec Guarantee Points		
			Max	Pt 1	Min
icfm	3,426	944	2,976	2,125	942
scfm	2,700	743	2,700	1,500	665
Φ	30%	30%	15%	60%	60%
psia	11.91	11.91	11.91	11.91	11.91
psig	9.50	9.50	9.50	9.50	8.50
°F	81	81	0	110	110
°F	217	235	135	248	257
rpm	6,608	2,300	5,794	4,375	2,300
rpm	3,570	1,243	3,130	2,364	1,243
bHp	154.1	46.9	131.0	89.9	42.1
HP	200				
kW			108.3	74.8	35.7
± 5 %					
dB(A)	77				

*Measured in free field at 3ft. distance from the outline of the unit

*does not include system piping noise (tol. ± 2 dB(A)).

Weights & Dimensions:

Inlet connection	CS ANSI	12"	
Discharge connection	EPDM ANSI	10"	
Blower pkg weight	lbs.	6,769	
Envelope dim.*	L x W x H in.	87 x 75 x 93	Add 16 in. to width for VFD
460 VAC Cooling Fan	kW	0.38	
AERtronic	kW	0.2	

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

AERZEN USA CORPORATION

108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number: E41-118482.BID

23-Mar-22

Re: Aeration Blower Replacement

Page 2 of 2

Aerzen Hybrid**D 98S**

Aerzen Delta Hybrid Blower Package consists of the following components, assembled in our factory.

- Aerzen Rotary Lobe Compressor D Series
- base frame with integrated reactive type, discharge silencer
- hinged motor support as automatic belt tensioning device
- set of vibration isolating mounts
- intake filter-silencer
- narrow V-belt drive with guard
- spring loaded pressure relief valve
- discharge manifold with externally accessible integrated check valve
- flexible connector with clamps for schedule 40 pipe, discharge
- flexible connector with clamps for schedule 40 pipe, intake
- Integral forced lubrication system, with integral oil pump and oil filter

Scope of Supply

- 2 compact blower package as listed above
 - 2 motor 200 HP, 2-pole, NEMA, TEFC, 460 V / 60 Hz, prm-eff, 447TS, T-Stat, Insulated Bearing, AEGIS ring
 - 2 set of sensors (P1, P2, T2 & Oil Temp) w/AERtronic Control (460 VAC, 5 Amp), EM4 module,
 - 2 VFD, NEMA 12 enclosure, 200 HP, w/ DC choke, (400 A) fused disconnect
- VFD comes installed front face mounted on blower **Removable for installation**

Factory Services

- 2 Simplified ISO-1217, Annex B test report(s) **Done at Aerzen Germany factory prior to shipment to US**
- 2 ASME PTC-13 Test (witnessed) 3 Test Points - Lodging and Travel not included
- 1 submittal data, hard copy
- 1 O&M manual, hard copy
- 2 factory set PRV to 10.9 psig

Onsite Manufacturer Services

- 2 trip(s), 2 day(s) total installation inspection, startup, & training
 - 1 trip(s), 1 day(s) total training
- additional mfg services beyond what is listed herein and/or resulting from delays will be invoiced separately

Spare Parts

- 2 air filter, 2 belt set, 2 oil filter -Hybrid,

Freight & Packaging

- 1 freight to jobsite
- 2 domestic packaging

TOTAL for 2 unit(s) c/o: Jason Morgan of Coombs-Hopkins Company

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

Pricing: DAP Jobsite

Terms: This offer is subject to Aerzen Standard Terms and Conditions (A2-001-USA January 2009)

Submittals: 4 weeks after receipt of Purchase Order

Delivery: presently approx. 4 months upon technical release by customer

Payment: 20% upon receipt of approved submittal, 75% upon shipment Net 30 and 5% retention not to exceed 180 days from shipment.

Warranty: 24 months after start up or 30 months after delivery, which ever comes first on Aerzen package*

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

Quote Validity: All prices quoted are valid for 30 days from the date stated on the quotation.



AERZEN

To: ALL BIDDING CONTRACTORS

RE: City of Glenwood Springs
Facility Blower Replacement
RFP-2022-04P
Aerzen Ref: E41-118482.BID

Aerzen Clarifications

Compressed air, gas
and vacuum solutions

Aerzen USA
108 Independence Way
Coatesville, PA 19320 USA

Telephone: (610) 380-0244
Fax: (610) 380-0278
www.aerzen.com

March 23, 2022

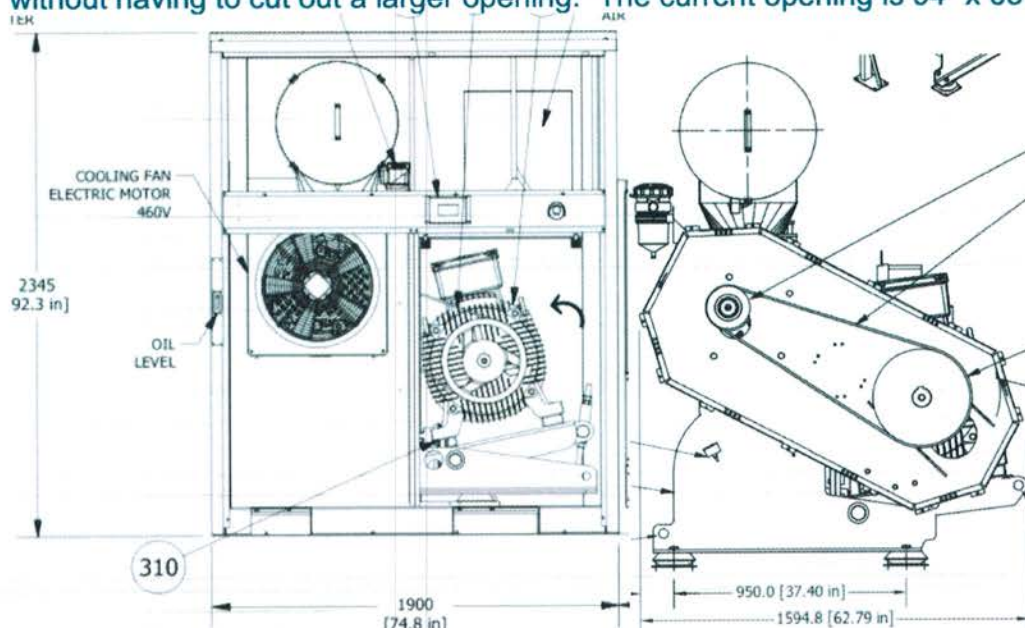
Dear Contractor,

Aerzen appreciates the opportunity to provide our proposal for our Hybrid blower packages on this project. We have offered a very competitive price for our offering and want to point out some important items for your evaluation.

1. We realize that our package is slightly larger than the Atlas Copco package. However, for the plant, it actually means better access to maintenance items. Eventually the motor will need to be replaced, and the blower stage itself will need to be overhauled. The possible advantage of a smaller footprint may prove to me more of a challenge for the plant. Atlas Copco is a well-known compressor manufacturer, and their blower packages are modeled after their plant air compressor packages. Aerzen Hybrid is modeled after our long established PD blower packages, providing the same ease of access.



2. The ease of access also lends itself to easy disassembly and reassembly. There have been several projects where the available opening required partial or total disassembly of the package. Measuring the opening of the existing door, it might simply require the disassembly of the sound enclosure to fit through the door, without having to cut out a larger opening. The current opening is 94" x 65".

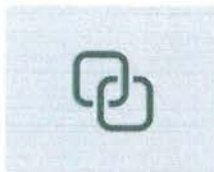


Note that the discharge header in the blower room is 88", so some disassembly (sound enclosure, inlet filter) would be required. Aerzen will provide assistance in the process, included in the price. As a side note, the contractor for Woodland Park, CO installed several of our Hybrids in the plant. Here are the YouTube video links:
<https://www.youtube.com/watch?v=UJBA-qgD3t8>, (Part 1)
<https://www.youtube.com/watch?v=5WsGisRthGc&t=5s> (Part 2).

3. Aerzen has many installations of our Hybrid packages, dating back to 2013. Most recently, we were awarded the blowers on the Johnstown Low Plant, and are also successful at the Johnstown Central Plant. We can provide several references for ease of installation, efficient operation, and ease of maintenance.
4. The specification calls out a performance test that is more applicable to compressors. Specifically, ISO-1217 Annex G package testing is not common to blowers. Review by the National Institute of Standards and Technology indicates some uncertainty of measurement. Conversely, ASME PTC-13 is specific to blower package testing, and actually removes uncertainty of measurement, and established a common basis for all blower manufacturers to comply with. While PTC-13 is not in the spec, the testing protocol raises the question of whether the

performance is equivalent between suppliers.

(<https://www.nist.gov/pml/nist-technical-note-1297>)



NIST Technical Note 1297
1994 Edition (Supersedes 1993 Edition)

www.nist.gov

Annex E, which is normative, applies to any electrically driven compressor manufactured in batches or in continuous production quantities and supplied against specified data having variable speed drive (e.g. variable frequency drive, direct current drive and switched reluctance), which incorporates a displacement compressor of any type driven by an electric motor. Detailed instructions are given for a full performance test, including the measurement of volume flow rate and power requirement, the correction of measured values to specified conditions and means of comparing the corrected values with the guarantee conditions. This International Standard specifies methods for determining the value of the tolerances to be applied to the measurement of flow, power and specific power.

NOTE The tolerances to be applied to the measurement of flow, power, specific power, etc. for all acceptance tests carried out in accordance with this International Standard are agreed on by the manufacturer and the purchaser at the contractual stage or prior to the execution of the tests.

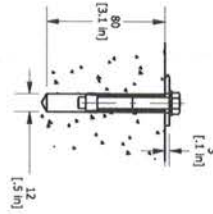
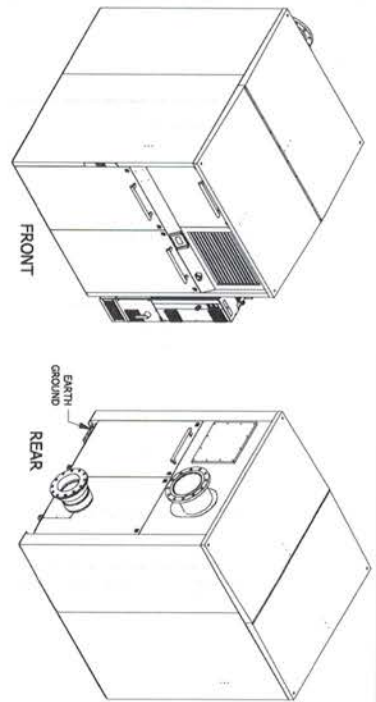
Annex F specifies standard inlet conditions for reference purposes. Annex G, which is normative, indicates the uncertainty of measurement.

We look forward to working with you. Please contact me, or Jason Morgan of Coombs Hopkins, with any questions. Thank you.

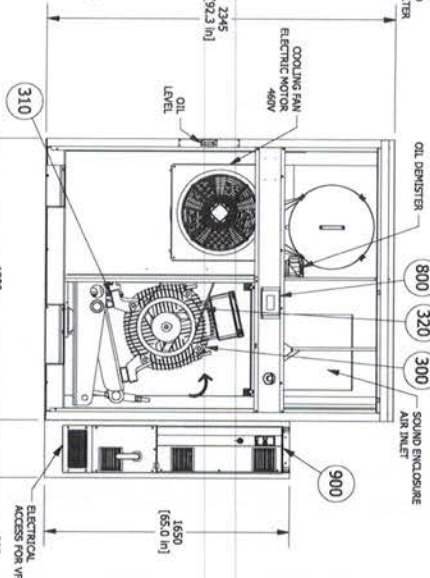
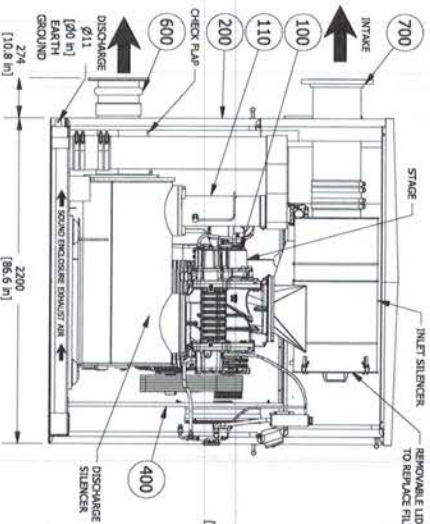
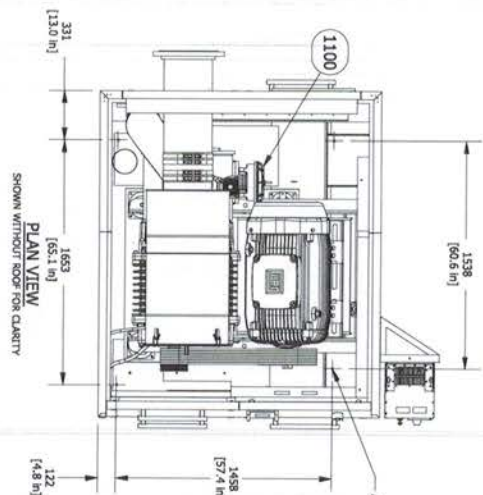
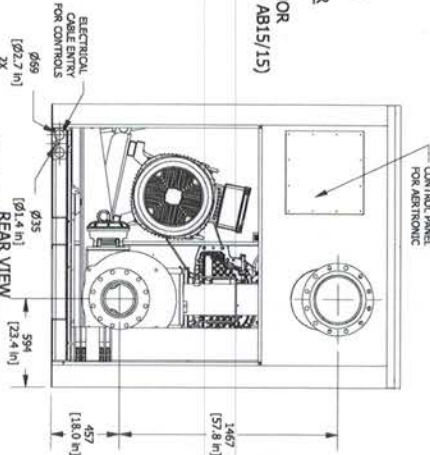
Sincerely,

Thomas S. McCurdy

Thomas S. McCurdy
Aerzen USA Corp.



**SOUND ENCLOSURE ANCHOR
RECOMMENDATION
SHOWN WITH OPTIONAL ANCHOR
AERZEN PART NO. 120813000 (LEBIG AB15/15)**



ITEM	QTY	DESCRIPTION	DESCRIPTION 2
100	1	HYBRID TORSO	DBSS, DN250
110	1	PRESSURE RELIEF VALVE	
200	1	SOUND ENCLOSURE	
300	1	ELECTRIC MOTOR	
310	1	MOTOR MOUNTING	
320	1	BELT DRIVE	
400	1	BELT GUARD	
600	1	DISCHARGE CONNECTION	10" 150# ANSI FLANGE
700	1	INLET CONNECTION	12" 150# ANSI FLANGE
800	1	INSTRUMENTATION	AERTRONIC
900	1	VFD	SHOWN WITH DSH FRAME
1100	1	UNLOADING VALVE	OPTIONAL

- NOTES:**
- TOLERANCE ON ALL DIMENSIONS = $\pm 12\text{mm}$ [0.5"]
 - ITEM 100 (HYBRID TORSO) INCLUDES BLOWER STAGE, INLET SILENCER, BASE FRAME/ DISCHARGE SILENCER, VIBRATION ISOLATORS, COOLING FAN, & CONNECTION HOUSING WITH CHECK FLAP
 - CUSTOMER PIPING TO BE INDEPENDENTLY SUPPORTED
 - LIFT PACKAGE FROM FRONT SIDE THROUGH FORK LIFT POCKETS IN BASE OR LIFTING HOLES IN CORNER OF BASE USING SPREADER BAR
 - SEE JOB DATA SHEETS FOR PERFORMANCE DATA, PART NUMBERS, TOTAL PACKAGE WEIGHT, INSTRUMENTATION, AND OTHER OPTIONAL EQUIPMENT, & OWNER'S MANUAL
 - REQUIRED SPACE IN FRONT & REAR FOR MAINTENANCE IS 800mm [32"]
 - DISCHARGE FLANGE MUST BE MOUNTED TO A RIGID FLANGE FACE

WEIGHT	
BLOWER PACKAGE (LESS MOTOR)	2099kg
VFD & BRACKET	138kg
ELECTRIC MOTOR (ITEM 300)	300lbs
TOTAL (NET WEIGHT)	

AERZEN

AERZEN USA CORPORATION
108 INDEPENDENCE WAY, COATESVILLE, PA
PH: (610) 380-0044 FX: (610) 380-0278
WWW.AERZENUSA.COM

GA DRAWING
DBSS, DN250, G5
PRESSURE
WITH FRONT FACING VFD

SCALE: 1/2" = 1'-0"
REV: 1
DATE: 10/10/2020

CLASS: 1

NOTES: THIS DRAWING AND ALL INFORMATION HEREIN IS THE PROPERTY OF AERZEN USA, INC. AND ITS SUBSIDIARIES AND SHALL NOT BE REPRODUCED BY ANY MEANS IN WHOLE OR IN PART (USED AS THE BASIS FOR MANUFACTURE WITHOUT WRITTEN PERMISSION)

Project Schedule:

1. Atlas schedule
2. Aerzen Schedule

See following pages.

[illegible]

ADDENDUM TO PROFESSIONAL SERVICES

This document is in reference to the agreement for the contract documents "Wastewater Facility Blower Replacement" between the parties below.

Barnard Structures, Inc

City of Glenwood Springs

If the Atlas blower is chosen, by-pass blower should not be required nor enlarging the doors.
(see bid schedule)

If the Aerzen blower is chosen, by-pass operations are included in the price in order to raise the piping. Although enlarging the doors would not be a necessity if the blowers are shipped disassembled. (See bid schedule)

Barnard Structures, Inc.

NAME _____

DATE _____

SIGNATURE _____

DATE _____

City of Glenwood Springs

NAME _____

DATE _____

SIGNATURE _____

DATE _____

Issued Addenda Acknowledged:

Addendum 1 & 2

ACKNOWLEDGED. Mike Lamard

Subcontractor List:

None

References:

See following page.

Barnard Structures, Inc
Owner/President: Mike D. Barnard
303-347-0175
Bsi.mbarnard@gmail.com

4096 Cheyenne Dr
Larkspur, CO 80118

Barnard Structures, Inc, Jan 1098 to Present, involved in the construction and/ or renovation of small to medium sized Water and Wastewater Treatment Plants throughout Colorado.

Experience:

3/2013 to Present

12/21-Present Lake Frances East Dam Sluice Gate Replacement Project for Pondera County Canal and Reservoir Company, Valier, MT. Remove and Replace 66"x66" Sluice Gate

10/21-Present Saddlehorn Ranch Subdivision Filter Plant, Falcon CO. Installation of Pumps, Piping, and Filtronics Filter System.

10/21-12/21 City of Salida, CO, Salida Barscreen Replacement, Remove and Replace Barscreen at the City's Wastewater Treatment Plant

12/20-4/21 City of Woodland Park, CO, Sunnywood Booster Pump Station Upgrade Demo and Replace Pumps and Piping, New Generator Concrete Pad

7/20-12/20 Tri-view Metropolitan District, A-9 & D-9 well site; Installation and excavation of yard piping from well heads to future building, Process piping and valves within well house.

7/20-12/20 Meridian Service Metropolitan District, Antler Creek Golf Course Weir improvements; Construction of concrete weir addition and monitoring well.

6/20-12/20 City of Loveland, Foundry Parking Garage Pump Station; Install new pumps, piping, and valves.

8/20 Falcon Highlands Metropolitan District; Filter media remove and replace.

7/19-1/20 Falcon Heights POA, Fire pump installation and associated piping and valves.

2/20-4/20 Northern Water Conservancy District: 16" Sleeve Valve and Spool Refurbishment. Fabricate new 16" Stainless Spool. Engineer new Sleeve Rings from "UHMW" Material, Install in Sleeve Valve and Test for Northern Water Field Personnel.

6/19-7/19	Widefield Water and Sanitation District; Jimmy Camp Lift Station. Demo and replace hatches, install pump, valve and piping
4/19-5/19	City of Lafayette, Water Reclamation Facility; Repair and replace below grade aeration basin airlines.
1/19-4/19	Strasburg Sanitation and Water District; Aspen Well Project. Building foundation, Framing, insulation, sheet metal siding and roof. Piping, Filter skid installation
8/18-9/18	High Mountain Institute, Water Treatment Plant. Piping, Chemical treatment, and equipment installation.
5/18-6/18	City of Lafayette, Water Reclamation Facility. Sludge Line Relocation
1/18-5/19	Ascentia Real estate Investment property, Fox Ridge Farms, Headworks Project. Concrete foundation, walls, and trough. Mechanical screen install, paschal flume, and piping.
2/17-4/17	Green Mountain Water and Sanitation District, pump station waterproofing, hand excavation and backfill, emergency bubbler repair
8/16-12/16	Peak 7 Water Treatment and Pump Station, Subcontract to Hyder Const., underground piping, concrete structure, pump skid, interior piping, filter skid, chlorination system
10/15-7/16	Forest View Acres Water District, Booster Pump Station, Pumps, Piping, and tank Install
5/15 to 9/15	Olde Stage Water District, Midway Booster Pump Station Improvements Boulder County, CO, Demo steel tank, form and pour new tank within Pump Station, reconfigure pumps and piping while maintaining service.
3/15 to 5/15	Vista Ridge Metro District, Coal Creek Raw Water Pump Station Improvements, Erie, CO
11/14 - 2/15	Widefield Water and Sanitation District, Southmoor Lift Station Replacement, Fountain, CO
8/2014 & 11/2014	Falcon Heights POA Valve Replacement, Piping Repairs, & Pressure Tanks Installation

6/14 to 11/14	Meridian Metro District, Clarifier Bypass Operation- Sequencing Batch Reactor Addition, Centennial, CO Subcontract to Canterbury CMS
6/2014	City of Northglenn WTP Clarifier Drive Replacement. Scaffold for Baffle, Remove bridge, remove old drive, install new Drive, reinstall bridge. Subcontract to Canterbury CMS
5/2014	Bayou Gulch Pedestrian Bridge, Bridge Abutment Structural Concrete and Placement of Bridge, Douglas County, CO Subcontract to Canterbury CMS
4/2014	Havana Water and Sanitation District Lift Station #3 Pump Station Replacement. Greenwood Village, CO Subcontract to Canterbury CMS
3/2014	Lone Star School District, Chlorine Contact Chamber with Yard Piping and Structure. Yuma, CO Subcontract to Canterbury CMS
12/2013	Red Rock Valley Estates, 200,000 gallon Tank Improvements & Fire Pump Integration, Colorado Springs, CO
7/2013	Beaver Creek Water System Improvements, Elk Track Pump Station, For Vail Resorts, Subcontract to Site Resource Management, Inc. Demo and Replace Pumps and Piping, Beaver Creek, CO
6/2011	Widefield Water and Sanitation District Baffle Wall Replacement Clarifier Demo Widefield, CO
1/2011	Ft Morgan Water Treatment Plant, House Water System Improvements, Ft Morgan, CO
8/2010	Concrete Cistern Construction Subcontract to Destiny Construction Sedalia, Co
8/2010	Widefield Water Air Stripper Plant, Subcontract to CG Construction, Piping and Equipment installation. Widefield, CO
3/2010	Marston Treatment Plant Upgrades Amendment #3 Alum Diffuser installation, Subcontract to Mountain Man Welding

References

City of Salida Wastewater Treatment Plant
340 W. Hwy 291
Salida, CO 81526

Contact: David Lady
Phone: 719-539-6257

JDS-Hydro Consultants, Inc.
5540 Tech Center Drive, Suite 100
Colorado Springs, CO 80919

Primary Contact: Doug Schwenke
Phone: 719-227-0072
Email: dschwenke@jdshydro.com

Fort Morgan Water Treatment Plant
14625 Morgan County Rd. 8
Wiggins, CO 80654

Retired Contact: John Turner
Phone: 970-301-1943

Exceptions:

All stainless steel pipe pricing is only good for 24 hours. Pricing will be adjusted at time of order and passed on to owner via change order (3/25/2022).



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Ordinance 2022-05; Amending Sections in Title 090 Public Lands, Second Reading
Action Requested:	Approval of Ordinance 2022-05 amending sections of Title 090 of the Municipal Code regarding the regulation of Public Lands.
Department:	Parks & Recreation
Presented By:	Brian Smith
Strategic Goals:	Provide Efficient and Responsive City Government Generate Sustainable Economic Development
Background Info:	City Council on June 17, 2021 discussed Ordinance 2021-06 regarding authorization of commercial use of the parks through a permitting system. Council voted 5-1 to approve the ordinance on first reading. Since that time, other changes to Title 090 have been identified as a need by staff. Ordinance 2022-05 includes the previously discussed changes to Title 090 including adding the ability for the City Manager to issue commercial activity permits. It also makes changes to the rules and regulations for parks, the archery range, and cemeteries including the department fee schedule, and amends 090.050.050 to use the Construction Trades Licenses section of Title 50 for commercial tree cutters.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	No Concerns
Staff Recommendation:	Staff recommends approval of Ordinance 2022-05.

ORDINANCE NO. 05

Series of 2022

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING TITLE 090 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, pursuant to its home rule authority, the City, acting through its City Council (the “Council”), is authorized to adopt ordinances amending the Municipal Code; and

WHEREAS, the City owns and manages various properties around the City that are governed by Title 090 of the Glenwood Springs Municipal Code; and

WHEREAS, City staff have recommended amendments to Title 090 of the Glenwood Springs Municipal Code to address:

- a) where to find the cemetery rules and regulations;
- b) parks rules and regulations;
- c) the issuance of permits reserving park lands and structures; closing of park lands to public;
- d) licensing of commercial tree cutters; and

WHEREAS, the City Council finds and declares that the amendments to Title 090 set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, are in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AS FOLLOWS:

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

Section 2. Title 090 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

Section 3. Any ordinances or resolutions or parts thereof, which are in conflict with this ordinance, are hereby repealed to the extent of such conflict only.

Section 4. With the exception of the provisions of the Municipal Code of the City of Glenwood Springs which are modified as provided herein, all remaining provisions of the Municipal Code of the City of Glenwood Springs shall remain in full force and effect.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 3rd DAY OF FEBRUARY 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS _____ DAY OF _____ 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

The following sections of the Municipal Code are amended as follows with double underlined text added and ~~strike through text deleted~~.

ARTICLE 090.020 CEMETERIES

090.020.010 Rules and regulations adopted.

- (a) *Adoption.* For the purposes of providing a just, equitable and practical method of safe, efficient and economical management of the cemeteries owned by the City, the City of Glenwood Springs Cemetery Rules and Regulations, ("Cemetery Rules and Regulations") promulgated by the City of Glenwood Springs, Colorado, are hereby adopted which shall be amended by City Council Resolution.
- (b) *Violations.* It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip or maintain any grave, grave lot, monument or vault or cause or permit the same to be done, or for any person to perform any other act prohibited or fail to perform any other act required by or contrary to and in violation of any of the provisions of the Cemetery Rules and Regulations, or any order issued by the City Manager pursuant to said Rules and Regulations.
- (c) *Penalties.* Any person violating any of the provisions of the Cemetery Rules and Regulations shall be deemed guilty of a misdemeanor and, upon conviction of the same, shall be punished in accordance with the provisions of Section 010.020.080.
- (d) *Conflicts.* If any provision of the Cemetery Rules and Regulations conflicts with any other provisions of this Code or any state or federal law or regulation, the other provision of this Code or state or federal law or regulation shall control.
- (e) *Copies.* Copies of the Cemetery Rules and Regulations are available for public inspection in the office of the City Clerk at 101 W. 8th Street, Glenwood Springs, Colorado and online at www.cogs.us.

ARTICLE 090.030 MUNICIPAL PARKS

090.030.030 Rules and regulations.

- (a) *Adoption.* For the purposes of providing a just, equitable and practical method of safe, efficient, and economical management of parklands owned by the City, the City of Glenwood Springs Parks Rules and Regulations, ("Parks Rules and Regulations") promulgated by the City of Glenwood Springs, Colorado, are hereby adopted which shall be amended by City Council Resolution.

- (c) *Penalties.* Any person violating any of the provisions of the Parks Rules and Regulations shall be deemed guilty of a misdemeanor and, upon conviction of the same, shall be punished in accordance with the provisions of Section 010.020.080.
- (d) *Conflicts.* If any provision of the Parks Rules and Regulations conflicts with any other provisions of this Code or any state or federal law or regulation, the other provision of this Code or state or federal law or regulation shall control.
- (e) *Copies.* Copies of the Parks Rules and Regulations are available for public inspection in the office of the City Clerk at 101 W. 8th Street, Glenwood Springs, Colorado and online at www.cogs.us.

The City Council may adopt rules and regulations consistent with the provisions of this article to promote the public health, safety and general welfare of those persons utilizing the park lands.

090.030.040 Issuance of permits reserving park lands and structures; closing of park lands to public.

- (a) *Permit required for exclusive use of a parkland or Parks and Recreation facility; attendance of 50+ participants and/or spectators; use of tents, structures, and/or sound amplification; selling or distributing alcohol and/or food to the public; any commercial activity selling goods and/or services.*
- ~~(a)~~ (b) *Permits.* The City Manager shall have the authority to issue written permits reserving park lands and structures in park lands. When no permit has been issued, the use of such areas shall follow generally the rules of first-come first-served.
- (c) *Commercial Activity Permits.* The City Manager shall have the authority to issue written permits for commercial activities on City park lands. No commercial activity may be conducted without a permit.
- (d) *Boat Ramp Commercial Use Permit.* The City Manager shall have the authority to issue written permits for commercial activities on City boat ramps. No commercial activity may be conducted without a permit.
- ~~(b)~~ (e) *Closing park lands.* Any section, part or the whole of any park land may be declared closed to the public by the City Manager at any time and for any interval of time, whether temporarily or at regular and stated intervals, daily or otherwise, and whether entirely or merely to certain uses, as the City Manager shall find reasonable and necessary.

~~090.030.050 Certain acts prohibited within park lands.~~

~~It shall be unlawful for any person to perform any of the following acts within the park lands, to wit:~~

- ~~(1) To cut, mark, remove, break or climb upon or in any way injure, damage or deface the trees, shrubs, plants, turf or any of the building, fences, bridges or other structures.~~
- ~~(2) To pick or take away any vegetation.~~
- ~~(3) To build or place any tent, building, booth, stand or other structure without first having obtained a permit to do so from the City Manager.~~

- ~~(4) To build, light, make or use any fires, except in fireplaces and grills constructed for such purpose and under such rules and regulations as may be prescribed in the Article, or to leave the park without first having completely extinguished fires.~~
- ~~(5) To bring in any garbage, trash, refuse, fill materials or other waste materials for the purpose of dumping or depositing the same in the parkland, except upon the express consent of the City Manager.~~
- ~~(6) To deposit, throw or leave any litter, except in a receptacle or container provided for such purpose. If no receptacles are available, litter shall be carried away from the area to be properly disposed of elsewhere. For purposes of this subsection, litter is defined to include all rubbish, waste material, refuse, garbage, trash, debris or other foreign substance, solid or liquid of every form, size, kind and description.~~
- ~~(7) To bring in any glass bottle or glass container for any purpose whatsoever.~~
- ~~(8) Within the park lands located outside the territorial limits of the City, to violate any provision of this Code.~~
- ~~(9) To fail to observe or respect written permits issued by the City Manager.~~
- ~~(10) To conduct any commercial activity without a permit.~~
- ~~(10)(11) To violate any rule or regulation promulgated pursuant to this article.~~
- ~~(11)(12) To possess or carry a firearm or other weapon, as described in Article 120.030 of this Code. This prohibition shall not apply to City approved shooting ranges and persons using such shooting ranges as members, guests of members and law enforcement officers or at City approved events.~~
- ~~(12) To leave horses or livestock at the rodeo grounds unattended except pursuant to a valid special event permit.~~
- ~~(13) Smoke, as defined in Section 100.040.020.~~

~~090.030.060—Restriction on use of park lands for commercial rafting and related activities.~~

~~It shall be unlawful for any person engaged in the business of transporting people on the Roaring Fork or Colorado River for hire to use Veltus Park for access to or from the Roaring Fork River.~~

- ~~(b) It shall be unlawful for any person engaged in the business of transporting people on the Roaring Fork or Colorado River for hire to park or stand any vehicle used in said business in Two Rivers Park unless such vehicle is actively engaged in loading or unloading people or equipment.~~
- ~~(c) Any person or company engaged in the business of transporting people on the Roaring Fork or Colorado River for hire must obtain a permit from the City before using the ramp at Two Rivers Park for the loading and unloading of people or equipment into or out of the Rivers. Such ramp use shall include the disembarking of people for use of the pavilion and/or picnic~~

areas. Such ramp use permit shall be effective for one (1) calendar year. Each permit expires on December 31 of the calendar year. The annual ramp permit fee will be set by resolution of City Council.

- ~~(d) Each permittee shall also be assessed a fee as set by resolution of City Council for use of the ramp. A usage report and associated payment shall be provided to the City no later than December 1st of the current year.~~
- ~~(e) No permittee will proceed to the Two Rivers boat ramp until such time as it is clearly evident that space is available for him/her to load/unload safely. The ramp area will be kept clear at all times for loading and unloading activities.~~
- ~~(f) The ramp area is to be used for loading and unloading only. Loading/unloading time shall not exceed twenty (20) minutes.~~
- ~~(g) No vehicles will be left unattended at any time. Attended vehicles will not be left in the ramp area or adjoining loop for over thirty (30) minutes, space allowing.~~
- ~~(h) No storage parking of vehicles is allowed anywhere in the park. Commercial vehicles left unattended anywhere in the park are subject to ticketing and towing.~~
- ~~(i) No commercial staging activities shall occur in Two Rivers Park.~~
- ~~(j) All permittees shall abide by the rules and regulations for use of the boat ramp and Two Rivers Park which may be established from time to time by the City. All permittees are responsible for educating their employees about these rules and regulations.~~
- ~~(k) Trash containers, portable toilets and recycling containers are provided. Commercial companies will be responsible for keeping the area clean around these facilities used by their customers.~~
- ~~(l) Permittees shall use the area west of the boat ramp, as indicated on the map attached to the ordinance codified herein as a picnic area. If overcrowding occurs in this area, permittees will be allowed to use the Two Rivers Park picnic area. This provision does not imply that the area west of the boat ramp or that the Two Rivers Park picnic area are for the exclusive use of commercial permittees.~~
- ~~(m) Failure to abide by the City regulations can result in the permittee losing his/her permit to use the boat ramp in addition to any other penalties allowed by law. All violations will be reported to the Forest Service.~~
- ~~(n) Failure by a person or company to comply with any of these permitting and reporting requirements for the use of the ramp shall result in a fine of one hundred dollars (\$100.00) and the suspension of the right to use the ramp for one (1) week. Subsequent violations will result in a fine of two hundred fifty dollars (\$250.00) per violation and a twelve month suspension of the person's or company's use of the Two Rivers Park ramp, pavilion and picnic facilities.~~
- ~~(o) Reserved.~~

ARTICLE 090.050 STREET TREES

090.050.050 Licensing of commercial tree cutters.

- (a) *Purpose.* The purpose of this section is to protect the City and the citizens thereof and to protect and preserve trees in the City by assuring a minimum level of knowledge and competency on the part of all persons engaged in the business of cutting trees in the City.
- (b) *License required.* It shall be unlawful for any person to engage in the business of cutting, trimming, pruning or removing trees within the City without first procuring a contractor's license from the City. For purposes of this section, business is defined as any work for which a charge is made, either by a fixed sum, price, fee, wage, percentage, barter or any combination of these.
- ~~(c) *Application procedure.* Any person desiring a license pursuant to this section shall make application therefor at the Office of the Superintendent on forms to be provided by the Superintendent. Within ten (10) days after receipt of the application, the Superintendent shall examine the applicant either orally or in writing as he/she shall deem appropriate. At the discretion of the Superintendent, the examination may also include an actual demonstration of the applicant's ability. No license shall be issued or renewed without the approval of the Superintendent.~~
- ~~(d) *Insurance.* Every person granted a license under this section shall maintain at all times workers' compensation insurance, as well as public liability and property damage insurance in the following minimum amounts: seventy-five thousand dollars (\$75,000.00) coverage per occurrence, fifty thousand dollars (\$50,000.00) coverage for bodily injury and death per person, and ten thousand dollars (\$10,000.00) for property damage.~~
- ~~(e) *License fees, term and renewal.* No license shall be issued or renewed hereunder until the applicant has paid an annual license fee of seventy-five dollars (\$75.00). Every license issued hereunder shall expire twelve (12) calendar months after it is issued. Renewal applications may be submitted at the Office of the Superintendent any time within thirty (30) days of the date the license will expire.~~
- ~~(f) *Suspension or revocation of license.* Upon the verified complaint in writing by any person, the Superintendent may suspend or revoke any license issued hereunder for violations of this article or for violations of any rules or regulations promulgated pursuant to this article. The complaint shall be submitted in writing to the Superintendent and shall state the date, time and place of the violation for which the suspension or revocation of said license is requested. Before suspending or revoking any license pursuant to this section, the Superintendent shall first mail, by certified mail, a copy of the complaint to the license holder and give notice to the license holder of a date, not less than five (5) days after the date of mailing of such notice, on which the Superintendent will hold a hearing to determine whether or not such license should be suspended or revoked.~~
- ~~(g) *Appeal of suspension or revocation.* In the event of any suspension or revocation of a license by the Superintendent, the licensee shall have the right to appeal such suspension or revocation to the City Manager and thence to the City Council. An appeal of the Superintendent's decision must be submitted in writing to the Superintendent within ten (10) days after the suspension or revocation of the license or, if an appeal for the decision of the City Manager, within ten (10) days of his/her decision. The City Manager or the City Council shall have the power to affirm, reverse or modify the decision of the Superintendent or City Manager, respectively.~~



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Letter of Support for the Multimodal Options for a Vibrant Equitable (MOVE) Western Slope for United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (US DOT RAISE) Grant Funding
Action Requested:	Reaffirm the Letter of Support for the Multimodal Options for a Vibrant Equitable (MOVE) Western Slope for United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (US DOT RAISE) Grant Funding.
Department:	City Administration
Presented By:	Debra Figueroa
Strategic Goals:	Protect and Preserve our Quality of Life Provide Efficient and Responsive City Government
Background Info:	The Colorado Department of Transportation is submitting a US DOT RAISE Grant that is intended to fund a multimodal hub in West Glenwood at the Roaring Fork Transit Authority property. Staff was asked to provide this letter of support by April 7, so the Mayor signed the letter upon staff's request.
Issues:	NA.
Fiscal Impact:	City staff supports this project but there is no matching requirement.
Legal Review:	NA
Staff Recommendation:	Reaffirm the Letter of Support for the Multimodal Options for a Vibrant Equitable (MOVE) Western Slope for United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (US DOT RAISE) Grant Funding.



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

March 28, 2022

The Honorable Pete Buttigieg, Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the Multimodal Options for a Vibrant, Equitable (MOVE) Western Slope proposal for US DOT RAISE grant funding

Dear Secretary Buttigieg:

As Mayor of the City of Glenwood Springs, I write to express my strong support for the Colorado Department of Transportation's (CDOT) MOVE Western Slope project, which will create three multimodal transportation hubs along the Interstate 70 corridor in Central Colorado.

Glenwood Springs will benefit particularly from the implementation of the West Glenwood Transit Hub. This will allow to RFTA to extend its VelociRFTA BRT system from its current terminus at the southern edge of the city to our downtown core, and then to the West Glenwood Transit Hub.

Development of the West Glenwood Transit Hub is the first step in RFTA's plan to connect RFTA's acclaimed BRT system on the SH82 corridor with the I-70 corridor, eventually operating on I-70 up to 40 miles between the Town of Parachute and Glenwood Springs. The City of Glenwood Springs is the region's center of employment, shopping, entertainment, tourism, and services; and it will be the midway point in this future inter-regional BRT system.

The West Glenwood Transit Hub will feature spacious, enclosed bus waiting areas, restrooms, sheltered boarding areas, real-time arrival, first and last mile mobility options (FLMM) and other amenities to make the critical connection between SH82 and Interstate 70 seamless and comfortable.

I strongly urge you to fund this proposal. It meets the intent of the RAISE grant, and it is a perfect demonstration of leveraging modest Federal infrastructure grants to accomplish extraordinary results.

Sincerely,

A handwritten signature in blue ink, reading "Jon Godes".

Jonathan Godes, Mayor
City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Letter of Support for Senate Bill 22-180 Concerning Programs to Reduce Level Ozone Through Increased Use of Transit
Action Requested:	Reaffirm a letter of support for Senate Bill 22-180 Concerning Programs to Reduce Level Ozone Through Increased Use of Transit.
Department:	City Administration
Presented By:	Debra Figueroa
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life
Background Info:	If passed, Senate Bill 22-180 will increase Bustang Service along I-70, including into the West Glenwood RFTA Bus Station. It is an integral part of the RAISE grant being submitted by CDOT and will be a very strong component to our Transportation Demand Management program. The hearing on Senate Bill 22-180 was on March 29, 2022 so the letter had to be sent ahead of this City Council meeting. The Mayor signed this letter at the request of City Staff.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	Reaffirm a letter of support for Senate Bill 22-180 Concerning Programs to Reduce Level Ozone Through Increased Use of Transit.

**Second Regular Session
Seventy-third General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 22-0910.02 Megan Waples x4348

SENATE BILL 22-180

SENATE SPONSORSHIP

Winter and Hinrichsen,

HOUSE SPONSORSHIP

Gray and Bacon,

Senate Committees
Transportation & Energy

House Committees

A BILL FOR AN ACT

101 **CONCERNING PROGRAMS TO REDUCE GROUND LEVEL OZONE THROUGH**
102 **INCREASED USE OF TRANSIT.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill creates the ozone season transit grant program (program) in the Colorado energy office (office). The program provides grants to the regional transportation district (RTD) and transit associations in order to provide free transit services for at least 30 days during ozone season. A transit association receiving a grant may use the money to make grants to eligible transit agencies. The eligible transit agencies may use the money

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

to provide at least 30 days of new or expanded free transit services during ozone season. The RTD may use grant money to cover up to 80% of the costs of providing free transit for at least 30 days on all services offered by the RTD during ozone season. Eligible transit agencies and the RTD can use the money to cover lost fare box revenues and to pay for other expenses necessary to implement the program, including expenses associated with an increase in ridership as a result of the program. The RTD and a transportation association receiving a grant are required to report to the office on the services offered and estimates of the change in ridership as a result of the program.

The office is required to establish policies governing the program and to report to the house and senate transportation committees by December 31 of each year of the program. The program is repealed, effective July 1, 2024.

The transit and rail division (division) in the department of transportation is required to create a 3-year pilot project to extend state-run transit services throughout the state with the goals of reducing ground level ozone, increasing ridership, and reducing vehicle miles traveled in the state. The division is required to report to the transportation legislation review committee on the pilot project. The pilot project is repealed, effective July 1, 2026.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 hereby finds and declares that:

4 (a) Ground level ozone poses health risks to all Coloradans,
5 especially to vulnerable populations including the elderly, young children,
6 and people with asthma or other respiratory diseases;

7 (b) The negative effects of ozone exposure include pain when
8 breathing deeply, coughing, sore throat, and inflamed or damaged
9 airways;

10 (c) Ozone exposure can also exacerbate existing respiratory
11 conditions including asthma, emphysema, and chronic bronchitis and may
12 be a potential cause of asthma;

13 (d) Ozone is one of the most common ambient air pollutants along

1 the front range of Colorado;

2 (e) Ground level ozone forms when chemical reactions occur
3 between nitrogen emitted from cars and other sources and volatile organic
4 compounds in the presence of sunlight, making levels highest during the
5 summer months;

6 (f) Colorado's ozone season, which runs from June 1 through
7 August 31, poses significant health risks to Colorado's vulnerable
8 residents and can force individuals to restrict their daily activities and stay
9 indoors on days with high ozone levels;

10 (g) Reducing ground traffic and encouraging the use of public
11 transit can help lower ozone-forming emissions and thereby reduce
12 ground level ozone during the ozone season;

13 (h) Reducing ground level ozone serves an important public
14 interest by protecting the health and well being of all Coloradans,
15 especially those who are vulnerable to the negative impacts of ozone
16 exposure;

17 (i) Offering free transit has increased transit use in other
18 communities and can help rebuild ridership following the COVID-19
19 pandemic; and

20 (j) Creating a grant program to provide free public transit during
21 ozone season will promote public health and serve the interests of all
22 Coloradans.

23 **SECTION 2.** In Colorado Revised Statutes, **add** 24-38.5-113 as
24 follows:

25 **24-38.5-113. Ozone season transit grant program - fund -**
26 **creation - policies - report - definitions - repeal.** (1) AS USED IN THIS
27 SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1 (a) "ELIGIBLE TRANSIT AGENCY" MEANS AN ENTITY THAT IS:

2 (I) A REGIONAL SERVICE AUTHORITY PROVIDING SURFACE
3 TRANSPORTATION PURSUANT TO PART 1 OF ARTICLE 7 OF TITLE 32, A
4 REGIONAL TRANSPORTATION AUTHORITY CREATED PURSUANT TO PART 6
5 OF ARTICLE 4 OF TITLE 43, OR ANY OTHER POLITICAL SUBDIVISION OF THE
6 STATE, PUBLIC ENTITY, OR NONPROFIT CORPORATION PROVIDING MASS
7 TRANSPORTATION SERVICES TO THE GENERAL PUBLIC OTHER THAN THE
8 REGIONAL TRANSPORTATION DISTRICT; AND

9 (II) ELIGIBLE TO RECEIVE MONEY UNDER A GRANT AUTHORIZED BY
10 49 U.S.C. SEC. 5307 OR 49 U.S.C. SEC. 5311.

11 (b) "FUND" MEANS THE OZONE SEASON TRANSIT GRANT PROGRAM
12 FUND ESTABLISHED IN SUBSECTION (8) OF THIS SECTION.

13 (c) "OFFICE" MEANS THE COLORADO ENERGY OFFICE CREATED IN
14 SECTION 24-38.5-101.

15 (d) "OZONE SEASON" MEANS THE PERIOD FROM JUNE 1 TO AUGUST
16 31 OF A CALENDAR YEAR.

17 (e) "PROGRAM" MEANS THE OZONE SEASON TRANSIT GRANT
18 PROGRAM CREATED IN SUBSECTION (2) OF THIS SECTION.

19 (f) "REGIONAL TRANSPORTATION DISTRICT" MEANS THE REGIONAL
20 TRANSPORTATION DISTRICT ESTABLISHED IN ARTICLE 9 OF TITLE 32.

21 (g) "TRANSIT ASSOCIATION" MEANS A COLORADO NONPROFIT
22 CORPORATION FORMED TO REPRESENT TRANSIT INTERESTS IN COLORADO
23 WHOSE MEMBERSHIP INCLUDES TRANSIT AGENCIES, TRANSIT-RELATED
24 BUSINESSES, AND GOVERNMENTAL ENTITIES.

25 (2) THE OZONE SEASON TRANSIT GRANT PROGRAM IS CREATED IN
26 THE OFFICE. THE PURPOSES OF THE PROGRAM ARE:

27 (a) TO PROVIDE GRANTS TO TRANSIT ASSOCIATIONS FOR THE

1 PURPOSE OF PROVIDING GRANTS TO ELIGIBLE TRANSIT AGENCIES IN ORDER
2 TO OFFER FREE TRANSIT SERVICES FOR A MINIMUM OF THIRTY DAYS
3 DURING OZONE SEASON; AND

4 (b) TO PROVIDE GRANTS TO THE REGIONAL TRANSPORTATION
5 DISTRICT FOR THE PURPOSE OF PROVIDING FREE TRANSPORTATION
6 SERVICES FOR A MINIMUM OF THIRTY DAYS DURING OZONE SEASON.

7 (3) THE OFFICE SHALL ADMINISTER THE PROGRAM AND AWARD
8 GRANTS IN ACCORDANCE WITH THIS SECTION AND THE POLICIES
9 DEVELOPED BY THE OFFICE PURSUANT TO SUBSECTION (6) OF THIS
10 SECTION. SUBJECT TO AVAILABLE APPROPRIATIONS, GRANTS SHALL BE
11 PAID OUT OF THE FUND.

12 (4) TO RECEIVE A GRANT, A TRANSIT ASSOCIATION OR THE
13 REGIONAL TRANSPORTATION DISTRICT MUST SUBMIT AN APPLICATION TO
14 THE OFFICE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION
15 AND THE POLICIES ESTABLISHED BY THE OFFICE IN ACCORDANCE WITH
16 SUBSECTION (6) OF THIS SECTION. THE OFFICE MAY AWARD GRANTS OF UP
17 TO THREE MILLION DOLLARS EACH YEAR TO A TRANSIT ASSOCIATION AND
18 UP TO ELEVEN MILLION DOLLARS EACH YEAR TO THE REGIONAL
19 TRANSPORTATION DISTRICT.

20 (5) A GRANT RECIPIENT MAY USE THE GRANT MONEY AS FOLLOWS:

21 (a) (I) A TRANSIT ASSOCIATION THAT RECEIVES A GRANT MAY USE
22 THE MONEY TO ESTABLISH A GRANT PROGRAM FOR ELIGIBLE TRANSIT
23 AGENCIES IN ACCORDANCE WITH THIS SECTION. A TRANSIT ASSOCIATION
24 MAY USE A PORTION OF THE GRANT MONEY TO PAY ITS DIRECT AND
25 INDIRECT COSTS IN ADMINISTERING THE GRANT PROGRAM.

26 (II) TO RECEIVE A GRANT FROM THE TRANSIT ASSOCIATION, AN
27 ELIGIBLE TRANSIT AGENCY MUST SUBMIT AN APPLICATION TO THE TRANSIT

1 ASSOCIATION. AT A MINIMUM, THE APPLICATION MUST DESCRIBE THE FREE
2 TRANSIT SERVICES THAT WILL BE PROVIDED OR EXPANDED WITH THE
3 GRANT MONEY, INDICATE TO WHAT EXTENT THE ELIGIBLE TRANSIT
4 AGENCY WILL MATCH THE GRANT MONEY WITH OTHER MONEY, AND
5 COMMIT TO PROVIDING THE NEW OR EXPANDED FREE SERVICES FOR AT
6 LEAST THIRTY DAYS DURING THE OZONE SEASON.

7 (III) AN ELIGIBLE TRANSIT AGENCY THAT RECEIVES A GRANT
8 THROUGH THE TRANSIT ASSOCIATION MAY USE THE MONEY TO COVER THE
9 COSTS ASSOCIATED WITH PROVIDING NEW OR EXPANDED FREE TRANSIT
10 SERVICES WITHIN ITS SERVICE AREA DURING OZONE SEASON, INCLUDING
11 OFFERING ADDITIONAL FREE ROUTES OR EXPANDING SERVICE ON ROUTES
12 FOR WHICH THE ELIGIBLE TRANSIT AGENCY CURRENTLY OFFERS FREE
13 SERVICE. GRANT MONEY MAY BE USED TO REPLACE FARE BOX REVENUE
14 AND TO PAY FOR OTHER EXPENSES NECESSARY TO IMPLEMENT THE
15 PROGRAM, INCLUDING EXPENSES ASSOCIATED WITH AN INCREASE IN
16 RIDERSHIP AS A RESULT OF THE PROGRAM.

17 (IV) AN ELIGIBLE TRANSIT AGENCY SHALL NOT USE GRANT MONEY
18 TO OFFSET OR REPLACE FUNDING FOR FREE TRANSIT SERVICES THAT THE
19 ELIGIBLE TRANSIT AGENCY OFFERED AS OF JANUARY 1, 2022.

20 (V) IN AWARDING GRANTS UNDER THIS SUBSECTION (5)(a), THE
21 TRANSIT ASSOCIATION SHALL:

22 (A) ALLOCATE MONEY AMONG APPLICANTS WITH THE GOALS OF
23 REDUCING OZONE FORMATION, INCREASING RIDERSHIP ON TRANSIT, AND
24 REDUCING VEHICLE MILES TRAVELED IN THE STATE; AND

25 (B) CONSIDER THE EXTENT TO WHICH THE APPLICANT WILL MATCH
26 GRANT MONEY WITH OTHER MONEY.

27 (VI) EACH ELIGIBLE TRANSIT AGENCY THAT RECEIVES A GRANT

1 SHALL REPORT ON THE USE OF THE MONEY TO THE TRANSIT ASSOCIATION
2 IN ACCORDANCE WITH POLICIES ESTABLISHED BY THE TRANSIT
3 ASSOCIATION AND THE OFFICE. THE REPORT MUST INCLUDE, AT A
4 MINIMUM, INFORMATION ON HOW THE GRANT MONEY WAS SPENT; THE
5 FREE SERVICES THAT WERE OFFERED USING THE GRANT MONEY; AND
6 ESTIMATES OF THE CHANGE IN RIDERSHIP DURING THE PERIOD THAT FREE
7 SERVICES WERE OFFERED COMPARED TO PREVIOUS MONTHS, THE SAME
8 MONTH IN PREVIOUS YEARS, AND THE MONTHS AFTER THE PROGRAM
9 CONCLUDED. THE REPORT MAY INCLUDE ADDITIONAL INFORMATION,
10 INCLUDING A NARRATIVE ANALYSIS, TO PROVIDE CONTEXT ON THE
11 RIDERSHIP DATA INCLUDED IN THE REPORT. ON OR BEFORE DECEMBER 1
12 OF EACH YEAR OF THE GRANT PROGRAM, THE TRANSIT ASSOCIATION SHALL
13 SUBMIT A REPORT TO THE OFFICE COMPILING AND SUMMARIZING THE
14 REPORTED INFORMATION FOR ALL ELIGIBLE TRANSIT AGENCIES THAT
15 RECEIVED A GRANT THROUGH THE TRANSIT ASSOCIATION.

16 (VII) A TRANSIT ASSOCIATION RECEIVING A GRANT SHALL
17 DEVELOP AND PUBLICIZE POLICIES FOR THE GRANT, INCLUDING THE
18 PROCESS AND DEADLINES FOR AN ELIGIBLE TRANSIT AGENCY TO APPLY FOR
19 AND RECEIVE A GRANT, THE INFORMATION AND DOCUMENTATION
20 REQUIRED FOR THE APPLICATION, REPORTING REQUIREMENTS AND
21 DEADLINES, AND ANY ADDITIONAL REQUIREMENTS NECESSARY TO
22 ADMINISTER THE GRANT.

23 (b)(I) THE REGIONAL TRANSPORTATION DISTRICT MAY USE GRANT
24 MONEY TO COVER UP TO EIGHTY PERCENT OF THE COSTS OF PROVIDING AT
25 LEAST THIRTY DAYS OF FREE TRANSIT ON ALL SERVICES OFFERED BY THE
26 REGIONAL TRANSPORTATION DISTRICT. GRANT MONEY MAY BE USED TO
27 REPLACE FARE BOX REVENUE AND TO PAY FOR OTHER EXPENSES

1 NECESSARY TO IMPLEMENT THE PROGRAM, INCLUDING EXPENSES
2 ASSOCIATED WITH AN INCREASE IN RIDERSHIP AS A RESULT OF THE
3 PROGRAM.

4 (II) ON OR BEFORE DECEMBER 1 OF EACH YEAR FOR WHICH THE
5 REGIONAL TRANSPORTATION DISTRICT RECEIVES A GRANT, THE REGIONAL
6 TRANSPORTATION DISTRICT SHALL SUBMIT A REPORT TO THE OFFICE ON
7 THE IMPLEMENTATION OF THE PROGRAM IN ACCORDANCE WITH THE
8 POLICIES ESTABLISHED BY THE OFFICE. AT A MINIMUM, THE REPORT MUST
9 INCLUDE INFORMATION ON HOW THE GRANT MONEY WAS SPENT; THE FREE
10 SERVICES THAT WERE OFFERED USING THE GRANT MONEY; AND ESTIMATES
11 OF THE CHANGE IN RIDERSHIP DURING THE PERIOD THAT FREE SERVICES
12 WERE OFFERED COMPARED TO PREVIOUS MONTHS, THE SAME MONTH IN
13 PREVIOUS YEARS, AND THE MONTHS AFTER THE PROGRAM CONCLUDED.
14 THE REPORT MAY INCLUDE ADDITIONAL INFORMATION, INCLUDING A
15 NARRATIVE ANALYSIS, TO PROVIDE CONTEXT ON THE RIDERSHIP DATA
16 INCLUDED IN THE REPORT.

17 (III) THE STATE AUDITOR SHALL AUDIT THE REGIONAL
18 TRANSPORTATION DISTRICT'S USE OF THE GRANT MONEY AS PART OF ITS
19 NEXT PERFORMANCE AUDIT OF THE REGIONAL TRANSPORTATION DISTRICT
20 CONDUCTED PURSUANT TO SECTION 32-9-115 (3).

21 (6) THE OFFICE SHALL ESTABLISH AND PUBLICIZE POLICIES FOR THE
22 PROGRAM. AT A MINIMUM, THE POLICIES MUST ADDRESS THE PROCESS AND
23 ANY DEADLINES FOR APPLYING FOR AND RECEIVING A GRANT UNDER THE
24 PROGRAM, THE INFORMATION AND DOCUMENTATION REQUIRED FOR THE
25 APPLICATION, REPORTING REQUIREMENTS AND DEADLINES, AND ANY
26 ADDITIONAL POLICIES NECESSARY TO ADMINISTER THE PROGRAM.

27 (7) THE OFFICE MAY SEEK, ACCEPT, AND EXPEND GIFTS, GRANTS,

1 OR DONATIONS FROM PRIVATE OR PUBLIC SOURCES FOR THE PURPOSES OF
2 THIS SECTION. THE OFFICE SHALL TRANSMIT ALL MONEY RECEIVED
3 THROUGH GIFTS, GRANTS, OR DONATIONS TO THE STATE TREASURER, WHO
4 SHALL CREDIT THE MONEY TO THE FUND.

5 (8) (a) THE OZONE SEASON TRANSIT GRANT PROGRAM FUND IS
6 HEREBY CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF
7 MONEY TRANSFERRED TO THE FUND IN ACCORDANCE WITH SUBSECTION
8 (8)(d) OF THIS SECTION, ANY OTHER MONEY THAT THE GENERAL ASSEMBLY
9 APPROPRIATES OR TRANSFERS TO THE FUND, AND ANY GIFTS, GRANTS, OR
10 DONATIONS CREDITED TO THE FUND PURSUANT TO SUBSECTION (7) OF THIS
11 SECTION.

12 (b) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND
13 INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE
14 FUND TO THE FUND.

15 (c) MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO THE
16 OFFICE FOR THE PURPOSES SPECIFIED IN THIS SECTION.

17 (d) THREE DAYS AFTER THE EFFECTIVE DATE OF THIS SUBSECTION
18 (8)(d), THE STATE TREASURER SHALL TRANSFER TWENTY-EIGHT MILLION
19 DOLLARS TO THE FUND.

20 (9) ON OR BEFORE DECEMBER 31 OF EACH YEAR OF THE PROGRAM,
21 THE OFFICE SHALL SUBMIT A REPORT ON THE IMPLEMENTATION OF THE
22 PROGRAM TO THE HOUSE OF REPRESENTATIVES TRANSPORTATION AND
23 LOCAL GOVERNMENT COMMITTEE AND THE SENATE TRANSPORTATION AND
24 ENERGY COMMITTEE, OR THEIR SUCCESSOR COMMITTEES. THE REPORT
25 MUST SUMMARIZE AND COMPILE THE INFORMATION SUBMITTED TO THE
26 OFFICE PURSUANT TO SUBSECTIONS (5)(a)(VI) AND (5)(b) OF THIS SECTION.

27 (10) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2024.

1 **SECTION 3.** In Colorado Revised Statutes, 43-1-117.5, **add** (4)
2 as follows:

3 **43-1-117.5. Transit and rail division - created - powers and**
4 **duties - pilot project to expand transit - repeal.** (4) (a) THE TRANSIT
5 AND RAIL DIVISION SHALL ESTABLISH A PILOT PROJECT, BEGINNING NO
6 LATER THAN JULY 1, 2022, AND CONCLUDING ON JUNE 30, 2025, FOR THE
7 EXTENSION OF STATE-RUN TRANSIT SYSTEMS. THE GOALS OF THE PILOT
8 PROJECT ARE TO INCREASE RIDERSHIP ON STATE-RUN TRANSIT, REDUCE
9 VEHICLE MILES TRAVELED IN THE STATE, AND REDUCE GROUND LEVEL
10 OZONE IN THE STATE.

11 (b) ON OR BEFORE DECEMBER 1, 2023, AND ON OR BEFORE
12 DECEMBER 1 OF EACH YEAR THROUGH 2025, THE TRANSIT AND RAIL
13 DIVISION SHALL REPORT TO THE TRANSPORTATION LEGISLATION REVIEW
14 COMMITTEE CREATED IN SECTION 43-2-145 ON THE IMPLEMENTATION OF
15 THE PILOT PROJECT, INCLUDING INFORMATION ON THE SERVICES THAT ARE
16 EXPANDED OR EXTENDED AND ESTIMATES OF THE INCREASED RIDERSHIP
17 AS A RESULT OF THE PILOT PROJECT.

18 (c) THREE DAYS AFTER THE EFFECTIVE DATE OF THIS SUBSECTION
19 (4), THE STATE TREASURER SHALL TRANSFER THIRTY MILLION DOLLARS TO
20 THE STATE HIGHWAY FUND CREATED IN SECTION 43-1-219 FOR USE BY THE
21 TRANSIT AND RAIL DIVISION FOR THE PURPOSES SPECIFIED IN THIS
22 SUBSECTION (4).

23 (d) THIS SUBSECTION (4) IS REPEALED, EFFECTIVE JULY 1, 2026.

24 **SECTION 4. Safety clause.** The general assembly hereby finds,
25 determines, and declares that this act is necessary for the immediate
26 preservation of the public peace, health, or safety.



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

March 28, 2022

The Honorable Senator Winter
200 East Colfax
Denver, CO 80203

Dear Senator Winter:

We are writing today to inform you of our support for SB22-180. Thank you for introducing this legislation that will reduce the number of vehicles on the road and reduce harmful emissions in our state and on the I-70 corridor.

Pollution levels in the state continue to rise with increasing population and number of vehicles on the roads. This bill will help get people out of their cars and into transit in their neighborhoods, both through provisions to provide free transit service on existing routes during summer months, and through an exciting pilot program to expand the frequency of Bustang.

We are pleased that the free fare program will provide a savings to consumers during summer months – at least a month for the next two years and potentially more in the mountains. Summer is when ozone pollution in some areas of the state is of greatest concern—knowing that air pollution doesn’t respect jurisdictional boundaries. Also, summer is a great time for new riders to try transit, with warm weather and many more people enjoying Colorado’s beautiful hiking and camping destinations since the pandemic.

We especially want to express our support for the provision of this bill which would task CDOT to take on an ambitious, \$30 million, pilot program that will significantly increase the frequency of Bustang on I-25 and I-70. This pilot has immense potential that is particularly exciting for communities along the I-70 corridor. Of note, Bustang along I-70 is up to almost 90% of pre-COVID ridership, which tells us that there is a lot more demand for mountain transit. We are thrilled that CDOT’s new “Pegasus” service will soon offer some additional weekend service to and from destinations closer to Denver, but we can and must do more quickly, and this pilot is a tremendous opportunity.

Put simply, this will be a win for our economy and our environment. It will reduce traffic, improve access to jobs and ecotourism, and improve quality of life.

As both residents and visitors know, the geography that makes I-70 beautiful also makes travel challenging. Drivers face high mountain terrain, steep curves, and extreme weather conditions, and

with the roadway hemmed in by mountains, we truly cannot build our way out of the congestion that concentrates around weekends especially. Moreover, the beauty of the corridor and quality of life in our mountain communities means rapid growth, increasing housing prices, and sometimes long commutes for those of us who live and work in the corridor. For example, a resident of Eagle or Silverthorne might commute 30 miles to Vail, and a resident of Rifle might commute 40-70 miles to work in the Roaring Fork Valley. As housing prices rise, these types of daily commutes are becoming even more common.

In the mountain communities, we are fortunate to have Roaring Fork Transportation Authority's "Fast, Frequent, and Fun" bus rapid transit service along Highway 82 setting a national model for rural transit and both Eco and the Summit Stage providing quality transit options within their corridors. However, while Colorado's mountain communities boast the highest rural transit ridership in the country, many residents live and work across the boundary lines of these transit districts, with I-70 as the "missing link" during commuter hours.

As Colorado's popularity as a tourism destination continues to grow, more visitors also means more traffic – and more drivers who are unfamiliar with mountain road conditions, or with the rental cars that they often drive. Services like Bustang and Snowstang can provide a more relaxing, and much safer, alternative, allowing passengers to take in the natural beauty of their surroundings while leaving the driving to a professional.

All of these factors point to one thing: more transit along I-70 with great enough frequency to serve commuters and visitors alike. The pilot program that would be established through this bill provides a critical pathway to provide travelers with more options quickly and demonstrate the realm of the possible as we work together to get more people on transit, achieve cleaner air, and adapt to a rapidly changing economy.

Thank you to you and your fellow sponsors for your vision in proposing this ambitious package.

Sincerely,

A handwritten signature in blue ink that reads "Jon Godes". The signature is written in a cursive, flowing style.

Jonathan Godes, Mayor
City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Resolution 2022-15 Wireless Application Fees
Action Requested:	Approval of Ordinance 2022-15 approving Wireless Communication Fees.
Department:	Economic and Community Development
Presented By:	Jenn Ooton
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	City Council on March 3, 2022, approved Ordinance 2022-04 amending the use specific standards for wireless communication facilities, which states that City Council will set fees for application, license and access fees for these uses. This resolution sets the fees as follows: One-time application fees: • \$1,000 per application for a new pole or structure intended to support one or more small cell facilities or other WCFs. • \$500 for an application that includes up to five small cell facilities, and an additional \$100 for each small cell facility beyond five. (Applicable to collocation applications or requests to locate facilities on existing buildings or structures.) • The City may require additional or greater fees for an application where it involves a non-small cell facility and requires other permits (e.g. a special use permit). Recurring license fees: \$270 per year per small cell facility for access to the public right-of-way or attachment to City-owned structures in the right-of-way.
Issues:	Fees for wireless communication facilities cannot exceed the amount that would be authorized of an entity regulated pursuant to 47 U.S.C. § 224 (addressing the Federal Communications Commission's ("FCC") regulatory authority)
Fiscal Impact:	Fees will be based on the number of applications received.
Legal Review:	Legal has provided a review of the resolution.
Staff Recommendation:	Approval of Resolution 2022-15.

RESOLUTION 2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING THE GLENWOOD SPRINGS WIRELESS COMMUNICATIONS FACILITIES FEES

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

WHEREAS, Section 070.060.030(d)(3)(a) of the City’s Municipal Code authorizes City Council to establish a land use and development application fee schedule by resolution; and

WHEREAS, On March 3, 2022, City Council approved Ordinance 2022-04 amending the use-specific standards for wireless communication facilities (WCFs) in Section 070.030.030(g) of the City’s Municipal Code; and

WHEREAS, Sections 070.030.030(g)(6)(b) & 070.030.030(g)(6)(d) provide that WCF application and review fees shall be established by resolution of City Council and that license and access fees for WCFs in the right-of-way shall be established by resolution of City Council not to exceed the amount that would be authorized of an entity regulated pursuant to 47 U.S.C. § 224 (addressing the Federal Communications Commission’s (“FCC”) regulatory authority); and

WHEREAS, the FCC has issued an order (FCC 18-133, September 27, 2018) setting presumptively reasonable application and license fee levels for certain WCFs and interpreting reasonable fee levels under federal law; and

WHEREAS, the Glenwood Springs City Council finds and determines that the WCF fees approved in this Resolution comply with the limits set forth in the FCC’s order; and

WHEREAS, the Glenwood Springs City Council finds and believes it is in the interest of the City to adopt the WCF application and license fees as set forth herein.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts WCF fees as follows:

One-time application fees:

- \$1,000 per application for a new pole or structure intended to support one or more small cell facilities or other WCFs.

- \$500 for an application that includes up to five small cell facilities, and an additional \$100 for each small cell facility beyond five. (Applicable to collocation applications or requests to locate facilities on existing buildings or structures.)
- The City may require additional or greater fees for an application where it involves a non-small cell facility and requires other permits (e.g. a special use permit).

Recurring license fees:

\$270 per year per small cell facility for access to the public right-of-way or attachment to City-owned structures in the right-of-way.

Section 3. The Development Review Fee Schedule posted on the City's website shall be updated to reflect the changes adopted in this Resolution.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF APRIL 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk



Development Review and Other Fees Schedule
Originally approved by Resolution 2018-29

Type of Application	Fee
Ordinance Amendments	
Rezoning	\$700.00
Rezoning to PUD	\$2,300.00
PUD Plan Amendment	1/2 the application fee
Annexation	
Annexation Enclave	\$2,040.00
Annexation Non-Enclave	\$2,750.00
Disconnection	\$500.00
Development Permits	
Site/Architectural Plan	
Administrative review commercial site plans (greater than 2,000 SF gross floor area)	\$400.00
Administrative (4-8 Residential Units)	\$700.00
Minor	\$1,150.00
Major	\$3,200.00
Amendment	1/2 the application fee
Master Plan	\$700.00
Construction Plans	\$200.00
Location and Extent	\$0.00
Special Use Permit	\$800.00
Amendment to a Special Use Permit	1/2 the application fee
ROW Encroachment	
Administrative Review	\$150.00
City Council Review	\$800.00
Street Vendor	\$100.00
Floodplain Development Permit	\$50.00
Subdivision Procedures	
Minor Subdivision	\$1,330.00
Lot Boundary Adjustment	\$440.00
Preliminary Plat	\$2,040.00
Final Plat	\$530.00
Condominiumization	\$530.00
Vacation of ROW	\$800.00
Flexibility & Relief Procedures	
Variance	\$530.00

Administrative Adjustment/Alternative Compliance	\$220.00
Appeal	\$100.00
Other Misc. Fees	
Parking in Lieu Fee	\$8,000/stall
Zoning/Land Use Capability Letter	\$115/hour
Backyard Chicken Permit	\$35.00
Vacation Rentals**	
	Short Term Rental \$500 Initial/ \$300 Renewal
	Accessory Tourist Rental \$300 Initial/ \$150 Renewal
Sidewalk Fee in Lieu*	
	\$71/lineal foot 8'W in commercial and mixed use districts
	\$40/lineal foot 5'W in residential districts
Public Art Fee ***	
	10 Cents/square foot cost of gross floor area
Wireless Communications Facilities Fees	
One-time application fees:	\$1,000 per application for a new pole or structure intended to support one or more small cell facilities or other WCFs.
	\$500 for an application that includes up to five small cell facilities, and an additional \$100 for each small cell facility beyond five. (Applicable to collocation applications or requests to locate facilities on existing buildings or structures.)
	The City may require additional or greater fees for an application where it involves a non-small cell facility and requires other permits (e.g. a special use permit).
Recurring license fees:	\$270 per year per small cell facility for access to the public right-of-way or attachment to City-owned structures in the right-of-way.
Off Premises Sign	\$350.00
Home Occupation Permit	\$35.00
Address change and address assignment for mixed-use, non-residential, and residential multi-unit developments more than 8 units	\$25.00
Sign Permit Fee	\$100.00

	Temporary & portable signs \$0.00
	Face change application \$0.00
	Master Sign Permit \$0.00
Outdoor Seating	\$75.00
Legal Review	\$250/hour for legal review time in excess of two hours.

* Resolution 2020-4 - A Resolution of the City Council of the City of Glenwood Springs, Colorado, Setting

** Resolution 2019-14 Amending the City's Development Review Fee Schedule and Vacation Rental Permit

***Resolution 2022-10 Approving the Glenwood Springs Public Art Fee



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Resolution 2022-16; Appoint a Permanent Designated Election Official
Action Requested:	Appoint a Permanent Designated Election Official as recommended by the state-appointed liaison for municipal elections.
Department:	City Clerk
Presented By:	Ryan Muse
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	As directed by the Colorado Revised Statute, we appoint the City Clerk to be the Designated Election Official with the powers to run the municipal election and appoint judges. As not directed by C.R.S., we appoint the Clerk as the DEO on a reoccurring basis and have two separate Resolutions, one appointing the City Clerk as the Designated Election Official for the election and a separate one for appointing judges. Karen Goldman, the state-appointed liaison to municipal elections, recommended that all municipalities adopt a Resolution to appoint the City Clerk as the permanent Designated Election Official with the authority for the proper conduct of an election, including the ability to appoint judges.
Issues:	None. This is a way to expedite the City Clerk's election process.
Fiscal Impact:	NA
Legal Review:	
Staff Recommendation:	Staff recommends that that City Council appoint a Permanent Designated Election Official as recommended by the state-appointed liaison for municipal elections.

RESOLUTION 2022-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, APPOINTING A
DESIGNATED ELECTION OFFICIAL.**

WHEREAS, pursuant to Titles 1 and 31 of the Colorado Revised Statute and the Colorado Municipal Election Code of 1965, the City Council of the City of Glenwood Springs, Colorado, has the authority to appoint Designated Election Official for the City; and

WHEREAS, City staff recommends, and City Council agrees, that the Designated Election Official shall be the City Clerk.

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

Section 1. The City Clerk is hereby appointed the Designated Election Official of the City of Glenwood Springs for any Election to be held by the City.

Section 2. In accordance with Title 31 of the Colorado Revised Statute, the City Council hereby grants all powers and authority for the proper conduct of the Election to the Designated Election Official including, but not limited to, appointment of election judges and appointment of a canvass board.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF APRIL 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Planning and Zoning Commission Appointments

Action Requested: Planning and Zoning Commission Appointments

Department: City Administration

Presented By: Jenn Ooton

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: **Composition of the Planning and Zoning Commission**
Seven (7) citizens who are residents of the city.

Vacancy

One regular seat with a term expiring February 2023. *This seat was vacated by Marco Dehm upon appointment to City Council.*

Applicants

- Mitchell Weimer, a city resident, was appointed to an alternate seat on the Planning and Zoning Commission in February 2022 with a term expiring February 2025. Mitchell has expressed interest in filling the vacant regular seat. Because he was recently interviewed by City Council, he was not scheduled for an additional interview.
- James Woodrow "Jim" Hardcastle Jr., a city resident, was appointed to an alternate seat on the Planning and Zoning Commission in February 2022 with a term expiring February 2025. Jim has expressed interest in filling the vacant regular seat. Because he was recently interviewed by City Council, he was not scheduled for an additional interview.
- April Davey, a city resident, applied to the Planning and Zoning Commission on March 1, 2022.

Municipal Code

According to the Municipal Code, 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. Council may appoint up to three alternate members of a board or commission.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council. If a current alternate member is appointed to a regular seat, the newly vacant alternate seat could also be filled during this appointment.

020.020.020 Composition of boards and commissions.

The membership of boards and commissions shall be composed of the following persons:

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - 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.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (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. Reserved.
 - c. Reserved.
 - 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.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (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.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - 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.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation 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.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

(Code 1971 §§ 2-61, 4-75, 4-230, 15-2; 26-84 § 1; 19-89 § 1; 12-90 § 1; 54-90 § 1; 29-91 § 1; 10-93 § 1; 29-93 § 1; 7-94 § 1; 23-94 § 1; 10-95 § 1; 19-95 §§ 1, 2; 40-95 § 1; 28-97 § 1; 29-97 § 1; 1-01 § 1; 61-01 § 2; 14-03 § 1; 9-04 § 1; 20-05 § 2; 7-06 § 2; 13-06, § 2; 10-07 § 2; 6-08 § 2; 12-09 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 2-2016, § 2(Exh. A), 2-4-2016; Ord. No. 16-2017, § 3, 8-17-2017; Ord. No. 2-2018, § 2, 1-18-2018; Ord. No. 6-2018, § 2, 3-1-2018; Ord. No. 21-2018, § 2, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Please note that appointments can be for either a regular seat or an alternate seat.

Composition of the Planning and Zoning Commission:

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

a. Seven (7) citizens who are residents of the City.

Personal Information

1. Membership Qualifications *

Are you a resident of Glenwood Springs within city limits? You must be a resident within city limits to qualify.

☒ Yes

☐ No

2. Name *

April Davey

3. Home Address *

4251 Culver Circle, Glenwood Springs, Colorado 81601

4. Mailing Address *

4251 Culver Circle, Glenwood Springs, Colorado 81601

5. Home Phone *

970-366-1338

6. Work Phone *

970-366-1338

7. Mobile Phone *

970-366-1338

8. Email Address *

aprildavey@icloud.com

9. Occupation *

Student/Executive Administrative Assistant

Personal and Professional Interests

10. Why are you interested in serving on the Planning and Zoning Commission? *

I am interested in serving on the Planning and Zoning Commission because I am interested in sustainable community planning as a whole. I am a student in the Sustainability Studies program at CMC, slated to graduate in May of 2022.

11. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

Mostly I view my role as that of an observer and outside perspective. I do not have any formal experience in planning and zoning, but am interested in learning more about how Glenwood Springs navigates those challenges.

12. What experience have you had in the land use approval process? *

I do not have experience in the land use approval process.

13. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

My interest lies in just seeing how planning and zoning works as a whole, and I live in Glenwood Springs and am passionate about our local community. I am currently working on a capstone research project for my degree in which I am analysing non-traditional concepts and voices as they related to community planning (such as climate action, immigrant community inclusion, and Indigenous community inclusion), so I have interest in that as well.

14. Can you describe an experience making a decision that made people unhappy? *

As someone who has worked in settings where I've had to manage certain projects and different stakeholders, this is an issue I come across all the time! One of the most important things I've learned in scenarios like these is to assume that everyone involved has similarly good intentions for the outcome of a specific project. This way, we can maintain a certain level of respect and communicate clearly with one another, knowing that at the end of the day we all want the same thing.

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

Absolutely. And I think this aspect of being involved in local city planning and zoning is part of the reason this feels like such a great learning opportunity.

16. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

I believe that I will be able to serve the planning and zoning committee well with this time commitment. As a student in their final semester of college, there are a couple of weeks in the months of April and May that are quite busy with presentations, graduations, etc. Aside from that, I should be good to go.

17. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

Yes, I am aware of and understand the quasi-judicial function of the Planning and Zoning commission.

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

I am an executive administrative assistant for the Dean and Vice President of a college campus, so I am well aware of the inner-workings of various boards and committees. I have steered several committees myself, and have excellent foundational experience taking notes, contacting stakeholders, and setting up various meetings.

19. Please enter today's date. *

3/1/2022



20. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

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

f. Powers and Duties

The powers and duties of the Planning and Zoning Commission shall be:

- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
- (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
- (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
- (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
- (6) To perform such other functions as required by the provisions of Title 070.
- (7) To service as the Building Board of Appeals.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(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:

February:

Planning and Zoning 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) successive 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)



Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Composition of the Planning and Zoning Commission:

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

a. Seven (7) citizens who are residents of the City.

Personal Information

1. Membership Qualifications *

Are you a resident of Glenwood Springs within city limits? You must be a resident within city limits to qualify.

☒ Yes

☐ No

2. Name *

Mitchell Weimer

3. Home Address *

121 Polo Road

4. Mailing Address *

121 Polo Road

5. Home Phone *

202-215-1576

6. Work Phone *

202-215-1576

7. Mobile Phone *

202-215-1576

8. Email Address *

mittchell.weimer@gmail.com

9. Occupation *

Business Strategy Consultant (Director) with PricewaterhouseCoopers

Personal and Professional Interests

10. Why are you interested in serving on the Planning and Zoning Commission? *

Growth in the valley is inevitable - this is an incredible place to live, and we will only continue to attract people interested in living and working here. The GWS community has the opportunity to smartly embrace that growth, but it also has the responsibility to properly and sustainably manage it. Having lived in areas of the country where people are leaving, planning for smart growth is a wonderful challenge to face, and I would look forward to participating in that planning.

11. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

I am a small-town Colorado native who left the state after college and have since lived abroad and along both coasts. I've seen wonderful things happen to communities - as well as long-term mistakes made. To the Commission's planning and advisory efforts, I offer my Colorado roots and wide perspective to guide the Council toward smart, creative, common-sense planning decisions with the aim of benefitting current and future residents and businesses. As to the more routine application reviews and hearings, my role is to understand and apply the city's plans, policies, and code in an equitable manner.

12. What experience have you had in the land use approval process? *

My first experience was while living in Jersey City, New Jersey, working with the city on approvals, variances, historical protections, and various certificates. Currently - and locally - I am working with the Town of Silt to annex and zone ~20 acres of riverfront. I've had to study Silt's Master Plan, understand their Municipal Code, the parcel's current status, and the process to submit an Annexation and Development Agreement, Planned Unit Development documents, Sketch Plan Applications, and Master Subdivision Applications - as well as coordinate with FEMA, CDOT, and others. I've also become well versed with OEDIT grants, Opportunity Zone funding, and the like. It's been a learning process, but I've enjoyed working through it, and I know it's given me a great perspective and set of experiences to bring to the Commission.

13. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

Our responsibility to grow smartly means serving both current and future residents, bringing creative thinking and broad experience to the table, considering a decision's full range of implications well into the future, and partnering with the town's Council and other committees to allow GWS the energy, vibrancy, beauty, and sense of community it deserves. I'm particularly interested in helping shape our downtown core and riverfront but believe that every corner of the city deserves equal attention.

14. Can you describe an experience making a decision that made people unhappy?

*

I was an Army officer for 5 years, and have been a corporate leader/executive for almost 20. I've had to make decisions that left some people unhappy, such as policy decisions and promotions selections. And I've had to make decisions that left many people unhappy, such as headcount reductions, budget decisions, and strategic directions. The worst scenario is an unpopular decision that cannot be defended. You must apply clear, critical thinking; ground yourself in a consistent decision-making framework; and demonstrate empathy, respect, and honesty. In this way, all decisions (especially the unpopular ones) become defensible, and those who disagree can at least understand why it was made.

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

Of course. The city's goals, policies, plans, and Code are in themselves equitable. My role would be to ensure they are in turn equitably applied in the commission's decisions and planning.

16. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

I do not have any existing time commitments that would hamper my ability to serve.

17. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

I understand that occasionally the commission must act in a quasi-judicial function. In this capacity, it acts more as a court, applying existing standards and ordinances to the facts presented by the parties. When in this capacity, it is even more critical to properly engage with the public, demonstrate transparency, respect, and fairness, and consistently adhere to established frameworks.

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

I've participated on numerous boards and committees over the years, whether a community-based committee or professional board. My common approach has been to show up prepared, be fully dedicated, recognize what I bring to the table, and strive to work in partnership with the rest of the group.

19. Please enter today's date. *

12/28/2021



20. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

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

f. Powers and Duties

The powers and duties of the Planning and Zoning Commission shall be:

- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
- (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
- (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
- (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination

made by an administrative official of the city in the enforcement of Title 070 of this Code.

- b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.

(6) To perform such other functions as required by the provisions of Title 070.

(7) To service as the Building Board of Appeals.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the 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:

February:

Planning and Zoning 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) successive 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)

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Composition of the Planning and Zoning Commission:

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

a. Seven (7) citizens who are residents of the City.

Personal Information

1. Membership Qualifications *

Are you a resident of Glenwood Springs within city limits? You must be a resident within city limits to qualify.

☒ Yes

☐ No

2. Name *

James Woodrow Hardcastle Jr

3. Home Address *

619 west 11th st, GWS, CO 81601

4. Mailing Address *

619 west 11th st, GWS, CO 81601

5. Home Phone *

970-355-8601

6. Work Phone *

970-384-5200

7. Mobile Phone *

970-355-8601

8. Email Address *

jimhardcastle5@gmail.com

9. Occupation *

6th Grade Teacher

Personal and Professional Interests

10. Why are you interested in serving on the Planning and Zoning Commission? *

I want to serve my community and be a part of thoughtful, calculated, and well thought out community development processes.

11. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

My role is as an impartial and unbiased decision making partner responsible for reviewing all documents delivered to me in a timely fashion, showing up for all meetings, and being prepared to listen to staff presentations and recommendations, applicants and their concerns, and all other interested parties making public comments on all cases.

12. What experience have you had in the land use approval process? *

I have over 16 years of urban planning experience as a senior and junior planner in land use, zoning, and affordable housing, within the public and private sector.

13. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

None in particular, though I am an educated and past-practicing professional urban planner who is very interested in every aspect of land use and zoning; from staff reports, site design, land use modifications, zoning requests, comprehensive planning, code interpretation and revisions, PUDs, conflicting uses, conflict negotiation, and community involvement and consensus efforts.

14. Can you describe an experience making a decision that made people unhappy? *

As a junior staff subdivision planner in San Antonio, Texas, when a moratorium was put into place on all new applications for subdivision in an area where sink holes were causing foundation issues and risks in previous development dwelling units. Because of our public awareness and communication with the standard engineers and surveyors who did work with our office on a daily basis, we were able to minimize the amount of dissatisfaction with our department and the process as a whole for our customers. We were also able to weather the moratorium and not only retain relationships with the professional community we worked with, we gained their trust for future collaboration.

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

Yes, absolutely I can do this.

16. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

No, I do not.

17. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

Yes, I am very aware of the function of this commission.

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

I have experience presenting and/or facilitating on small town development, state historic and archeological review, and historical design and review boards, among others, in Linn County, Iowa and San Antonio, Texas. I have routinely presented extensive staff reports with recommendations which I have written to Zoning, Planning and Zoning, and historical commissions in Texas, Iowa, and Garfield County, Colorado. I have acted as a member of and presented to numerous committees over a 16 year period.

19. Please enter today's date. *

11/4/2021



20. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

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

f. Powers and Duties

The powers and duties of the Planning and Zoning Commission shall be:

- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
- (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
- (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
- (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
- (6) To perform such other functions as required by the provisions of Title 070.
- (7) To service as the Building Board of Appeals.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the 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:

February:

Planning and Zoning 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) successive 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
April 7, 2022

Agenda Item: Financial Advisory Board Appointment

Action Requested: Financial Advisory Board Appointment

Department: City Administration

Presented By: Sara Weigel

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: **Composition of the Financial Advisory Board**
Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.

Vacancy

Current Vacancy:

- One regular seat with a term expiring February 2024.

Applicant

- Spencer Graff, a city resident, was interviewed on March 4th 2022 by Councilor Stepp. Spencer was deemed eligible for appointment to a regular seat.

Mayor Pro Tem Willman and Councilor Stepp Recommendation

Appoint Spencer Graff to a regular seat on the Financial Advisory Board with a term expiring February 2024.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council.

020.020.020 Composition of boards and commissions.

The membership of boards and commissions shall be composed of the following persons:

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - 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.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (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. Reserved.
 - c. Reserved.
 - 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.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (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.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - 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.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation 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.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

(Code 1971 §§ 2-61, 4-75, 4-230, 15-2; 26-84 § 1; 19-89 § 1; 12-90 § 1; 54-90 § 1; 29-91 § 1; 10-93 § 1; 29-93 § 1; 7-94 § 1; 23-94 § 1; 10-95 § 1; 19-95 §§ 1, 2; 40-95 § 1; 28-97 § 1; 29-97 § 1; 1-01 § 1; 61-01 § 2; 14-03 § 1; 9-04 § 1; 20-05 § 2; 7-06 § 2; 13-06, § 2; 10-07 § 2; 6-08 § 2; 12-09 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 2-2016, § 2(Exh. A), 2-4-2016; Ord. No. 16-2017, § 3, 8-17-2017; Ord. No. 2-2018, § 2, 1-18-2018; Ord. No. 6-2018, § 2, 3-1-2018; Ord. No. 21-2018, § 2, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

Financial Advisory Board Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Composition of the Financial Advisory Board

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

- Seven (7) members of which at least six (6) are City residents. One member shall be employed in the finance industry; one member shall be employed by the tourism industry; and one member may be a non-resident, but shall own or be employed by a business within the City.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Financial Advisory Board. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Non-resident who owns or is employed by a business within Glenwood Springs city limits.

2. Name *

Spencer Graff

3. Home Address *

1401 Donegan Rd, Glenwood Springs, CO 81601

4. Mailing Address *

1401 Donegan Rd, Glenwood Springs, CO 81601

5. Home Phone *

720.530.3667

6. Work Phone *

720.530.3667

7. Mobile Phone *

720.530.3667

8. Email Address *

sgraff101@gmail.com

9. Occupation *

Financial Executive

Personal and Professional Interests

10. Why are you interested in serving on the Financial Advisory Board? *

I am extremely fortunate to call Glenwood Springs my home and I would like to apply my years of experience to helping the community.

11. What do you view as your role if selected as a member to the Financial Advisory Board? *

Collaborator that brings individual thoughts and experience to empower decision makers with non-biased information.

12. What do you perceive as the major purpose of the Financial Advisory Board? *

Provide independent advice to decision makers to facilitate a healthy community.

13. What area of expertise do you feel you can best provide to the Financial Advisory Board? *

I'm a finance business leader with over 20 years of experience collaborating on teams, and giving sound advice to various stakeholders.

14. What time commitment are you able to contribute as a board member? *

One meeting per month with a few extra when needed.

15. If you have a specific purpose for applying for this board, please explain. *

Giving back to the community

16. Please select today's date. *

11/4/2021	
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17. Have you served on the Financial Advisory Board before? *

☒ No

☐ Yes

Powers and Duties of the Financial Advisory Board

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

(d) Powers and Duties of Financial Advisory Board. The Financial Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Financial Advisory Board shall be binding upon the City or anyone acting on its behalf.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the 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:

February:

Finance Advisory Board;

(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) successive 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
April 7, 2022

Agenda Item: Street Dedication Policy

Action Requested: Direction to staff related to the development of a street dedication policy.

Department: City Administration

Presented By: Jenn Ooton, Debra Figueroa

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: The City of Glenwood Springs has received a request to name a road after a specific individual. Currently, the City does not have a policy related to the naming of streets.

Community Development, which does addressing for new projects, works with Cody Smith from Garco 911 to ensure that there are no issues with a proposed address. Notifications are then made to our city utility department, the Garfield County Assessor, Black Hills Energy, Century Link, the County Clerk's Office, both the City and County Geographic Information System (GIS) departments, and the Post Office. Renaming existing streets would also require notifications to property owners that live and have businesses on a particular street.

Issues: For the creation of a new street name, the City would work with Garco 911 to ensure that the new street name does not sound like any other street name in town to limit confusion from emergency dispatch to first responders. This would happen prior to the notifications of other entities noted above. This generally comes up when a new street is built, either private or public, in conjunction with a new development. Recently, these streets have been private streets and not dedicated rights of way. For example, the new Ripple Ln in Cardiff Glen. There are also new street names for the private streets on the minor subdivision plat for the BLD project at the Meadows.

- The new bridge connection from Airport Road has been called South Bridge by default. At some point the City Council may want to name it.

Fiscal Impact: Unknown.

Legal Review: NA

Staff Recommendation: Staff defers to Council regarding the creation of a street naming policy.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Use of Parking Garage by Farmer's Market
Action Requested:	Provide direction to staff on the use of the parking garage by the Downtown Farmer's Market.
Department:	City Administration
Presented By:	Debra Figueroa
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	Many years ago, City Council allowed the Farmer's Market to park its trailer in the parking garage for free while the market was ongoing. Over the years, that morphed into a year-round use. Staff is struggling with enforcement with other users of the parking garage due to this informal agreement. No other business nor non-profit is allowed to use the parking garage year round.
Issues:	Other users of the garage regularly complain when the PD tries to enforce existing rules about overnight parking in the garage. The Farmer's Market is an economic driver to the downtown economy and a community asset. Should Council decide to not allow the parking, staff suggests a grace period for the Farmer's Market to find a new location.
Fiscal Impact:	There is no significant fiscal impact. City Council could direct staff to negotiate a parking agreement with the Farmer's Market that includes payment for the year-round use of the parking garage.
Legal Review:	
Staff Recommendation:	Direct staff to negotiate a parking agreement with the Farmer's Market if City Council chooses to allow year-round parking in the garage.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Department of Natural Resources Presentation on the South Canyon Project

Action Requested: Review the State's project plan and authorize the State Department of Reclamation and Mining Safety to proceed.

Department: Parks & Recreation

Presented By: Brian Smith

Strategic Goals: Ensure Public Safety
Protect and Preserve our Quality of Life

Background Info: The State Department of Reclamation and Mining Safety will present plans for addressing the West Coal Seam Fire in South Canyon. The main presenter will be Tara Tafi, Senior Project Manager for Colorado DRMS-IMRP. She will explain the State's proposed plan to continue to mitigate risk in South Canyon due to the active coal seam.

Site History:

Coal mining in South Canyon reportedly began in 1887. However, the early history of such activity is poorly documented. Initial production appears to have been quite modest based on the limited records available. In October 1906, the main entry on the east side of South Canyon extended for a distance of 2,650 feet on one of four the coal seams. Production records indicate a total of 925,000 tons were produced from the seams on the west and east sides of the canyon combined, over the life of the mine.

The steep valley walls allowed for extensive development of mining levels above the creek level, but the workings on either side of the canyon extended below the water line as well and were connected underground. Mining was conducted from the bottom up using a room and pillar method in the steeply pitching coal seams. As the rooms were mined and mining was conducted, they used the surface of the previously broken coal as a working platform. Heavily timbered "manways" on either side of the room provided access and ventilation. Each room was approximately 30 feet wide and extended upwards in long finger-like chimneys toward the next level of the mine. Forty-foot wide pillars were left between rooms to provide ground support.

At some point during the mine's history, one of the coal seams ignited. However, it is not known when the mine fire on the east side of the canyon started; if it migrated from the west side of the canyon through the mine workings under the creek, or if it started as an entirely separate fire.

Modern Impacts:

On June 8, 2002, strong winds ignited surface embers from the topsoil of the underground coal seam. Hot, dry gusting winds quickly pushed a wildfire into the western boundaries of the city. The Coal Seam Fire burned 29 homes and more than 12,000 acres of land. Thousands of residents in West Glenwood and Four Mile were evacuated for several days and firefighters were camped at Two Rivers Park for weeks fighting the northward spreading fire towards the Flat Tops. Remarkably, no one was killed or seriously injured during the incident, a point of pride for the City's Fire Department.

Issues: NA - the presentation will be added to the packet when received.

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: Review the State's project plan and authorize the State Department of Reclamation and Mining Safety to proceed.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Sopris View Project Update and Trail System

Action Requested: Provide Direction on Trail System and Easements

Department: City Administration

Presented By: Debra Figueroa, Karl Hanlon

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: City Council requested that the City Attorney work with Garfield County, Aspen Valley Land Trust (AVLT), Four Points Development, and existing property owner Dave Foreza to negotiate a trail easement on land behind Wal-Mart known as Sopris View. Four Points Development is the developer of the multifamily project known as the Bell Rippe Project.

At the time of the request, the general idea behind the trail system was that the existing property owner would provide the land to AVLT who would then transfer the property to Four Points Development and the City would be responsible for owning a trail easement through the property for a future trail system. It is important to note that the land in the potential transaction is located in unincorporated Garfield County.

AVLT has provided next steps listed below to keep the potential project moving forward:

General Mechanics of the Project:

1. Mr. Foreza donates ownership of clean property to AVLT in Spring/Summer of 2022.
2. Meanwhile, AVLT and Four Points draft a Deed of Conservation Easement, including a trail easement.
3. At the time Mr. Foreza donates the land to AVLT, AVLT then donates ownership to Four Points while reserving a conservation easement.
4. The AVLT would record the Conservation Easement.
5. Meanwhile, the City will create a plan for the trail system (design and costs).
6. Four Points applies for Colorado tax credits if Catena funding is unsuccessful to help cover costs of the trail project and conservation easement. Four Points will need assurance that the trail will deter further squatters and believes that the trail system should be designed and funded before they accept ownership of the property. Rather than relying on a Tax Credit, Four Points requests that grant funding or city funding should be identified to pay for the trail and the easement associated with it as identified below.
7. City establishes Walmart parking spots as trailhead.

AVLT has laid out the requirements and/or responsibilities of all parties which are listed below in order for a deal to work. The City has not agreed to any of the following. In order for the parties to move forward, the City would have to agree to provide funding for construction, enforcement and maintenance.

Four Points:

- Will need a trespassing enforcement agreement with County for enforcement.
- Requires that the property be clean at time of acceptance.

- Requires that the cost of the project and risk be neutral. The City will need to provide a certificate of insurance covering trail use by the public or an indemnity.

AVLT:

- Agreed-upon language within the Deed of Conservation Easement.
- Standard \$10,000 transaction fee and increased \$35,000 stewardship fee associated with the conservation easement. This can come out of the grant funds and/or tax credit proceeds.
- Timeline commitment of City trail implementation.
- Trail easement agreement between City and Four Points.

City:

- Costs of the trail are covered via City funds and/or grant funding
- Agreement with County to enforce trespassers/violators of trail's permitted uses.
- Trail easement agreement addressing at a minimum liability, maintenance and enforcement.

Issues:

1. In order to keep this process moving forward, City Council will need to agree to design and build a trail system. Trail systems have cost around \$5-\$7 dollars a foot to construct and no funding is included in the 2022 Budget. Until more work is done on the trail design, it is almost impossible to provide City Council with a good estimate.
2. The City would need to annex the property to ensure enforcement of illegal camping on private property. While this property currently would fall under the enforcement of the Sheriff, enforcement is difficult and will be weighed with other law enforcement priorities.
3. It will be difficult to enforce no camping on a city-owned easement since it will then become public property. Recent case law makes enforcement of camping bans particularly problematic. In addition, the PD already struggles to contain illegal camping within city boundaries.

Fiscal Impact:

In addition to unknown costs of building the trail, the long-term costs of maintaining and enforcing the trail are not known at this point. If City Council wants to move forward with the project responsibilities, staff will work towards design and construction costs to bring back to City Council for approval.

Legal Review:

Issues have been identified above, including enforcement, liability and annexation.

Staff Recommendation:

Staff recommends not moving forward with this project unless City Council determines it is a city priority.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: 7 Party Memorandum of Understanding Regarding Garfield County Senior Programs

Action Requested: Approval of Multi-Jurisdictional MOU

Department: Parks & Recreation

Presented By: Brian Smith

Strategic Goals: Provide Efficient and Responsive City Government
 Protect and Preserve our Quality of Life

Background Info: The purpose of this Memorandum of Understanding (MOU) is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2022. The Board of County Commissioners have approved the MOU. The overall budget matches the methodology in the combined contribution breakdown spreadsheet.

The City participates in this MOU with the BOCC, Carbondale, New Castle, RFTA, Rifle and Silt to provide meals for eligible senior citizens of Garfield County. Garfield County BOCC pays for 40% of the total cost. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2020 and June 2021 to the residents of each Municipality.

The total budgeted cost to provide Congregate Meal Services in 2022 is \$538,899. The BOCC's 40% share of that amount equals \$215,559.60. Anticipated grant and program funding income for 2022 is \$188,265 with a remaining balance of \$139,074.40.

This MOU is effective as of January 1, 2022, regardless of the dates signed and shall terminate on December 31, 2022.

Issues: NA

Fiscal Impact: This is a significant increase in cost over previous years.

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES		
Jurisdiction	# of Meals Served	Percent of
2022 Glenwood Springs	6,812	37.28%
2019 Glenwood Springs	3,873	
2018 Glenwood Springs	4,041	

CONTRIBUTION COMPARISON BREAKDOWN SUMMARY FOR MUNICIPALITIES

	2022		2019	
Jurisdiction	# of Meals Served	Municipal Contribution	# Meals	Contributions
Carbondale	1,157	\$8,806.32	1,241	\$1,526.41
Glenwood Springs	6,812	\$51,848.45	3,873	\$4,763.72
New Castle	996	\$7,580.89	734	\$902.81
Silt	1,778	\$13,532.96	2,477	\$3,046.67
Rifle	7,529	\$57,305.78	7,918	\$9,739.00

A number of factors have contributed to the cost increase, including meal costs rising from \$5.50 in 2019 to \$12.78 in 2022. Additionally, there has been an increase in participation over pre-pandemic numbers. There was no charge to local municipalities in 2020 and 2021.

The Marajuana Tax fund brings in approximately \$400,000 annually and currently has \$300,000 in reserves. This fund may be an appropriate source for appropriating the annual contribution increase.

**Legal
Review:**

Staff Recommendation: Approve the Seven Party MOU for Senior Meal Services to be funded from Marajuana Tax Fund and include the program in the 2023 budget process to address the cost increases.

**7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY SENIOR
PROGRAMS FOR 2022**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, ("BOCC")
The City of Rifle, Colorado,
The City of Glenwood Springs,
Colorado, The Town of
Carbondale, Colorado, The Town
of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, ("RFTA")**

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2022 (the "MOU"). This MOU is effective as of January 1, 2022, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is 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. XV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties 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 of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 Parties have also entered into a Memorandum of Understanding that sets forth each party's annual commitment to share the administrative and operational costs of the Senior Programs meal and Traveler transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. Colorado Mountain College opted out of the 9-Party IGA.
- E. Each of the remaining Parties desires to continue to provide meal and Traveler transportation services to eligible Garfield County senior citizens and persons with disabilities in 2022 in accordance with the original 9-Party IGA.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-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 MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and Traveler transportation services for the Garfield County Senior Programs for calendar year 2022.

3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2022, regardless of the dates signed and shall terminate on December 31, 2022.

4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal, Well & Wise classes and Traveler transportation services described in this MOU for eligible citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.

5. Congregate Meal Services. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:

- a. Cost Methodology - Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2022.
- b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2020 and June 2021 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
- c. Application of Cost Methodology to the 2022 Budget: As illustrated in **Attachment A**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2022 is **\$538,899**. The BOCC's 40% share of that amount equals **\$215,559.60**. Anticipated grant and program funding income for 2022 is **\$184,265.00**. The remaining balance is **\$139,074.40**.

d.

- d, **Adjustment to Services 2021:** As a result of COVID19 meal sites were moved from a congregate setting to a drive by pick up setting. Dependent on the need of the client, some meals were being provided with home delivery. As of September 2021, congregate meals returned in the Town of New Castle, Town of Silt, City of Rifle and in the Town of Parachute. As of December 2021, drive by pick-ups and home delivered meals continue in the Town of Carbondale and the City of Glenwood Springs. This arrangement will end at such time COVID 19 restrictions have ended.

6. **Transportation Services.** The BOCC, RFTA and Municipalities agree that the Traveler transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed 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 MOU. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the jurisdictions/Municipalities in accordance with the following Cost Methodology:

7. **Definitions:**

- a. **Initial Pickup Location:** The initial pickup location for cost allocation purposes is the Jurisdiction/Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a one-way trip, or a multi-legged trip. For example, if a passenger is picked up in Jurisdiction/Municipality A to be transported to Jurisdiction/Municipality B and is later picked up in Jurisdiction/Municipality B for a return ride to Jurisdiction/Municipality A, the initial pickup location for cost allocation purposes is Jurisdiction/Municipality A for both trip legs.
- b. **Estimated Loaded Miles:** Loaded miles are the total distance driven while a passenger is in the vehicle.
- c. **Estimated Loaded Minutes:** Loaded minutes are the total duration of time while a passenger is in the vehicle.

8. **Cost Methodology – Transportation:**

- a. The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted net County and RFTA expenses to provide Traveler Services in 2022. The remaining fifty percent is paid for by grant and program funding income, and allocated payments from the Municipalities based upon the fully allocated cost of providing services. Costs will be allocated to the Parties based on the total number of trips provided in each Jurisdiction, and total estimated Loaded Miles, and total estimated Loaded Minutes consumed by each jurisdiction/Municipality. Costs will be considered allocable to a Jurisdiction/Municipality based upon the Initial Pickup Location as defined in 7. a. herein, regardless of the number of trip legs or Jurisdictions/Municipalities visited by the passenger.

- b. RFTA agrees to be responsible for the fully allocated net cost of the Traveler transportation services provided to the three Municipalities that are current RFTA members: The Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle.
- c. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated net cost of Traveler transportation services allocable to their municipalities.
- d. The BOCC agrees to be responsible for any remaining Traveler transportation service costs, including any shortfalls in anticipated grant and program funding income.

9. **2022 Budgeted Contributions:** As illustrated in Attachment B, Total Expenses, the total budgeted cost to provide Senior Transportation Services in 2022 is \$693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$33,606.00 and \$690,255.00, respectively. This cost less the amount of \$30,000.00 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU, equals the net total County and RFTA expense for the Traveler transportation services in 2022 of \$693,861.00

The BOCC's 50% share of this amount equals \$346,930.50. Anticipated grant and program funding income for 2022 is \$93,638.00. The total amount of the contribution from the County, including grants, program income is \$440,568.50. Subject to the recommendation of the Senior Advisory Board and the approval of the BOCC, any year-end excess budget funds in 2021 may also be applied to the County's contribution in 2023 for the Senior Transportation Services budget. However, pursuant to the provisions of **13. Annual Reconciliation and True-Up,** below, after 2023 there should not be any significant excess budget revenue to apply as a refund to a subsequent year's County contribution.

10. **Allocation of County Contribution, Grant, and Program Income, and 2020 Excess Revenue Refund:** The County's contribution, inclusive of its 50% commitment and anticipated grant, program income, including the 2020 excess revenue refund, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other Party's fully allocated cost.

11. **Estimated Contributions:** On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the 2022 Traveler transportation services costs. The amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and service levels for 2022 (assuming 75% of 2019 service levels).

Jurisdiction	Est. Rides	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

12. **Monthly Billing:** With the exception of RFTA, which will pay directly for the fully allocated net costs attributable to its member jurisdictions, each of the remaining Parties will pay the County the amount shown on their respective lines in the Chart above.

13. **Annual Reconciliation and True-up:** No later than March 1 of 2023, RFTA will publish a reconciliation statement. Actual expenditures for the year will be allocated based on the actual trips and estimated loaded miles and loaded minutes provided to the Parties in 2022. If the total fully allocated net costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.

14. **County Payments to RFTA for the Traveler Program:** The amount to be paid by the BOCC to RFTA in 2022 for the provision of the Traveler Transportation services contemplated by this Agreement is **Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents (\$499,209.79)**. This amount is based upon RFTA's estimated cost to provide the services in 2022 (\$690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000) and less the cost to provide such services to the Town of Carbondale (\$24,948.35), the City of Glenwood Springs (\$94,048.86), and the Town of New Castle (\$42,048.11), each of which is a member of RFTA. Amounts are projected and should the actual cost exceed the budgeted costs, those funds will be paid through the Restricted Fund Balance/The Traveler and reimbursed at year end by following the annual reconciliation and True-up procedures described in paragraph 13., above.

- 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 2022, RFTA estimates that it's cost to provide these services is \$690,255.00.
- b. **Other Traveler Services:** The Parties recognize that RFTA's operation of the Traveler by means of this MOU 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 2022.

- c. Payment: The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$499,209.79** in twelve (12) equal monthly payments of **\$41,600.81** for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2022 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.
- d. Appropriation: This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end. The attached budget was adopted by the RFTA board on December 9, 2021 and is considered final. If the actual cost of the Traveler program exceeds the amount set forth in this MOU, the additional cost will be covered through the Restricted Fund Balance/The Traveler, which would then be reimbursed at year end by following the annual reconciliation and True-up procedures described in paragraph 13., above.
- e. COVID 19 Accommodations: Traveler services will be adjusted because of Governor orders or Public Health recommendations

15. Combined Costs: The combined cost for 2022 Congregate Meal, Well and Wise, and Traveler Transportation Service are set forth on Attachment C.

16. Whole Agreement: This MOU 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.

17. Amendment and Assignment: This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of all.

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

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

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

21. Notice: Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale Lauren Gister, Town
Manager Town of
Carbondale
511 Colorado Avenue
Carbondale, CO
81623 (970) 963-2733
ext. 1207
Lgister@carbondaeco.net

Garfield County Sharon Longhurst-Pritt, Director
Garfield County Department of Human Services
195 West 14th Street, Building B
Rifle, CO 81650
(970) 625-8282 ext. 3265
spritt@garfield-county.com

Glenwood Springs Debra Figueroa, City Manager
City of Glenwood Springs
101 W. Street
Glenwood Springs, CO 81601
(970) 384-6500

New Castle Dave Reynolds, Town Administrator
New Castle Town Hall
450 West Main Street, PO Box 90
New Castle, CO 81647
970) 984-2311
dreynolds.newcastlecolorado.org

Roaring Fork Transportation Authority Dan Blankenship, Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81647
970-384-4981
dblankenship@rfta.com

Rifle

Tommy Klein, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
[TKlein\(@.rifleco.org](mailto:TKlein(@.rifleco.org)

Silt

Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
[jlayman\(@,townofsilt.org](mailto:jlayman(@,townofsilt.org)

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

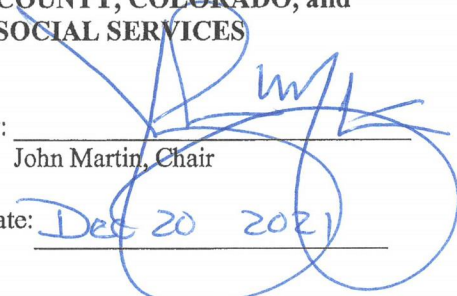
ATTEST:

Jean M Alberici

Clerk to the Board



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

by: 

John Martin, Chair

Date: Dec 20 2021

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:

**CITY OF GLENWOOD SPRINGS,
COLORADO**

By: _____

City Clerk

Jonathan Godes, Mayor

Date: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST

ROARING FORK TRANSPORTATION AUTHORITY

Clerk to the RFTA Board of Directors

By: _____

_____, Chair

Date: _____

ATTEST

TOWN OF SILT

Town Clerk

by _____
Keith Richel, Mayor

Date _____

ATTEST:

By: _____

TOWN OF NEW CASTLE, COLORADO

By: _____

Art Riddile, Mayor

Date _____

ATTEST:

CITY OF RIFLE, COLORADO

By: _____

By: _____
City Clerk

By _____
Ed Greene, Mayor

Date: _____

ATTACHMENTS

Attachment A:	Cost Methodology – Nutrition 2022
Attachment B	Cost Methodology – Transportation 2022
Attachment C	Cost Methodology – Well & Wise 2022
Attachment D	Cost Methodology – Combined Contribution Breakdown
Attachment E.	2022 Traveler IGA

Nutrition Budget	
Wages	Annual
Employee Benefits	150,450.00
Professional - Other	76,124.00
Repair and maintenance	281,625.00
Rental of Land & Buildings	200.00
Communications	100.00
Printing and Binding	550.00
DHS - Destruction of Records	300.00
Travel	250.00
Motor Pool Charges	300.00
Professional Affiliations	10,000.00
Training	100.00
Office Supplies	600.00
Operating Supplies	1,000.00
Computer Supplies	9,000.00
Freight, postage, Delivery	400.00
Copy Machine Usage	2,600.00
Food - non travel related	1,300.00
Computers & computer equipment	3,000.00
	1,000.00
Total 12 Month Budget	\$538,899.00

Staff: 64% Manager
72% Program Coordinator
77% Program Coordinator

Less AAA funding	\$ 150,285.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 21,000.00
Grant & Program Income Total	\$ 184,265.00
40% County Share of Total Expenses	\$ 215,559.60
Garfield County Share	\$ 215,559.60
Projected Income/County Share	\$ 399,824.60
Income less expenses	\$139,074.40
Municipal Budget Share for Distribution	\$139,074.40

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES									
Jurisdiction	# of Meals Served	Percent of Total	Municipal Contribution	2021		2020		2019	
				# Meals	Contributions	# Meals	Contributions	# Meals	Contributions
Carbondale	1,157	6.33%	\$8,806.32	1,306	\$ -	1,342	\$ -	1,241	\$ 1,526.41
Glenwood Springs	6,812	37.28%	\$51,848.45	4,875	\$ -	4,111	\$ -	3,873	\$ 4,763.72
New Castle	996	5.45%	\$7,580.89	723	\$ -	719	\$ -	734	\$ 902.81
Silt	1,778	9.73%	\$13,532.96	2,074	\$ -	2,418	\$ -	2,477	\$ 3,046.67
Parachute	-	0.00%	\$0.00	-	\$ -	-	\$ -	-	\$ -
Rifle	7,529	41.21%	\$57,305.78	6,420	\$ -	7,157	\$ -	7,918	\$ 9,739.00
Municipal Total	18,272	100.00%	\$139,074.40	15,398	\$ -	15,747	\$ -	16,243	\$ 19,978.60
Garfield County	3,325			3,265		3,190		3,253	
Parachute	-			-		-		-	
Grand Total	21,597			18,663		18,937		19,496	
Based on July 2020 - June 2021 Usage				Based on July 2019 - June 2020		Based on July 2018 - June 2019		Based on July 2017 - June 2018	

Cost Methodology—2022

Transportation Budget	Annual	Staff: 32% Manager 7% Prog Coordinator
Wages	\$ 21,116.00	
Employee Benefits	\$ 11,440.00	
Communication	\$ 200.00	
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage,	\$ 200.00	
Delivery	\$ 200.00	
Total County Expenses	\$ 33,606.00	

RFTA \$690,255.00 Projected based on RFTA Actual Expenditures November 2, 2021 budget

MINUS GWS Paratral \$ 30,000.00

Total RFTA Expense \$ 660,255.00

Total Expenses \$ 693,861.00

Less Program Income \$ 13,000.00

Less CSBG \$ 60,638.00

Less Mt. Valley Devle \$ 20,000.00

Total G/P Income \$ 93,638.00

Less 50% County Share \$346,930.50

RFTA Refund 2020 at \$ 81,369.65 per 4/19/2021 BOCC Meeting

Total County Share \$346,930.50

Total Revenue \$440,568.50

Total Expenses \$ 693,861.00

Income less expenses \$253,292.50

Municipal Budget Share
for Distribution \$253,292.50

Prepared by Ross Peterson

2022 Traveler Forecast Service And Cost Data

Jurisdiction	Est. Rides	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

Well & Wise Budget		Annual	
Wages	\$	32,062.00	
Employee Benefits	\$	17,174.00	
Repair & maintenance	\$	25.00	Staff: 4% Manager
Licenses and permits	\$	750.00	28% Program Coordinator
Travel	\$	1,000.00	
Motor Pool Charges	\$	500.00	16% Program Coordinator
Training	\$	3,000.00	
Office supplies	\$	100.00	
Other supplies	\$	100.00	
Food - non travel related	\$	4,000.00	
Computers & computer equipment	\$	600.00	
Total 12 Month Budget		\$59,311.00	
Less AAA funding		\$	50,000.00
Grant & Program Income Total		\$	50,000.00
Income less expenses			\$9,311.00
Total County Match			\$9,311.00

COMBINED CONTRIBUTION BREAKDOWN

Jurisdiction	2022			2022			RFTA			2022		
	Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	2022 Total Contributions	Transportation Contribution		Nutrition Contribution	Transportation Contribution	Well & Wise Contribution	2022 Net Adjusted Total		
Carbondale	\$8,806.32	\$24,948.35	-	\$33,754.67	\$24,948.35		\$8,806.32	-	-	\$8,806.32		
Glenwood Springs	\$51,848.45	\$94,048.86	-	\$145,897.31	\$94,048.86		\$51,848.45	-	-	\$51,848.45		
New Castle	\$7,580.89	\$42,048.11	-	\$49,629.00	\$42,048.11		\$7,580.89	-	-	\$7,580.89		
Silt	\$13,532.96	\$4,383.56	-	\$17,916.52			\$13,532.96	\$4,383.56	-	\$17,916.52		
Rifle	\$57,305.78	\$87,863.62	-	\$145,169.40			\$57,305.78	\$87,863.62	-	\$145,169.40		
Garfield County	\$ 215,559.60	\$ 346,930.50	9,311.00	\$571,801.10			\$215,559.60	\$346,930.50	9,311.00	\$571,801.10		
Totals	\$354,634.00	\$600,223.00	9,311.00	\$964,168.00	\$161,045.31		\$354,634.00	439,177.69	9,311.00	\$803,122.69		

**INTERGOVERNMENTAL
AGREEMENT FOR GARFIELD COUNTY
SENIOR PROGRAMS
TRAVELER SERVICES - 2022**

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 2022 (the "IGA" or "Agreement"). This Agreement is effective as of January 1, 2022.

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 2022. The 2022 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2022 transportation services (the "2022 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, r 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 provide ADA based services to the eligible assessed 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 and persons with disabilities in 2022 in accordance with the 7-Party IGA and appropriate the 2022 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, 2022 regardless of the date signed and shall terminate on December 31, 2022.
4. **Transportation Services Provided.** The transportation services funded by this Agreement are wheelchair accessible, curb to curb, driver assisted transportation services to assessed Garfield County residents who have difficulty utilizing public transportation and have an assessed 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 2022 for the provision of the services contemplated by this Agreement is **Four Hundred Ninety-Nine Two Hundred and Nine Dollars and Seventy-Nine Cents (\$499,209.79)**. This amount is based upon RFTA's estimated cost to provide the services in 2022 (\$690,255) less amounts received by RFTA from other sources who utilize the Traveler bus system (\$30,000) and less the cost to provide such services to the Town of Carbondale (\$24,948.35), the City of Glenwood Springs (\$94,048.86), and the Town of New Castle (\$42,048.11), each of which is a member of RFTA. Amounts are projected and should

the actual cost exceed the budgeted costs, 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 2022, RFTA estimates that it's cost to provide these services is \$690,255.00.
 - 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 2022.
 - c. RFTA Member Jurisdictions. The estimated net cost to provide Traveler transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2022 MOU, to which both the BOCC and RFTA are parties. For 2022, the estimated total Traveler transportation services net cost attributable to these member jurisdictions pursuant to the applicable methodology is **\$171,922.85**.
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 Traveler 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).

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- 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. Traveler staff will do everything related to Functional Assessments. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler transportation services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process. RFTA will provide to the BOCC's Senior Programs Manager monthly the number of potential new clients, out of assessments and applications pending.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS monthly. 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 March 1, 2023, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2022 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. The Traveler handles all complaints and communicates the outcomes to the BOCC's Senior Program Manager after appropriate investigations have been completed.
- 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 2022 MOU, and included in the 2022 budget approved by the RFTA Board on December 9, 2021. If the actual 2022 costs exceed the budget, they will be

covered by means of the Annual Reconciliation and True-up procedure set forth in the MOU, or by the fund established after cost savings at the end of the year have been recognized.

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 2022, the BOCC shall pay RFTA the amount set forth in paragraph 5 (\$499,209.79) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of \$41,600.81 beginning no later than February 26, 2022, and each 10th day of the month thereafter during the 2022 I term of this IGA.
- b. Functional Assessment Evaluations: Traveler staff will take over the Functional Assessments including mailing applications, scheduling assessments, and providing outcome data to the BOCC's Senior Program Manager monthly.
- c. Training Assistance. All training related to providing transportation to Traveler clients will be provided by RFTA supervisors.
- 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 (1).
- 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. Definitions:

- a. Initial Pickup Location: The initial pickup location for cost allocation purposes is the Municipality in which the first leg of a passenger's trip occurs, whether it is a round trip, a

one-way trip, or a multi-legged trip. For example, if a passenger is picked up in municipality A to be transported to Municipality B and is later picked up in Municipality B for a return ride to Municipality A, the initial pickup location for cost allocation purposes is Municipality A for both trip legs.

- b. Loaded Miles: Loaded miles are the total distance driven while a passenger is in the vehicle.
- c. Loaded Minutes: Loaded minutes are the total duration of time while a passenger is in the vehicle.

9. 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).

10. 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. § 24-6-10 I, *et seq.*

11. 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.

12. 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.

13. 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.

14. 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.

15. 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
Administrator
Contact Person

Dan Blankenship, Chief Executive Office\
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
Phone: (970) 384-4981
Fax: (970) 945-7386
E-mail: dblankenship@rfta.com

Notice to BOCC
Administrator

Sharon Longhurst-Pritt, DHS Director
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, Building B
Rifle, CO 81650
Phone: (970) 945-9191, ext. 3061
Fax: (970) 938-0465
E-Mail: jumartin@garfield-county.com

16. 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.

17. 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: John Martin, Chair

ATTEST:

ROARING FORK TRANSPORTATION AUTHORITY

Clerk to the RFTA Board of Directors

By: _____
_____, Chair

INDEX OF ATTACHMENTS

Attachment No. 1: 2022 RFTA Scope of Services

Exhibit A: 2022 Vehicle Inventory

Exhibit B: 2022 County Holidays

Attachment No. 2: 2022 Transportation Cost Methodology

Attachment No. 3 2022 RFTA Budget

Attachment No 4 Transportation Arithmetic & Assumptions

Table 1 Cost Allocation Basis 2022 Draft Budget

Table 2 Summary of Cost with Adjustments for Glenwood Springs Take Off
& Garfield County Contributions

Table 3 2020 Trip Distances and Durations

Table 4 2019 Ridership Data

Table 5 Marginal Rates Used in Cost Model

Attachment No 5 2020 Combined Congregate Meal, Well & Wise and Transportation Service Costs

Attachment No.6 7-Party Memorandum of Understanding

Attachment No. 1 to Traveler IGA 2022

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 2022 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, Monday Through Friday), 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 in East Garfield s 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 vehicle s. 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 2022.

- 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/donations 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 estimated loaded hours and loaded miles incurred in each jurisdiction
- 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, Paratransit, 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
- number of persons utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month and any denied assessment information. Share any riders whose status has changed from active to inactive monthly, updated rider information such as changes in address or phone numbers

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.

Transportation Services

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2022. The remaining fifty percent will be paid for by grants, program income, a 2020 refund of excess revenue, and allocated payments from the Municipalities based upon the fully allocated net cost of providing services, based upon the total number of trips, total Loaded Miles, and total Loaded Minutes consumed by each Municipality in 2022. Costs will be considered allocable to a Municipality based upon the Initial Pickup Location as defined herein, regardless of the number of trip legs or Municipalities visited by the passenger. RFTA agrees to be responsible for the fully allocated net cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle and the Town of Silt agree to pay the fully allocated cost of transportation allocable to their municipalities. The BOCC agrees to be responsible for any remaining transportation costs, including any shortfalls in anticipated grant and program funding income.
- b. 2022 Budgeted Contributions: As illustrated in Attachment D, the total budgeted cost to provide Senior Transportation Services in 2022 is \$693,861.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of \$33,606.00 and \$690,255.00, respectively, less the amount of \$30,000 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals \$346,930.50. Anticipated grant and program funding income for 2022 is \$93,638.000 for a total of \$330,568.50 in contributions from the County, grants, program income and the 2020excess revenue refund.
- c. Allocation of County Contribution and Grant and Program Income: The County's contribution, inclusive of its 50% commitment, anticipated grant, program income, and the 2020 excess revenue refund, shall be allocated first to the cost of rides originating in unincorporated Garfield County. Any remaining balance shall be allocated on a pro rata basis relative to each other party's fully allocated cost.
- d. Estimated Contributions: On the Chart below, the following estimates are offered to aid the Municipalities in planning and budgeting for their portion of the Traveler transportation services costs, estimated to be a total of \$161,045.31. The allocated amounts shown are based on the 2022 budgeted amounts identified above and a forecast of ridership and services levels for 2022 (assuming 75% of 2019 service levels).

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Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

- e. Monthly Billing: With the exception of RFTA, which will pay directly for the full allocated net costs attributable to its member jurisdiction,

- f. **Annual Reconciliation and True-up:** No later than March 1 of 2023, RFTA will publish a reconciliation statement. Actual expenditures for the 2022 year will be allocated based on the actual trips and estimated load miles and loaded minutes provided to the Parties in 2022. If the total fully allocated costs calculated for any Party during the preceding year exceeds the amount paid by the Party during the preceding year, a reconciliation credit or debit in the amount of the difference will be made for each such Party by the County. If a credit is due, RFTA will pay back to the County the amount it has been overpaid by the County for any Party or Parties within 30-days of the reconciliation statement. If a debit is owed, the Party or Parties owing the debit will pay the County the amount owed within 30 days of receiving the reconciliation statement, and the County will remit any additional payments received and owed to RFTA within 30 days of receipt of the Party or Party's debit payment(s) to the County.

EXHIBIT "A"
2022 TRAVELER VEHICLE INVENTORY

January 2022 Traveler Vehicles

Vehicle Number	Year	Vehicle Make & Model	Accessibility Features / Uses	Seating Capacity	Staging Area	License Plate	VIN	Owned By, per RB*	Fuel Type
G19	2021	Ford E450 Econoline	Lift, 1WC	14	Rifle	CDNN78	1FDFE4FN2MDC21860	Traveler	Gas
G18	2021	Ford E450 Econoline	Lift, 1WC	14	Rifle	CDNN77	1FDFE4FN6MDC21859	Traveler	Gas
G17	2018	Ford E450 SD Glaval	Rear Lift, 2WC	14	GWS	OHK930	1FDFE4FS2JDC31001	Traveler	Gas
G16	2018	Ford E450 SD Glaval	Rear Lift, 2WC	14	Rifle	OHK929	1FDFE4FS0JDC31000	Traveler	Gas
G15	2015	Ford E450 SD Glaval	Rear Lift, 2WC	14	GWS	529RUQ	1FDF4FS6FDA30502	Traveler	CNG
G14	2015	Ford E450 SD Glaval	Rear Lift, 2WC	14	GWS	528RUQ	1FDFE4FS9FDA12107	Traveler	CNG
G12	2009	Ford E350 SD Goshen Pacer	Lift	8	Rifle	378VHC	1FDEE35L49DA88564	Traveler	Gas
G7	2006	Toyota Sienna Minivan	Admin	5	GWS	794JCI	STDZA23C16S460666	RFTA	Gas
G5	2005	Pontiac Montana Minivan	Admin	5	Rifle	J95JCI	1GMDX33L85D277432	RFTA	Gas
G1	2003	Ford Windstar Minivan	Fogging	7	GWS	075HTP	2FMZA5141YBA71684	RFTA	Gas

EXHIBIT "B"
2022 GARFIELD COUNTY HOLIDAY SCHEDULE

Monday, January 3rd - New Year's
Day Monday, February 21st -
President's Day Monday, May 30th -
Memorial Day Monday, July 4th -
Independence Day Monday,
September 5^h - Labor Day Friday,
November 11th - Veteran's Day
Thursday, November 24th - Thanksgiving
Day Friday, November 25th - Post
Thanksgiving Day Friday, December 23rd -
Pre-Christmas Eve Day Monday, December
26th - Christmas Day Observed

Attachment No. 2

2022 Transportation Cost Methodology

Cost Methodology—2022

Transportation Budget	Annual	
Wages	\$ 21,116.00	Staff: 32% Manager
Employee Benefits	\$ 11,440.00	7% Prog Coordinator
Communication	\$ 200.00	
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage, Delivery	\$ 200.00	
Total County Expenses	\$ 33,606.00	

RFTA	\$690,255.00	Projected based on RFTA Actual Expenditures
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November 2, 2021, budget

MINUS GWS Paratransit	\$ 30,000.00
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Total RFTA Expenses	\$660,255.00
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Total Expenses	\$693,861.00
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Less Program Income	\$ 13,000.00
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Less CSBG	\$ 60,638.00
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Less Mt. Valley	
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Development	\$ 20,000.00
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Total G/P Income	\$ 93,638.00
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Less 50% County Share	\$346,930.50
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RFTA Refund 2020	
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applied	\$ 81,369.65
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Total County Share	\$346,930.50
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Total Revenue	\$440,568.50
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Total Expenses	\$693,861.00
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Income less expenses	\$253,292.50
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Municipal Budget Share for Distribution	
	\$253,292.50

per 4/19/2021 BOCC Meeting

2022 Traveler Forecast Service And Cost Data

Jurisdiction	Est. Rides	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

2021 Projection (as of 10/24/2021)

	2019		2020		2021		+/-
	Audited Amount	Audited Amount	YTD 9/30/2021	Est. Accrual Adjustments	Projected Amount	Budget Amount	
Support	\$ 512,133	\$ 357,754	\$ 411,288	\$ (18,065)	\$ 393,223	\$ 549,827	\$ (156,604)
Support	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Support	\$ 5,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support	\$ 547,316	\$ 387,754	\$ 411,288	\$ 11,935	\$ 423,223	\$ 579,827	\$ (156,604)

2022 Preliminary Budget (as of 11/2/2021)

	2022		+/-
	Draft Budget	Budget	
Support	\$ 490,612	\$ (59,215)	\$ (549,400)
Support	\$ 30,000	\$ -	\$ 30,000
Support	\$ -	\$ -	\$ -
Support	\$ 520,612	\$ (59,215)	\$ (579,827)



Notes

This amount will change based upon Garco's calculation
Assumes status quo
Garfield County Reimbursement of Software Support Expenditures

	\$ 42,198	\$ 45,198	\$ 35,531	\$ 14,669	\$ 50,000	\$ 50,000	\$ -
	\$ 76,318	\$ 84,926	\$ 64,322	\$ 23,678	\$ 88,000	\$ 88,000	\$ -
	\$ 56,526	\$ 41,485	\$ 18,222	\$ -	\$ 18,222	\$ 62,000	\$ (43,778)
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 64,448	\$ 39,357	\$ 53,714	\$ 13,660	\$ 68,000	\$ 48,800	\$ 19,200
	\$ 150,184	\$ 103,879	\$ 64,454	\$ 16,391	\$ 83,000	\$ 181,200	\$ (98,200)
	\$ 21,556	\$ 16,337	\$ 10,899	\$ 9,101	\$ 20,000	\$ 32,000	\$ (12,000)
	\$ 2,011	\$ 1,155	\$ 934	\$ 1,616	\$ 2,550	\$ 2,550	\$ -
	\$ 1,700	\$ 1,275	\$ -	\$ 2,100	\$ 2,100	\$ 2,100	\$ -
	\$ 1,125	\$ 1,750	\$ 5,500	\$ -	\$ 5,500	\$ 1,750	\$ 3,750
	\$ 363	\$ 395	\$ 5,366	\$ 1,234	\$ 6,600	\$ -	\$ 6,600
	\$ -	\$ 3,241	\$ 556	\$ -	\$ 556	\$ -	\$ 556
	\$ 56,837	\$ 47,670	\$ 34,253	\$ 20,747	\$ 55,000	\$ 62,000	\$ (7,000)
	\$ 58,708	\$ 51,996	\$ 36,598	\$ 17,302	\$ 53,900	\$ 64,200	\$ (10,300)
	\$ 533,972	\$ 438,663	\$ 330,350	\$ 120,297	\$ 453,428	\$ 594,600	\$ (141,172)

	\$ 61,500	\$ 11,500	\$ 100,300	\$ 12,300	\$ (62,000)	\$ -	\$ -
	\$ 24,750	\$ (24,050)	\$ 199,250	\$ 18,050	\$ 26,000	\$ (6,000)	\$ -
	\$ 2,550	\$ -	\$ 2,550	\$ -	\$ 2,100	\$ -	\$ -
	\$ 1,750	\$ -	\$ 3,300	\$ 3,300	\$ 56,300	\$ (5,700)	\$ -
	\$ 72,650	\$ 8,450	\$ 72,650	\$ 8,450	\$ 550,450	\$ (44,150)	\$ -

1 Dispatch Position (former Admin Assistant position) - Assumes potential wage adjustment, a merit increase up to 4%, and 541.1 Supervisor FTE - Assumes potential wage adjustment and a merit increase up to 4%
Relief Supervisor Job Position not budgeted in 2022
(Full time Drivers recorded in non CDL line below)
4 FT Drivers and 0.5 Part-time drivers. Assumes: merit increase up to 4%; 2022 budget assumes a 25% increase in driving hours of 7,500 hours.
Assumed reduction due to fewer budgeted miles in 2022 (83,000 miles) than budgeted in 2021 (107,800 miles)
Assumes status quo
Assumes 6 x \$350
Assumes status quo
Shift Pay for vehicle logging - assumed 50% of 2021 levels

Includes 5% increase in health insurance costs and change in employee's health insurance elections due to change in personnel

	\$ 40,000	\$ 40,000	\$ 30,000	\$ 10,000	\$ 40,000	\$ 40,000	\$ -
	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
	\$ 15,783	\$ 8,420	\$ -	\$ 8,420	\$ 8,420	\$ 15,000	\$ (6,580)
	\$ 24,312	\$ 15,849	\$ 10,533	\$ 6,164	\$ 16,697	\$ 16,697	\$ -
	\$ 6,453	\$ 6,217	\$ 7,672	\$ 3,528	\$ 11,200	\$ 11,200	\$ -
	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 200	\$ -
	\$ 103	\$ 55	\$ -	\$ -	\$ -	\$ 1,600	\$ (1,600)
	\$ 367	\$ 488	\$ 520	\$ -	\$ 520	\$ 500	\$ 20
	\$ 87,018	\$ 71,029	\$ 110	\$ 90	\$ 200	\$ 200	\$ -
			\$ 48,835	\$ 33,402	\$ 82,237	\$ 90,397	\$ (8,160)

	\$ 40,000	\$ -	\$ 15,000	\$ (5,000)	\$ 14,021	\$ (2,676)	\$ -
	\$ 9,408	\$ (1,792)	\$ 756	\$ 556	\$ 756	\$ (841)	\$ -
	\$ 500	\$ -	\$ 200	\$ -	\$ 80,641	\$ (9,756)	\$ -

Status quo
One time consulting fees in 2021 for cost allocation model
Estimated - insurance renewal is in process
1517 Blake St. 201 - 30% share of costs and adjustment for 84% allocation to the Traveler
Estimated
Estimated per review of prior actuals and to balance travel/training accounts for anticipated needs
Estimated per review of prior actuals and to balance travel/training accounts for anticipated needs
Estimated
Estimated

Includes repairs and fuel purchased at Garfield County. Assumes: Fuel is based on approximately 34,000 miles budgeted in 2021; Original 2021 budget was \$34,000 and was reduced by \$5,000 for cost allocation consultant.

Status quo

Status quo

Fuel charged internally at RTA. Assumes 83,000 total miles budgeted in 2022 with 49,000 miles budgeted in 2022; Projected in 2022 budgeted miles are approximately 80% of 2021 budgeted miles.

Route March Software Support (84% allocation of total cost to the Traveler)

	\$ 34,060	\$ 15,182	\$ 17,376	\$ 11,624	\$ 29,000	\$ 29,000	\$ -
	\$ 605	\$ 209	\$ -	\$ 800	\$ 800	\$ 800	\$ -
	\$ 760	\$ 370	\$ 225	\$ 575	\$ 800	\$ 800	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 11,564	\$ 5,940	\$ 5,140	\$ 2,860	\$ 8,000	\$ 12,000	\$ (4,000)
	\$ 10,038	\$ 3,668	\$ 3,997	\$ 3,003	\$ 7,000	\$ 10,000	\$ (3,000)
	\$ 5,183	\$ 10,228	\$ 10,228	\$ -	\$ 10,228	\$ 10,500	\$ (272)
	\$ 62,210	\$ 35,599	\$ 36,966	\$ 18,862	\$ 55,828	\$ 63,100	\$ (7,272)
	\$ 683,200	\$ 545,291	\$ 416,151	\$ 177,561	\$ 591,493	\$ 748,097	\$ (156,604)
	\$ (135,884)	\$ (157,536)	\$ 5,886	\$ (160,626)	\$ (168,270)	\$ (168,270)	\$ (0)
	\$ 135,885	\$ 157,536	\$ (5,886)	\$ 174,156	\$ 168,270	\$ 168,270	\$ -
	\$ 0	\$ (0)	\$ -	\$ 13,530	\$ 0	\$ (0)	\$ (0)

	\$ 30,000	\$ 1,000	\$ 672	\$ (128)	\$ 672	\$ (128)	\$ -
	\$ 11,000	\$ (1,000)	\$ 8,000	\$ (2,000)	\$ 8,820	\$ (1,680)	\$ -
	\$ 59,164	\$ (3,956)	\$ 690,255	\$ (57,842)	\$ (169,643)	\$ (1,373)	\$ -
	\$ 169,643	\$ 1,373	\$ -	\$ -	\$ -	\$ -	\$ -

Status Quo: this amount will change based on Garco's calculation

Transportation Arithmetic & Assumptions

Table 1. Cost Allocation Basis 2022 Draft Budget

Compensation	Line Item Cost	Cost Category	Varies By
Administration	61,500	Fixed	
Transportation Supervisor	100,300	Fixed	
Relief Supervisor			
Bus Operator 3 (FTYR)			
Bus Operator 2 (PTYR)	24,750	Variable	Hours
Bus Operator—Non CDL(FTYR)	199,250	Variable	Hours
Mechanics	26,000	Variable	Miles
Overtime Pay	2,550	Variable	Hours
Alt Activity	2,100	Variable	Hours
Bonus Pay	1,750	Variable	Hours
Shift Pay	3,300	Variable	Hours
Separation Pay		Variable	Hours
Fringe Benefits	56,300	Variable	Hours
Health Insurance	72,650	Variable	Hours
Subtotal Traveler's Compensation Expenditures	550,450		
Admin Operating Expenditures			
Admin Overhead	40,000	Fixed	
Third Party Consulting			
Vehicle Insurance	15,000	Fixed	
Office Rental	14,021	Fixed	
Telephone/Communications	9,408	Fixed	
Staff Training	756	Variable	Hours
Travel	756	Fixed	
Office Supplies	500	Fixed	
Postage	200	Fixed	
Subtotal Traveler's Admin Operating Expenditures	80,641		
Operating Expenditures			
Repairs—Third party services	30,000	Variable	Miles
Drug & Alcohol Testing	672	Variable	Hours
DOT Exams	672	Variable	Hours
Equipment			
Unleaded Fuel	11,000	Variable	Miles
Compressed Natural Gas	8,000	Variable	Miles
Software Support	8,820	Fixed	
Subtotal Traveler's Operating Expenditures	59,164		
Total Traveler's Expenditures	690,255		

Table 3. 2020 Trip Distances & Durations

2020 Service Data					
Jurisdiction	Ridership	Loaded Miles	Loaded Hours	Avg. Distance	Avg. Duration
Rifle	3,326	11,382	302	3.4	5.4
Glenwood Springs	3,156	7,691	305	2.4	5.8
Garfield County	1,208	9,728	306	8.1	15.2
New Castle	269	3,579	90	13.3	20.1
Silt	203	1,388	33	6.8	9.8
Carbondale	86	517	20	6.0	14.0
Total	8,248	34,286	1,056	N/A	N/A

Table 4. 2019 Ridership Data

2019 Service Data	
Jurisdiction	Ridership
Carbondale	989
Glenwood Springs	6,250
New Castle	1,210
Silt	208
Rifle	5,828
Garfield County	4,782
Total	10,610

2022 Estimated Service data used in the MOU above are based on:

Rides = 75% of 2019 ridership

Loaded Miles = Estimated 2022 ridership multiplied by 2020 average trip distances

Loaded Minutes = Estimated 2022 ridership multiplied by 2020 average trip durations.

Table 5. Marginal rates used in cost model

Cost Category	Costs by Category	Marginal Rates
Variable Hours	\$348,897	\$2.57
Variable Miles	\$71,740	\$0.98
Fixed	\$273,224	\$18.91
Total	\$693,861	N/A

Nutrition Budget	
	Annual
Wages	\$ 150,450.00
Employee Benefits	\$ 76,124.00
Professional - Other	\$ 281,625.00
Repair and maintenance	\$ 200.00
Rental of Land & Buildings	\$ 100.00
Communications	\$ 550.00
Printing and Binding	\$ 300.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 10,000.00
Professional Affiliations	\$ 100.00
Training	\$ 600.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 9,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,600.00
Copy Machine Usage	\$ 1,300.00
Food - non travel related	\$ 3,000.00
Computers & computer equipment	\$ 1,000.00

Total 12 Month Budget \$538,899.00

Less AAA funding	\$ 150,265.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 21,000.00
Grant & Program Income Total	\$ 184,265.00
30% County Share of Total Expenses	\$ 215,559.60
Parfield County Share	\$ 215,559.60
Projected Income/County Share	\$ 399,824.60
Income less expenses	\$139,074.40
Municipal Budget Share	\$139,074.40
for Distribution	

Staff: 64% Manager
72% Program Coordinator
77% Program Coordinator

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES					
Jurisdiction	# of Meals Served	Percent of Total	2021		2019
			# Meals	Contributions	# Meals
2022					
Carbondale	1,157	6.33%	1,306	\$ -	1,241
Glenwood Springs	6,812	37.28%	4,875	\$ -	3,873
New Castle	996	5.45%	723	\$ -	734
Silt	1,778	9.73%	2,074	\$ -	2,477
Parachute	-	0.00%	-	\$ -	-
Rifle	7,529	41.21%	6,420	\$ -	7,918
Municipal Total	18,272	100.00%	15,398	\$ -	16,243
Garfield County	3,325		3,265	\$ -	3,253
Parachute	-		-	\$ -	-
Grand Total	21,597		18,663	\$ -	19,496
Based on July 2020 - June 2021 Usage					
Based on July 2019 - June 2020					
Based on July 2018 - June 2019					
Based on July 2017 - June 2018					

Cost Methodology—2022

Transportation Budg	Annual	Staff: 32% Manager 7% Prog Coordinator
Wages	\$ 21,116.00	
Employee Benefits	\$ 11,440.00	
Communication	\$ 200.00	
Motor Pool Charges	\$ 50.00	
Training	\$ 200.00	
Office Supplies	\$ 200.00	
Computer Supplies	\$ 200.00	
Freight, Postage,	\$ 200.00	
Delivery	\$ 200.00	
Total County Expense	\$ 33,606.00	

RFTA \$690,255.00 Projected based on RFTA Actual Expenditures November 2, 2021 budget

MINUS GWS Paratral \$ 30,000.00

Total RFTA Expense \$ 660,255.00

Total Expenses \$ 693,861.00

Less Program Income \$ 13,000.00

Less CSBG \$ 60,638.00

Less Mt. Valley Devle \$ 20,000.00

Total G/P Income \$ 93,638.00

Less 50% County Share \$346,930.50

RFTA Refund 2020 at \$ 81,369.65

per 4/19/2021 BOCC Meeting

Total County Share \$346,930.50

Total Revenue \$440,568.50

Total Expenses \$ 693,861.00

Income less expense \$253,292.50

Municipal Budget Share
for Distribution \$253,292.50

Prepared by Ross Peterson

2022 Traveler Forecast Service And Cost Data

Jurisdiction	Est. Rides	Est. Loaded Miles	Est. Loaded Minutes	Est. Fully Allocated Cost	Est. Allocation of County Contribution, Grants & Program Income	Est. Net Responsibility for Each Municipality
Carbondale	742	4,459	10,350	\$45,047.20	\$20,098.85	\$24,948.35
Glenwood Springs	4,688	11,423	27,180	\$169,816.37	\$75,767.51	\$94,048.86
New Castle	908	12,074	18,217	\$75,922.85	\$33,874.74	\$42,048.11
Silt	156	1,067	1,522	\$7,915.04	\$3,531.48	\$4,383.56
Rifle	4,371	14,958	23,813	\$158,648.19	\$70,784.57	\$87,863.62
Garfield County	3,587	28,882	54,510	\$236,511.35	\$236,511.35	\$0.00
Total	14,450	72,863	135,593	\$693,861.00	\$440,568.50	\$253,292.50

Well & Wise Budget	Annual	Staff: 4% Manager 28% Program Coordinator 16% Program Coordinator
Wages	\$ 32,062.00	
Employee Benefits	\$ 17,174.00	
Repair & maintenance	\$ 25.00	
Licenses and permits	\$ 750.00	
Travel	\$ 1,000.00	
Motor Pool Charges	\$ 500.00	
Training	\$ 3,000.00	
Office supplies	\$ 100.00	
Other supplies	\$ 100.00	
Food - non travel related	\$ 4,000.00	
Computers & computer equipment	\$ 600.00	
Total 12 Month Budget	\$59,311.00	

Less AAA funding \$ 50,000.00
Grant & Program Income Total \$ 50,000.00

Income less expenses \$9,311.00
Total County Match \$9,311.00

COMBINED CONTRIBUTION BREAKDOWN

<i>Jurisdiction</i>	2022 Nutrition Contribution	2022 Transportation Contribution	2022 Well & Wise Contribution	2022 Total Contributions	RFTA Transportation Contribution	2022 Nutrition Contribution	2022 Transportation Contribution	2022 Well & Wise Contribution	2022 Net Adjusted Total
Carbondale	\$8,806.32	\$24,948.35	-	\$33,754.67	\$24,948.35	\$8,806.32	-	-	\$8,806.32
Glenwood Springs	\$51,848.45	\$94,048.86	-	\$145,897.31	\$94,048.86	\$51,848.45	-	-	\$51,848.45
New Castle	\$7,580.89	\$42,048.11	-	\$49,629.00	\$42,048.11	\$7,580.89	-	-	\$7,580.89
Silt	\$13,532.96	\$4,383.56	-	\$17,916.52		\$13,532.96	\$4,383.56	-	\$17,916.52
Rifle	\$57,305.78	\$87,863.62	-	\$145,169.40		\$57,305.78	\$87,863.62	-	\$145,169.40
Garfield County	\$ 215,559.60	\$ 346,930.50	9,311.00	\$571,801.10		\$215,559.60	\$346,930.50	9,311.00	\$571,801.10
Totals	\$354,634.00	\$600,223.00	9,311.00	\$964,168.00	\$161,045.31	\$354,634.00	439,177.69	9,311.00	\$803,122.69



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item:	Inflation Update and Employee Retention
Action Requested:	Budget amendment to provide employees a 5.0% wage increase to offset the costs of inflation.
Department:	City Administration
Presented By:	Debra Figueroa
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Prices are increasing by approximately 10% which results in higher bid prices for the City and less buying power for our employees; effectively delivering a pay cut.
Issues:	The 2021 and 2022 budgets did not include a cost-of-living (COLA) adjustment. Rather, we implemented the results of our salary study early (August) and decided to re-visit any COLA discussion in the spring when we had more data.
Fiscal Impact:	\$928,000 across all funds as detailed in the attached memo.
Legal Review:	NA
Staff Recommendation:	Staff believes a 5% COLA implemented now is both conservative and meaningful to employees and supports its approval.

MEMO

Date: March 24, 2022

To: Debra Figueroa, City Manager
Yvette Gustad, Finance Director

From: Steve Boyd, COO

From February 2021 to February 2022 the Bureau of Labor Statistics has reported the cost-of-living in our region has increased by 9.7%. Most economists are forecasting price increases to continue at a rate above 4.5% in the foreseeable future. This has two direct impacts on City spending. One is the higher prices of projects we take to bid. Our engineering estimates are frequently lower than bids, often by enough to impact the project or its timing. The second is wage inflation, our employees' paychecks are the same but they are not able to buy as much in goods and services as they could before. In August 2021 we implemented the results of our salary study which gave each employee a raise of the greater of 1) their result from the survey, or 2) 2.0%. The plan was to implement on 1/1/2022 but Council agreed to go four months early as a result of strong revenues and an immediate need to address employee retention. Because everyone had recently gotten at least some raise we decided to not put a cost-of-living increase for anyone in 2022 knowing we would likely need to address it at the end of Q1.

Whether to address this now or not depends on four factors explained below, and the impact to each fund at various levels is shown here in \$:

	5.0%		7.5%		10%
Fund	Total	Fund	Total	Fund	Total
General	519,341	General	778,966	General	1,038,588
Water	85,642	Water	128,456	Water	171,271
Broadband	39,343	Broadband	59,007	Broadband	78,679
Electric	64,550	Electric	96,815	Electric	129,084
Airport	2,314	Airport	3,472	Airport	4,629
Landfill	42,224	Landfill	63,330	Landfill	84,441
SWAT	10,452	SWAT	15,675	SWAT	20,902
Fire/EMS	147,588	Fire/EMS	221,367	Fire/EMS	295,148
Fleet	17,466	Fleet	26,197	Fleet	34,930
	928,920		1,393,284		1,857,672

Most employee benefits and changes to overall compensation are a result of leadership decisions to increase or improve their status as an employer of choice. Cost-of-Living (COLA) increases are viewed a little differently. Employees take a "pay cut" whenever their wage increases at a level below inflation. In theory we get this increase in our revenues and want to protect employee buying power.

In considering our current situation I've looked into these three questions:

1. Is this a permanent need that is unlikely to be reversed?

These increases are occurring all over the country from specific causes like supply chain issues and employee shortages, so as they are corrected over the next few years the rate of inflation will likely slow or even stop eventually. It is not realistic to expect price levels to go back to 2021 levels. This inflation is permanent.

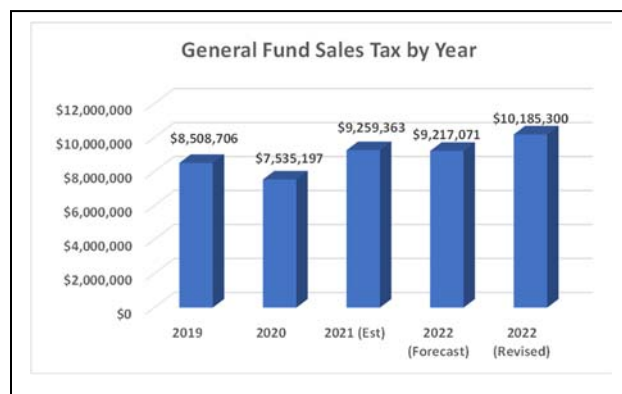
2. What are our peers doing to address this?

Most organizations implemented a COLA both at the beginning of 2021 and 2022. The table to the right adds the 2021 and 2022 adjustments together in similar districts. For example; Carbondale Fire increased by 3% in 2021 and 5% in 2022 for a total of 8%. Please note these aren't apples and apples with Glenwood Springs. Our 2021 adjustment gave the average employee a 6% raise, and everyone at least a 2% raise. That was intended to address market value, Glenwood Springs employees did not receive a COLA in either 2021 or 2022, and many employees have only seen 2.0% in that time.

Area Salary Adjustments	
Entity	
Carbondale Fire	8.0%
RF Fire District	8.0%
Town of Carbondale	3.0% > \$67,000 5.0% < \$67,000
Eagle River Wa & San Dist	7.0%
Town of New Castle	8.0%
Town of Basalt	10.0%
Town of Eagle	9.0%
City of Aspen	2.0%
Snowmass Village	10% including merit

3. Can the City afford the cost of an inflation increase in each fund that has payroll?

As always, the most difficult fund to find the money for salary increases is the General Fund because big revenue sources like sales taxes are outside our control and the portion of payroll to overall fund spending is greatest here. As a result, I've focused on the General Fund for affordability. With current and recent fee changes the enterprise funds are able to follow suit.



1) We budgeted our 2022 revenues to be at a 0.0% increase from 2021. Internally our forecast is 10% over 2021 which is right where both January and February have come in. If that continues, we will have \$1.0 million in excess revenue to fund raises in the General Fund. 2) we

always have positions that are funded but not fully staffed all year which results in savings that should be enough to absorb these increases. 3) If neither of those things were to happen, we can release a

portion of the informal reserve of \$1.0 million we established last year with Council's approval. This reserve alone will not fund payroll increases forever so if we have to go this route, we'll need to address it in the 2023 budget cycle. In any event we have essentially already funded an increase.

General Fund						
	2020 Actual	2021 Budget	2021 Revised Forecast	2021 Actual (Est.)	2022 Revised Budget	
Revenue	\$21,394,869	\$19,503,101	\$21,152,015	\$23,662,096	\$23,099,974	
Expenditures	(\$18,132,356)	(\$19,527,679)	(\$22,195,112)	(\$19,675,861)	(\$23,233,370)	
Change in Fund Balance	\$3,262,513	(\$24,578)	(\$1,043,097)	\$3,986,235	(\$133,396)	
Beginning Fund Balance	\$6,475,416	\$9,737,929	\$9,737,929	\$9,737,929	\$13,724,164	
Ending Fund Balance	\$9,737,929	\$9,713,351	\$8,694,832	\$13,724,164	\$13,590,768	
Fund Balance Reserves:						
*Airport Road (Restricted)		(\$86,000)	(\$86,000)	(\$86,000)	(\$86,000)	
*Affordable Housing (Restricted)		(\$26,984)	(\$26,984)	(\$26,984)	(\$26,984)	
*In Lieu Housing Fee (Restricted)		(\$71,382)	(\$71,382)	(\$71,382)	(\$71,382)	
*In Lieu Sidewalk Fee (Restricted)		\$0	\$0	\$0	(\$3,520)	
Mine Expansion Opposition		(\$1,000,000)	(\$1,000,000)	(\$1,000,000)	(\$1,000,000)	
Employee Retention Reserve		\$0	(\$450,000)	(\$1,000,000)	(\$1,000,000)	
Large Infrastructure Repair		\$0	(\$1,050,000)	(\$1,050,000)	(\$2,100,000)	
Contingency Reserve (40%)		(\$7,811,072)	(\$8,878,045)	(\$7,870,344)	(\$10,222,683)	
Available Fund Balance		\$717,913	(\$2,867,579)	\$2,619,454	(\$919,801)	

Conclusion

1. The inflation this memo refers to has already happened, this is not a staff forecast. We should stay conservative with any base-building increases we implement now. Five percent is easily justifiable, enough to make a difference for our employees and affordable for the City. We should implement a five percent increase for all City staff in the first payroll that begins in April.
2. Consider taking this opportunity to address our ongoing issue of employees feeling undervalued and if they don't move within their pay grade and discouraged if they believe they will soon top-out within their range. One idea is to increase a salary by 5%, but only lift the pay range by 2.5%. That accomplishes both objectives without costing the City additional money.
3. In about August we should re-evaluate the situation to determine whether we need to further address inflation and/or award some type of merit pay. If an increase is warranted, we should consider making it a one-time "bonus" rather than a second base-building raise in 2022.

Please let me know if you have any questions or need anything further from me.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Ordinance 2022-13; Amending Municipal Court Provisions (FIRST READING)

Action Requested: Approval of Ordinance 2022-13

Department: Attorney

Presented By: Karl Hanlon

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Ordinance 2022-13 amends various sections of Title 120 including Disorderly Conduct, Harassment and Minor in Possession. These changes were requested and reviewed by the Municipal Judge, Prosecutor and Police Department. They are necessary to ensure both compliance with State Statutes as well as clarity regarding the elements of the offenses.

Issues: None identified.

Fiscal Impact: None.

Legal Review: No issues.

Staff Recommendation: Staff recommends approval of Ordinance 2022-13.

ORDINANCE NO. 13

Series of 2022

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING ARTICLES 120.020 AND 120.030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, Article 120.020 of the Glenwood Springs Municipal Code sets forth Offenses Against Persons or Property; and

WHEREAS, Article 120.030 of the Glenwood Springs Municipal Code sets forth Miscellaneous Criminal Offenses; and

WHEREAS, the legislature of the State of Colorado, from time to time, amends and updates the provisions of the state Criminal Code in Title 18 of the Statutes of the State of Colorado; and

WHEREAS, City Council wishes to revise certain sections of Articles 120.020 and 120.030 of the Glenwood Springs Municipal Code as provided in this ordinance to align with the state Criminal Code in Title 18.

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

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

Section 2. Articles 120.020 and 120.030 of the Glenwood Springs Municipal Code are hereby amended in part as provided for on the attached **Exhibit A**.

Section 3. Any ordinances or resolutions or parts thereof, which are in conflict this this ordinance, are hereby repealed to the extent of such conflict only.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 7TH DAY OF APRIL 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
READING THIS ____ DAY OF _____ 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

Additions shown in double underline; deletions shown in ~~strikethrough~~.

120.020.010 - Disorderly conduct.

It shall be unlawful for any person to commit any act which constitutes disorderly conduct. A person commits disorderly conduct when he/she intentionally, knowingly, or recklessly:

- (1) Makes a coarse and obviously offensive utterance, gesture, or display in a public place and the utterance, gesture, or display tends to incite an immediate breach of the peace ~~Uses abusive, indecent, profane or vulgar language, and the language by its very utterance tends to incite an immediate breach of the peace; or~~
- (2) Makes unreasonable noise in a public place or near a private residence that he has no right to occupy; or ~~Makes an offensive gesture or display, and the gesture or display tends to incite an immediate breach of the peace;~~
- (3) Fights with another in a public place except in an amateur or professional contest of athletic skill; or ~~Reserved.~~
- (4) Not being a peace officer, discharges a firearm in a public place except when engaged in lawful target practice or hunting or the ritual discharge of blank ammunition cartridges as an attendee at a funeral for a deceased person who was a veteran of the armed forces of the United States; or ~~Makes or causes an excessive or unreasonably loud or offensive noise which causes harm, fright or annoyance to another.~~
- (5) Not being a peace officer, displays a real or simulated firearm, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a firearm, or represents verbally or otherwise that he or she is armed with a firearm in a public place in a manner calculated to alarm and does alarm another person.

* * *

120.020.020 - Harassment.

- (a) It shall be unlawful for any person to commit any act which constitutes harassment. A person commits harassment if, with intent to harass, annoy, or alarm another person, he/she:

- (1) Strikes, shoves, kicks, or otherwise touches a person or subjects him to physical contact; or
- (2) In a public place directs obscene language or makes an obscene gesture to or at another person; or
- (3) Follows a person in or about a public place; or
- (4) ~~(1)~~ Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner intended to harass or threatens bodily injury or

property damage, or makes any comment, request, suggestion or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium ~~which~~ that is obscene; or

~~(5)(2)~~ Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation; or

~~(6)~~ Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property; or

~~(7)(3)~~ Repeatedly insults, taunts, or challenges, or makes communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response.

(b) As used in this section, unless the context otherwise requires, "obscene" means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus, or excretory functions.

(c) Any act prohibited by Subsections (a)(1) or (a)(2) above may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, or other electronic communication was made or received.

~~(d)~~ This section is not intended to infringe upon any right guaranteed to any person by the first amendment to the United States constitution or to prevent the expression of any religious, political, or philosophical views.

* * *

Section 120.030.093 - Illegal possession or consumption of ethyl alcohol, marijuana, or marijuana paraphernalia by an underage person.

(a) As used in this section, unless the context otherwise requires:

(1) "Establishment" means a business, firm, enterprise, service or fraternal organization, club, institution, entity, group, or residence, and any real property, including buildings and improvements, connected therewith, and shall also include any members, employees, and occupants associated therewith.

(2) "Ethyl alcohol" means any substance which is or contains ethyl alcohol.

~~(3)~~ "Marijuana" has the same meaning as in section 16 (2)(f) of article XVIII of the Colorado constitution.

~~(4)~~ "Marijuana paraphernalia" has the same meaning as marijuana accessories in section 16 (2)(g) of article XVIII of the Colorado constitution.

~~(5)(3)~~ "Possession of ethyl alcohol" means that a person has or holds any amount of ethyl alcohol anywhere on his person, or that a person owns or has custody of ethyl alcohol, or has ethyl alcohol within his immediate presence and control.

- (6) “Possession of marijuana” means that a person has or holds any amount of marijuana anywhere on his or her person or that a person owns or has custody of marijuana or has marijuana within his or her immediate presence and control.
- (7)(4) “Private property” means any dwelling and its curtilage which is being used by a natural person or natural persons for habitation and which is not open to the public and privately owned real property which is not open to the public. “Private property” shall not include:
- a. Any establishment which has or is required to have a license pursuant to C.R.S. Article 46, 47, or 48 of title 12; or
 - b. Any establishment which sells ethyl alcohol or upon which ethyl alcohol is sold; or
 - c. Any establishment which leases, rents, or provides accommodations to members of the public generally.
- (b) (1) Any person under twenty-one (21) years of age who possesses or consumes ethyl alcohol anywhere in the ~~state of Colorado~~ City of Glenwood Springs commits illegal possession or consumption of ethyl alcohol by an underage person. Illegal possession or consumption of ethyl alcohol by an underage person is a strict liability offense.
- (2) Except as described by section 14 of article XVIII of the Colorado constitution and section 18-18-406.3, a person under twenty-one years of age who possesses two ounces or less of marijuana or consumes marijuana anywhere in the City of Glenwood Springs commits illegal possession or consumption of marijuana by an underage person. Illegal possession or consumption of marijuana by an underage person is a strict liability offense.
- (3) Except as described by section 14 of article XVIII of the Colorado constitution and section 18-18-406.3, a person under twenty-one years of age who possesses marijuana paraphernalia anywhere in the City of Glenwood Springs and knows or reasonably should know that the drug paraphernalia could be used in circumstances in violation of this Code commits illegal possession of marijuana paraphernalia by an underage person. Illegal possession of marijuana paraphernalia by an underage person is a strict liability offense.
- (4)(2) Illegal possession or consumption of ethyl alcohol by an underage person, ~~illegal possession or consumption of marijuana by an underage person, or illegal possession of marijuana paraphernalia by an underage person~~ shall be a misdemeanor and punishable in accordance with Section 010.020.080 of this Code. The court, upon sentencing a defendant pursuant to this paragraph (b), may, in addition to any fine, order that the defendant perform useful public service, and may further order that the defendant submit to and complete an alcohol or drug evaluation or assessment, an alcohol and drug education program, or an alcohol and drug treatment program at such defendant’s own expense.
- (c) It shall be an affirmative defense to the offense described in subsection (b2)(1) of this section that the ethyl alcohol was possessed or consumed by a person under twenty-one (21) years of age under the following circumstances:
- (1) While such person was legally upon private property with the knowledge and consent of the owner or legal possessor of such private property and the ethyl alcohol was possessed or consumed with the consent of his parent or legal guardian who was present during such possession or consumption; or

(2) When the existence of ethyl alcohol in a person's body was due solely to the ingestion of a confectionery which contained ethyl alcohol within the limits prescribed by C.R.S. § 25-5-410 (1) (i) (II); or the ingestion of any substance which was manufactured, designed, or intended primarily for a purpose other than oral human ingestion; or the ingestion of any substance which was manufactured, designed, or intended solely for medicinal or hygienic purposes; or solely from the ingestion of a beverage which contained less than one-half ($\frac{1}{2}$) of one (1) percent of ethyl alcohol by weight.

(d) The possession or consumption of ethyl alcohol shall not constitute a violation of this section if such possession or consumption takes place for religious purposes protected by the first amendment to the United States constitution.

(e) (1) An underage person is immune from arrest and prosecution under this section if he or she establishes the following:

a. The underage person called 911 and reported in good faith that another underage person was in need of medical assistance due to alcohol or marijuana consumption;

b. The underage person who called 911 provided his or her name to the 911 operator;

c. The underage person was the first person to make the 911 report; and

d. The underage person who made the 911 call remained on the scene with the underage person in need of medical assistance until assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

(2) The immunity described in paragraph (1) of this subsection (e) also extends to the underage person who was in need of medical assistance due to alcohol or marijuana consumption if the conditions of said paragraph (1) are satisfied.

(f)(e)-Prima facie evidence of a violation of Subsection (b)(2) of this section shall consist of:

(1) Evidence that the defendant was under the age of twenty-one (21) years and possessed or consumed ethyl alcohol or marijuana or possessed marijuana paraphernalia anywhere in ~~this state~~ the City; or

(2) Evidence that the defendant was under the age of twenty-one (21) years and manifested any of the characteristics commonly associated with ethyl alcohol intoxication or impairment or marijuana impairment while present anywhere in ~~this state~~ the City.

(g)(f) During any trial for a violation of Subsection (b)(2) of this section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A jury or a judge, whichever is appropriate, may consider the information upon such label in determining whether the contents of the bottle, can, or other container were composed in whole or in part of ethyl alcohol or marijuana. A label which identifies the contents of any bottle, can, or other container as "beer", "ale", "malt beverage", "fermented malt beverage", "malt liquor", "wine", "champagne", "whiskey" or "whisky", "gin", "vodka", "tequila", "schnapps", "brandy", "cognac", "liqueur", "cordial", "alcohol", or "liquor" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of ethyl alcohol.

~~(h)(g)~~ A parent or legal guardian of a person under twenty-one (21) years of age or any natural person who has the permission of such parent or legal guardian may give or permit the possession and consumption of ethyl alcohol to or by a person under the age of twenty-one (21) years under the conditions described in paragraph ~~(1)(a)~~ of subsection ~~(c)(3)~~ of this section. This subsection ~~(h)(7)~~ shall not be construed to permit any establishment which is or is required to be licensed pursuant to C.R.S. Article 46, 47, or 48 of Title 12, or any members, employees, or occupants of any such establishment to give, provide, make available, or sell ethyl alcohol to a person under twenty-one (21) years of age.

~~(h) Nothing in this section shall be construed to prohibit any statutory or home rule municipality from enacting any ordinance which prohibits persons under the age of twenty-one (21) years from possessing or consuming ethyl alcohol, which ordinance is at least as restrictive or more restrictive than this section.~~

- (i) The qualitative result of an alcohol test or tests shall be admissible at the trial of any person charged with a violation of subsection ~~(b)(2)~~ of this section upon a showing that the device or devices used to conduct such test or tests have been approved as accurate in detecting alcohol by the executive director of the department of public health and environment.
- (j) Official records of the department of public health and environment relating to the certification of breath test instruments, certification of operators and operator instructors of breath test instruments, certification of standard solutions, and certification of laboratories shall be official records of the state. Copies of such records, attested by the executive director of the department of public health and environment or his deputy and accompanied by a certificate bearing the official seal for said department, which state that the executive director of the department has custody of such records, shall be admissible in all courts of record and shall constitute prima facie evidence of the information contained in such records. The official seal of the department described in this subsection ~~(j)(12)~~ may consist of a rubber stamp producing a facsimile of the seal stamped upon the document.
- (k) In any judicial proceeding in any court of this state concerning a charge under subsection two ~~(b)(2)~~ of this section, the court shall take judicial notice of methods of testing a person's blood, breath, saliva, or urine for the presence of alcohol and of the design and operation of devices certified by the department of public health and environment for testing a person's blood, breath, saliva, or urine for the presence of alcohol. This subsection ~~(k)(13)~~ shall not prevent the necessity of establishing during a trial that the testing devices were working properly and that such testing devices were properly operated. Nothing in this subsection ~~(k)(13)~~ shall preclude a defendant from offering evidence concerning the accuracy of testing devices.



City Council
STAFF REPORT
City of Glenwood Springs
April 7, 2022

Agenda Item: Ordinance 2022-14; Financing of the Electric Operation Center

Action Requested: See attached memo.

Department: Attorney

Presented By: Karl Hanlon

Strategic Goals: Preserve and Improve Infrastructure
Provide Efficient and Responsive City Government

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
[**Direct Mail to Glenwood Springs*](#)

MEMORANDUM

DATE: April 5, 2022
TO: Glenwood Springs Mayor and City Council
FROM: Karp Neu Hanlon PC
RE: EOC Lease Financing Highlights

The structure for the facility financing will include the City's conveyance of a long-term leasehold interest in the site to the Lender for a lump-sum made available by the Lender pursuant to a Site Lease, and the Lender will lease-back the site and the improvements to be constructed to the City pursuant to a Lease Purchase Agreement. The Lease Purchase Agreement will be subject to annual appropriations by the City Council and includes rental payments amortizing repayment, at a stated fixed interest rate, of the funds made available under the Site Lease. The financing will not give rise to a long-term obligation by the City requiring voter approval because the City's repayment obligation only extends from year-to-year. Should an event of non-appropriation by the City Council occur, the Lender will have the right to lease the facility to other parties for the balance of the term of the Site Lease (which term does not exceed 40 years). The Site Lease will terminate upon the final scheduled rental payment, or permitted early prepayment, under the Lease Purchase Agreement.

Other features of the financing are the following:

- The Lender was selected pursuant to a competitive process.
- The term of the financing is for 20 years.
- City will have the right to repay the financing on an annual basis, and there will be a one percent premium to repay for the first five years.
- The financing will include payment of the costs related to the Lender origination fee, the costs of counsel to the Lender and related costs of the financing.
- The intent is that the annual payments under with Lease Purchase Agreement will be made by the City from the Electric Fund, however, the City is not restricted regarding the source of funds used for annual payments.
- The structure preserves additional capacity of the City's Electric Fund and Broadband Fund to issue revenue obligations in the future, should there be circumstances and a desire by City Council to issue revenue obligations in the future.

ORDINANCE NO. 2022 - 14

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING A LEASE-PURCHASE FINANCING TO PROVIDE FUNDING FOR COSTS RELATED TO THE CONSTRUCTION AND EQUIPPING OF A NEW ELECTRIC OPERATIONS CENTER FACILITY AND ANCILLARY IMPROVEMENTS, TO BE CONSTRUCTED ON LAND OWNED BY THE CITY; APPROVING A SITE LEASE, A LEASE PURCHASE AGREEMENT, ALL RELATED REAL ESTATE DOCUMENTATION AND ANY ADDITIONAL TRANSACTION DOCUMENTS NEEDED TO COMPLETE THE LEASE-PURCHASE FINANCING AND PROVIDING PARAMETERS IN CONNECTION THEREWITH.

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

WHEREAS, the City is authorized pursuant to Section 31-15-801, Colorado Revised Statutes ("C.R.S.") to enter into long-term rental or leasehold agreements and pursuant to Section 1.2 of the Charter has all of the powers granted to home rule cities by the Constitution and laws of the State of Colorado; and

WHEREAS, the City Council of the City (the "Council") has determined that it is in the best interests of the City and its residents to construct and equip a new Electric Operations Center (EOC) facility and ancillary improvements (the "Project") on vacant land owned by the City commonly known by address 1660 Devereaux Road in Glenwood Springs and identified by Garfield County parcel number 218505300055 (which site, together with the Project to be constructed thereon, is referred to herein as the "Leased Property", as described in Exhibit A attached hereto); and

WHEREAS, to generate funds to pay for the Project, the Council has determined the City will convey to Alpine Bank, a Colorado banking corporation (the "Lender"), a long-term leasehold interest in the Leased Property in exchange for a lump-sum payment (the "Lender Rental Payment") pursuant to a Site Lease (the "Site Lease") between the City, as lessor, and the Lender, as lessee, and thereafter, the Lender will sublease the Leased Property back to the City pursuant to a Lease Purchase Agreement (the "Lease") between the Lender, as sublessor, and the City, as sublessee (collectively, the "Lease Financing"), to extend over a period not to exceed thirty years (which period will not exceed the useful life of the Project); and

WHEREAS, the interests of the City under the Lease are to expire on December 31 of any City fiscal year (each a "Fiscal Year") if the Council has, by such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) estimated to be payable in the next ensuing Fiscal Year, and such Base Rentals and Additional Rentals payable by the City shall constitute currently appropriated expenditures of the City and shall not

constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the City or a mandatory charge or requirement against the City in any Fiscal Year beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, all or any portion of the Project will be constructed with the proceeds of the Lender Rental Payment; and

WHEREAS, in accordance with Article 080.070 of the Municipal Code of the City, the City, acting by and through its Utilities Department, has historically provided and expects to continue to provide electricity, water and wastewater services by means of an enterprise, as that term is defined by Colorado law, and it is the intent of the Council that the City's utility enterprise (the "Enterprise") be operated and maintained so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the City may determine to act by and through the Enterprise in connection with the completion of the Lease Financing; however the Council may appropriate any legally available City funds in any given year in order to make the City's payments due under the Lease; and

WHEREAS, there have been presented to the City and made available to the Council at or prior to this meeting, among other things, copies of the proposed forms of the Site Lease and the Lease; and

WHEREAS, the Council is desirous of authorizing, approving and directing the execution of the agreements and instruments described above and the transactions evidenced thereby and otherwise proceed with the Lease Financing.

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

Section 1. Site Lease Authorization. The Council hereby approves the conveyance to the Lender of a leasehold interest in the Leased Property, pursuant to the terms of the Site Lease and subject to the provisions of Section 3 hereof. The Site Lease, in substantially the form and with substantially the content presented at this meeting, is in all respects approved, authorized and confirmed, and the Mayor is authorized and directed to execute the Site Lease in substantially the form and with substantially the same content as the form thereof presented at this meeting, for and on behalf of the City, but with such changes therein as the Mayor may deem necessary or appropriate, as evidenced by the execution thereof, including incorporation of the terms to be determined by the Mayor in accordance with the provisions hereof.

Section 2. Lease Authorization. The Lease, in substantially the form and with substantially the content presented at this meeting, is in all respects approved, authorized and confirmed, and the Mayor is authorized and directed to execute the Lease in substantially the form and with substantially the same content as the form thereof presented at this meeting, for and on behalf of the City, but with such changes therein as the Mayor may deem necessary or appropriate, as evidenced by the execution thereof, including incorporation of the terms to be determined by the Mayor in accordance with the provisions hereof.

Section 3. Parameters Relating to Lease Financing. The maximum annual Base Rentals to be paid by the City under the Lease in any particular year shall not exceed \$6,000,000.00 and shall not be payable beyond calendar year 2042, with the term of the Site Lease not to exceed an additional 20 years thereafter. The interest rate for the Lease shall not exceed 5.00% per annum. In accordance with Section 6.02 of the Lease, any Base Rental not received by the Lender on or before its due date will bear interest on the amount past due at a rate not to exceed 8.00% per annum from its due date. In accordance with Section 6.07 of the Lease, in the event of a Determination of Taxability, interest shall accrue at the Taxable Rate, which shall not exceed 8.00%.

Section 4. Execution of Miscellaneous Documents. The Mayor or other appropriate member of the Council (each an “Authorized Official”), City Clerk or, in the absence thereof, his or her designee, are hereby authorized and directed to attest all signatures and acts of any official of the Council or the City in connection with the matters authorized by this Ordinance, and to place the seal of the City on the Site Lease and the Lease and all other additional certificates, documents and other papers associated with the transactions and other matters authorized by this Ordinance. The Authorized Officials and other officials, employees and agents of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized or contemplated by this Ordinance.

Section 5. Obligations of the City. No provision of this Ordinance, the Site Lease or the Lease shall be construed as creating or constituting a general obligation or multiple-fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the City nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect. The term of the Lease shall not extend beyond one year, subject to annual renewal, and the City shall have no obligation to make any payment except in connection with the payment of the Base Rentals and Additional Rentals in accordance with the provisions of the Lease.

Section 6. Declarations and Findings. The Council hereby determines and declares that the Base Rentals represent the fair value of the use of the Leased Property, and that the Purchase Option Price (as defined in the Lease) represents the fair purchase price of the Leased Property. The Council hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the City under an economic or practical compulsion to appropriate moneys to make payments under the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the current market value of the Leased Property, the cost of acquiring, constructing, improving or equipping property similar to the Leased Property, the uses and purposes for which the Leased Property is being and will be employed by the City, the benefit to the citizens and residents of the City by reason of the use of the Leased Property pursuant to the terms and provisions of the Lease, the option of the City to purchase the Leased Property, and the expected eventual vesting of full title to the Leased Property in the City. The Council hereby determines and declares that the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Leased Property were performed, by the City

other than pursuant to the Lease. The Council hereby determines and declares that the duration of the Lease, including all optional renewal terms, authorized under this Ordinance, does not exceed the weighted average useful life of the Leased Property.

Section 7. Bank Qualification. The City hereby designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council or by the officers and employees of the City directed toward the execution and delivery of the Site Lease and the Lease and the financing contemplated for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 9. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 10. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 7th DAY APRIL, 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS 21st DAY OF APRIL, 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

REAL PROPERTY

Commonly Known Address (subject to change)

1660 Devereaux Road, Glenwood Springs, Colorado

County Parcel Number

218505300055

Legal Description

A TRACT OF LAND SITUATED IN THE PARCEL DESCRIBED IN BOOK 451 AT PAGE 499 IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDED, BEING PARTLY IN THE SE1/4SWV4 AND SW1/4SE1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM UNION OIL COMPANY OF CALIFORNIA TO GRAND MESA DISTRIBUTING COMPANY RECORDED AS RECEPTION NO. 241812 IN BOOK 397 AT PAGE 4 OF THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, SAID CORNER ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF THE D.D.E. MINOR SUBDIVISION RECORDED AS RECEPTION NO. 518680; THENCE ALONG THE WESTERLY LINE OF SAID D.D.E. MINOR SUBDIVISION N. 02 DEGREES 29'30" E. A DISTANCE OF 82.54 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 AS DESCRIBED IN THE PERMANENT ROAD RIGHT-OF-WAY EASEMENT DEED RECORDED AS RECEPTION NO. 551519; THENCE ALONG SAID PARCEL 2 THE FOLLOWING TWENTY (20) COURSES; N. 81 DEGREES 11'50" W. A DISTANCE OF 8.37 FEET; THENCE S. 09 DEGREES 44'15" W. A DISTANCE OF 19.82 FEET; THENCE N. 80 DEGREES 15'45" W. A DISTANCE OF 25.00 FEET; THENCE N. 09 DEGREES 44'15" E. A DISTANCE OF 19.75 FEET; THENCE N. 79 DEGREES 00'24" W. A DISTANCE OF 88.49 FEET; THENCE 106.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 917.50 FEET, A CENTRAL ANGLE OF 6 DEGREES 39'11", THE CHORD OF WHICH BEARS N. 75 DEGREES 40'49" W. A DISTANCE OF 106.48 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 66.44 FEET; THENCE S. 17 DEGREES 38'47" W. A DISTANCE OF 5.11 FEET; THENCE N. 71 DEGREES 56'05" W. A DISTANCE OF 38.14 FEET; THENCE N. 17 DEGREES 38'47" E. A DISTANCE OF 4.84 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 81.51 FEET; THENCE N. 17 DEGREES 38'47" E. A DISTANCE OF 4.00 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 73.27 FEET; THENCE 99.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 989.00 FEET, A CENTRAL ANGLE OF 5 DEGREES 44'22", THE CHORD OF WHICH BEARS N. 75 DEGREES 13'24" W. A DISTANCE OF 99.03 FEET; THENCE N. 78 DEGREES 05'35" W. A DISTANCE OF

132.49 FEET; THENCE 119.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 989.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 54'03", THE CHORD OF WHICH BEARS N. 81 DEGREES 32'26" W. A DISTANCE OF 119.05 FEET; THENCE N. 84 DEGREES 59'23" W. A DISTANCE OF 72.45 FEET; THENCE S. 02 DEGREES. 24'16" W. A DISTANCE OF 9.14 FEET; THENCE N. 88 DEGREES 01'09" W. A DISTANCE OF 14.93 FEET; THENCE N. 02 DEGREES 24'16" E. A DISTANCE OF 9.99 FEET TO A POINT ON THE SOUTHERLY LINE OF A 30.00 FOOT ROADWAY AS DESCRIBED IN BOOK 451 AT PAGE 499; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; N. 88 DEGREES 01'09" W. A DISTANCE OF 34.07 FEET; THENCE 98.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.12 FEET, A CENTRAL ANGLE OF 5 DEGREES 39'57", THE CHORD OF WHICH BEARS N. 85 DEGREES 11'10" W. A DISTANCE OF 98.86 FEET TO THE NORTHEASTERLY POINT OF PARCEL 1 AS DESCRIBED IN THE PERMANENT ROAD RIGHT-OF-WAY EASEMENT DEED RECORDED AS RECEPTION NO. 551519 THENCE ALONG SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES; S. 05 DEGREES 35'57" W. A DISTANCE OF 4.25 FEET; THENCE N. 83 DEGREES 46'19" W. A DISTANCE OF 23.60 FEET; THENCE N. 06 DEGREES 51'24" E. A DISTANCE OF 5.11 FEET TO A POINT ON THE SOUTHERLY LINE OF A 30.00 FOOT ROADWAY AS DESCRIBED IN BOOK 451 AT PAGE 499; THENCE 161.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING SAID RIGHT OF WAY HAVING A RADIUS OF 1000.12 FEET, A CENTRAL ANGLE OF 9 DEGREES 14'43", THE CHORD OF WHICH BEARS N. 76 DEGREES 23'01" W. A DISTANCE OF 161.21 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N. 88 DEGREES 24'20" W. A DISTANCE OF 248.92 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN) THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; S. 75 DEGREES 29'20" E. A DISTANCE OF 24.10 FEET; THENCE S. 74 DEGREES 34'00" E. A DISTANCE OF 1091.90 FEET; THENCE S. 82 DEGREES 09'20" E. A DISTANCE OF 384.59 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

LEASED PROPERTY

Land

Approximately 132,422 square feet

Facilities

The Project comprising the Leased Property consists of a new Electric Operations Center (EOC) facility and ancillary improvements.

AFTER RECORDATION PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attention: Thomas M. Peltz, Esq.

LEASE PURCHASE AGREEMENT

between

ALPINE BANK, A COLORADO BANKING CORPORATION
as Lessor,

and

CITY OF GLENWOOD SPRINGS, COLORADO,
acting by and through its Utility Enterprise
as Lessee

Dated as of May __, 2022

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EXHIBIT A DESCRIPTION OF LEASED PROPERTY
EXHIBIT B BASE RENTALS SCHEDULE
EXHIBIT C PURCHASE OPTION PRICE

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT dated as of May __, 2022 (this “Lease”), between **ALPINE BANK, A COLORADO BANKING CORPORATION** (together with its successors and assigns, the “Lender”), as lessor, and **CITY OF GLENWOOD SPRINGS, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE** (the “City”), a home rule municipality and political subdivision of the State of Colorado (the “State”), as lessee.

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and operating as a home rule city under Article XX of the Constitution of the State of Colorado (the “State”) and the home-rule charter of the City (the “Charter”), the State Constitution (the “Constitution”) and the laws of the State; and

WHEREAS, the City Council of the City (the “Council”) has determined that it is in the best interests of the City and its residents to construct and equip a new administrative building (the “Project”), to be constructed on the City-owned property described in Exhibit A hereto (such site and the Project to be constructed thereon are collectively referred to herein as the “Leased Property”); and

WHEREAS, in order to generate moneys to finance the costs of constructing the Project, the Council has determined that the City shall enter into that certain Site Lease, dated as of the date of this Lease, pursuant to which the City is to convey a leasehold interest in the Leased Property for a lump-sum payment (the “Lender Rental Payment”), and sublease such property back from the Lender pursuant to the term and provisions of this Lease; and

WHEREAS, pursuant to the Site Lease, the City has leased the Leased Property to the Lender, as authorized under the Charter and Section 31-15-801 of the Colorado Revised Statutes, as amended (“C.R.S.”); and

WHEREAS, the City is authorized, under the Charter and C.R.S. § 31-15-801, to lease the Leased Property from the Lender and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, in accordance with Article 080.070 of the Municipal Code of the City, the City, acting by and through its Utilities Department, has historically provided and expects to continue to provide electricity, water and wastewater services by means of an enterprise, as that term is defined by Colorado law, and it is the intent of the Council that the City's utility enterprise (the “Enterprise”) be operated and maintained so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the City is acting under this Lease by and through the Enterprise; and

WHEREAS, the obligation of the City to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be from year-to-year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any

ensuing budget year; and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which this Lease shall be in effect; and

WHEREAS, proceeds of the Lender Rental Payment are to be applied to the costs of the Project; and

WHEREAS, the financing of the Project and the execution, performance and delivery of this Lease, have been authorized, approved and directed by the Council by an Ordinance finally passed and adopted by the Council; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

City	Leased Property
Constitution	Lender
Council	Lender Rental Payment
C.R.S.	Project
Lease	State

Section 1.02. Additional Definitions. The following additional terms shall have the meanings specified below:

“Additional Rentals” means the cost of all (a) reasonable expenses and fees of the Lender related to the performance of the provisions of this Lease or otherwise incurred at the request of the City, (b) taxes, if any, insurance premiums, utility charges, maintenance, upkeep, repair, improvement and replacement in respect of the Leased Property, and (c) all other charges and costs (together with all interest and penalties that may accrue thereon) in the event that the City shall fail to pay the same, as specifically set forth herein which the City assumes or agrees to pay hereunder. Additional Rentals do not include Base Rentals.

“Authorized Officer” means any person authorized by resolution or ordinance of the Council to perform any act or execute any document.

“Base Rentals” means the payments payable by the City during the Lease Term pursuant to Section 6.02 of this Lease and as set forth in Exhibit B, as it may be amended hereunder from time to time, which constitute the payments payable by the City for and in consideration of the right to use the Leased Property during the Lease Term.

“*Base Rental Payment Dates*” means monthly payments on the first Business Day of each month, commencing [June 1], 2022.

“*Business Day*” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Denver, Colorado are authorized by law to remain closed.

“*Counsel*” means an attorney at law or law firm experienced in matters of municipal law (who may be counsel for the Lender or the City) who is satisfactory to the City and the Lender.

“*Enterprise*” means the Utility Enterprise of the City, established under Article 080.070 of the Municipal Code of the City.

“*Event of Default*” means one or more events of default as defined in Section 13.01 of this Lease.

“*Event of Nonappropriation*” means the failure by either the City for any reason to duly enact by the last day of the Fiscal Year an appropriation measure for the ensuing Fiscal Year which includes (a) by specific line-item reference amounts authorized and directed to be used to pay all Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, as provided in Section 6.05 of this Lease.

“*Fiscal Year*” means the fiscal or budget year of the City, which begins on January 1 and ends on December 31 of each calendar year.

“*Force Majeure*” means, without limitation, the following, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; epidemic or pandemic; or any other cause or event not within the control of the City; provided however that the COVID-19 pandemic shall not be considered an event of force majeure.

“*Hazardous Substance*” means any hazardous substance, pollutant or contaminant, as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, *et seq.*, Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et seq.*, and any applicable State law or regulations promulgated under either.

“*Insurance Consultant*” means an independent person or firm acceptable to the City and the Lender experienced in providing the specific type of insurance in question and capable of making an evaluation of the actuarial risk of loss from the types of events customarily covered by such insurance policies.

“*Lease Remedy*” or “*Lease Remedies*” means any or all remedial steps provided in Section 13.02 of this Lease whenever an Event of Default hereunder has happened and is continuing.

“Lease Term” means the time during which the City is the lessee of the Leased Property under this Lease, including the Original Term and all Renewal Terms as provided in and subject to Article IV and Sections 6.01, 6.02 and 6.05 of this Lease; certain provisions of this Lease survive the termination of the Lease Term, as provided in Section 4.02 of this Lease.

“Leased Property” means the property described in Exhibit A attached hereto, together with the Project and all other facilities, improvements or fixtures now or hereafter located thereon.

“Net Proceeds” when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy, means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the Lender.

“Original Term” means the period starting on the dated date of this Lease and ending on December 31, 2022.

“Opinion of Counsel” means a written opinion of Counsel.

“Permitted Encumbrances” means, as of any particular time, those encumbrances included as Exhibit B to the Site Lease.

“Purchase Option Price” means the amount payable, at the option of the City, for the purpose of terminating this Lease with respect to the Leased Property and purchasing the Leased Property pursuant to Article XI of this Lease, which amount shall be as provided in Exhibit C hereto.

“Renewal Term” means any optional renewal of the Lease Term for the next Fiscal Year, as provided in Article IV of this Lease.

“Revenues” means (a) all amounts payable by or on behalf of the City with respect to the Leased Property pursuant to this Lease including, but not limited to, all Base Rentals, Purchase Option Prices and Net Proceeds, but not including Additional Rentals; and (b) all other revenues derived from this Lease, excluding Additional Rentals.

“Scheduled Lease Term” means the scheduled term of this Lease which is anticipated to renew through the last day of the month on which the final Base Rentals are scheduled to be paid in accordance with Exhibit B hereto.

“Site Lease” means the Site Lease dated of even date herewith, whereby the City conveys to the Lender a leasehold interest in the Leased Property, as it currently exists and as it is to be improved by the completion of the Project.

“Taxable Rate” means ____%.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants as follows:

(a) The City is a duly and regularly created, organized and existing home rule municipality and political subdivision of the State, duly organized and operating under the Charter, the Constitution and the laws of the State.

(b) Pursuant to the Site Lease, the City has leased the Leased Property to the Lender, as authorized by C.R.S. § 31-15-801.

(c) The City is authorized, under C.R.S. § 31-15-801, to lease the Leased Property from the Lender and to execute, deliver and perform its obligations under this Lease.

(d) The lease of the Leased Property from the Lender and the construction of the Project pursuant to this Lease serve a public purpose and are in the best interests of the City and its residents.

(e) The execution, delivery and performance of this Lease by the City has been duly authorized by the City.

(f) This Lease is enforceable against the City in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(g) The execution, delivery and performance of the terms of this Lease by the City does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease or the Site Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the City.

(h) There is no litigation or proceeding pending or to the best of its knowledge threatened against the City or any other Person affecting the right of the City to execute, deliver or perform its obligations of the City under this Lease.

(i) The City will recognize economic and other benefits by the construction of the Project and the leasing of the Leased Property pursuant to this Lease; the City expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Scheduled Lease Term.

(j) The Base Rentals payable in each year during the Lease Term are not more than the fair value of the City's use of the Leased Property during such Fiscal Year of the City. The Base Rentals and Additional Rentals payable in each Fiscal Year of the City during the Lease Term do not exceed a reasonable amount so as to place the City under an economic compulsion (i) to continue this Lease beyond any Fiscal Year of the City, (ii) not to exercise its right to terminate this Lease at any time through an Event of Nonappropriation or (iii) to exercise any of its options to purchase the Leased Property hereunder. The Purchase Option Price is the City's best estimate of the fair purchase price of the Leased Property at the time of exercise of the City's option to purchase the Leased Property by paying the Purchase Option Price. The Scheduled Lease Term does not exceed the weighted average useful life of the Project or any other real property improvements currently located on the Leased Property. In making the representations, covenants and warranties set forth above in this subsection, the City has given due consideration to the Project, the purposes for which the Leased Property will be used by the City, the benefits to the City from the use of the Leased Property, the City's option to purchase the Leased Property hereunder and the terms of this Lease governing the use of, and the City's option to purchase, the Leased Property.

(k) The City presently intends and expects to continue this Lease annually until all legal interests to the Leased Property are acquired by the City pursuant to this Lease; but this representation does not obligate or otherwise bind the City.

(l) The City is not aware of any current violation of any requirement of law or the presence of any Hazardous Substance relating to the Leased Property.

(m) The City has appropriated sufficient moneys to pay the Base Rentals payable in the current Fiscal Year and the Additional Rentals estimated to be payable in the current Fiscal Year.

(n) To the best of the City's knowledge, after due inquiry, the real property on which the Leased Property is located is not in a flood hazard area and has never been subject to material damage from flooding.

(o) The City is the owner in fee title to the real property on which the Leased Property is located. No lien or encumbrance on the property materially impairs the City's use of the Leased Property or the Project for the purposes for which they are, or may reasonably be expected to be, held.

(p) All taxes, assessments or impositions of any kind with respect to the Leased Property, except current taxes, have been paid in full.

(q) The City warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in the Leased Property and in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Lease.

(r) The Leased Property is properly zoned for the purpose of the Project.

(s) The City will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the City or the Leased Property that are necessary for the Project.

(t) Fee Title to the Leased Property is and shall remain in the City, or a permitted assignee of the City, subject to the rights of the Lender hereunder and under the Site Lease.

Section 2.02. Representations, Covenants and Warranties of the Lender. The Lender represents, covenants and warrants as follows:

(a) The Lender has all requisite power to acquire legal interests in the Leased Property and to execute, deliver, enter into and perform the transactions contemplated by this Lease and the Site Lease and to carry out its obligations under this Lease and the Site Lease, and has duly executed and delivered this Lease and all other documents related to this Lease.

(b) Except as specifically provided in the Site Lease or this Lease, the Lender will not pledge or assign its right, title and interest in and to any of its rights under this Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to and under this Lease or the Leased Property, except for Permitted Encumbrances.

(c) To the best knowledge of the Lender, neither the execution and delivery of this Lease or the Site Lease nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound, or constitutes a default under any of the foregoing.

(d) Except as specifically provided in this Lease and the Site Lease, the Lender will not assign its duties and obligations under this Lease or the Site Lease to any other person, firm or Lender, so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

(e) To the best knowledge of the Lender, there is no litigation or proceeding pending or threatened against the Lender or any other person affecting the right of the Lender to execute this Lease or the Site Lease and to perform its obligations hereunder and thereunder.

(f) The Lender acknowledges that the Base Rentals and Additional Rentals hereunder during the Original Term and all of the Renewal Terms, if any, shall be paid from then currently budgeted expenditures of the City, using any legally available funds of the City. The City's obligations to pay Base Rentals, Additional Rentals or any other payments provided for under this Lease during the Original Term and all of the Renewal Terms, if any, shall be subject to the City's annual right to renew this Lease (as further provided in Article IV and Sections 6.02 and 6.05 hereof), and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then

current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating indebtedness or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory debt limitation, including without limitation, Article XI, Sections 1, 2 and 6, and Article X, Section 20, of the Colorado Constitution. This Lease shall not directly or indirectly obligate the City to make any payments of Base Rentals or Additional Rentals beyond the funds legally available to the City for the then-current Fiscal Year. The City shall be under no obligation whatsoever to exercise its option to purchase the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of City moneys, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations of the City payable from any class or source of moneys of the City. The Lender further acknowledges that the City may elect not to renew this Lease by failure to budget and appropriate funds sufficient to meet its next Fiscal Year Base Rentals and Additional Rentals requirements, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the Council.

ARTICLE III

LEASE OF LEASED PROPERTY

The Lender demises and leases the Leased Property, including any interest in the Leased Property, to the City, and the City leases the Leased Property, including any interest in the Leased Property, from the Lender, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Duration of Lease Term; City's Annual Right to Renew Lease. The Lease Term shall commence as of the date hereof and continue through the last day of the Original Term. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each Renewal Term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year.

The City shall have the right to annually renew the Lease Term, provided that the City shall give written notice to the Lender not less than thirty (30) days prior to the end of its Fiscal Year of the City's intention not to renew this Lease at the end of the then-current Fiscal Year. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except for the amount of Base Rentals and Additional Rentals to be paid during such Renewal Term. The Lease Term, including the Original Term and all Renewal Terms, does not exceed the weighted average useful life of the Leased Property or the Project.

Except as otherwise provided in Section 4.02 hereof, the exercise of the City's annual option to renew this Lease shall be conclusively determined by whether or not the Council has, on or before the last day of each Fiscal Year, duly enacted an appropriation resolution or ordinance

for the ensuing Fiscal Year which includes (a) by specific line item reference sufficient amounts authorized and directed to be used to pay all Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become, all as further provided in Section 6.05 of this Lease.

The officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the Council items for all payments required under this Lease for the ensuing Fiscal Year, until such time (if any) as the Council may determine to renew or not to renew this Lease; it being the intention of the Council that any decision to renew or not to renew this Lease shall be made solely by the Council and not by any other official of the City.

Section 4.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the last day of the Original Term or any Renewal Term during which there has occurred an Event of Nonappropriation pursuant to Section 4.01 and Article VI of this Lease (provided that the Lease Term will be deemed to have been renewed and, therefore, not terminated if the Event of Nonappropriation is cured as provided in Section 6.05 hereof); or

(b) the conveyance of all of the Leased Property to the City upon payment of the Purchase Option Price or all Base Rentals and Additional Rentals as provided in Section 11.02(a) and (b) of this Lease; or

(c) an Event of Default and termination of this Lease under Article XIII of this Lease.

An election by the City not to renew the Lease Term shall terminate all unaccrued obligations of the City under this Lease, and shall terminate the City's right of possession under this Lease at the end of the last day of the Original Term or any Renewal Term for which this Lease shall be in effect (except to the extent of the holdover provisions of Section 13.02(d)(i) hereof, and except for any conveyance pursuant to Article XI of this Lease). Except for an event described in subparagraph (b) above, upon termination of this Lease, the City agrees to peaceful delivery of the Leased Property to the Lender or its assigns.

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

Section 5.01. Lender's Covenant of Quiet Enjoyment. The Lender hereby covenants that the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Lender, except as expressly required or permitted by this Lease. The Lender shall, at the request of the City and at the cost of the City, join and cooperate fully in any legal action in which the City asserts its rights to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder. Notwithstanding the foregoing or anything to the

contrary herein, the Lender shall have the right to litigate its own interests under this Lease as it deems necessary.

The City also hereby consents to the inspection by the Lender of all books, accounts and records maintained by the City with respect to the Leased Property and this Lease.

Section 5.02. City's Need for the Leased Property; Determinations as to Fair Value and Fair Purchase Price. The City has determined and hereby determines that it has a current need for the Leased Property. It is the present intention and expectation of the City that this Lease will be renewed annually until the Lender's interests in the Site Lease are released and unencumbered title to the Leased Property is acquired by the City pursuant to this Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City. The City has determined and hereby determines that the Base Rentals under this Lease during the Lease Term for the Leased Property represent the fair value of its use of the Leased Property and that the Purchase Option Price for the Leased Property will represent the fair purchase price of the Lender's leasehold interest in the Leased Property at the time of the exercise of the option. The City has determined and hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the City under an economic compulsion to renew this Lease or to exercise its option to purchase the Lender's leasehold interest in the Leased Property hereunder. In making such determinations, the City has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens and inhabitants of the City by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease, the City's option to purchase the Lender's leasehold interest in the Leased Property and the expected eventual vesting of unencumbered title to the Leased Property in the City. The City hereby determines and declares that the period during which the City has an option to purchase the Lender's leasehold interest in the Leased Property (i.e., the entire maximum Lease Term for the Leased Property) does not exceed the weighted average useful life of the Leased Property.

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.01. Payments to Be Paid from Currently Budgeted Expenditures of the City. The City and the Lender acknowledge and agree that the Base Rentals and Additional Rentals hereunder during the Original Term and all of the Renewal Terms, if any, shall be paid from then currently budgeted expenditures of the City using any legally available funds of the City. Although the City is acting hereunder by and through the Enterprise, the City's payment obligations due hereunder shall not be limited to the funds of the Enterprise. The City's obligations to pay Base Rentals, Additional Rentals or any other payments provided for under this Lease during the Original Term and all of the Renewal Terms, if any, shall be subject to the City's annual right to renew this Lease (as further provided in Article IV and Sections 6.02 and 6.05 hereof), and shall not constitute a mandatory charge, requirement or liability in any ensuing City Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating indebtedness or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory debt limitation, including without limitation, Article XI, Sections 1, 2

and 6, and Article X, Section 20, of the Constitution. This Lease shall not directly or indirectly obligate the City to make any payments of Base Rentals or Additional Rentals beyond the funds legally available to the City for the then-current Fiscal Year. The City shall not be under any obligation whatsoever to exercise its option to purchase the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of City moneys, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations of the City payable from any class or source of moneys of the City.

Section 6.02. Base Rentals and Additional Rentals.

(a) The City shall pay all Base Rentals directly to the Lender during the Original Term and all Renewal Terms, on the Base Rental Payment Dates and in the amounts set forth in Exhibit B, which schedule is attached hereto and made a part hereof, as it may be amended from time to time hereunder. Any Base Rental not received by the Lender on or before its due date will bear interest on the amount past due at the rate of [8%] per annum from its due date, calculated on a 365/360 basis.

(b) The City may, at any time during the Lease Term, pay the then-applicable Purchase Option Price related to the Leased Property for the purpose of terminating this Lease and purchasing the Leased Property shown on Exhibit A, as further provided in Article XI of this Lease. The City shall give the Lender notice of its intention to exercise its option not less than thirty (30) days in advance of the date of exercise and shall deposit with the Lender on or prior to the day such right is exercised an amount equal to the Purchase Option Price.

The City shall pay Additional Rentals during the Original Term and all Renewal Terms, if any, as herein provided. All Additional Rentals shall be paid by the City on a timely basis directly to the person or entity to which such Additional Rentals are owed.

Section 6.03. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as may be amended from time to time hereunder, sets forth the interest component of each payment of Base Rentals. Interest rate calculation will be based on a 365/360 basis.

Section 6.04. Manner of Payment. The Base Rentals and, if paid, the Purchase Option Price, shall be paid by the City directly to the Lender by certified funds via wire transfer or check, which payment instructions shall be provided by the Lender to the City, and which may be changed from time to time by the Lender upon written notice to the City, or other method of payment acceptable to the Lender in lawful money of the United States of America. The obligation of the City to pay the Base Rentals and Additional Rentals, during the Original Term and each Renewal Term, shall be absolute and unconditional, payable from all legally available sources, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances, or for any other reason, including without limitation, failure to complete the construction of the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, commercial frustration of purpose, or failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease, it being the intention of the

parties that the payments required by this Lease will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the City's obligation to make payments hereunder as set forth in Section 6.01 above, and further subject to the City's rights under Section 8.03 hereof. Notwithstanding any dispute between the City and Lender, the City shall, during the Original Term and all Renewal Terms, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Section 8.03 hereof with respect to certain Additional Rentals), nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lender shall affect the City's obligation to pay all Base Rentals and Additional Rentals (except to the extent provided by Section 8.03 hereof with respect to certain Additional Rentals), during the Lease Term. Notwithstanding any provisions to the contrary contained herein, the Lender nor any subsequent successor shall not be required to present this Lease to the City to receive payment of any Base Rentals or Additional Rentals due hereunder.

Section 6.05. Event of Nonappropriation. In the event that the Council shall not specifically budget and appropriate, on or before the last day of the City's Fiscal Year, moneys to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the next Renewal Term as provided in Section 4.01 hereof and this Article, an Event of Nonappropriation shall be deemed to have occurred, subject, however, to each of the following provisions:

(a) The Lender may declare an Event of Nonappropriation on any earlier date on which the Lender receives specific written notice from the City that an Event of Nonappropriation is to occur.

(b) Absent such notice from the City, the Lender shall give written notice to the City of any Event of Nonappropriation declared by the Lender following the Lender's receipt of the City's adopted budget for an applicable Fiscal Year; but any failure of the Lender to give such written notice shall not prevent the Lender from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Lender.

(c) The Lender shall waive any Event of Nonappropriation which is cured by the City within ten days of the giving of notice as provided in (b) above, by inclusion in one or more duly enacted appropriation measures, (i) by specific line items, amounts authorized and directed to be used to pay all Base Rentals and (ii) sufficient amounts to pay reasonably estimated Additional Rentals coming due for the Renewal Term in question.

In the event that during any Renewal Term, any Additional Rentals shall become due which were not included in or covered by a duly enacted appropriation resolution, or that moneys are not specifically budgeted and appropriated to pay such Additional Rentals within forty-five (45) days subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Lender to the City to such effect (subject to waiver by the Lender as hereinbefore provided).

Notwithstanding any provision to the contrary herein, if an Event of Nonappropriation occurs, the City's right of possession of the Leased Property under this Lease shall terminate at the end of the last day of the Renewal Term for which this Lease shall be in effect, and the City shall not be obligated to make payment of the Base Rentals, Additional Rentals or any other payments provided for herein which accrue after the end of the last day of the Renewal Term for which this Lease shall be in effect; provided, however, that, subject to the limitations of Sections 6.01 and 14.03 hereof, the City shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the City shall continue to occupy, use or retain possession of the Leased Property, beginning with the first day of the Renewal Term in respect of which the Event of Nonappropriation occurs. The City shall in all events vacate or surrender possession of the Leased Property by the tenth Business Day of the Renewal Term in respect of which the Event of Nonappropriation has occurred.

After the tenth Business Day of the Renewal Term in respect of which an Event of Nonappropriation has occurred, the Lender may proceed to exercise all or any Lease Remedies. All property, funds and rights acquired by the Lender upon the termination of this Lease by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Lender, shall be held by the Lender.

Section 6.06. Bank Qualification. The City reasonably expects that the total amount of "tax exempt obligations" within the meaning of Section 265 of the Code to be issued by it during the calendar year 2022, including its obligations under this Lease, will not exceed \$10,000,000. Accordingly, the City has designated this Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Code.

Section 6.07. Determination of Taxability. If the Lender receives notice, in any form, from the Internal Revenue Service: (a) that the Lender may not exclude the interest from this Lease from federal gross income; or (b) that this Lease is not a qualified tax exempt obligation within the meaning of Section 265(b)(3) of the Code because the City breached a covenant, then the City shall pay to the Lender, within thirty (30) days after the Lender notifies the City of such determination, the amount which, with respect to interest previously paid, will restore to the Lender of this Lease interest thereon at the Taxable Rate. Additionally, the City agrees that upon the occurrence of such an event, it shall thereafter pay interest on this Lease at the rate of interest equal to the Taxable Rate notwithstanding any other provision of this Lease that may be to the contrary. The parties also acknowledge and agree that neither presentment nor surrender of this Lease is required for principal (including the final maturity payment) or interest payments.

ARTICLE VII

TITLE TO THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 7.01. Fee Title to the Leased Property. Fee Title to the Leased Property shall remain in the City, subject to the Site Lease and this Lease. Except as expressly set forth in this Lease or the Site Lease, the City shall have no right or interest in the Leased Property or any additions and modifications thereto or replacements thereof.

Section 7.02. No Encumbrance, Mortgage or Pledge of Leased Property. Except as may be permitted by this Lease, the City shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the City shall first notify the Lender of the intention of the City to do so, the City may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom if the City shall notify the Lender that, in the Opinion of Counsel, by nonpayment of any such items the Lender's title to or interest in the Leased Property will not be materially endangered, or the Leased Property or any part thereof will not be subject to loss or forfeiture, otherwise the City shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Lender will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Except as may be permitted by this Lease, neither the City nor the Lender shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The City and the Lender shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of the Leased Property by the City. The agrees that at all times during the Lease Term the City, will maintain, preserve and keep all portions of the Leased Property or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, and that the City will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 9.02 and 10.03 of this Lease. The Lender shall not have any responsibility for such maintenance or repairs or for the making of any additions, modifications or replacements to the Leased Property.

Section 8.02. Modification of the Leased Property, Installation of Furnishings and Machinery of the City. The City shall have the privilege of making or causing to be made substitutions, additions, modifications and improvements to any portion of the Leased Property, at its own cost and expense; and the same shall be the property of the Lender and, subject to this Lease, shall be included under the terms of this Lease and the Site Lease; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause the Leased Property to be used for purposes other than lawful governmental or proprietary functions of the City (except to the extent of subleasing permitted under Section 12.01 hereof); and provided that the Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to making such substitutions, additions, modifications and improvements.

The City may also, from time to time in its sole discretion and at its own expense, install or cause to be installed machinery, equipment, and other tangible personal property in or on any

Leased Property. All such machinery, equipment, and other tangible personal property shall remain the sole property of the City in which the Lender shall have not any interests; provided, however, that title to any such machinery, equipment, and other tangible personal property which becomes permanently affixed to any Leased Property shall be in the name of the Lender and shall be included under the terms of this Lease, in the event the Lender shall reasonably determine that such Leased Property would be materially damaged or impaired by the removal of such machinery, equipment, or other tangible personal property.

Section 8.03. Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the City shall pay the amount of all such taxes, assessments and governmental charges when due, as Additional Rentals. In the event that the Lender has exercised any remedy upon an Event of Default or an Event of Nonappropriation, the City agrees that, to the extent permitted by law, it shall treat the Project as property owned by the City for the purposes of City taxation, assessments or other governmental charges. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Renewal Term. Except for Permitted Encumbrances, the City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Lender), or the rentals and revenues derived therefrom or hereunder. The City shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges incurred in the maintenance and upkeep of the Leased Property.

Section 8.04. Provisions Regarding Liability, Property and Worker's Compensation Insurance. Upon the delivery and acceptance of the Leased Property as provided in this Lease, the City shall, at its own expense, provide or cause to be provided casualty and property insurance to be carried and maintained with respect to the Leased Property in an amount equal to the lesser of the next succeeding Purchase Option Price or the maximum insurable value of the Leased Property. Such insurance policy may have a deductible clause in an amount not to exceed \$250,000 or such greater amount as is approved in writing by the Lender. The City may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other property as well, as long as such blanket insurance policies otherwise comply with the requirements hereof. Any property damage insurance policy required by this Section 8.04 shall be so written or endorsed, to the extent permissible, as to show the Lender as loss payee and/or additional insured, and to make losses exceeding \$250,000, if any, payable to the City and the Lender, as their respective interests may appear. To the extent that any casualty and property insurance lump sum Net Proceeds are received or held by the City in excess of \$250,000, such moneys shall be deposited as provided in Section 9.02 of this Lease.

During the construction of the Project and in lieu of the insurance required in the preceding paragraph, builders' risk completed value insurance insuring the Project against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Project (subject to reasonable loss deductible clauses), but in no event shall

such amount be less than the amount necessary to prevent the application of any co insurance provisions, issued by such insurance company or companies authorized to do business in the State as may be selected by the City. Such policy or policies of insurance shall name the City and the Lender as insureds and loss payees, and all payments received under such policy or policies by the City shall be paid over to the Lender subject to the provisions set forth herein.

Upon the execution and delivery of this Lease, the City shall, at its own expense, cause public liability insurance, including blanket contractual liability or specific contractual liability insurance for this Lease and public officials' errors and omissions coverage, to be carried and maintained with respect to the activities to be undertaken by the City and its officers, officials, agents and employees in connection with the use and possession of the Leased Property. All such policies (other than errors and omissions) shall show the City and all officers and employees thereof and, to the extent permissible, the Lender as additional insureds. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended, to a \$1,000,000 annual aggregate, for claims to which the defense of sovereign immunity applies. The public liability insurance required by this Section 8.04 may be by blanket insurance policy or policies.

The City shall, at its own expense, cause worker's compensation insurance to be procured and maintained covering the City's employees working in or on the Leased Property. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without 10 days' prior written notice to the City and the Lender. A certificate issued by the Colorado State Insurance Fund or a private carrier evidencing such coverage shall be provided by the City and the Lender. The worker's compensation insurance required by this Section may be by blanket insurance policy or policies.

If, at any time during the term of this Lease, it is determined that any part of the Leased Property is located in a flood zone, as determined in accordance with 12 CFR Chapter 1, Part 22 or its successor (the "Flood Insurance Regulations"), the City, at its own expense, shall obtain and maintain for the entire term of this Lease flood insurance covering the Leased Property in such form and amount as is required under the Flood Insurance Regulations. If at any time during the term of this Lease, the City shall fail to maintain such adequate flood insurance, the Lender may, to the extent permitted by law, purchase such insurance on behalf of the City, and the cost thereof shall be deemed an Additional Rental payable by the City as provided in Section 6.04 of this Lease. The City shall provide evidence of the renewal or replacement of such flood insurance at least fifteen (15) days prior to its expiration.

If the City shall insure against similar risks by self-insurance, the City, at its election and in accordance with the standards of the State relating thereto, may in lieu of obtaining policies for casualty and property, and public liability insurance coverage as required by this Section 8.04 provide one or more such coverages by a self-insurance fund so long as the City provides an annual certification to the Lender that the reserves therein are adequate as determined by, in the case of public liability and workers' compensation insurance, the City's selected risk manager or Insurance Consultant.

Each property and liability insurance policy provided for in this Section 8.04 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it

materially and adversely to the interests of the Lender without first giving written notice thereof to the Lender at least thirty (30) days in advance of such cancellation or modification. In the event that the City has received such notice of cancellation or modification, it shall immediately furnish to the Lender a new insurance policy or certificate evidencing such policy replacing the cancelled or modified policy and effective on or before the effective date of such cancellation or modification.

The City shall, at its own expense and at the direction of the Lender, cause a policy of title insurance to be procured, insuring the Lender's leasehold interest under the Site Lease, in the amount equal to Lender Rental Payment, on the standard ALTA forms, subject only to such exceptions as will be acceptable to the Lender, with such endorsements and affirmative coverages as may be reasonably required by the Lender, and otherwise in form and substance satisfactory to the Lender and issued by a company acceptable to the Lender and authorized to issue such insurance in the State.

The City shall provide certified copies of all insurance policies required under this Section 8.04 or certificates of insurance with appropriate endorsements attached evidencing compliance with this Section 8.04 and such other documentation with respect to insurance required under this Section 8.04 as may be requested by the Lender. A certificate of insurance will be acceptable evidence of insurance at closing, with the understanding that the City shall furnish the policy or endorsements within forty-five (45) days after closing. No agent or employee of the City shall have the power to adjust or settle any loss with respect to the Leased Property in excess of the applicable deductible, whether or not covered by insurance, without the written consent of the Lender.

To the extent that the City does not provide or cause to be provided public liability insurance coverages identified in this Section 8.04 and for which the Lender is to be identified as an additional insured, the Lender, in its capacity as Lessor under this Lease, shall be entitled to obtain such insurance coverage and the City shall pay, as Additional Rentals, the costs directly associated with such coverage obtained by the Lender.

Section 8.05. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Lender shall at any time or times, but only upon the request of the City, grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease, free from this Lease and any security interest or other encumbrance created hereunder or thereunder, and the Lender shall release existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (a) a copy of the instrument of grant or release; (b) a written application signed by an Authorized Officer of the City requesting such instrument and stating that such grant or release will not adversely affect the rental value of the Leased Property, impair the effective use of the Leased Property or interfere with the operation of the Leased Property; and (c) an Opinion of a firm of nationally recognized bond counsel reasonably acceptable to the Lender and the City ("Bond Counsel") stating that such grant or release will not have an adverse effect on the excludability from federal income taxation on interest payments due under this Lease.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If, during the Lease Term (a) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the City or the Lender in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (c) a breach of warranty or a material defect in the construction, manufacture or design of the Leased Property shall become apparent; or (d) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title thereto; then the City shall be obligated to continue to pay the amounts specified in Section 6.02 of this Lease (subject to Section 6.01 hereof).

Section 9.02. Obligation of the City to Repair and Replace the Leased Property. The City and, to the extent such Net Proceeds are within its control, the Lender, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be deposited in a separate trust fund held by the Lender. Subject to the receipt of the certificate required by the preceding sentence, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the City.

Section 9.03. Insufficiency of Net Proceeds. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 9.02 of this Lease, the City may elect to:

(a) complete the work or replace such Leased Property (or portion thereof) with similar property of a value equal to or in excess of such Leased Property or portion thereof and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the City are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 9.03(a), the City shall not be entitled to any reimbursement therefor from the Lender, nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.02 of this Lease; or

(b) apply the Net Proceeds to the payment of the Purchase Option Price in accordance with Article XI of this Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the City shall, subject to the limitations of Section 6.01 hereof, pay such amounts as may be necessary to equal that portion of the Purchase Option Price which is attributed to the Leased Property for which the Net Proceeds have been received (as certified to the Lender by the City); and in the event the Net Proceeds shall exceed such portion of the Purchase Option Price, such excess shall be retained by the City.

The above referenced election shall be made by the City within thirty (30) days of the occurrence of an event specified in Section 9.01 of this Lease. If the City elects to replace the Leased Property with similar property pursuant to subparagraph (a) above, the City shall give notice thereof to Lender prior to such substitution.

Section 9.04. Cooperation of the Lender. At the expense of the City, the City shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 9.01 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any action with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall the Lender voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any portion thereof without the written consent of the City.

Section 9.05. Condemnation by the City. The City agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the fair market value of the condemned portion of the Leased Property shall be not less than the Purchase Option Price.

ARTICLE X

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.01. Disclaimer of Warranties. THE LENDER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR THE PROJECT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR THE PROJECT. THE CITY HEREBY ACKNOWLEDGE AND DECLARE THAT THE CITY ARE SOLELY RESPONSIBLE FOR THE USE, CONSTRUCTION, IMPROVEMENT, EQUIPPING, MAINTENANCE AND OPERATION OF THE LEASED PROPERTY AND THE PROJECT, AND THAT THE LENDER DOES NOT HAVE ANY RESPONSIBILITY THEREFOR. For the purpose of enabling the City to discharge such responsibility, the Lender constitutes and appoints the City as its attorney in fact for the purpose of constructing, improving, equipping, maintaining and operating the Leased Property, and asserting and enforcing, at the sole cost and expense of the City, all constructor's or manufacturer's warranties and guaranties, express or implied, with respect to the Project and the Leased Property, as well as any claims or rights the Lender may have in respect of the Project or the Leased Property against any manufacturer, supplier, contractor or other person. The Lender has not participated and will not participate in the design or construction of any buildings or improvements located at or on the Leased Property, and will not undertake any such activities during the Lease Term. In no event shall the Lender be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the City of any item, product or service provided for herein.

Section 10.02. Further Assurances and Corrective Instruments. The Lender and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 10.03. Compliance with Requirements. During the Lease Term, the City and the Lender shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, provided that the City and the Lender may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

Section 10.04. Tax Covenant. The City will not use or permit others to use the Leased Property in a manner that would cause the interest component of the Base Rentals to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining “adjusted net book income” for the purpose of computing the alternative minimum tax imposed on such corporations).

Section 10.05. Immunity. In the exercise of the powers of the Lender by its employees and agents under this Lease, including (without limiting the foregoing) the application of moneys and the investment of funds, the Lender shall not be accountable to the City for any action taken or omitted with respect to this Lease by it or its employees and agents reasonably believed by it or them to be authorized or within the discretion or rights or powers conferred under this Lease. The Lender and its employees and agents shall be protected in its or their actions taken in reliance upon any paper or documents believed by it or them to be genuine and consistent with their rights or powers under this Lease, and it or they may conclusively rely upon the advice of Counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on this Lease against any employee or agent of the Lender alleging personal liability on the part of such person.

Subject to the limitations of Section 6.01 hereof and to the fullest extent permitted by law, the City shall save the Lender and any of its employees or agents harmless against any liability resulting from acts or omissions of the City in connection with any acts taken pursuant to this Lease as it relates to the City and the Leased Property. To the fullest extent permitted by law, in connection with claims arising from: (a) the conduct, management, operation or use of, or from any work or thing done on, the Leased Property during the Lease Term; (b) any condition of the Leased Property; and (c) any act of negligence of the City or of any of its agents, contractors or employees or any violation of law by the City or breach of any covenant or warranty by the City hereunder, the City shall assert on the Lender’s behalf the defense that the City, and not the Lender, is the sole “landowner” of the Leased Property within the meaning of C.R.S. § 13-21-115.

Subject to Section 10.08 hereof, notwithstanding anything to contrary herein, nothing in this Section 10.05 or otherwise contained in this Lease shall be construed in any way or applied in

any manner as a compromise or waiver of the City's rights and protections under the Colorado Governmental Immunity Act.

Section 10.06. Access to Leased Property. The City agrees that the Lender, and any authorized representative of such parties, shall have the right at all reasonable times to examine and inspect the Leased Property and all of the City's books and records with respect thereto. The City further agrees that the Lender and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations under this Lease; provided however that Lender shall have no responsibility for maintenance or repair of the Leased Property or any improvements thereon.

Section 10.07. Annual Budgets and Audited Financial Statements. The City shall provide its annual budget to the Lender, annually, within the initial fifteen (15) days of each Fiscal Year for each annual budget. Additionally, the City shall provide its audited financial statements to the Lender, annually, within thirty (30) days of their acceptance by the Council. The City shall provide such audited financial statements to be delivered to the Lender no later than 270 days after the close of its respective Fiscal Years. If the audited financial statements are publicly available on the City's website or on the Electronic Municipal Market Access ("EMMA") website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audited financial statements to the Lender will be satisfied if the City emails a link to the posted item to the Lender within such 270-day period. The electronic audit or link may be sent to the following email address (or such other address as the Lender supplies to the City in writing): johnstelzriede@alpinebank.com.

Section 10.08. Environmental Covenant. The City shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Leased Property in violation of any federal or State environmental regulation, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any federal or State environmental regulation, shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable environmental regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any environmental regulation and shall comply with all other environmental regulations which are applicable to the Leased Property.

Subject to the limitations of Section 6.01 hereof, in the event any Hazardous Substance is found upon, under, over or from the Leased Property in violation of any applicable environmental regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the City, at its sole cost and expense, shall, within ten days of such finding, deliver written notice thereof to the Lender and shall promptly remove such Hazardous Substances and prevent the imposition of any liens against the Leased Property for the cleanup of any Hazardous Substances. Such removal shall be conducted and completed in compliance with all applicable federal, State and local laws, regulations, rules, ordinances and policies in accordance with the orders and directives of all federal, state and local governmental authorities.

The City further agrees to reimburse the Lender, to the fullest extent permitted by law, for any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Lender in any action against or involving the Lender, resulting from any breach of the foregoing covenants or the representations and warranties in Sections 2.01(l) and 2.02(k) hereof, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Leased Property.

The representations and warranties in Sections 2.01(l) and 2.02(k) hereof and the covenants of this Section 10.08 shall be deemed to be for the benefit of the Lender and any successors and assigns of the Lender.

Section 10.09. Deposit of Lender Rental Payment. The City agrees to deposit the proceeds of the Lender Rental Payment into an account established at Alpine Bank (the "Project Account"), from which the City shall withdraw funds as needed to pay the costs of the Project. The Project Account shall be established in the name of the City and the Lender shall have a security interest in the Project Account. The use of the Project Account and all amounts therein shall be restricted solely to the payment of Project costs and the City agrees that it shall not make any withdraws therefrom that are not related to the execution and delivery of this Lease and/or the completion of the Project.

ARTICLE XI

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

Section 11.01. Purchase Option. The City shall have the option to purchase the Leased Property and terminate this Lease, but only if it is not then in default under this Lease. The City may exercise this option by complying with one of the conditions set forth in Section 11.02. The City shall give the Lender notice of its intention to exercise this option not less than thirty (30) days in advance of the date of exercise. If the City shall have given notice to the Lender of its intention to purchase the Leased Property, but shall not have deposited the amounts with the Lender on the date specified in such notice, the City shall continue to pay Base Rentals as if no such notice had been given.

Section 11.02. Conveyance of the Leased Property. The Lender shall transfer and convey the Leased Property to the City in the manner provided for in Section 11.03 of this Lease; provided, however, that prior to such transfer and conveyance, either:

(a) the City shall have paid the then applicable Purchase Option Price, as provided in Exhibit C hereto; or

(b) an Event of Default shall not have occurred and be continuing and the City shall have paid all Base Rentals set forth in Exhibit B hereto and all then-current Additional Rentals required to be paid hereunder, in which case the Lender shall transfer and convey the Leased Property to the City.

The City is hereby granted the option to terminate this Lease and to purchase the Leased Property upon payment by the City of the then applicable Purchase Option Price. It is the intent of this Section to provide for and allow the release of the Leased Property shown on Exhibit A

subject to this Lease if the City has fulfilled all payment obligations with respect hereto and are not then in default hereunder.

Section 11.03. Manner of Conveyance. At the closing of any purchase or other conveyance of the Leased Property pursuant to Section 11.02 of this Lease, the Lender shall execute and deliver to the City such bills of sale and other necessary documents assigning, transferring and conveying good and marketable title to the Leased Property, as they then exist, subject to the following: (a) Permitted Encumbrances, other than this Lease; (b) all liens, encumbrances and restrictions created or suffered to exist by the Lender as required or permitted by this Lease or arising as a result of any action taken or omitted to be taken by the Lender as required or permitted by this Lease; and (c) any lien or encumbrance created by action of the City.

ARTICLE XII

ASSIGNMENT, SUBLEASING AND USE BY CITY

Section 12.01. Assignment and Subleasing of the Lease. This Lease may not be assigned by the City for any reason other than to a successor by operation of law. However, the Leased Property may be subleased to any other person or entity, as a whole or in part, by the City with the Lender's prior written consent, which consent shall not be unreasonably withheld, subject, however, to each of the following conditions:

- (a) this Lease, and the obligations of the City hereunder, shall, at all times during the Lease Term remain obligations of the City subject to Section 6.01 of this Lease, and the City shall maintain its obligations to the Lender, notwithstanding any sublease;
- (b) the City shall furnish or cause to be furnished to the Lender a copy of any sublease agreement;
- (c) receipt by the Lender of an Opinion of Bond Counsel that such sublease by either or both of the City shall not violate the Constitution or laws of the State; and
- (d) receipt by the Lender of an Opinion of Bond Counsel that such sublease by either or both of the City shall not have an adverse effect on the excludability from federal income taxation on interest payments due under this Lease.

For purposes of this Section 12.01, the temporary use of the Leased Property or Project under the City's community use of facilities policies or similar procedures shall not constitute an assignment or subletting in violation of this section.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. Any one of the following shall be an “Event of Default” under this Lease:

- (a) failure by either the City to pay any Base Rentals or Additional Rentals during the Lease Term after the same becomes due;
- (b) failure by either the City to carry any insurance required under Section 8.04, and failure to cure within 10 days after written notice given to the City by the Lender, specifying such failure and requesting that it be remedied;
- (c) failure by the City to vacate or surrender possession of the Leased Property by the tenth Business Day of the Renewal Term in respect of which an Event of Nonappropriation has occurred;
- (d) failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder or under any certificates executed and delivered by the City in connection with the execution and delivery of this Lease, other than as referred to in (a), (b) or (c), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied shall be given to the City by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lender shall not withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected. Such consent by the Lender shall not be unreasonably withheld; or
- (e) the City (i) files a petition or application seeking reorganization, arrangement under federal bankruptcy law, or other debtor relief under the laws of the State or (ii) is the subject of such a petition or application which is not contested by the City, or otherwise dismissed or discharged, within thirty (30) days.

The foregoing provisions of this Section 13.01 are subject to the following limitations:
(a) the City shall be obligated to pay the Base Rentals and Additional Rentals only during the Original Term or current Renewal Term, except as otherwise expressly provided in this Lease; and
(b) if, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Article VI of this Lease, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

Section 13.02. Remedies on Default. Whenever any Event of Default referred to in Section 13.01 of this Lease shall have happened and be continuing, the Lender may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) The Lender may terminate the Lease Term and give notice to the City to vacate and surrender possession of the Leased Property within ten Business Days of such notice; and pursue Judgment for Possession and a Writ of Restitution under C.R.S. § 13-40-101 *et seq.* if possession is not timely surrendered.

(b) The Lender may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the City's interests in the Leased Property, or any part thereof in any lawful manner; provided, however, that the Lender may not recover from the City any deficiency which may exist following the liquidation of the City's respective interests in the Leased Property in excess of Base Rentals and Additional Rentals for the then-current Fiscal Years and in excess of amounts payable under subparagraph (d) of this Section 13.02.

(c) The Lender may lease or sublease the Leased Property or any portion thereof or sell any interest the Lender has in the Leased Property.

(d) The Lender may recover from the City:

(i) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the City continue to occupy, use or possess the Leased Property; and

(ii) Base Rentals and Additional Rentals which would otherwise have been payable by the City hereunder during the remainder, after the City vacate and surrender possession of the Leased Property, of the Renewal Term in which such Event of Default occurs.

(e) The Lender may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

Section 13.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default only as to the City's liabilities described in paragraph (d) of Section 13.02 of this Lease. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation only to the extent that the City fail to vacate and surrender possession of the Leased Property as required by Section 6.05 of this Lease, and only as to the liabilities described in paragraph (d)(i) of Section 13.02 of this Lease. The remedy described in paragraph (d)(ii) of Section 13.02 of this Lease is not available for an Event of Default consisting of failure by the City to vacate and surrender possession of the Leased Property within ten Business Days following notice of an Event of Nonappropriation.

Section 13.04. No Remedy Exclusive. Subject to Section 13.03 hereof, no remedy herein conferred upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

Section 13.05. Waivers. The Lender may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. With respect to all of the remedies provided for in this Article XIII, the City hereby waive any damages occasioned by the Lender's repossession of the Leased Property upon the occurrence of an Event of Default.

Section 13.06. Agreement to Pay Attorneys' Fees and Expenses. To the extent permitted by law and subject to the provisions of Section 6.01 hereof, in the event that any party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Sovereign Powers of City. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the City. Nothing in this Lease shall be construed to require the City to occupy and operate the Leased Property other than as lessee, or to require the City to exercise its right to purchase the Leased Property as provided in Article XI hereof.

Section 14.02. Notices. All notices, certificates or other communications required or permitted by the Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by (a) electronic transmission with read receipt requested (it shall be deemed received on the transmission date if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission); or (b) certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties (such notice or notification shall be deemed to have been given when deposited in the United States mail). Notice shall be addressed as follows:

if to the City: City of Glenwood Springs, Colorado
101 W 8th Street
Glenwood Springs, Colorado 81691
Attention: City Manager
with Copy to: City Attorney

and if to the Lender: Alpine Bank, a Colorado banking corporation
2200 Grand Avenue
Glenwood Springs, Colorado 81601
Attention: John Stelzriede, President

The City and the Lender may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lender and the City and their respective successors and assigns, subject, however, to the limitations contained in Article XII of this Lease.

Section 14.04. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may not be effectively amended, changed, modified or altered without the written consent of the parties hereto.

Section 14.05. Assignment and Transfer by Lender. This Lease shall be assignable and transferrable by the Lender, without the City's consent, on prior written notice to the City not less than thirty (30) days prior to the assignment and transfer date, but only to: (i) an affiliate of the Lender; or (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"). The City shall not be required to incur any expenses in connection with an assignment or transfer by the Lender.

Section 14.06. Net Lease. This Lease shall be deemed and construed to be a "triple net lease," and the City shall, subject to Section 6.01 hereof, pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 14.07. No Rating, CUSIP Number or Securities Depository. The Lease has not, is not expected to be, rated by a nationally recognized organization which regularly rates such obligations, assigned a CUSIP number or registered with or made eligible for registration with any securities depository, including but not limited to the Depository Trust Company, New York, New York.

Section 14.08. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.09. Severability. In the event that any provision of this Lease, other than the requirement of the City to pay Base Rentals in accordance with Section 6.01 and the requirement of the Lender to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City under the conditions set forth in Article XI of this Lease, and the requirement that the obligation of the City to pay Base Rentals, Additional Rentals and other amounts under this Lease are subject to the limitations of Section 6.01 hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.10. No Merger. The Lender and the City intend that the legal doctrine of merger shall have no application to this Lease and that neither the execution and delivery of the Site Lease by the City and the Lender nor the exercise of any remedies under the Site Lease or this Lease shall operate to terminate or extinguish the Site Lease or this Lease, except as specifically provided therein and herein.

Section 14.11. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.12. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State, without regard to conflict of laws principles.

Section 14.13. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.14. Role of the Lender. The Lender has not acted and will not act as a fiduciary for the City or as the City's agent or municipal advisor. The Lender has not and will not provide financial, legal, tax, accounting or other advice to the City or to any financial advisor or placement agent engaged by the City with respect to this Lease. The City, its financial advisor(s), placement agent(s) or municipal advisor(s), if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 14.15. Patriot Act Notice. The Lender hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, including the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Lender.

Section 14.16. City's Notice Filings Related to Lease for SEC Rule 15c2-12. In connection with the City's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Undertaking") entered into by the City on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Lender acknowledges that the City may be required to file with EMMA notice that the City has incurred obligations under this Lease and notice of certain subsequent events reflecting financial difficulties in connection with this Lease. The City agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation

that includes the following unredacted sensitive or confidential information about the Lender or its affiliates: address and account information of the Lender or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lender or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. The City acknowledge that the Lender is not responsible for the City's compliance or noncompliance with the Rule or any Continuing Disclosure Undertaking.

Section 14.17. Lender Origination Fee. In accordance with its term sheet related to this Lease, the Lender shall be paid a one-time origination fee of \$30,000.00 at or prior to the execution and delivery of this Lease.

[Signature Page to Lease Purchase Agreement follows]

WITNESS the due execution hereof as of the day and the year first mentioned above.

ALPINE BANK, A COLORADO BANKING
CORPORATION, as Lessor

By: _____
Authorized Officer

[SEAL]

CITY OF GLENWOOD SPRINGS,
COLORADO, acting by and through its Utility
Enterprise, as Lessee

Attest:

By _____
Mayor

By _____
City Clerk

[Signature Page to Lease Purchase Agreement]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of Alpine Bank, a Colorado banking corporation.

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

This instrument was acknowledged before me this ____ day of _____, 2022, by Jonathan Godes, as Mayor, and Ryan Muse, as City Clerk of the City of Glenwood Springs, Colorado.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

REAL PROPERTY

Commonly Known Address (subject to change)

1660 Devereaux Road, Glenwood Springs, Colorado

County Parcel Number

218505300055

Legal Description

A TRACT OF LAND SITUATED IN THE PARCEL DESCRIBED IN BOOK 451 AT PAGE 499 IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDED, BEING PARTLY IN THE SE1/4SWV4 AND SW1/4SE1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM UNION OIL COMPANY OF CALIFORNIA TO GRAND MESA DISTRIBUTING COMPANY RECORDED AS RECEPTION NO. 241812 IN BOOK 397 AT PAGE 4 OF THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, SAID CORNER ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF THE D.D.E. MINOR SUBDIVISION RECORDED AS RECEPTION NO. 518680; THENCE ALONG THE WESTERLY LINE OF SAID D.D.E. MINOR SUBDIVISION N. 02 DEGREES 29'30" E. A DISTANCE OF 82.54 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 AS DESCRIBED IN THE PERMANENT ROAD RIGHT-OF-WAY EASEMENT DEED RECORDED AS RECEPTION NO. 551519; THENCE ALONG SAID PARCEL 2 THE FOLLOWING TWENTY (20) COURSES; N. 81 DEGREES 11'50" W. A DISTANCE OF 8.37 FEET; THENCE S. 09 DEGREES 44'15" W. A DISTANCE OF 19.82 FEET; THENCE N. 80 DEGREES 15'45" W. A DISTANCE OF 25.00 FEET; THENCE N. 09 DEGREES 44'15" E. A DISTANCE OF 19.75 FEET; THENCE N. 79 DEGREES 00'24" W. A DISTANCE OF 88.49 FEET; THENCE 106.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 917.50 FEET, A CENTRAL ANGLE OF 6 DEGREES 39'11", THE CHORD OF WHICH BEARS N. 75 DEGREES 40'49" W. A DISTANCE OF 106.48 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 66.44 FEET; THENCE S. 17 DEGREES 38'47" W. A DISTANCE OF 5.11 FEET; THENCE N. 71 DEGREES 56'05" W. A DISTANCE OF 38.14 FEET; THENCE N. 17 DEGREES 38'47" E. A DISTANCE OF 4.84 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 81.51 FEET; THENCE N. 17 DEGREES 38'47" E. A DISTANCE OF 4.00 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 73.27 FEET; THENCE 99.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 989.00 FEET, A CENTRAL ANGLE OF 5 DEGREES 44'22", THE CHORD OF WHICH BEARS N. 75 DEGREES 13'24" W. A DISTANCE OF 99.03 FEET; THENCE N. 78 DEGREES 05'35" W. A DISTANCE OF 132.49 FEET; THENCE 119.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 989.00 FEET, A CENTRAL ANGLE OF 6

DEGREES 54'03", THE CHORD OF WHICH BEARS N. 81 DEGREES 32'26" W. A DISTANCE OF 119.05 FEET; THENCE N. 84 DEGREES 59'21" W. A DISTANCE OF 72.45 FEET; THENCE S. 02 DEGREES 24'16" W. A DISTANCE OF 9.14 FEET; THENCE N. 88 DEGREES 01'09" W. A DISTANCE OF 14.93 FEET; THENCE N. 02 DEGREES 24'16" E. A DISTANCE OF 9.99 FEET TO A POINT ON THE SOUTHERLY LINE OF A 30.00 FOOT ROADWAY AS DESCRIBED IN BOOK 451 AT PAGE 499; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; N. 88 DEGREES 01'09" W. A DISTANCE OF 34.07 FEET; THENCE 98.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.12 FEET, A CENTRAL ANGLE OF 5 DEGREES 39'57", THE CHORD OF WHICH BEARS N. 85 DEGREES 11'10" W. A DISTANCE OF 98.86 FEET TO THE NORTHEASTERLY POINT OF PARCEL 1 AS DESCRIBED IN THE PERMANENT ROAD RIGHT-OF-WAY EASEMENT DEED RECORDED AS RECEPTION NO. 551519 THENCE ALONG SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES; S. 05 DEGREES 35'57" W. A DISTANCE OF 4.25 FEET; THENCE N. 83 DEGREES 46'19" W. A DISTANCE OF 23.60 FEET; THENCE N. 06 DEGREES 51'24" E. A DISTANCE OF 5.11 FEET TO A POINT ON THE SOUTHERLY LINE OF A 30.00 FOOT ROADWAY AS DESCRIBED IN BOOK 451 AT PAGE 499; THENCE 161.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING SAID RIGHT OF WAY HAVING A RADIUS OF 1000.12 FEET, A CENTRAL ANGLE OF 9 DEGREES 14'43", THE CHORD OF WHICH BEARS N. 76 DEGREES 23'01" W. A DISTANCE OF 161.21 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N. 88 DEGREES 24'20" W. A DISTANCE OF 248.92 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN) THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; S. 75 DEGREES 29'20" E. A DISTANCE OF 24.10 FEET; THENCE S. 74 DEGREES 34'00" E. A DISTANCE OF 1091.90 FEET; THENCE S. 82 DEGREES 09'20" E. A DISTANCE OF 384.59 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

LEASED PROPERTY

Land

Approximately 132,422 square feet

Facilities

The Project comprising the Leased Property consists of a new Electric Operations Center (EOC) facility and ancillary improvements.

EXHIBIT B

BASE RENTALS SCHEDULE

[PLEASE SEE ATTACHED]

EXHIBIT C

PURCHASE OPTION PRICE

The City may exercise its option to purchase the Leased Property in whole or in part, on any Base Rental Payment Date, with written notice to the Lender provided not less than thirty (30) days prior to the purchase option date, upon payment of an amount equal to the sum of the applicable percentage shown below calculated on the balance of the Base Rentals principal component which has not been paid, plus interest accruing on the outstanding principal balance as provided in Exhibit B hereto from the last date on which Base Rentals were paid to the date on which the option to purchase is exercised.

Purchase Option Date	Percentage
May __, 2022 – May __, 2027	101%
May __, 2027 and thereafter	100%

AFTER RECORDATION PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attention: Thomas M. Peltz, Esq.

SITE LEASE

between

CITY OF GLENWOOD SPRINGS, COLORADO
acting by and through its Utility Enterprise
as Lessor,

and

ALPINE BANK, A COLORADO BANKING CORPORATION
as Lessee

Dated as of May __, 2022

THIS SITE LEASE dated as of May __, 2022 (this “Site Lease”), between the **CITY OF GLENWOOD SPRINGS, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE**, as lessor (the “City”), a Colorado home rule municipal corporation of the State of Colorado (the “State”), and **ALPINE BANK, A COLORADO BANKING CORPORATION**, as lessee (together with its successors and assigns, the “Lender”).

W I T N E S S E T H:

WHEREAS, the City of Glenwood Springs, Colorado (the “City”), is a municipal corporation duly organized and operating as a home rule city under Article XX of the Constitution of the State of Colorado (the “State”) and the home-rule charter of the City (the “Charter”), the State Constitution (the “Constitution”) and the laws of the State; and

WHEREAS, the City Council of the City (the “Council”) has determined that it is in the best interests of the City and its residents to construct and equip a new administrative building (the “Project”); and

WHEREAS, in order to generate moneys to finance the costs of the Project, the Council has determined that the City shall convey a leasehold interest in the City-owned site described in Exhibit A attached hereto (such property, together with the Project to be constructed thereon, is referred to herein as the “Leased Property”) to the Lender for a lump-sum payment set forth in Section 3 hereof, and contemporaneously with the execution and delivery of this Site Lease, the Lender shall sublease the Leased Property back to the City pursuant to that certain Lease Purchase Agreement dated as of the date of this Site Lease (the “Lease Purchase Agreement”) between the Lender, as sublessor, and the City, as joint sublessee; and

WHEREAS, the City is authorized pursuant to Section 31-15-801, Colorado Revised Statutes (“C.R.S.”) to enter into long-term rental or leasehold agreements, to lease the Leased Property to the Lender and to execute, deliver and perform its obligations under this Site Lease; and

WHEREAS, in accordance with Article 080.070 of the Municipal Code of the City, the City, acting by and through its Utilities Department, has historically provided and expects to continue to provide electricity, water and wastewater services by means of an enterprise, as that term is defined by Colorado law, and it is the intent of the Council that the City's utility enterprise (the “Enterprise”) be operated and maintained so as to exclude its activities from the application of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the City is acting under this Site Lease by and through the Enterprise; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement.

Section 2. Site Lease and Terms. The City hereby leases to the Lender and the Lender hereby leases from the City, on the terms and conditions hereinafter set forth, the Leased Property, which consists of the real property (including all improvements thereon, whether existing now or

hereafter) described in Exhibit A attached hereto and made a part hereof, subject to permitted encumbrances as described in Exhibit B attached hereto, and such lease to the Lender is hereby deemed to be in the best interests of the City and its inhabitants.

The term of this Site Lease shall commence on the date hereof and shall end on December 31, 2062 (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If, prior to the Site Lease Termination Date, all legal interests of the Lender in the Leased Property have been conveyed to the City pursuant to the Lease Purchase Agreement as a result of the City's payment of (i) the related Purchase Option Price thereunder or (ii) all Base Rentals and Additional Rentals as provided in Section 11.02 of the Lease Purchase Agreement, then the term of this Site Lease shall end immediately thereafter.

Section 3. Rent and Payment. The Lender has paid to the City and the City hereby acknowledges receipt from the Lender as and for rental hereunder, paid in advance, the amount of \$_____ and other good and valuable consideration (the "Lender Rental Payment"), as and for all rent due hereunder, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, to have and to hold for the term of this Site Lease as provided herein. The City hereby determines that such amount is reasonable consideration for the leasing of the Leased Property to the Lender for the term of this Site Lease

Section 4. Purpose. The Lender shall use the Leased Property for the purpose of subletting the same to the City pursuant to the Lease Purchase Agreement; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Default under the Lease Purchase Agreement, the City shall vacate the Leased Property as provided in the Lease Purchase Agreement, the Lender may exercise the remedies provided in the Lease Purchase Agreement and the Lender may use or sublet the Leased Property for any lawful purposes.

Section 5. Owner in Fee. The City covenants and represents that it is the owner in fee of the Leased Property, subject only to permitted encumbrances set forth in Exhibit B hereto, and the permitted encumbrances do not and shall not interfere in any material way with the Leased Property. As of the date of this Site Lease, the City warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interest in any property now or hereafter included in the Leased Property will be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Site Lease and the Lease Purchase Agreement.

Section 6. Assignments and Subleases. This Site Lease shall be assignable and transferrable by the Lender in connection with an assignment or transfer of the Lender's interests in the Lease Purchase Agreement, without the City's consent, on prior written notice to the City and not less than thirty (30) days' prior to the assignment and transfer date, but only to: (i) an affiliate of the Lender; or (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"). The City shall not be required to incur any expenses in connection with an assignment or transfer by the Lender. Unless an Event of Nonappropriation or an Event of Default under the Lease Purchase Agreement shall have occurred and except as may otherwise be provided in the Lease Purchase Agreement, the Lender may not sublet the Leased Property without the written consent of the City.

In the event that (a) the Lease Purchase Agreement is terminated for any reason and (b) this Site Lease is not terminated, the Lender may sublease the Leased Property or any portion thereof, or sell an assignment of its interest in this Site Lease. Except as provided in this Site Lease or in the Lease Purchase Agreement, neither the City nor the Lender will sell, mortgage or encumber the Leased Property or any portion thereof during the term of this Site Lease.

Section 7. Right of Entry. The City reserves the right, so long as no Event of Nonappropriation or Event of Default shall have occurred under the Lease Purchase Agreement, for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 8. Termination. The Lender agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property and any improvements and structures built on the Leased Property to the City, and agrees that any fixtures, permanent improvements and structures existing upon the Leased Property, including any improvements and structures built on the Leased Property, at the time of the termination of this Site Lease shall remain thereon and all legal interests of the Lender thereto shall vest in the City. The Lender and any sublessee or assignee shall execute and deliver, upon request by the City, any instrument of transfer, conveyance or release necessary or appropriate to confirm the vesting of such legal interests in the City.

Section 9. Default. In the event the Lender shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the City shall not withhold its consent to an extension of such time if corrective action is instituted by the Lender within the applicable period and diligently pursued until the default is corrected, and such consent by the City shall not be unreasonably withheld. The City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Purchase Agreement shall be deemed to occur as a result thereof.

Section 10. Quiet Enjoyment and Acknowledgment of Ownership. The Lender at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Leased Property and any improvements and structures built on the Leased Property, subject to the provisions of the Lease Purchase Agreement, and the City hereby acknowledges that the Lender shall have a leasehold interest in the land comprising the Leased Property and in all fixtures, improvements and structures on the Leased Property, subject to the Lease Purchase Agreement.

Section 11. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Lender are solely liabilities of the Lender, and the City hereby releases each and every director, member, officer, employee and agent of the Lender of and from any personal or individual liability under this Site Lease. No director, member, officer, employee or agent of the Lender shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Lender hereunder.

Section 12. Taxes; Maintenance; Insurance. During the Lease Term of the Lease Purchase Agreement and in accordance with the provisions of the Lease Purchase Agreement, the

City covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon, and all maintenance costs and utility charges in connection with the Leased Property and any improvements thereon. In the event that the Lease Purchase Agreement is terminated for any reason and this Site Lease is not terminated, the City shall pay or cause to be paid when due all taxes and assessments imposed thereon, if any, and maintain the Leased Property in good condition. Any such payments that are to be made by the Lender are required to be made solely from the proceeds of any such subleasing or assignment of the Leased Property.

The provisions of the Lease Purchase Agreement shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the Lease Purchase Agreement.

Section 13. Damage, Destruction or Condemnation. The provisions of the Lease Purchase Agreement shall govern with respect to any damage, destruction or condemnation of the Leased Property or any improvements and structures built on the Leased Property during the Lease Term of the Lease Purchase Agreement. In the event that (a) the Lease Purchase Agreement is terminated for any reason, (b) this Site Lease is not terminated and either (i) the Leased Property or any portion thereof are damaged or destroyed, in whole or in part, by fire or other casualty, or (ii) title to or use of the Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the City and the Lender, or any sublessee, purchaser or assignee of the Leased Property from the Lender shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article IX of the Lease Purchase Agreement.

Section 14. Hazardous Substances. Except for customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, none of the City, the Lender or any sublessee or assignee of the Leased Property from the Lender shall cause or permit any Hazardous Substance (as defined in the Lease) to be brought upon, generated at, stored or kept or used in or about the Leased Property without prior written notice to the City and the Lender and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Leased Property. If the presence of Hazardous Substance on the Leased Property caused or permitted by the City, the Lender or any sublessee or assignee of the Leased Property from the Lender, as the case may be, results in contamination of the Leased Property, or if contamination of the Leased Property by Hazardous Substance otherwise occurs for which the City, the Lender or any sublessee or assignee of the Leased Property, as the case may be, is legally liable for damage resulting therefrom, then the City, the Lender or any sublessee or assignee of the Leased Property from the Lender, as the case may be, shall reimburse the other party for its reasonable and necessary legal expenses to defend the parties hereto or assignees hereof that have not caused or permitted such contamination and are not so legally liable with respect to this Site Lease from claims for damages, penalties, fines, costs, liabilities or losses; provided that the cost of such defense, in the case of the City, shall be payable only if the cost of such defense has been annually appropriated by the City. This duty to reimburse legal expenses is not an indemnification. It is expressly understood that none of the City, the Lender or any sublessee or assignee is indemnifying any other person with respect to this Site Lease. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property caused or permitted by

(a) the Lender or any sublessee or assignee of the Leased Property from the Lender (other than the City), as the case may be, results in any contamination of the Leased Property, the Lender or any sublessee or assignee of the Leased Property from the Lender, as the case may be, shall provide prior written notice to the City and the Lender and promptly take all actions, solely at the expense of the Lender or any sublessee or assignee of the Leased Property, as the case may be, as are necessary to effect remediation of the contamination in accordance with legal requirements; or

(b) the City results in any contamination of the Leased Property, the City shall provide prior written notice to the Lender and promptly take all actions, solely at the expense of the City, which expenses shall constitute Additional Rentals, as are necessary to effect remediation of the contamination in accordance with legal requirements.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16. No Merger. The City and the Lender intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease Purchase Agreement by the Lender and the City nor the exercise of any remedies under this Site Lease or the Lease Purchase Agreement shall operate to terminate or extinguish this Site Lease or the Lease Purchase Agreement, except as specifically provided herein and therein.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease Purchase Agreement, or to such other addresses as the respective parties may from time to time designate in writing.

Section 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 19. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

Section 20. Governing Law. This Site Lease shall be governed by and construed in accordance with the law of the State of Colorado.

Section 21. Amendment. This Site Lease may be amended only by a written document signed by the City and the Lender. Course of conduct, no matter how long, shall not constitute an amendment to this Site Lease.

Section 22. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the City and the Lender have caused this Site Lease to be executed by their respective officers thereunto duly authorized, and the City has affixed its official seal hereto all as of the day and year first above written.

CITY OF GLENWOOD SPRINGS,
COLORADO, ACTING BY AND THROUGH
ITS UTILITY ENTERPRISE, as Lessor

By _____
Mayor

Attest:

By _____
City Clerk

ALPINE BANK, A COLORADO BANKING
CORPORATION, as Lessee

By: _____
Authorized Officer

[Signature Page to Site Lease]

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

This instrument was acknowledged before me this ____ day of _____, 2022, by Jonathan Godes, as Mayor, and Ryan Muse, as City Clerk of the City of Glenwood Springs, Colorado.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____, as _____ of Alpine Bank, a Colorado banking corporation.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

REAL PROPERTY

Commonly Known Address (subject to change)

1660 Devereaux Road, Glenwood Springs, Colorado

County Parcel Number

218505300055

Legal Description

A TRACT OF LAND SITUATED IN THE PARCEL DESCRIBED IN BOOK 451 AT PAGE 499 IN THE OFFICE OF THE GARFIELD COUNTY CLERK AND RECORDED, BEING PARTLY IN THE SE1/4SWV4 AND SW1/4SE1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM UNION OIL COMPANY OF CALIFORNIA TO GRAND MESA DISTRIBUTING COMPANY RECORDED AS RECEPTION NO. 241812 IN BOOK 397 AT PAGE 4 OF THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, SAID CORNER ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF THE D.D.E. MINOR SUBDIVISION RECORDED AS RECEPTION NO. 518680; THENCE ALONG THE WESTERLY LINE OF SAID D.D.E. MINOR SUBDIVISION N. 02 DEGREES 29'30" E. A DISTANCE OF 82.54 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 AS DESCRIBED IN THE PERMANENT ROAD RIGHT-OF-WAY EASEMENT DEED RECORDED AS RECEPTION NO. 551519; THENCE ALONG SAID PARCEL 2 THE FOLLOWING TWENTY (20) COURSES; N. 81 DEGREES 11'50" W. A DISTANCE OF 8.37 FEET; THENCE S. 09 DEGREES 44'15" W. A DISTANCE OF 19.82 FEET; THENCE N. 80 DEGREES 15'45" W. A DISTANCE OF 25.00 FEET; THENCE N. 09 DEGREES 44'15" E. A DISTANCE OF 19.75 FEET; THENCE N. 79 DEGREES 00'24" W. A DISTANCE OF 88.49 FEET; THENCE 106.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 917.50 FEET, A CENTRAL ANGLE OF 6 DEGREES 39'11", THE CHORD OF WHICH BEARS N. 75 DEGREES 40'49" W. A DISTANCE OF 106.48 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 66.44 FEET; THENCE S. 17 DEGREES 38'47" W. A DISTANCE OF 5.11 FEET; THENCE N. 71 DEGREES 56'05" W. A DISTANCE OF 38.14 FEET; THENCE N. 17 DEGREES 38'47" E. A DISTANCE OF 4.84 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 81.51 FEET; THENCE N. 17 DEGREES 38'47" E. A DISTANCE OF 4.00 FEET; THENCE N. 72 DEGREES 21'13" W. A DISTANCE OF 73.27 FEET; THENCE 99.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 989.00 FEET, A CENTRAL ANGLE OF 5 DEGREES 44'22", THE CHORD OF WHICH BEARS N. 75 DEGREES 13'24" W. A DISTANCE OF 99.03 FEET; THENCE N. 78 DEGREES 05'35" W. A DISTANCE OF 132.49 FEET; THENCE 119.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 989.00 FEET, A CENTRAL ANGLE OF 6

DEGREES 54'03", THE CHORD OF WHICH BEARS N. 81 DEGREES 32'26" W. A DISTANCE OF 119.05 FEET; THENCE N. 84 DEGREES 59'13" W. A DISTANCE OF 72.45 FEET; THENCE S. 02 DEGREES 24'16" W. A DISTANCE OF 9.14 FEET; THENCE N. 88 DEGREES 01'09" W. A DISTANCE OF 14.93 FEET; THENCE N. 02 DEGREES 24'16" E. A DISTANCE OF 9.99 FEET TO A POINT ON THE SOUTHERLY LINE OF A 30.00 FOOT ROADWAY AS DESCRIBED IN BOOK 451 AT PAGE 499; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; N. 88 DEGREES 01'09" W. A DISTANCE OF 34.07 FEET; THENCE 98.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.12 FEET, A CENTRAL ANGLE OF 5 DEGREES 39'57", THE CHORD OF WHICH BEARS N. 85 DEGREES 11'10" W. A DISTANCE OF 98.86 FEET TO THE NORTHEASTERLY POINT OF PARCEL 1 AS DESCRIBED IN THE PERMANENT ROAD RIGHT-OF-WAY EASEMENT DEED RECORDED AS RECEPTION NO. 551519 THENCE ALONG SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES; S. 05 DEGREES 35'57" W. A DISTANCE OF 4.25 FEET; THENCE N. 83 DEGREES 46'19" W. A DISTANCE OF 23.60 FEET; THENCE N. 06 DEGREES 51'24" E. A DISTANCE OF 5.11 FEET TO A POINT ON THE SOUTHERLY LINE OF A 30.00 FOOT ROADWAY AS DESCRIBED IN BOOK 451 AT PAGE 499; THENCE 161.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING SAID RIGHT OF WAY HAVING A RADIUS OF 1000.12 FEET, A CENTRAL ANGLE OF 9 DEGREES 14'43", THE CHORD OF WHICH BEARS N. 76 DEGREES 23'01" W. A DISTANCE OF 161.21 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N. 88 DEGREES 24'20" W. A DISTANCE OF 248.92 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN) THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; S. 75 DEGREES 29'20" E. A DISTANCE OF 24.10 FEET; THENCE S. 74 DEGREES 34'00" E. A DISTANCE OF 1091.90 FEET; THENCE S. 82 DEGREES 09'20" E. A DISTANCE OF 384.59 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

LEASED PROPERTY

Land

Approximately 132,422 square feet

Facilities

The Project comprising the Leased Property consists of a new Electric Operations Center (EOC) facility and ancillary improvements.

EXHIBIT B

PERMITTED ENCUMBRANCES

Permitted Encumbrances means the following: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of Article VIII of the Lease; (b) this Site Lease and the Lease; (c) utility, access and other easements and rights of way, restrictions and exceptions which an Authorized Officer of the City certifies will not interfere with or impair the Leased Property, including rights or privileges in the nature of easements as provided in Section 8.06 of the Lease; (d) any financing statements filed to perfect security interests pursuant to this Site Lease or the Lease; (e) any encumbrance represented by financing statements in forms appropriate to perfect purchase money security interests given by the Lender in any of the Leased Property; (f) existing easements, covenants, restrictions, liens and encumbrances (if any) to which title to the Leased Property was subject when a leasehold interest therein was conveyed to the Lender described in the title policy provided by the City, or approved in writing by the Lender pursuant to this Site Lease or otherwise, and which do not interfere in any material way with the Leased Property; and (g) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not render the title unmarketable.



April 5, 2022

The Honorable Jared Polis
Governor of Colorado
136 State Capitol
Denver, CO 80203-1792

Dear Governor Polis:

On behalf of the Colorado Municipal League's 270 member cities and towns (including 69 home rule jurisdictions that define and collect their own sales and use taxes), we write to respectfully urge your veto of HB 22-1024 that purports to mandate an unprecedented exemption from sales and use taxes imposed by home rule municipalities as applied to construction and building materials used for public and public charter school construction. Specifically, HB 22-1024 imposes on home rule municipalities the state's Title 39 exemption on these materials, which conflicts with the Colorado Constitution as affirmed three times by the Colorado Supreme Court, even when considering taxation of activities argued to be a matter of statewide concern.

CML requests your veto of this bill to avoid forcing local taxpayers to defend their home rule rights yet again and to permit this localized problem, if it exists at all, to be appropriately addressed in city council chambers or at the local ballot box.

HB 22-1024 violates Article XX, Section 6 of the Colorado Constitution

HB 22-1024 is a blatantly unconstitutional attempt to exert state control over the taxing authority of home rule jurisdictions. The bill directly infringes upon the home rule powers of municipalities granted by Article XX, Section 6 of the Colorado Constitution and contravenes explicit precedent of the Colorado Supreme Court. Unless vetoed, HB 22-1024 will result in lengthy, costly litigation for municipalities. Home rule municipalities should not have to incur those expenses or be forced to change their tax codes to prevent such an egregious overreach.

The Colorado Constitution ensures home rule municipalities the rights of self-governance and freedom from State interference on matters of purely local and municipal concern. Article XX, Section 6 provides the citizens of home rule municipalities with "the full right of self-government in both local and municipal matters and the enumeration herein of certain powers shall not be construed to deny such cities and towns, and to the people thereof, any right or power essential or proper to the full exercise of such right." The

Supreme Court long ago recognized Article XX, Section 6 as the source of authority for a municipality to levy a sales tax on goods sold in the municipality or purchased outside of its boundaries for use within the municipality. *Berman v. City & Cnty. of Denver*, 400 P.2d 434 (Colo. 1965). The General Assembly does not grant taxing authority to home rule jurisdictions and cannot mandate exemptions from their taxes.

The power to levy sales and use taxes to raise revenue for and support municipal operations is essential to the full exercise of the right of self-government granted by Article XX, Section 6. See *Deluxe Theatres, Inc. v. City of Englewood*, 596 P.2d 771, 772 (Colo. 1979) (citing *Security Life & Acc. Co. v. Temple*, 492 P. 2d 63, 64 (Colo. 1972)). Sales and use taxes are a primary source of revenue for conducting municipal operations and providing municipal services, including the services that benefit schools, as discussed below.

In fifty years of uninterrupted precedent, the Supreme Court has refused to undermine “the complete autonomy of a home-rule city . . . in the enactment of purely local excise taxes and the sales tax . . .” See *Security Life & Acc. Co. v. Temple*, 492 P. 2d 63, 64 (Colo. 1972) (citing *Four-County Metro. Capital Improvement Dist. v. Bd. of Ct. Comm’rs*, 69 P.2d 67 (1962)); see also *Winslow Const. Co. v. City & Cnty. of Denver*, 960 P.2d 685 (1998); *Berman*, 400 P.2d 434 (Colo. 1965).

The Supreme Court has expressly rejected the argument that the nature of an activity taxed (and the General Assembly’s interests in that activity) could preempt the taxing field. *Security Life & Acc. Co.*, 492 P.2d at 65. In *Security Life*, the General Assembly limited local government authority to impose taxes on insurance companies when it imposed a state tax on insurance company premiums. *Id.* at 63-64. An insurance company claimed that the State law superseded Denver’s sales and use tax because of the State’s interests in regulating insurance companies and establishing a uniform system of taxation. *Id.* at 64. The Supreme Court rejected even the premise that the General Assembly could prohibit a local excise tax on a type of entity because the entity was state-regulated and engaged in statewide, national, or international commerce. *Id.* at 64-65. In that case, Denver’s local tax superseded any state exemption. *Id.* at 65.

A unanimous Supreme Court reaffirmed these precedents in *Winslow Construction Co. v. City & County of Denver*, 960 P.2d 685 (Colo. 1998), a decision reviewing the imposition of a local tax on equipment used by a contractor in Denver’s own project, the construction of Denver International Airport. The contractor claimed that a state-granted exemption from local use taxes preempted Denver’s sales and use tax ordinance. 960 P.2d at 692. In its analysis of the conflicts between statute and local law, the Supreme Court held that Denver properly exercised its taxing authority and refused to apply the State exemption to the home rule tax. *Id.* at 695. Notably, the Supreme Court noted that two factors of its analysis “weighed heavily” in Denver’s favor because of the Colorado Constitution’s specific commitment of local taxing authority to home rule cities and the traditional local control of local taxation. *Id.* at 694.

CML believes that the Supreme Court must resolve any dispute about HB22-1024 in favor of home rule jurisdictions that impose uniform taxes on construction that *may* impose a burden on school construction projects. Article XX, Section 6's specific grant of taxing authority and the longstanding determination that such matters are of local and municipal concern should be determinative. In addition, any obligation of the General Assembly to fund public education, in practice an incomplete endeavor anyway, is not solely vested in the State, is not harmed by local taxing authorities, and does not outweigh home rule municipalities' interests in defining their tax base to provide services (including those that support public education). Finally, as discussed below, any extraterritorial impact suggested by the General Assembly is either illusory or confined to very small areas of the State.

HB 22-1024 targets only a handful of municipalities and addresses a matter that is best left to local governments and their voters

HB 22-1024 suggests that the State's authority to interfere with home rule taxing authority arises from the State's involvement in public education under Article IX, Section 2 of the Colorado Constitution or a presumed extraterritorial impact in school districts that serve multiple jurisdictions. Both arguments are blatant and transparent efforts to undermine the express provisions and long-standing interpretations regarding taxing authority under Article XX, Section 6 and should be disregarded. *See Winslow Const. Co.*, 960 P.2d at 695 (noting that the Supreme Court is not bound by a legislative declaration of statewide concern, including a concern related to uniformity in local taxation).

First, HB 22-1024 is hardly directed at a statewide concern. Only 5 of 69 self-collecting home rule jurisdictions do not exempt school construction. Of those that do (Commerce City, Denver, Pueblo, Boulder, and Westminster), at least one shares the tax revenue with school districts for the joint benefit of the city and district (Commerce City). During testimony, a school district representative criticized a city's (Westminster) taxation but noted that the city made significant concessions and waived several hundred thousand dollars of tax owed on a project. New taxes that would cause the school construction to be taxed in other jurisdictions are unlikely, given the hurdles of TABOR, Article X, Section 20 of the Colorado Constitution. Because HB 22-1024 targets only a few Colorado cities and does not justify the blatant challenge to home rule authority, very few, if any, extraterritorial impacts are actually addressed by the bill.

Second, the state's funding of public education should not include raiding local government treasuries that are burdened with their own expenses in support of school operations. Municipalities offer many services that directly and indirectly benefit both schools and their students. Students and their families who reside outside of a municipality also benefit from these services. Roads, sidewalks, and other transportation facilities allow children to safely reach schools. Roads must be maintained and cleared of snow in the winter. Police and fire departments respond regularly to public safety issues at schools. Recreation programs offer after-school and weekend activities, and parks provide outdoor space for children to play. A home rule jurisdiction has the authority the

determine if their tax base to provide those services should include school construction costs.

Third, local governments and their voters are more capable of determining how to identify and resolve any concerns locally. Without the General Assembly's interference, 64 self-collecting home rule jurisdictions have resolved this issue. In those jurisdictions that do not provide this exemption, the municipality always has the option to modify their tax code or to engage in cooperative efforts to ensure that schools benefit from the city's use of the tax revenue. CML doubts the sincerity of the justification for unconstitutional state interference that is based on an unsubstantiated risk that municipalities will cause themselves to lose out on school construction to the detriment of their residents.

HB 22-1024 sets a dangerous precedent that would endanger home rule taxing authority

If enacted, HB 22-1024 could open the door to an onslaught of tax exemption bills to benefit special interests that have long sought to impose any of over 80 state tax exemptions on home rule tax codes. Title 39 of the Colorado Revised Statutes is riddled with sales and use tax exemptions and six sales and use tax exemption bills have been introduced this year. Any number of interest groups could concoct a clever statement of statewide importance or find a tangential constitutional reference to support such a statement. These efforts would not only attack home rule authority but the very existence of home rule municipalities and their ability to provide services to their residents. The Colorado Constitution requires more than this.

CML respectfully requests that you veto HB 22-1024 to defend home rule authority and to avoid an unnecessary constitutional conflict and the impact on local taxpayers that will be forced to defend their constitutional rights.

Sincerely,



Kevin Bommer, CML Executive Director



Meghan Dollar, CML Legislative Advocacy Manager

cc: Attorney General Phil Weiser
Rep. Shannon Bird
Rep. Dan Woog
Sen. Chris Hansen
Sen. Chris Kolker
Colorado Municipal League Executive Board