



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

WORK SESSION

3:00	1. Agenda Review	Information/Discussion
3:15	2. Housing Commission/Request For Qualification Results for Affordable Housing Project	Information/Discussion
4:15	3. Code Enforcement Philosophy	Information/Discussion
5:00	4. Sustainable Strategies Presentation	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

When: Apr 21, 2022 06:15 PM Mountain Time (US and Canada)

Topic: 2022/04/21 Regular Council Meeting

Please click the link below to join the webinar: <https://us02web.zoom.us/j/83127573248>

Or One tap mobile: US: +13462487799,,83127573248# or +16699006833,,83127573248#

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

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

Webinar ID: 831 2757 3248

International numbers available: <https://us02web.zoom.us/j/83127573248>

REGULAR SESSION

6:15	5. Roll Call
	6. Pledge of Allegiance
	7. Agenda Changes & Conflicts
6:20	8. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)
6:30	9. Council Comments
6:40	10. Consent Agenda
	A. April 7, 2022 Council Minutes
	B. Resolution 2022-19; Police Department Fees
	C. Resolution 2022-18; Approving an Updated Glenwood Meadows Metropolitan District #3 Debris Pond Maintenance Memorandum of Understanding
	D. Ordinance 2022-13; Amending Municipal Court Provisions (Second Reading)
	E. Ordinance 2022-14; Financing of the Electric Operation Center (Second Reading)

F. Budget Amendment for 6th Street

- | | | |
|-----|---|--------------|
| 11. | Proclamation for Wildfire Awareness Month | Presentation |
|-----|---|--------------|

ACTIONS AND/OR PRESENTATIONS

- | | | | |
|------|-----|---|--------------------------|
| 6:45 | 12. | Transportation Commission Appointment | Discussion and/or Action |
| 6:50 | 13. | Aspen Hope Center | Discussion and/or Action |
| 7:05 | 14. | Colorado Public Interest Research Group presentation on the Go Electric Vehicle program | Discussion and/or Action |
| 7:20 | 15. | Ordinance 2022-15; Impact Fees | Discussion and/or Action |
| 7:30 | 16. | Report from City Administration | |
| | | A. City Manager | |
| | | B. City Attorney | |
| | | C. Correspondence Incoming/Outgoing | |
| | 17. | Adjournment | |

Work Session/Agenda Planning through April of 2023

City Council Meeting	Work Session Item	Agenda Item
April 21, 2022 (Passover is 4/15-4/23 – Major Holiday)	Housing Commission/RFQ Results for Affordable Housing Project Code Enforcement Philosophy Sustainable Strategies Check In	
May 5, 2022 (Starts at 8:30 AM)	Ad Hoc Committee for Affordable Housing Recommendation (Morning Session) Arts and Culture Board South Canyon RFP/Parks and Rec	Direction on Housing Commission/RFQ Results for Affordable Housing Project Buddy Program Presentation
May 19, 2022	Planning and Zoning Commission Bullet Proof Dias Long Term Cemetery Planning Downtown Design Standards and Retail Uses	
June 2, 2022 (Starts at 8:30 AM)	North Landing (morning) Historic Preservation Commission Financial Advisory Board Vehicular traffic optimization	
June 16, 2022	Water Use Reduction Solutions/Incentives (morning session) Parks and Rec Board and Commission	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) Airport Commission	
July 21, 2022	RICD Project Riverfront Park Area 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)		
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

Special Events

Art Center/Performing Arts Center

Fire Mitigation Strategies

Cardiff Schoolhouse Future

BRT/Local Bus Optimization (MOVE Study)

Sayre Park Future Phases

RFTA Construction Fill opportunities- Drive-In Theater, Outdoor Amphitheater, Sledding Hill

Dog Park



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item: Housing Commission/Request For Qualification Results for Affordable Housing Project

Action Requested: Housing Commission/RFQ Results for Affordable Housing Project

Department: City Administration

Presented By: Hannah Klausman

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: In August of 2020, the community development department conducted a land analysis of all city-owned parcels within Glenwood Springs to determine feasibility for residential development at the direction of Council. A worksession with the housing commission, staff and City Council was held on August 20, 2020 to review the results and recommendations of the analysis. Two properties were identified as feasible for housing development opportunities one at the corner of 8th and Midland intersection, and the other, referred to as the Iddings Property, located in South Glenwood close to the airport.

City Council directed the Housing Commission to conduct introductory conversations on the possibilities of Public-Private partnerships for affordable housing development with area non-profit organizations, businesses, and developers. The Housing Commission compiled the results of these conversations and recommended to Council that partnership opportunities existed and that the City should issue a request for proposals on both properties.

On June 1, 2021, City Council approved moving forward with a draft Request for Proposal (RFP) from the Housing Commission and \$10,000 funding for pre-development activities. The Housing Commission attended several affordable housing training seminars and applied for additional Technical Assistance grant funding to complete the RFP. While the technical assistance grant was unsuccessful, the Housing Commission and staff continued to refine the proposal.

The final Request for Proposals was issued on January 22, 2022, with a response deadline of March 22, 2022.

The City received one response to the RFP from Habitat for Humanity Roaring Fork.

On April 4, 2022, the Project Advisory Committee, as appointed by City Council, conducted an interview with Habitat for Humanity. The RFP, Habitat Proposal Response, and the interview presentation are all included as attachments to this report. The project advisory committee has also included their recommendation based on submitted documents and the interview process.

Staff has also included an attachment with a brief overview of area median incomes by household size and correlating affordable home purchase prices to provide comparison information for the proposal.

Issues: Staff proposes discussion on the following topics for the works session:
Consideration of selling land to Habitat for Humanity for \$1 in exchange for for sale affordable homes that would include deed restrictions in perpetuity.

Consideration of financial and in kind support of the projects.

Consideration of deed restriction components such as resident qualifications.

Habitat for Humanity has included preliminary requests for local support for the project in terms of fee waivers and in kind support in order to achieve the proposed housing units priced to eighty percent (80%) of area median income. This funding ensures deeper affordability by lessening the gap between cost to build the units and the affordable home sale price.

Fiscal Impact:

The Habitat for Humanity proposal includes suggestions for fee waivers for the affordable housing projects. Staff did an introductory review of estimated fees for a project of this nature and included those estimates below.

1. Building permit costs

For 8th/Midland property, \$19,129.69 in total estimated fees, and for Iddings property, \$38,620.31 estimated.

Total of \$57,750 in fees.

This is based on a valuation of \$6,650,000 for the Iddings project and \$2,900,000 for the 8th/Midland project, and assumes that no use tax would be charged to Habitat of Humanity by virtue of its nonprofit status.

2. System improvement fees

Based on 14 three-bedroom units at the Iddings property, 6 one-bedrooms at 8th and Midland, and 2 two-bedrooms at 8th and Midland, we've come up with the following fees.

\$201,216.19 for water/sewer fees
\$90,746.86 in parkland dedication fees, if using fee-in-lieu instead of dedicating land
\$37,069.56 in school dedication fees
\$27,500 in fire impact fees

Total estimated System Improvement Fees of \$356,532.61

Combined Total Fees of \$414,282.

Legal Review:

Habitat's proposal includes the City selling the two parcels to Habitat for Humanity for \$1 in exchange for deed restrictions that at a minimum include price appreciation caps in perpetuity. The City of Glenwood Springs is able to sell both parcels without further public review as they have not been previously used for a public purpose.

The City would operate as co-applicant with Habitat for Location and Extent development permit process, with intent to sell the land at time of entitlement. This would preclude the City from ownership or management of the projects post sale and convey all responsibilities and ownership rights to Habitat for Humanity Roaring Fork.

Staff Recommendation:

Staff defers to the Project Advisory Committee recommendation. The Committee recommends moving forward with Habitat for Humanity as a developer with the stipulations for land sale indicated in the proposal as well as fee waivers and other in kind support where possible.

This item will be considered for approval at the May 5, 2022 City Council meeting and is not an action item at today's meeting.



**Request for Proposals 2022-01P
City Owned Property Affordable Housing Project
Glenwood Springs, CO**

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



RFP 2022-01P City Owned Property Affordable Housing Project

INTRODUCTION

This request for qualifications (RFP) is designed to identify a qualified development entity partner to design, construct, finance, manage development of the property, market each home/property for sale to low-income homebuyer(s), sell the home(s)/property(ies) to qualified low-income homebuyer(s), coordinate the transfer of property(ies) to buyer(s)s, and other associated tasks that ensure the successful completion of the City of Glenwood Springs affordable housing goals. The expected outcome of this project is the highest best use of the property for affordable housing.

The City uses the Rocky Mountain E-Purchasing System (“BidNet”) to post solicitations and any supporting or additional information, including Addenda, Bid Sheets and aware information. Proposals must be submitted prior to close on BidNet. The City cannot accept a response that did not come through the right channel and time. All documents and information are available at www.bidnetdirect.com/cityofglenwoodsprings. If you require additional information regarding BidNet you may call Vendor Support at 800-835-4603 anytime Monday through Friday from 6:00AM to 6:00PM Mountain Time.

TIMELINE

TIMELINE	DATE	TIME
Optional Pre-Proposal Meeting	FEBRUARY 24, 2022	2:00 p.m.
Questions and Clarifications Due	MARCH 3, 2022	2:00 p.m.
Answer Addendum Posted to Bidnet	MARCH 8, 2022	4:00 p.m.
Request for Proposal (RFP) Due http://www.bidnetdirect.com/cityofglenwoodsprings	MARCH 22, 2022	2:00 p.m.
Short List of Candidates Announced	MARCH 29, 2022	4:00 p.m.
Short List of Candidates Interviewed	APRIL 4-6, 2022	TBD
Review by City Council	APRIL OR MAY 2022	
Notice to Proceed	MAY 20, 2022	4:00 p.m.

There will be a pre-proposal meeting on February 24, 2022 at 2:00 P.M. on Zoom, https://us02web.zoom.us/webinar/register/WN_42eJukzGTmGJJ0-4zqFgmQ. Please register in advance. Consultants are not required to attend; however this meeting will provide time for consultants to ask any questions pertaining to this project.

Any selected developer will follow the land use application timelines as set by Community Development. This will include public hearings before Planning and Zoning Commission and City Council depending on project size as stipulated in [Section 070.060 Administration and Procedures](#) of the Development Code. In addition, Residential projects over 24 units are required to conduct a neighborhood meeting prior to application submittal.



RFP 2022-01P City Owned Property Affordable Housing Project

INSTRUCTIONS TO SUBMITTERS

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.

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.

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.

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. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.

Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

Proposals shall be submitted in a single PDF file. Please submit as much as you need to and as little as possible. Please list responses under headings and numerical and alphabetical sections sequentially, as follows:

1. Introduction and Organization Information:
 - a. Title of this RFP.
 - b. Name and mailing address of principal organization making this proposal.
 - c. Form of the organization: Non-profit, For-profit, Corporation or LLC, Partnership, or Sole Proprietor.
 - d. Incorporated or registered in (state).
 - e. Website address.
 - f. Names and contact information of the principal(s) of the business: Owner, president, CEO, partners, general partner or sole proprietor.
 - g. Contact person, including email and phone number.



RFP 2022-01P City Owned Property Affordable Housing Project

2. Signature Requirements:

- a. Proposals submitted on behalf of a Partnership shall be signed in the organization name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the organization.
- b. Proposals which are submitted on behalf of a corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- c. Proposals which are submitted by an individual doing business under a developer name (“dba”) shall be signed in the name of the individual doing business under the proper organization name and style.

3. Developer Qualifications

Describe the developer and provide a statement of the organization's qualifications to perform requested affordable housing financing, planning, construction, development, and management services. Please address how your firm meets the selection criteria.

4. Team Qualifications:

Please include resumes of key principals and individuals who will be overseeing or involved with the Project.

5. Project Experience:

- a. Please describe your team’s experience with mixed-income urban development, affordable housing, and any experience in Colorado specifically. Speak to experience in the Roaring Fork Valley, if relevant.
- b. Please describe your team’s experience in affordable housing development and ownership using Low Income Housing Tax Credits (LIHTC) and other funding sources applicable to the Project.
- c. The City is committed to a policy of non-discrimination and prefers to work with a developer that has a track record and commitment to the use of Locally-Owned Small Businesses (LOSB’s) and Minority/Woman Business Enterprises (M/WBE). Please provide any relevant experience and/or plans to address this business preference.
- d. Please address financial commitment and available equity, including willingness to invest own funds in the project and describe financial capacity to guarantee a multi-million-dollar housing development.
- e. Please describe your firm’s approach to community engagement and outreach. Please include specific examples.



RFP 2022-01P City Owned Property Affordable Housing Project

- f. Please describe your firm's approach to and experience with working with a local nonprofit agency or mission driven organizations. In addition, please address the potential of providing a right of first refusal to a local nonprofit agency at year fifteen if using the LIHTC program for financing. The City has not determined whether it will hold the right of first refusal itself or assign the right to another trusted non-profit partner, but respondents should assume that the City will desire the right of first refusal.
6. Associations:
Please provide a description of any associations with other individuals or firms or any form of subcontracting that is planned for the Project.
7. References:
Provide a minimum of three references for related projects where your team has financed, planned, developed, constructed, and managed a similar project. Please include Colorado references when possible.
8. Project Plan and Schedule:
Provide a brief discussion of your team's approach to the successful implementation and long-term sustainability of the Project, including but not limited to:
 - a. Suggested development timeline.
 - b. Preliminary thoughts concerning the overall development of the site.
 - c. Preliminary project and programmatic design ideas.
 - d. Approach to ensuring best practices in operations, management, and services.
 - e. Provide preliminary thoughts regarding land price, initial sales price setting in correlations to AMI income limits and project cost, developer fee split, and other financial returns and any considerations that would impact the financial returns to the project sponsor.
9. Examples:
Please provide examples (including pictures) of other projects developed and owned by your team. Please include the unit count, types and sizes, total development cost, date of when the project was completed, and debt and equity used to finance the Project.
10. Disclosures:
Please disclose any claims, lawsuits, formal disputes for work or services previously or currently being performed. Please disclose any loss of funding NOT due to budget cuts or cuts to programs.



RFP 2022-01P City Owned Property Affordable Housing Project

11. Proposal Documents and Drawings:

- a. A written description of the proposed project.
- b. Conceptual drawings showing the location, layout, and primary elements of the proposal.
- c. Conceptual architectural plan.
- d. Proposed uses, location of uses, and densities.
- e. Tentative schedule.
- f. Price Matrix as provided.

SCOPE OF WORK

The City is seeking a housing project with desirable amenities that will help build and diversify the housing market, create employment opportunities, complement the other development activities in the area and meet both the city goals and the interests of the community.

The prospective development partner can make a proposal for either or both properties. The actual type of housing, density, site plan, and public benefit will be up to the prospective partner. The property will, however, involve some form of deed restriction to preserve affordability. Strongest consideration will be given to proposals targeted toward workforce and affordable housing, higher density, owner occupancy, home ownership and residential and construction quality. A proposed partner considering both sites could, if desired and economically feasible, propose different types of housing (workforce or senior) on each parcel.

Desired Outcomes

- The project must benefit households at 120 percent Area Median Income (AMI) or less. Projects including 60-100% AMI are identified as a priority.
- Expectation of for sale product to individuals within the identified AMI categories. This will include developer assistance with financial homeownership literacy and financing qualification.
- Long term public benefit is required at a minimum of 30 years. Projects over ten (10) units will be subject to the City's newly adopted Inclusionary Housing guidelines that requires 20% of the total units to be Resident Occupied, and 10% to be deed restricted to a maximum of 100% AMI either for rent or for sale.

Required Outcomes

The City of Glenwood Springs has indicated it will be flexible to the extent possible with the list of above parameters, especially given the competitive nature of existing housing resources and a potential need to pivot with market changes as of the current pandemic.



RFP 2022-01P City Owned Property Affordable Housing Project

Proposal Goals

We are seeking proposals from development partners that would be consistent with the following City goals and policies:

2020 Community Action Plan [Glenwood Springs Community Action Plan](#)

Goal 2: Economic Diversification: Support opportunities for business development in downtown Glenwood Springs, building on and expanding beyond the tourism economy and supporting entrepreneurship opportunities for residents.

Goal 3 – Affordable Housing: Support opportunities for housing in Glenwood Springs that is affordable and accessible for all, including seasonal and permanent residents.

City Strategic Vision 2020-25 [2020-25 Strategic Vision](#)

Goal 3, Specific strategies to protect, preserve and improve the quality of life:

- Oppose any threats to livability and environment of our community.
- Develop affordable housing with strategic partners so more people who work in the city can live in the city.

COMMUNITY BACKGROUND

Housing is a key challenge to the long-term viability of our community. A 2019 Regional Housing Study overwhelmingly indicated a housing need in the Roaring Fork Valley and, specifically for Glenwood Springs. Greater Roaring Fork Regional Housing Study 2019 . Glenwood's needs are projected to be as many as 2000 rental and homeowner units. Greatest demands are for housing to meet 120% AMI and below. However, the needs are broad and include owner occupied housing, senior housing, workforce housing and affordable & low-income housing. The city has recognized this need and made it a strategic priority and goal to increase inclusionary housing and housing types

PROPERTIES AND LAND USE DESCRIPTION

The lots for development are legally described as:

8th and Midland Property:

Section: 9 Township: 6 Range: 89 A TR IN THE NESW CONT .58 AC. EXCEPT A TR CONT .179 AC AS DESC IN BK 1759 PG 723.

Parcel Identification Number 218509300002



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Iddings Property:

Section: 27 Township: 6 Range: 89 TR IN NENW, ALSO A TR OF LAND CONT 22,505 SQFT, EXCEPT A TR OF LAND CONT 1,983 SQFT AS BOTH DESC IN BLA BK 1346 PG 676.

Parcel Identification Number 218527200003

Site and Zoning Information

Both sites are currently vacant land owned by Glenwood Springs. Land appraisals were completed for both parcels in June of 2021 and are included as Exhibit A to this document.

Subject Property: 8th and Midland

- Total site is 17,500 square feet
- Site is Zoned Residential High Density (RH)
- Maximum units allowed: 8

This site is a corner lot. City utilities including water, sewer, and electric are accessible. It is close to shopping, schools and public transportation. It is adjacent to multifamily and single-family housing and Midland Avenue, a major arterial street. Prior conceptual sketch plans and additional details are attached as Exhibit B.

Subject Property: Iddings

- Total site is 35,332 square feet
- Site is Zoned Residential High Density (RH)
- Maximum units allowed: 14

The Iddings Property is further from the city center but near an elementary school and major arterial street (Midland). The site includes a hillside towards the back of the property that abuts to open space. The property is adjacent to multifamily housing.

[Glenwood Springs Zoning Map](#)

Sites are subject to policies in the Glenwood Springs building code. [Glenwood Springs Planning Dept. and Development Code](#)

Residential High Density Zoning

Both sites are zoned Residential High Density (RH). The RH district is intended to accommodate various housing types ranging from single-family detached on small lots to multifamily dwellings. The RH district is intended to transition between established neighborhoods and more intense commercial or other nonresidential districts.



RFP 2022-01P City Owned Property Affordable Housing Project

Dimensional Standards of RH

Table 020.9: RH District		
Dimensional Standards		
Lot Standards, Minimum		
A	Lot area, single-family detached (sq ft)	4,500
	Lot area, attached dwellings sharing common wall (sq ft)	2,250 per unit
	Landscaped area (for multifamily dwellings) (%)	20
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	15
	Front (from other streets) (ft)	10
C	Side (ft)	5
D	Rear (ft)	10
Building Standards, Maximum		
E	Building height (ft)	40

Residential Permitted Uses in RH

- Dwelling Multifamily
- Dwelling Townhouse
- Dwelling, Two-family
- Dwelling, Single-family detached
- Accessory Dwelling Units
- Child Day Care
- Community Garden
- Short Term Rental

SITE CONTROL OPTIONS

The City strongly prefers to create and implement a redevelopment plan with an experienced Developer who is interested in acting as the co-developer of the newly developed property ("The Project"). The City seeks help assessing appropriate financial structures and programs that would provide flexibility in uses for the Project. The City would rely on its selected development partner to help define the final site development program, identify funding gaps and potential funding sources, define timing for development, and coordinate any tax credit funding with other sources (grants, low-interest loans, etc.). The City would assist with community engagement and outreach efforts and all efforts that relate to the development of the overall site.

An ideal development partner would have experience with

- 1) the use of a variety of financing tools including affordable housing funding sources.
- 2) experience with residential development practices.



RFP 2022-01P City Owned Property Affordable Housing Project

3) racially and ethnically diverse neighborhoods and a commitment to hire minority and women-owned businesses.

The selected developer would be expected to undertake all feasibility and pre-development activities. The City prefers a land transfer with land use restrictions for affordability but is open to negotiating based on the needs of the redevelopment plan and what makes the most sense for both parties.

As a team, the Developer and the City's leadership will develop a plan that meets the financial, social, and physical needs of the City while also being financially viable for the selected developer over the long term. The value of the land is expected to be a contributing factor for affordability however the City is aware that additional outside funding sources are likely needed. A developer who has experience with these types of project funding models is ideal. Other preferred qualifications for the ideal development partner are experience in developing with Private Activity Bonds, and experience working on the Western Slope of Colorado and the Roaring Fork Valley.

The developer selected under this RFP will be asked to execute a Memorandum of Understanding with the City, which will outline the developer's predevelopment, development, and project operation activities. The MOU will also outline the City's role in connection with the proposed development, including but not limited to provision of the site, project coordination, decision-making authorities, assistance with community outreach and engagement, and assistance with local government processes and support.

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 any alternates, and unit prices if requested in the Proposal forms. The City reserves the right to reject the Proposal of any firm that does not pass any such evaluation to the City's satisfaction.

The City of Glenwood Springs will award the project to the firm offering the best value. Overall price is a consideration but will not be the sole determining factor. In making this award the City will consider the following (in no particular order of importance):

- a. Overall quality of the submission.
- b. Project development and financing.
- c. Pricing and the financial impact to the City.
- d. Experience and ability of the firms and key personnel assigned to the project and performance on similar projects.
- e. Quality, clarity, creativity and understanding of the scope of work outlined that clearly and specifically illustrates the tasks that will be completed and accomplished.
- f. Results of the reference checks and past performance for other clients.



RFP 2022-01P City Owned Property Affordable Housing Project

RFP TERMS & CONDITIONS

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.

Warranties, Representations and Acknowledgements of Bidder

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.

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.

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.

By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Proposal to RFP 2022-01P City Owned Property Affordable Housing Project
by:



1. Introduction and Organization Information:

a. Title of this RFP: RFP 2022-01P City Owned Property Affordable Housing Project

b. Name and mailing address of the principal organization making this proposal:

Habitat for Humanity Roaring Fork Valley
53 Calaway Ct, Glenwood Springs, CO 81601

c. Form of the organization: Non-profit

d. Incorporated or registered in (state): Colorado

e. Website address: www.HabitatRoaringFork.org

f. Names and contact information of the principal(s) of the business:

President, Gail Schwartz, GailS@HabitatRoaringFork.org, 970-309-1411
Executive Director, Kristen Wilmes, KristenW@HabitatRoaringFork.org
970-309-8179

g. Contact person, including email and phone number.

Gail Schwartz, GailS@HabitatRoaringFork.org, 970-309-1411

2. Signature Requirements:

b. Proposals which are submitted on behalf of a corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

3. Developer Qualifications

Describe the developer and provide a statement of the organization's qualifications to perform requested affordable housing financing, planning, construction, development, and management services. Please address how your firm meets the selection criteria.

Habitat for Humanity of the Roaring Fork Valley (hereafter Habitat) was founded in 1999 when a group of concerned residents set out to form a Habitat for Humanity Affiliate with a mission to build homes in partnership with local families in need of simple, decent, affordable ownership housing. The new organization was structured to serve the needs of the Roaring Fork and Colorado River Valleys—from Aspen to Glenwood Springs to Parachute.

Originally, Habitat built one home at a time on donated land and was entirely volunteer operated. In 2004, we started hiring staff to provide support, structure and help us better achieve our mission. While starting slowly, building one home every two years, in 2015 we began to quicken our pace of construction and built four homes per year. In 2021 we completed nine homes and continue to increase our capacity to maximize our impact.

The core of our mission is to build affordable ownership housing in the Roaring Fork and Colorado River Valleys. We have a successful track record of building homes: for each of our 22 years, we have worked closely with our Habitat families through each step of the homeownership process and have built 60 homes that provide safe, affordable housing to over 200 adults and children. Of these families 34% are Latinx and 89% are first time home buyers. Family incomes range from 60% to 100% of the area median income and average family size is 4. We also provide programming dedicated to homebuyer education and homeowner support. This work ensures that families are set up for success as they enter homeownership and are supported over the long term.

Throughout the 22 years, we have actively advocated for affordable, energy efficient housing at the local and state levels. In acknowledgement of our efforts, in June of 2021, Governor Polis and Representatives McCluskie and Roberts chose Basalt Vista to sign HB 21-1271, the Dept. of Local Affairs Innovative Affordable Housing Strategies into law which provided \$48 million to communities to promote affordable housing development.

While our Habitat for Humanity affiliate has grown and changed over time, the mission we were founded to address: the transformational power of homeownership, has not. Research shows that affordable homeownership has a multiplier effect for families and communities. The economic stability created for families in ownership housing results in fewer costly dislocations and disruptions to education, work, health and family life. Home-related expenditures as well as disposable income go back into the economy in support of local businesses and institutions. Health and education outcomes improve as reduced environmental risks in the home, improved social connections, and more funds for healthy eating options lead to improved health and lower healthcare costs, and improved educational performance for children. Finally, housing stability can be directly linked to improved community viability and civic engagement, and increased entrepreneurship in the local economy.

4. Team Qualifications:

Habitat has been a successful developer of affordable housing for over 22 years and is in the final phase of the Basalt Vista development of 27 net-zero homes. We continue to have high retention rates for our homeowners and are currently embarking on our next multi-family affordable housing development, the 20 net-zero homes at Wapiti Commons in South Rifle.

Principal staff involved are:

Gail Schwartz—President. Gail has resided on the Western Slope for over 50 years and began her career in community/resort planning. She is a former CU Regent, two term Colorado State Senator and former APCHA housing director with an over 40 year background in affordable housing policy and development. Renewable Energy, resource deployment and rural economic

development were significant portions of her legislative portfolio. Length of Service with HFH: 2 years as President and one year serving on the Board.

Kristen Wilmes—Executive Director. Kristen holds a Bachelor degree in Accounting and Business Management from Kansas State University and completed graduate work in Financial Planning and Communications. With over twenty years of leadership experience in affordable housing, she specializes in the development of home ownership opportunities for low to moderate income working families, large scale funding through grant opportunities, government funding programs and low-interest mortgage options. Length of Service: 16 years.

Jake Ezratty—Project Manager. Jake has over six years of project management experience working on large scale commercial buildings, renewable energy projects, and residential developments. Jake was instrumental in overseeing Habitat's largest development to date- Basalt Vista, consisting of 27 net-zero homes built over 3 years. Length of Service: 2 years

Carolyn Meadowcroft—Director of Homeowner Services and Community Outreach. Carolyn has expertise in the banking and mortgage industries and gained an extensive knowledge of loan products, government programs, and the home buying process. Carolyn recently joined our leadership team but has been involved for 22 years with Habitat as a volunteer and on the Board of Directors since our founding and member of the family selection committee. Length of Service: 9 months.

Jon Fox Rubin—Future Projects Advisor. Jon is a strategy consultant and social entrepreneur. Previously, Jon served as executive director of Valley Settlement, after spinning it off from MANAUS, a social justice non-profit. He also co-founded and led two advanced technology companies (Fiberforge Corporation and Hypercar, Inc.) both spin-offs of Rocky Mountain Institute. Jon served on the Town Council in Basalt from 2000–2004 and Basalt's P&Z from 1998–2000. Length of service: 3 years.

Full Resumes are available upon request.

5. Project Experience:

a. Please describe your team's experience with mixed-income urban development, affordable housing, and any experience in Colorado specifically. Speak to experience in the Roaring Fork Valley, if relevant.

The best example of our experience culminates with the 27 unit Basalt Vista Affordable Housing Community. We partnered with the Roaring Fork School District and Pitkin County to house teachers and the workforce of Pitkin County. Recently we evaluated the financial benefit to the homeowners and took average monthly mortgage costs for our homeowners in comparison to free market rental costs in Basalt and Carbondale for similar home bedroom counts. The average mortgage costs at Basalt Vista for the two bedroom homes is \$1,717; for the 3 bedroom it is \$1,805; and for four bedrooms it is \$1,932. Of the few homes available to compare to on the Basalt rental market: a two bedroom single family home would be \$3,850 a month; a three bedroom home is \$5,250; and finally, a four bedroom single family home is \$6,000. In all cases Basalt Vista's new homeowners are spending less than 50% to 75% of what comparable rental

homes would cost in the Basalt/Carbondale area. This comparison demonstrates how affordable home ownership can create financial stability for families and the Basalt community.

Another key contribution is that Habitat is committed to an all-electric net-zero energy future for the residents of Habitat homes, thereby minimizing monthly utility bills and making the housing truly affordable, particularly for older adults on fixed incomes. We will achieve higher than required energy standards with an integrated design approach that looks at the buildings from a total system perspective. This approach utilizes highly insulative building construction methodology, all-electric energy star appliances, efficient air-source HVAC systems, and photovoltaic solar electric (either on-site or purchased through an off-site low-income PV program). Habitat is proud of having proven this net-zero concept for rural affordable housing at our 27 home Basalt Vista Net Zero Affordable Housing Community and is applying these concepts at Wapiti Commons and hopes to bring them to the City of Glenwood Springs next.

b. Please describe your team's experience in affordable housing development and ownership using Low Income Housing Tax Credits (LIHTC) and other funding sources applicable to the Project.

Habitat's ability to finance affordable housing is in part due to the flourishing presence of our brick and mortar, solar powered Glenwood Springs ReStore and online ReStore. From humble origins of a 2,000 square foot rented storage unit in 2006 to a 40,500 square foot owned building in 2017, our ReStore has grown to the second largest in the state of Colorado. Today, over 72,000 customers a year shop from all over the country for new items and repurposed furniture, building materials, appliances, and other household items to make their lives better for a fraction of the cost of purchasing new. The ReStore builds homes: revenue from the ReStore now directly supports our mission by covering all of our overhead and administrative costs for the affiliate, all net revenue supports home construction and 100% of monetary donations and other funding goes directly into building affordable housing. The ReStore has been long thought of as the economic engine of our affiliate, 2020 confirmed this when we were mandated to shut our doors to the public for 10 weeks. When the Pandemic hit we swiftly made the shift to creating an online presence of our inventory at the ReStore. Our online store is our new economic engine that drives ReStore sales. We are happy to say, we have one of the most attractive, easy to shop, and well followed online stores per capita in the country. In fact, we are working with other Large ReStores to present why our online store is successful. This is remarkable with our relatively small market, but it shows that our unique inventory from generous donors is attractive and sells.

Habitat also raises money from philanthropic sources, local jurisdictions and state grants from CDOH, FHLB, and CHFA. We have been partnering with the Colorado Division of Housing (CDOH) for our past 30+ homes either through working directly with CDOH or through the partnership established with Habitat Colorado. Up to \$600,000 in funding is expected for the 20 home development in Wapiti Commons, these funds directly support the gap between the cost to build the homes and the amount our low-income families can afford to pay in their monthly mortgage payments.

Federal Home Loan Bank works with us to provide down payment assistance and closing costs for our very low-income buyers to ease the financial burden of first time homeownership with grants ranging from \$5,000-15,000.

Colorado Housing and Finance Authority (CHFA) has not provided grants for Habitat but supports our efforts and recognizes our successes by other means. Habitat believes homeowner education is vital to first time homebuyers and has utilized CHFA's education curriculum for our homebuyer classes. With the assistance of a local lender, several of Basalt Vista homeowners were able to purchase their homes utilizing CHFA's mortgage loan products and down payment assistance second mortgages. CHFA featured Habitat in their Colorado Affordable Housing Developer's Guide released in February 2022 by including Basalt Vista as a case study, showcasing how creative partnerships, collaborations, and community support can result in a successful project.

c. The City is committed to a policy of non-discrimination and prefers to work with a developer that has a track record and commitment to the use of Locally-Owned Small Businesses (LOSB's) and Minority/Woman Business Enterprises (M/WBE). Please provide any relevant experience and/or plans to address this business preference.

Habitat for Humanity is committed to supporting the local economy by using local subcontractors. Typically, all of our subcontractors are based between Rifle and Carbondale. Examples of local subcontractors we have worked with in the past are Miles Rippey Excavating (Glenwood Springs), C-Con Concrete (Rifle), Mountain Air Mechanical (Rifle), Expert Electric (Rifle), B-Tech Plumbing (Silt), Sunsense Solar (Carbondale), West Valley Insulation (Silt), and Harrison Painting (New Castle). We also support a number of M/WBE businesses, including Jorge Rodriguez Drywall based in Silt and Kit Roofing based in Gypsum. In addition, Habitat is committed to ordering cabinets through the prison training program at the facility in Crowley, CO. Habitat is open to getting pricing from any contractors that come recommended to us.

As a non-profit organization, Habitat for Humanity RFV is unable to be recognized as a Locally Owned Small Business and Minority/Woman Business Enterprise, but we would like to point out that we operate similarly to both as a general contractor that receives the majority of our revenue and support locally and is led by a strong group of professional women. While we do not have ownership interest in a non-profit structure the funding and leadership aligns almost identically to both a LOSB and M/WBE.

d. Please address financial commitment and available equity, including willingness to invest own funds in the project and describe financial capacity to guarantee a multi-million-dollar housing development.

Habitat for Humanity Roaring Fork Valley has a long history of serving our communities, a strong balance sheet and the ability to secure construction loans for completing the two developments as proposed in this bid. We have diverse revenue streams from our ReStore, philanthropy, grants, partnerships, and in-kind donations that we will utilize to build, deliver, and sell housing units to low income families. Additionally, we have strong banking relationships with all of the local banks within our service area which has allowed us to get the financing needed to construct homes, develop projects, as well as our ReStore building. Each project is

started with funds on hand from a combination of ReStore sales, private donors, and grant funding- additional financing is provided through the construction lines of credit that are established at the start of each project. As the homes are sold the proceeds from the sale are used to pay down the construction line of credit allowing for the revolving funds to continue supporting the building process.

Our low-income partner families (who customarily cannot obtain conventional financing) are able to secure financing to purchase their homes through partnerships with local third party lenders, we also have an onstaff USDA 502 Direct loan packager which allows for longer term financing (up to 38 years) with low interest rates and subsidies available, and can utilize CHFA which offers down-payment assistance in addition to financing.

e. Please describe your firm's approach to community engagement and outreach. Please include specific examples.

Example: Wapiti Commons in Rifle

Habitat used a mix of methodologies to determine our two target markets of workforce families and older adults for our developments. These included census demographic data, home sale prices and inventory data, several local and regional reports from credible institutions and direct feedback from citizens through engagement workshops. We have always been about identifying and meeting needs in our communities and due to the rising cost of housing of all types, including addressing affordable housing options for older adults in our region. While 72% of older adults living in rural areas would like to remain in their community (Home and Community Survey, AARP 2018), only 6% of older adults in Garfield County felt that there were a good variety of housing options and only 8% said they were able to find affordable quality housing (Older Adult 2020 Housing Needs Assessment). In 2021, the median sales price for multi-family housing in Rifle had gone up 31% compared to the previous year coupled with a very limited inventory of available homes. Townhouse/Condos have a market absorption rate of well under 3 months with only a handful of properties on the market at any point.

In November 2020, early in our design process for Wapiti Commons, we held several community workshops gathering feedback and input from a variety of stakeholders including older adults and workforce families. We heard from older adults about the growing need for accessible and affordable housing and we received a great deal of input on the design of the units to accommodate changing needs such as one level living, ergonomic door handles and the setup of bathrooms. It was also important to create a community feel for the whole development with the creation of some intentional shared spaces that can bring people together such as a park and community gardens. The rapid increase in housing costs, the lack of current housing options and the interest from older adults through our workshop resulted in Habitat deciding to tackle this pressing issue by providing a specific solution: to build quality affordable housing designed for older adults. From workforce families we heard desire for common open spaces and private decks, the need for storage and natural light in the units and an overall modern design approach. We have incorporated all these ideas into our design for Wapiti Commons with a shared recreation space, private decks, storage and carefully placed windows to provide natural light.

f. Please describe your firm's approach to and experience with working with a local nonprofit agency or mission driven organizations.

Habitat is a non-profit housing developer that is deeply rooted in the Roaring Fork and Colorado River Valleys. Ensuring long-term affordability for the housing is a critical feature of the proposed development. To accomplish this we establish restrictions on the occupancy and resale of the homes. The document outlining the limitations is known as a deed restriction agreement, is recorded in the county where the property is located, and is acknowledged by the homeowner at closing. Terms of the deed restriction may vary but in general it limits the sale and resale of a home to a qualified buyer who will occupy the home as their primary residence, meets certain eligibility criteria such as income limits and employment requirements, and for the older adult condo units, have age-based restrictions. The original value is set at the sales price of the home, set at an amount below the market value, and future appreciation and resale price is limited to a percentage, often 3%. The deed restriction gives Habitat for Humanity, or other jurisdictions such as a housing authority or the City of Glenwood Springs, the right of first refusal when the home is sold and in the event of a foreclosure. Habitat's deed restrictions are written to meet guidelines established by the Department of Housing, USDA, Fannie Mae, Freddie Mac, and other government agencies enabling buyers to obtain financing.

6. Associations:

Habitat for Humanity Roaring Fork Valley relies on a mix of board members, advisors, staffed labor, volunteers, and subcontractors to fulfill our mission and complete our developments.

Habitat board members, advisors and paid staff are involved in the sourcing, design and fulfillment of projects via a board appointed Subdevelopment Committee that oversees each project.

Habitat staff does all framing, siding, decking, and interior finish work including flooring, case & base, cabinet installation, shelving, and doors. When volunteers are present to support our construction, the staff oversees their work to ensure the quality is up to our standards.

Scopes of work that are typically subcontracted out are concrete, excavation, mechanical, electrical, plumbing, roofing, insulation, drywall, paint, and solar. Many of these subcontractors provide Habitat with a discounted rate in alignment with our mission.

Habitat also partners with electrical utilities such as Holy Cross Energy and Xcel Energy to optimize our developments for electrical energy upon completion and into the future. We worked with NREL on our Basalt Vista development to support their research around energy use, micro-grids, resiliency, and distributed energy resources. We also partner with energy efficiency experts from CLEER and CORE to model the energy efficiency of our net-zero designs.

Habitat is committed to quality construction, energy efficient design, and affordability and is often evaluating and employing hybrid construction and modular construction techniques. For example, Habitat is working with Simple Homes out of Denver as a vendor of panelized walls for our Wapiti Commons project. We are currently evaluating several modular manufacturers for future projects such as those contemplated in this proposal.

7. References:

Roaring Fork School District, Jeff Gatlin, 970-384-6024, jgatlin@rfschools.com
Pitkin County, Phylis Mattice, 970-920-5208, phylis.mattice@pitkincounty.com
City of Rifle, Patrick Waller, 970-665-6499, pwaller@rifleco.org
Alpine Bank, Bill White, 970-429-2114, BillWhite@alpinebank.com
Silver Mountain Properties, Bill Crowley, 970-963-4900, bill@smprop.com

8. Project Plan and Schedule:

Provide a brief discussion of your team's approach to the successful implementation and long-term sustainability of the Project, including but not limited to:

a. Suggested development timeline.

Habitat uses BuilderTrend construction software to create a project schedule and to track our progress to ensure we meet our schedule. We have developed a preliminary schedule assuming we prevail in acquiring both sites and partner with the COGS to develop both simultaneously. Below is an estimated schedule. Habitat is flexible on start dates.

Townhomes

- April–December 2022: Design, Community Engagement, Permitting
- January–May 2023: Infrastructure
- June–August 2023: Foundations
- September 2023–November 2024: Construction
- April 2024: First townhomes complete

Condos

- June 2022–February 2023: Design, Permitting & Outreach
- March–July 2023: Infrastructure
- August–September 2023: Foundation
- October 2023–September 2024: Construction
- September 2024: First condos complete

b. Preliminary thoughts concerning the overall development of the sites.

Habitat is fortunate to have a wide variety of experts on our Board of Directors and Development SubCommittee, some of which specialize in architecture and use planning. Typically, we would ask a member of our Development Committee who specializes in land use planning to provide several site plan options for review. We then seek input from the key stakeholders and work towards a final site plan that maximizes the impact of our work and maintains an appropriate density to ensure neighborhood livability.

- 1) **8th & Midland:** Eight homes in a three story condominium structure. First level designed for ADA accessibility, second and third levels reached via exterior stairwells with carport parking. Designed for pedestrian friendly, net-zero, efficient appliances, and energy

efficient building envelope, with potential to accommodate PV on the roof. Size ranges from 1 bedroom to 3 bedroom flats. Approximately 768 to 1152 livable sq/ft per unit.

- 2) Iddings:** 14 homes in seven ~1,750 sqft townhomes (with 1,200 livable and 550 sqft garages). These are conceived as three-level townhomes above a garage and could include a second story walk out if built into the hillside. These homes are designed as all-electric and net-zero with the potential to accommodate PV on the roofs. Note, this configuration may not be practical to reach the maximum allowable density on the site and we may need to consider triplex, quadplex and other configurations pending feedback from the City of Glenwood Springs and other stakeholders.

c. Preliminary project and programmatic design ideas.

Based upon previous project designs, Habitat diligently works to create an progressive design that fits in the project location. Typically, there are several rounds of design development based on feedback from partners and key stakeholders.

d. Approach to ensuring best practices in operations, management, and services.

Habitat has a professional paid staff with many years of service at Habitat and a dedicated project manager along with build site managers to ensure quality, on-time performance and oversight of volunteers, including prospective homeowners who must volunteer 250 hours (either on their home or at the ReStore if they aren't up for the physical nature of homebuilding) Habitat also uses BuilderTrend software for scheduling, project budgets, daily logs, submittals, RFIs, selections, and time cards for employees. This ensures that we are able to track every aspect of the project in one location.

e. Provide preliminary thoughts regarding land price, initial sales price setting in correlations to AMI income limits and project cost, developer fee split, and other financial returns and any considerations that would impact the financial returns to the project sponsor.

Habitat proposes buying the land from the City of Glenwood Springs for a nominal \$1 per parcel and serving as the City's development partner to provide permanently deed restricted ownership housing to low and moderate-income families and individuals who live and work in the City of Glenwood Springs. Habitat is a non-profit housing developer and doesn't seek financial returns from the project. In fact, we anticipate an investment of \$3.3 million through partnerships, grants and philanthropy to fund the gap between the sales price and the full development cost as shown in the table below.

We are targeting an average of 80% AMI (range of 60% to 100%) with an average price of \$250K for condos and \$325K for townhomes. Based on the AMI income limits for Garfield County established by USDA we anticipate using the income guidelines outlined below:

Household annual income cap at 80% AMI within Garfield County:

- 1-4 Person household up to \$70,650
- 5+ Person household up to \$93,250

Habitat + City of Glenwood Springs	Project Cost	Average Cost per Home	Average Sale Price per Home*	Funding Gap per Home
Iddings: 14 Townhomes	\$6,650,000	\$475,000	\$325,000	\$150,000
8th & Midland: 8 Condos	\$2,900,000	\$362,500	\$250,000	\$112,500

*Projected based upon Wapiti Commons Development 3/20/22

9. Examples:

Basalt Vista Affordable net zero Townhomes - 27 homes are a mix of two, three, & four bedrooms in duplexes and triplexes with garages and carports for the ADA units. A revolving line of credit was obtained from Alpine Bank for construction costs. The units are all net-zero with solar arrays on each home providing all electricity to the development. Total cost of the project is \$19M, including the value of land donated by the Roaring Fork School District and infrastructure donated by Pitkin County. The project is nearly complete and all homes will be finished by May, 2022 and is under the oversight of and HOA. Sales prices ranged from \$245,000 to \$345,000 to reach from 70% to 100% of AMI in Pitkin County. Please see the table below for a summary of the investment per unit that Habitat made to cover the funding gap.

Basalt Vista	Construction Cost	Construction Cost per Home (ave)	Sale Price per Home*	Funding Gap per Home (ave)
27 Townhomes	\$12,786,553	\$473,567	\$245,000-\$345,000	\$148,443

*Total Cost including land, infrastructure and construction = \$18,986,553

Below are a few pictures of completed homes at Basalt Vista.





Wapiti Commons—20 homes that will be a mix of

- 10 three-bedroom townhomes with garages,
- 2 three-bedroom condos with carports
- 8 one and two-bedroom condos designed for ADA accessibility with garages

These homes are designed to be net-zero and homeowners will subscribe to a community solar garden in Xcel Energy’s territory through Pivot Energy. Total projected cost is \$8,100,000 with sales prices ranging from \$185,000 to \$350,000 to reach 80% AMI in Garfield County. Subsidy per unit average is projected to be \$136,250 based upon current construction cost estimates.

Wapiti Commons	Total Cost	Total Cost per Home (ave)	Sale Price per Home*	Funding Gap per Home (ave)
10 Townhomes	\$4,300,000	\$430,000	\$285,000–\$350,000	\$112,500
10 Condos	\$3,800,000	\$380,000	\$185,000–\$255,000	\$160,000

*Total projected costs = **\$8,100,000**

Below are some renderings and site elevations of the Townhome and Condos of Wapiti Commons.





10. Disclosures:

Please disclose any claims, lawsuits, formal disputes for work or services previously or currently being performed. Please disclose any loss of funding NOT due to budget cuts or cuts to programs.

Habitat for Humanity Roaring Fork Valley has no disclosures to make.

11. Proposal Documents and Drawings:

a. A written description of the proposed project.

Habitat proposes to partner with the COGS to develop both parcels at their maximum allowable density. Habitat will purchase each parcel for \$1.00 and serve as the lead development partner to provide permanently deed-restricted ownership housing to low and moderate-income families and individuals who live and work in the City of Glenwood Springs. Habitat will seek both financial and in-kind support from the City of Glenwood Springs to ensure each development meets the needs of the community at the most affordable price. Examples of COGS support could include the waiver of tap & impact fees, in-kind support from planning, public works on landscaping, excavating, engineering and municipal utilities. If density bonuses and parking accommodations from the planning department would also be helpful. Habitat is committed to funding the cost gap, placing deed restrictions on the properties in perpetuity, selection of

families that meet income and residency , and structuring an HOA to ensure the long term affordability and viability of the homes.

Our proposed site solution by parcel is described above in section 8(b) above.

b. Conceptual drawings showing the location, layout, and primary elements of the proposal.

Habitat has not created concept drawings for the sites yet, as we'd like to engage with the COGS officials, potential neighbors and members of the community as part of the site planning process as described as outreach in our proposed schedule in section 8 above. That said, below are some of the key elements of our proposal for each site.

8th & Midland

Habitat has developed a template for a three-story condominium complex for our Wapiti Commons project in Rifle that we intend to adapt to the 8th and Midland parcel. We will likely remove the garages from the configuration to maximize density. The bottom three condos will be designed to be ADA accessible. Habitat will work with the City of Glenwood to explore creative solutions to parking, vehicle management and public transit orientation of the project..

Iddings

Habitat has developed a template for townhomes for our Wapiti Commons project in Rifle that we intend to utilize in future projects such as at the Iddings parcel. We anticipate building up to seven duplex townhomes on the site to reach the maximum allowable density of 14 units; however, we recognize that density might not be attainable with a townhome footprint and parking requirements. Thus, Habitat is open to considering other design concepts and strategies.

c. Conceptual architectural plans.

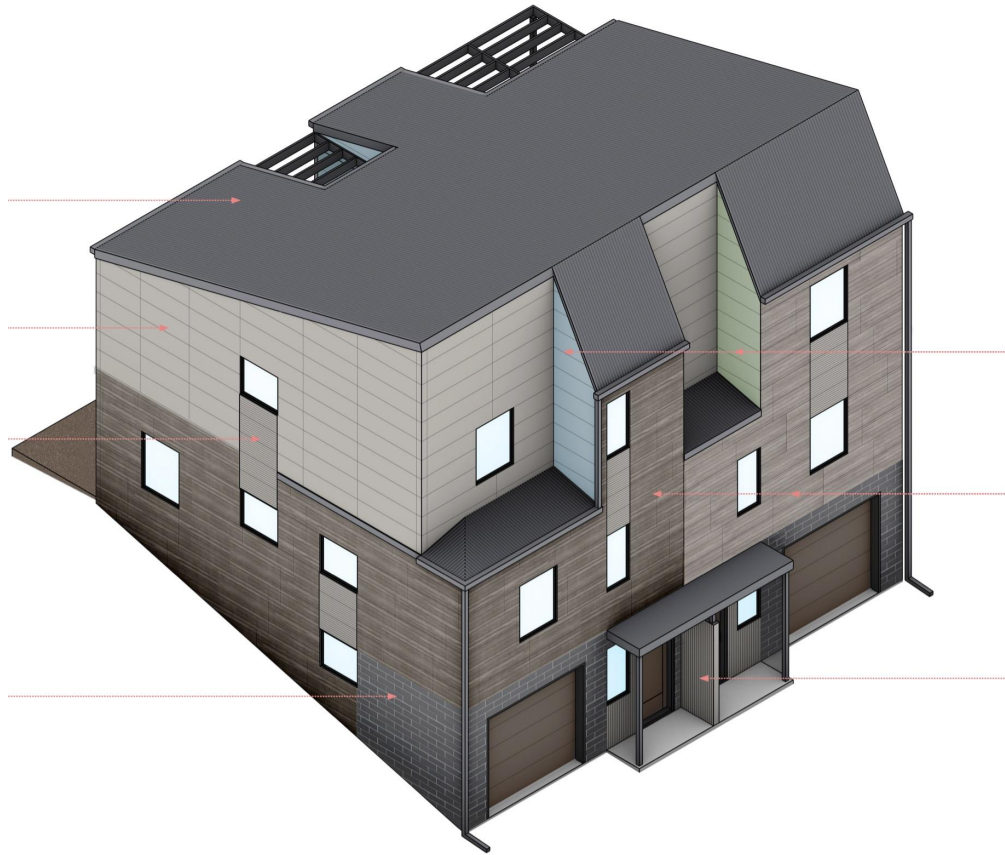
8th & Midland

Below is an example rendering of the condominium building that we would modify from its existing 6-unit configuration to an 8-unit condominium to best fit the site.



Iddings

Below is an example of a rendering of the form of townhome that we would modify to best fit the site and maximize the density of the development.



d. Proposed uses, location of uses, and densities.

At the 8th and Midland development, Habitat proposes to target smaller working families and independent older adults with attached homes in a condominium building to maximize the density on the site in accordance with the HDR zoning designation and close proximity to downtown Glenwood Springs. Habitat proposes that the Iddings development will target moderate-sized working families with a townhome configuration providing the desired density (14 units) can be realized. If this is not practical, Habitat is open to other options such as smaller condominiums, triplexes, or quadplexes to reach the potential of the zoning and serve the most families.

e. Tentative schedule.

See section 8(a) above.

f. Price Matrix as provided.

See below.

Price Matrix

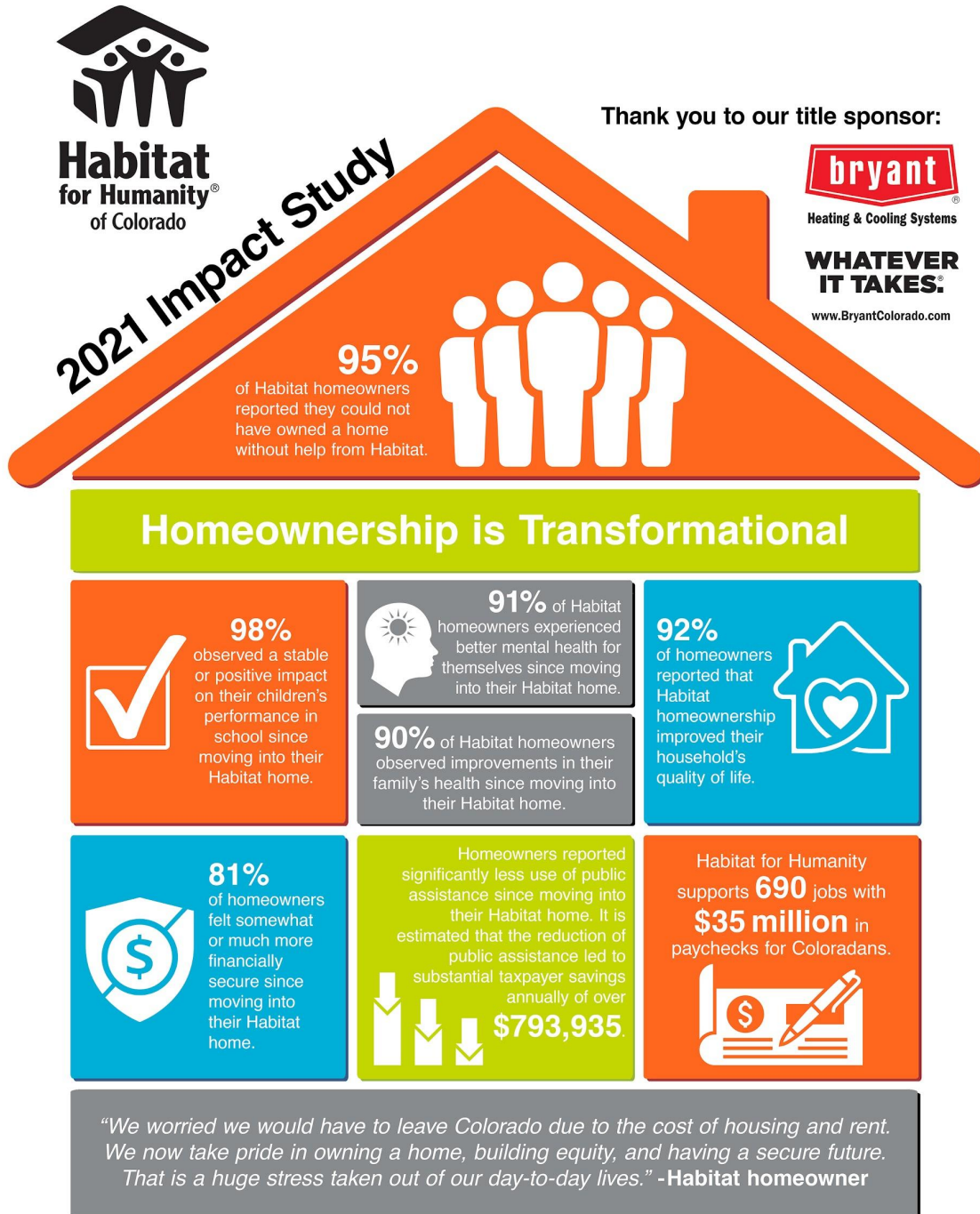
Project Name:	8th & Midland
Price: \$1	
Estimated costs for City-owned land: \$1	
Building site work: \$650,000	
Architectural fees: \$30,000	
Construction price per square foot: \$212/SF	
Landscaping / Xeriscaping: \$90,000	
Building site cleanup work following construction: (including removal of excavated dirt)	\$10,000
Realtor Fee % - Selling Agent:	\$0
Realtor Fee % - Business Agent:	\$0
Other associated costs adjustments and revenue: • City waives development fees • Water, sewer, electrical, fiber connection fee waiver • Partner on grant applications • Workforce housing available in exchange for monetary contribution • Donations	

Price Matrix

Project Name:	Iddings
Price: \$1	
Estimated costs for City-owned land: \$1	
Building site work: \$950,000	
Architectural fees: \$40,000	
Construction price per square foot: \$231/SF	
Landscaping / Xeriscaping: \$120,000	
Building site cleanup work following construction: \$10,000 (including removal of excavated dirt)	
Realtor Fee % - Selling Agent:	N/A
Realtor Fee % - Business Agent:	N/A
Other associated costs adjustments and revenue: • City waives development fees • Water, sewer, electrical, fiber connection fee waivers • Partner on grant applications • Workforce housing available in exchange for monetary contribution • Donations	

APPENDIX

STATEWIDE HABITAT HOMEOWNERSHIP IMPACT STUDY



Shtivelband, A., Spahr, K. S., Sidman, E. A., Rosa, J. D., Herian, M. N., Walker, K., & DeMarco, F. (2021). Colorado Habitat for Humanity Impact Study. Report prepared for Habitat for Humanity of Colorado by Research Evaluation Consulting.

City Owned Property RFP Interview



Habitat
for Humanity®
Rear Fork Valley

Packet Page 36

Building HOMES
Building HOPE
Building COMMUNITY

Our team

Gail Schwartz, President

Kristen Wilmes, Executive Director

Jake Ezratty, Project Manager

Carolyn Meadowcroft, Director of
Family Services and Comm. Outreach

Alex Yajko, Major Gifts Officer

Jon Fox-Rubin, Development
Consultant

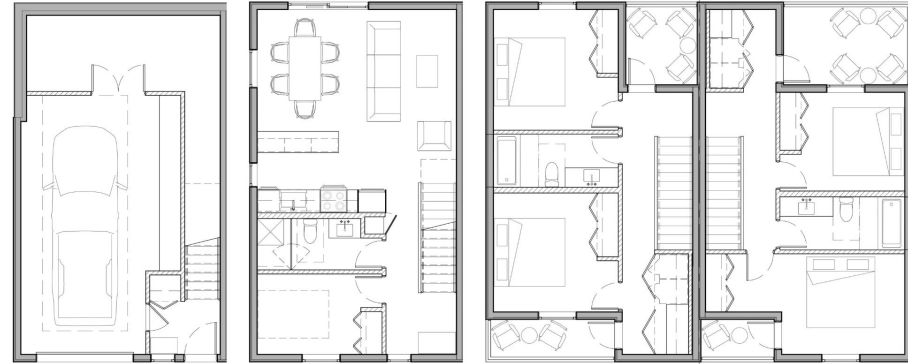


Building HOMES
Building HOPE
Building COMMUNITY



Product

- Three-bedrooms
 - Popularity
 - Growing families
 - Resale
 - Remote working
- Partnership with City of Glenwood Springs
 - One home, Cardiff Glen (2003)
 - Past partnerships
 - Allocation of a home



Product

- Ability to build at \$200-250 sq/ft
 - Volunteer labor, discounted products, labor costs, partnerships, donated land
- Modular construction
 - Considerations of price and schedule
 - Net zero component



Estimated Cost Analysis

Iddings - 14 townhomes - 1,750 SF each

- \$6,650,000 total project cost
 - Infrastructure: \$950,000
 - Architecture: \$40,000
 - Landscaping: \$120,000
- Average construction cost per home: \$475,000

8th & Midland - 8 condos - 6 @ 770 SF, 2 @ 1,150 SF

- \$2,900,000 total project cost
 - Infrastructure: \$650,000
 - Architecture: \$30,000
 - Landscaping: \$90,000
- Average construction cost per home: \$362,500

Deed restriction

- Historical
 - Live or work within the service area
 - 3% appreciation
 - Owner occupied
 - Examples provided
- Management
 - Habitat management
 - Assignment in the event of dissolution
- Limited turnover of Habitat owned properties

Resident/Family Selection

- **Basic Criteria**

- Need
- Ability to Pay
- Live or Work for at least a year from Aspen-Parachute
- Willingness to Partner

Geographic requirements and AMI can be tailored to the development.

- **Application process**

- 6-8 weeks
- Credit/Background Checks
- Family Selection Committee
- Home Visits
- Board approval
- Complete process est. 4 months



Building HOMES
Building HOPE
Building COMMUNITY

Housing the Workforce

Professions/Jobs at Basalt Vista

- 19 Teachers & school support staff
- 9 Administration
- 6 Resort & Hospitality
- 5 Customer service
- 5 Customer Service
- 4 Self-employed /small business owners
- 3 Healthcare Professionals



Building HOMES
Building HOPE
Building COMMUNITY

Sweat Equity

- Actively participate in the building process of your home
 - Work alongside HFH Buildteam, volunteers, and donors
- 250 hours per adult
 - 100 hours can be donated by friends/family
- Must be completed prior to purchasing home



Focus of the project- workforce, older adult?



01 CONDOMINIUM BUILDING DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.

02 TOWNHOUSE DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.

Partnership Logistics

- **How can Glenwood Springs help:**
 - Permit fees
 - Land purchase
 - Tap Fees
 - In-kind donations
 - Grant application sponsorship
 - Expedited review and approval process

Project Management Logistic and Timeline

Basalt Vista HOA



Project Management Logistic and Timeline

Project Development Team



Building HOMES
Building HOPE
Building COMMUNITY

Project Management Logistic and Timeline

Project Development Timeline

- Charrette process
- Align approvals
- Predevelopment
- Develop both sites simultaneously

Other municipalities

- Expedited review
- Entitlement process
 - Begin July 2022
 - completed by July 2023
 - How long?
- Infrastructure completed 2024

Project Management Design Approvals

Development sub-committee

Comply with Glenwood Springs code

Architect partnership

Project Management

Split projects

Analyzed individually

No preference on which one would be started first

Economy of scale

Funding

- Federal/State funding
 - CDOH, FHLB, Energy Impact, DOLA
- Gap Funding
 - In-kind, partnerships, grants, community support, philanthropy
- Rising construction costs
 - Lumber direct from mill
 - Value Engineering
 - Unit Count
 - Modular
- Net Zero
 - Yes, with support of CLEER
- Key Challenges
 - Construction and Infrastructure costs
 - More density to lower costs
- Fee Waivers
- Environmental Review



Building HOMES
Building HOPE
Building COMMUNITY

Development model success

Biggest Challenge

- Donated land
- Partnerships
- Cash on hand for pre construction costs
 - approx \$200,000
- Ability to cover the front end ratios required by the bank for construction financing
 - Depending on land valuation can be up to \$1.5 million

Basalt Vista Cost Burden Analysis

Home Size	BV Monthly Mortgage + HOA*	Basalt Market Monthly Rent 1/5/2022	Carbondale Monthly Rent 1/5/2022
2 bedroom \$245-295,000	\$1,550 to \$1,850	\$6,000 (2 bed, 2 bath condo)	\$5,000 (2 bed, 2 bath apt)
3 bedroom \$250-345,000	\$1,430 to \$2,235	\$4,700 - \$25,000 (3 bed, 3 bath townhouse)	None on Zillow
4 bedroom \$320-370,000	\$1,925 to \$2,000	None on Zillow	\$8,000 (4 beds, 3 bath SFO)

- Source: https://www.zillow.com/homes/Carbondale-CO_rb/
- Source: https://www.zillow.com/homes/Basalt-CO_rb/

Wapiti Anticipated Cost Burden Analysis

Home Size	Wapiti Monthly Mortgage + HOA*	Rifle Market Monthly Rent 3/23/2022	Glenwood Monthly Rent 3/23/2022
1 bedroom-condo \$185,000	\$953 + \$150 \$1,103 Total	\$752-\$1,150 Range (1 bed, 1 bath apartment)	\$1,175 (1 bed 1 bath)
3 bedroom- condo \$250,000	\$1,270 + \$175 \$1,445 Total	\$1,600 (3 bed, 2 bath rural house)	\$2,500 (2 bed 2 bath condo)
3 bedroom- townhome \$285,000	\$1,438 + \$200 \$1,640 Total	\$2,400 (4 bed 2 bath)	\$2,800 (3 bed 2 bath)

- *USDA Direct loan, 0% down, 33 year term, 3.75% PITI.
- *HOA \$150-\$175-\$200 adjusted for home size - Based on recommendation from local realtor
- Source: <https://bing.com/search?q=rentals+in+rifle> - Limited Inventory
- Source: <https://bing.com/maps?q=rentals+in+glenwoodsprings>





Habitat
for Humanity®
of Colorado

2021 Impact Study

Thank you to our title sponsor:



Heating & Cooling Systems

**WHATEVER
IT TAKES.®**

www.BryantColorado.com

95%

of Habitat homeowners
reported they could not
have owned a home
without help from Habitat.



Homeownership is Transformational



98%

observed a stable
or positive impact
on their children's
performance in
school since
moving into their
Habitat home.



91% of Habitat

homeowners experienced
better mental health for
themselves since moving
into their Habitat home.

90% of Habitat homeowners
observed improvements in their
family's health since moving into
their Habitat home.

92%

of homeowners
reported that
Habitat
homeownership
improved their
household's
quality of life.



Improved Health Outcomes

- Housing is a key social determinant and a protective factor for quality of health 92%
- Reduced environmental risks in the home (mold, air quality etc)
- Mental health benefits and reduced stress from stability
- Better health and lower healthcare costs 75%
- Ability to afford health insurance, healthier food options, gym memberships

Financial Stability and Wealth Building

- Family long term economic stability 80%
- Housing costs aligned with income to assure affordability 95%
- Predictable housing and energy expenses
- Increase savings to build wealth 72%
- Maintain or advance employment due to stability
- Reduce need for public assistance programs 52%

Educational Outcomes

- Housing stability leads to improved education outcomes 71%
- Quiet, consistent space for children to do homework
- Improved attendance
- Stay in the same schools with their peer group

Thank you!
Questions





CITY OF GLENWOOD SPRINGS

TO: City Council

FROM: Project Advisory Group

RE: Recommendation on Request for Proposal 2022-01P, City Property Affordable Housing Project

DATE: April 21, 2022

Background

After a thorough internal process, City Staff identified a list of City-owned properties on which it may be feasible to build affordable housing through partnering with a developer. Ultimately, the City determined that two properties, one at 8th and Midland, and the other property on Airport Road (the Iddings property), were the most suitable. On January 21, 2022 the City issued a Request for Proposal (RFP) for developer partners seeking a developer that could work together with the City to build affordable housing on one or both of these sites.

The result of the RFP brought one applicant, Habitat for Humanity. The Selection Committee, consisting of Staff, Ellen Dole, Dave Merritt, and Pete Waller, interviewed representatives of Habitat for Humanity on April 4th, 2022.

Recommendation

The Selection Committee unanimously recommends City Council move forward with the affordable housing project and approve Habitat for Humanity as the City's partner on the project. The Committee urges City Council to do everything in its power to support the project, which they believe is not a typical development project, but rather one that is driven by affordable housing values.

Understanding that Habitat for Humanity will have an opportunity to themselves present details about their proposal and their organization's history with affordable housing projects in the Valley, the Selection Committee would simply like to offer the following reasons for approving the project and approving Habitat for Humanity as the partner:

- Recent reporting suggests that average home prices in Colorado's high country has doubled in the past two years, in what has been characterized as unprecedented for any industry. Home sales data in Glenwood Springs from 2021 show an increase of 23% in average sale price for single-family homes and 22% for condos from 2020 sales.

- The project would offer for-sale housing at 80% AMI, an important need for the community.
- Habitat's proposal includes estimated home sales prices of \$325,000 for a 3-bedroom townhome and \$250,000 for a condo. For comparison, new 3-bedroom Townhome product is currently on the market for over \$700,000.
- The 80% AMI income level was identified in the Regional Housing Study as the largest growing area of need projected into year 2027.
- It is the community's best hope for a truly affordable for-sale housing project.
- Habitat for Humanity is committed to net-zero housing projects.
- Habitat for Humanity uses very similar deed restrictions as the Garfield County Housing Authority, allowing possible cooperation in the future.
- The deed restrictions have already been approved by lenders making financing simple.
- Habitat for Humanity offers initial and ongoing capacity building for HOAs.

Table 1: The AMI in Garfield County, by Household Size:

Household Size	Median Household Income (100%)
1	\$61,900
2	\$70,700
3	\$79,500
4	\$88,300
5	\$95,400
6	\$102,500

*Glenwood Springs Average Persons per Household 2.51
Census Bureau Quick Facts 2020

Table 2: Affordable Housing Standards in the Region:

Percent AMI	Income (2 person HH)	Affordable Home Price	
30%	\$23,567	\$89,105	Minimum Wage
50%	\$35,350	\$150,596	Nurse Assistant
60%	\$42,420	\$180,715	Teachers Start
80%	\$56,560	\$239,520	Teachers Median/ Registered Nurse Start
100%	\$70,700	\$297,609	Police Officer I
110%	\$77,770	\$300,117	Police Officer II
120%	\$84,840	\$358,922	
140%	\$98,980	\$420,952	
150%	\$106,050	\$451,430	
160%	\$113,120	\$481,907	
170%	\$120,190	\$512,385	

255%	\$180,000	\$768,949	Average Single Family Home Price in GWS
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Percent AMI	Income (4 person HH)	Affordable Home Price
30%	\$26,490	\$106,798
50%	\$44,150	\$188,180
60%	\$52,980	\$226,247
80%	\$70,640	\$300,945
100%	\$88,300	\$376,719
110%	\$97,130	\$413,352
120%	\$105,960	\$449,626
140%	\$123,620	\$527,192
150%	\$132,450	\$564,183
160%	\$141,280	\$601,174
170%	\$150,110	\$638,882
204%	\$180,000	(average single family home price) \$768,949

*Affordable home price calculated using Colorado Housing and Finance authority mortgage calculator.

<https://www.chfainfo.com/homeownership/mortgage-calculators>

Assumptions include \$300-\$600 monthly debt, 5% Down Payment, 30 year loan at 3.5%.



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item:	Code Enforcement Philosophy
Action Requested:	Direction Regarding Code Enforcement for Community Development and Public Works
Department:	City Administration
Presented By:	Jenn Ooton, Matthew Langhorst
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Included in the 2022 Budget is a shared position between Community Development and Water/Wastewater Departments for the enforcement of our Fats, Oils and Grease regulations (FOG), watering restrictions and schedule matters, backflow inspection regulations per State requirements, and Community Development violations (such as zoning violations and violations of the property maintenance code). Staff requested this Neighborhood Services position because we are increasingly seeing complaints related to RV camping on commercial lots, home business complaints including large commercial vehicles operating out of residential homes, businesses operating without a business license, property maintenance concerns such as tarps being used as roofing material, temporary sales permits, residents watering off schedule and FOG reports. Due to the nature of the other daily work that Planners, Building Inspectors and Water/Wastewater Department employees are tasked with; documenting, sending violation letters and following up on these complaints can be a drawn-out process. With a person focused on this type of work, addressing resident complaints will be more timely and effective. Additionally, the Water and Wastewater Divisions do not have a person to focus on water restriction complaints, temporary hydrant construction water meter checks, and backflow preventer compliance. That means that often these duties fall to Mike Hoffman and Matt Langhorst.
Issues:	By hiring a Neighborhood Services Specialist to focus on these issues, enforcement will be increased. Staff wants to understand City Council's comfort level with increased enforcement before hiring for this position.
Fiscal Impact:	This position is included within the 2022 Budget.
Legal Review:	Code changes in the General Penalty section of the Municipal Code will likely be required for this position to be able to write tickets.
Staff Recommendation:	Staff is seeking Council direction.



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item: Sustainable Strategies Presentation

Action Requested: NA

Department: City Administration

Presented By: Debra Figueroa

Strategic Goals:

- Provide Efficient and Responsive City Government
- Protect and Preserve our Quality of Life
- Generate Sustainable Economic Development
- Ensure Public Safety
- Preserve and Improve Infrastructure

Background Info: The City has been working with Sustainable Strategies since the end of 2016. During that time, they have assisted us with leveraging more than \$20 million in federal, state and local funding that has touched and improved almost all areas of our community. Ashley Badesch, a Principal at Sustainable Strategies, will explain how our lobbying and grant writing process generally works and discuss with City Council current priorities.

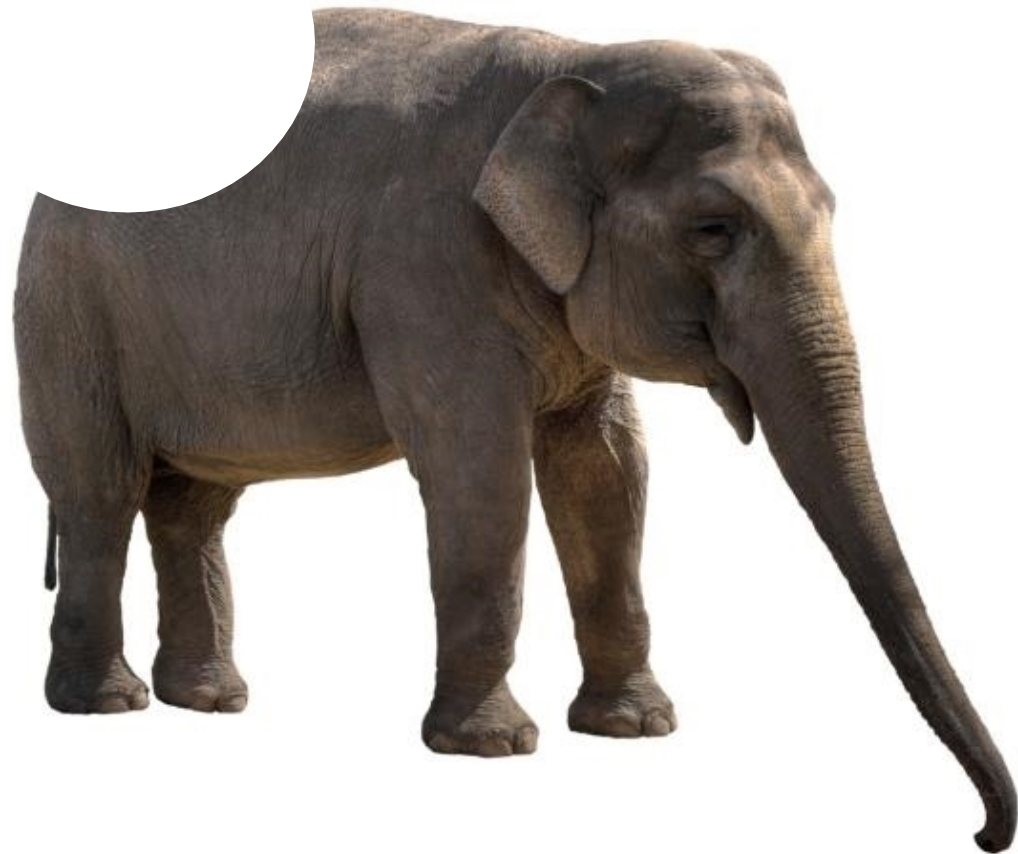
Her presentation will be added to the public packet when it is available.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



HOW TO EAT AN ELEPHANT

Organizing for Effective
Resource Advocacy

Presentation to Glenwood
Springs City Council

4/21/22

ABOUT SUSTAINABLE STRATEGIES DC

- Helps communities obtain resources for revitalization and key priorities
- Combines strategic consulting with effective grant-writing and strong advocacy at the federal, state, and philanthropic levels
- Focuses on local governments
- At the forefront of national efforts to shape and promote an agenda for municipal funding (e.g., pandemic response)
- Have aided clients in securing approximately \$5 billion in resources since 2012; including more than \$14 million for Glenwood Springs since 2016
- Ashley Badesch opened Western Office in Denver in 2020



Areas of Expertise

Infrastructure

Economic Development

Public Safety

Environment/
Stormwater

Smart Growth

Community Health

Arts/Culture

Local Food

Historic Preservation

Workforce Development

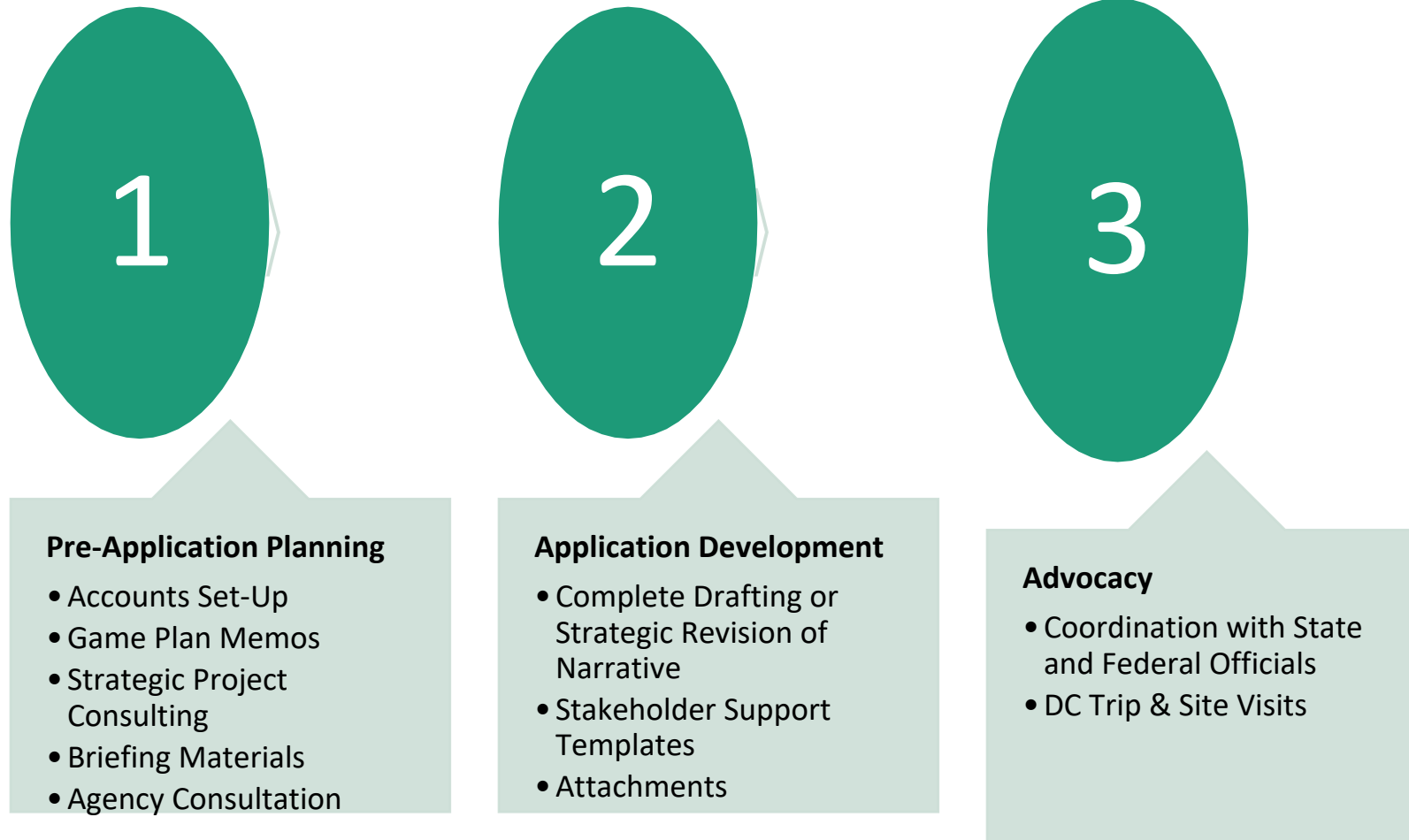
Opportunity Zones

Overall Client Services Approach

- Community assessment and strategy session to understand funding needs
- Resource Roadmap development to identify funding opportunities and plan ahead
- Grant-writing and support on multiple 12+ grant opportunities annually
- Monthly conference calls
- S2 Spotlight and Client Alerts with key updates and information
- Client services manager to provide direct support
- Political advocacy

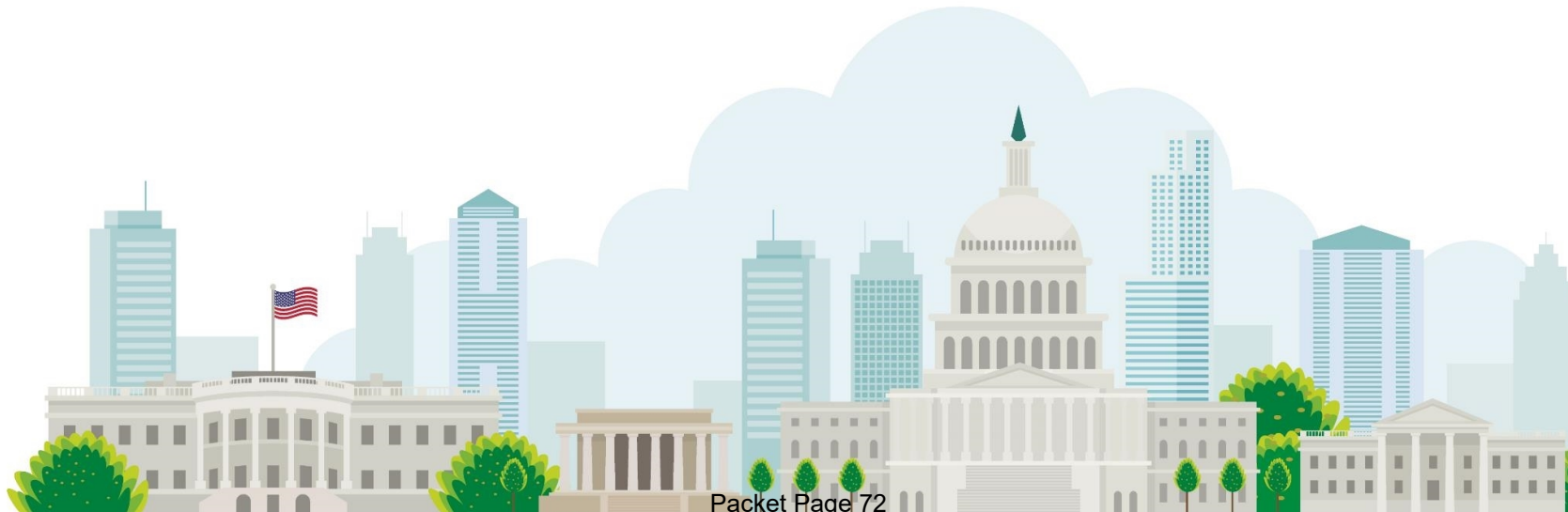


Grant-Writing Process



Legislative Approach

- Robust experience with federal advocacy
 - Strong relationships with Connecticut delegation, ranking members, and committee chairs
 - At the forefront of national local government advocacy efforts
- Supports Glenwood Springs with:
 - Developing political strategy to secure critical backing for grant requests
 - Drafting letters to delegation to express needs
 - Scheduling meetings on the Hill (or virtually)
 - Arranging site visits for key projects (or virtual tours)
 - Preparing talking points and briefing sheets





Robust Strategic Support

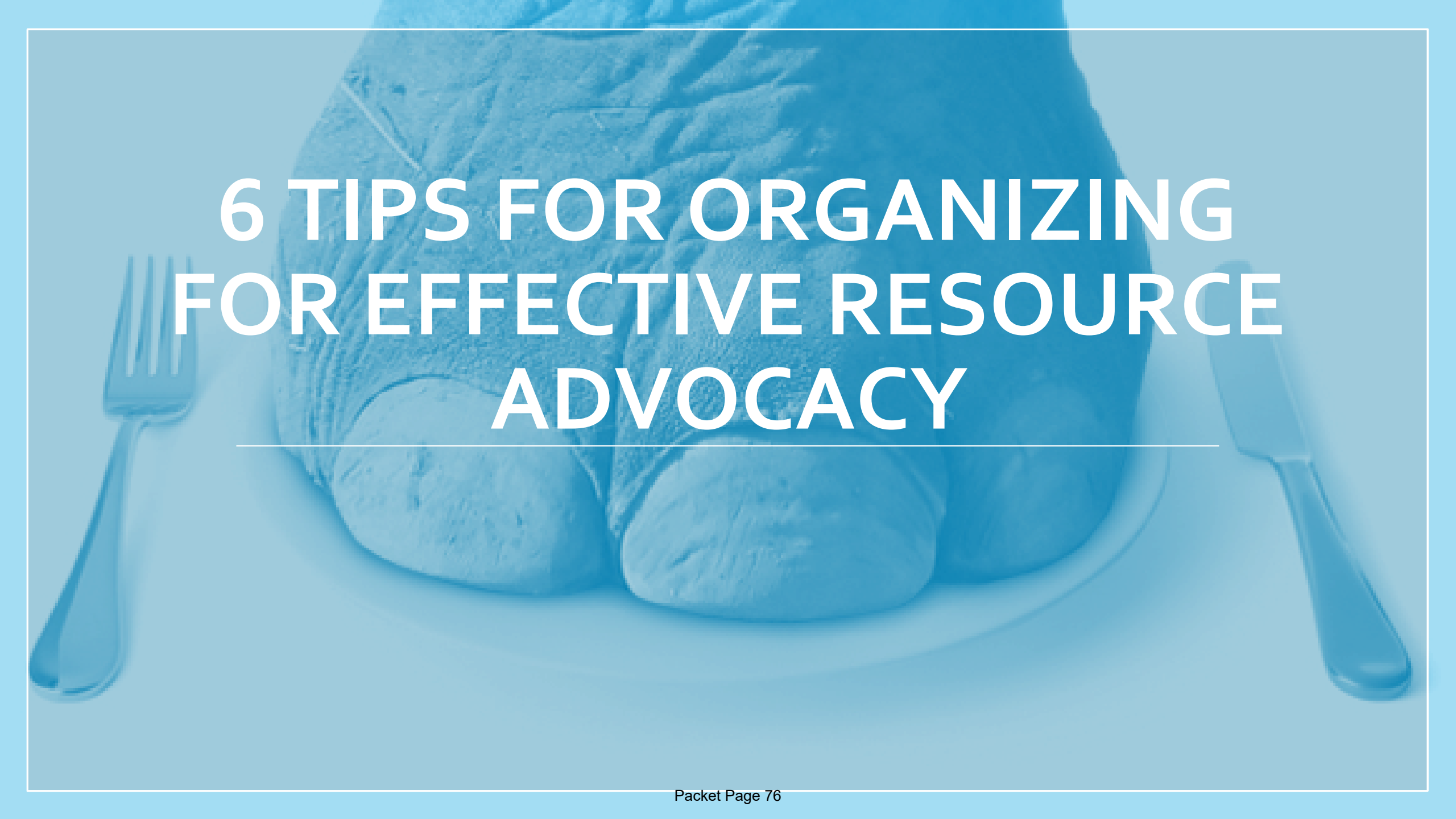
- Connects Glenwood Springs with best practices from national experts and associations
- Provides opportunities for participation in coalition-based advocacy
- Provides grant-writing and advocacy assistance to partner organizations with shared goals as directed by client
- Connects local leadership with opportunities to present and network at national and regional conferences

What do each of these have in common?



COMMUNITY PROJECTS HAVE LAYERS

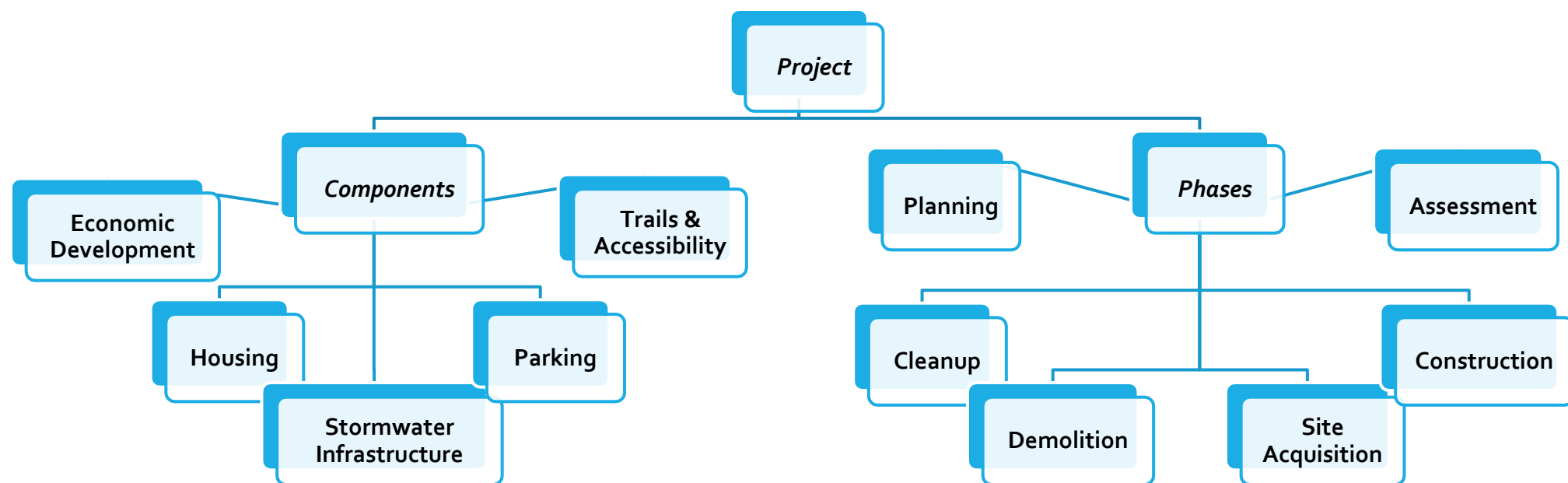




6 TIPS FOR ORGANIZING FOR EFFECTIVE RESOURCE ADVOCACY

1. PREPARE AN ANNUAL FUNDING STRATEGY

- Establish project task force
- Engage community early
- Identify priority projects that connect to a broader community vision
- Break projects down into components and phases
- Identify 5-10 grant opportunities your community will pursue



2. DO YOUR HOMEWORK

- Estimate costs for each key component and phase to develop scope and budget
- Develop briefing sheets for each priority
- Identify best mix of funding sources for each



3. PLAN FOR COST-SHARING

- Matching/cost-sharing funds are critical
- Plan budget well in advance of the funding application
- Secure commitments early, even if contingent upon the receipt of a future grant or loan
- Consider non-financial or in-kind resources



4. PROACTIVELY APPROACH GRANT-WRITING

- Determine the best local agency or other entity to be the lead applicant.
- Confirm matching and leverage commitments.
- Confirm key application partners.
- Create support letter templates.
- Develop & use renderings, charts, and other visual designs to provide context .
- Confirm a theme.
- Tell a story.
- Be shovel ready!
- Address zoning, permitting, and approvals.
- Manage and remove risks.
- Plan for sustainability.
- Seek debriefs on unsuccessful applications.

5. ADVOCATE

- Build support among state officials
- Engage relevant federal agency and program officials before asking them for \$
- Plan and conduct visits to funder HQs (Washington DC) and regional offices (typically Denver)
- Invite funders for site and project tours
- Host collaborative roundtables and project workshops



Prepare your elevator pitch!

6. CELEBRATE SUCCESS



- Success breeds success
- Invite funders, federal and state elected officials, and other key stakeholders, to groundbreakings and ribbon-cuttings
- Send thank you letters directly to agency and legislative officials
- Publicly thank your funders



Success in Glenwood Springs
More than \$14 Million over 5 Years

Organizing for Advocacy – Current Projects

- Earmarks
 - South Bridge
 - \$1 million in THUD funds last year
 - Request for an additional \$2.1 million in THUD funds this year
 - Arts Center Rehabilitation
 - \$1.96 million Community Arts Center Historic Building Rehabilitation project
- US DOT RAISE Grant
 - \$6 million for SH82 and 27th Street Underpass
- US DOT Rural Transportation
 - Request for approx. \$33 million



Thank you!

Questions?



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item: April 7, 2022 Council Minutes

Action Requested: April 7, 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
APRIL 7, 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

Item 6. :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; Steve Boyd, Chief Operating Officer, 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.

Item 7. :00 Pledge of Allegiance

Mayor Godes led the Pledge of Allegiance.

Item 8. :00 Agenda Changes or Conflicts

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

Item 9. :00 Citizens Appearing Before Council

Citizen comments were made.

Comments were made by Mayor Godes and Councilor Hershey.

Item 10. :03 Council Comments

Comments were made Mayor Pro-Tem Willman.

:03 Councilor Wussow moved, seconded by Councilor Dehm, to write a letter of support to CML for Mayor Pro-Tem Willman's reappointment.

Motion passed unanimously.

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

Item 11. :08 Proclamation on Parkinson's

Comments were made by Mayor Godes.

Item 12. :10 Proclamation on Child Abuse Awareness Month

Comments were made by Mayor Pro-Tem Willman, Mayor Godes and Assistant Executive Director of River Ridge Regional Center Mary Cloud.

Item 13. :14 Consent Agenda

:14 Councilor Kaup moved, seconded by Councilor Wussow, to approve Consent Agenda minus item g.

Motion passed unanimously.

:15 Ordinance 2022-05; Amending Sections in Title 090 Public Lands,
Second Reading

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

:20 Mayor Pro-Tem Willman moved, seconded by Councilor Hershey, to approve Ordinance 2022-05; Amending Sections in Title 090 Public Lands, Second Reading.

Motion passed unanimously.

Item 14. :20 Planning and Zoning Commission Appointments

:20 Councilor Dehm moved, seconded by Mayor Godes, to appoint current alternate Commissioner Hardcastle as a permanent Commission member to the Planning and Zoning Commission, and appoint applicant April Davey to the Planning and Zoning Commission, as an alternate.

Motion passed unanimously.

Item 15. :22 Financial Advisory Board Appointment

:22 Councilor Stepp moved, seconded by Councilor Kaup, to appoint Spencer Graff to the Financial Advisory Board.

Motion passed unanimously.

Item 18. :23 Department of Natural Resources Presentation on the South Canyon Project

Senior Project Manager for Colorado DRMS-IMRP Tara Tafi, presented.

Comments were made by Mayor Godes, Senior Project Manager for Colorado DRMS-IMRP Tara Tafi, Councilor Stepp, Councilor Kaup, and City Manager Debra Figueroa.

:42 Councilor Dehm moved, seconded by Councilor Wussow, to move forward with the Department of Natural Resources presentation and the plans they have out laid in front of Council.

Motion passed unanimously.

Item 19. :43 Sopris View Project Update and Trail System

City Attorney Karl Hanlon and Councilor Kaup, presented.

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

1:11 Mayor Godes opened public comment.

Public comment was taken.

1:15 Mayor Godes closed public comment.

Comments were made by Mayor Pro-Tem Willman.

1:17 Mayor Pro-Tem Willman moved, seconded by Councilor Hershey, to adopt the staff recommendation of not moving forward at this time as it is not a Council priority.

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

Ayes: Willman, Godes, Dehm, Hershey

Nays: Wussow, Stepp, Kaup

Motion passed 4-3

1:38 Councilor Kaup moved, seconded by Councilor Stepp, to ask staff to solicit proposals for design.

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

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

Nays: Hershey

Motion passed 6-1

Item 20. 1:42 7 Party Memorandum of Understanding Regarding Garfield County Senior Programs

Parks and Recreation Director Brian Smith and Senior Programs Manager for Garfield County Department of Human Services Judy Martin, presented.

Comments were made by Councilor Stepp, Parks and Recreation Director Brian Smith, Senior Programs Manager for Garfield County Department of Human Services Judy Martin, City Manager Debra Figueroa, and Mayor Pro-Tem Willman.

1:52 Mayor Pro-Tem Willman moved, seconded by Mayor Godes, to approve Fifty-one thousand, Eight hundred Forty-eight dollars.

Motion passed unanimously.

1:52 Recess

Item 21. 2:00 Inflation Update and Employee Retention

Chief Operating Office Steve Boyd, presented.

Comments were made by Councilor Stepp, City Manager Debra Figueroa, and Mayor Pro-Tem Willman.

2:12 Mayor Pro-Tem Willman moved, seconded by Councilor Dehm, to approve the five percent increase in pay for staff.

Comments were made by Councilor Hershey, Councilor Wussow, Mayor Godes, Parks and Recreation Director Brian Smith, and Councilor Stepp.

Motion passed unanimously.

Item 22. 2:19 Ordinance 2022-13; Amending Municipal Court Provisions (FIRST READING)

City Attorney Karl Hanlon, presented.

2:20 Mayor Godes opened public comment.

No comments were made.

2:20 Mayor Godes closed public comment.

2:20 Councilor Kaup moved, seconded by Councilor Wussow, to approve Ordinance 2022-13; Amending Municipal Court Provisions.

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

Motion passed unanimously.

Item 23. 2:21 Ordinance 2022-14; Financing of the Electric Operation Center

City Attorney Karl Hanlon, presented.

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

2:25 Mayor Godes opened public comment.

No comments were made.

2:25 Mayor Godes closed public comment.

2:25 Mayor Pro-Tem Willman moved, seconded by Mayor Godes, to approve Ordinance 2022-14; Financing of the Electric Operation Center.

Motion passed unanimously.

Item 24. 2:26 Report from Administration

City Manager

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

City Attorney

Comments were made by City Attorney Karl Hanlon.

Correspondence Incoming/Outgoing

Comments were made by Mayor Pro-Tem Willman.

2:30 Mayor Pro-Tem Willman moved, seconded by Mayor Godes, for the City Attorney to send a letter to Governor Polis encouraging a veto on House Bill 22-1024.

Motion passed unanimously.

Item 25. 2:30 Adjournment

2:30 Councilor Hershey moved, seconded by Councilor Dehm, to adjourn.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item:	Resolution 2022-19; Police Department Fees
Action Requested:	Approve updated administrative fee schedule
Department:	Police Department
Presented By:	Bill Kimminau
Strategic Goals:	Ensure Public Safety Provide Efficient and Responsive City Government
Background Info:	The Glenwood Springs Police Department charges fees to offset the cost of administration for services provided to individual residents including Certified Vehicle Identification Number (VIN) inspections and body camera footage requests needing redaction prior to release. These fees have not been updated for several years and the cost of staff time to service an individual's request is exceeding the Department's cost. 1. Certified VIN inspections will increase from \$20 to \$50 per vehicle as it requires staff to attend training and manage a certification. 2. When the Police Department releases footage from body worn cameras mandated by Senate Bill 217 the video must first be redacted to eliminate certain identifiable details of individuals and vehicles that are not directly related to the particular call being requested. This process is labor intensive and hard costs are incurred for technology including software to facilitate the redaction.
Issues:	Fees need to be increased to cover the agency's cost of service and remain somewhat consistent with peer agencies.
Fiscal Impact:	Certified VIN inspections will increase from \$20 to \$50 to offset the cost of required training and ongoing certification. The department would like to implement a refundable fee of \$50 that would not be returned in the event the service is provided but the footage is never picked up or paid for. This deposit will discourage illegitimate submittals while still offering the service for responsible requests. These fees are collected in the General Fund and considered nominal as the total is less than \$10,000 per year.
Legal Review:	
Staff Recommendation:	Approval of fee changes.

RESOLUTION 2022-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, AMENDING
POLICE DEPARTMENT ADMINISTRATIVE FEES.**

WHEREAS, City staff recommends, and City Council agrees, that amending the Glenwood Springs Police Department administrative fees as described on **Exhibit A** addresses certain operational needs of the Police Department, the needs of the community, and the needs of the City, and;

WHEREAS, City Council finds that the updated City of Glenwood Springs Cemetery Rules and Regulations and the fees set forth on **Exhibit A** is necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the amended administrative fees for the Glenwood Springs Police Department as set forth on **Exhibit A** attached hereto and incorporated herein, effective _____, 2022.

INTRODUCED, READ, AND PASSED THIS 24TH DAY OF APRIL 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

Police Department Fee Schedule

Vehicle Inspection Number (VIN) Inspection	\$20.00
Certified Vehicle Inspection Number (VIN) Inspection	\$50.00
Fingerprints	\$20.00
Clearance Letter	\$15.00
Records	\$15.00 + \$0.25 per page
Bike Registration	Free
Dog Tag	\$5.00
Tape/Disk/CD	\$10.00
Video Redaction	\$20.00 per hour after 1st hour **
	**requires \$50.00 deposit



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item:	Resolution 2022-18; Approving an Updated Glenwood Meadows Metropolitan District #3 Debris Pond Maintenance Memorandum of Understanding
Action Requested:	Approval of Resolution 2022-18; Approving an Updated Glenwood Meadows Metropolitan District #3 Debris Pond Maintenance Memorandum of Understanding
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Ensure Public Safety
Background Info:	The City of Glenwood Springs has been a participant of a joint Memorandum of Understanding (MOU) between the City, Glenwood Meadows Metropolitan District No.1 and Glenwood Meadows Metropolitan District No.3 since 2009. The City and the Metro District agree that the conditions of the debris ponds and the maintenance of those ponds will still fall under Glenwood Meadows Metropolitan District No.3 responsibility, but the stipulations for that maintenance need to be updated. Staff and Glenwood Meadows Metropolitan District No.3 have agreed to the updated language within the attached MOU and would like council approval of the resolution to put it into effect.
Issues:	None at this time.
Fiscal Impact:	None to the City.
Legal Review:	Council has reviewed and provided the attached Resolution for approval.
Staff Recommendation:	Staff is Recommending Approval of Resolution 2022-18; Approving an Updated Glenwood Meadows Metropolitan District #3 Debris Pond Maintenance Memorandum of Understanding

Glenwood Meadows Metropolitan District #3

710 East Durant Avenue, Unit W-6

Aspen, CO 81611

Phone (970) 925-9046

Fax (970) 925-1162

April 14th, 2022

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

Re: Amended and Restated Memorandum of Understanding of the Glenwood Meadows Debris Ponds

Dear Ms. Figueroa:

This Amended and Restated Memorandum of Understanding describes current and proposed maintenance obligations over the next 10 years for the Glenwood Meadows Debris Ponds and structures. It has been more than 15 years since the ponds were completed and there have been a number of debris flow events over that time period. This information provides some guidance to establish how ongoing maintenance will be accomplished in the future. Debris events over the life of the project will be varied, depending on storm events intensity and quantity, as well as spring runoff amounts. The volumes to be removed from the ponds will obviously vary with these events and will randomly accumulate over time. The recent history has produced numerous smaller events and debris removal has been limited. This will likely be typical for the majority of the life of the ponds. As such, we have prepared this document to propose operation and maintenance changes to the current maintenance plan.

Summary of Recent Maintenance Activities:

From 2005 to 2020, there have been several debris flow events with some accumulation beyond the 2-foot marks. Some localized debris flow events have placed debris in excess of 2-ft in some locations that do not impact the depth indicators. From 2005 to 2020, there have been several debris removal events that have occurred in Glenwood Meadows Ponds (map attached). These removals excavated several feet of debris which has been placed in various locations to increase stability of the existing berms. The areas have been re-vegetated and have generally restored well since the construction.

In 2014, there was also some re-grading within Glenwood Meadows Basin 1 was addressed to rebuild an area that was settling and affecting the stability of the berm. There has also been some maintenance work to maintain positive drainage through the west side of the basin to the outfall pipe. Surveys and LIDAR evaluations were also conducted on Basins 1, 2, and 3 to determine the capacities based on the original design volumes. At that time, it was noticed that the berms' heights had settled in several locations, reducing the full capacity of the ponds and or freeboard. Over time, it is expected that the basins may require additional grading adjustments to accommodate the changes resulting from occurring debris flows, settlement and erosion.

Sincerely,

Glenwood Meadows Metropolitan District No. 3

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

This Amended and Restated Memorandum of Understanding ("AMROU") is made as of _____ 2022, and amends the Memorandum of Understanding ("MOU") of January 1, 2009, between The City of Glenwood Springs ("City") and Glenwood Meadows Metropolitan District No. 1 ("District") pursuant to the authorization provided in Section 3.11 of the Intergovernmental Agreement for Public Improvements dated as of July 29, 2004 ("IGA") between the City, the District, and Glenwood Meadows Metropolitan District No. 3 (collectively, the "IGA Parties"); shall be implemented in general conformance with the terms of the IGA, except for any inconsistencies between the provisions of this AMROU and the IGA which shall be governed by the terms of this AMROU; and sets forth the responsibilities of the City and the District pertaining to debris flow management for property at Glenwood Meadows development.

OBLIGATIONS OF GLENWOOD MEADOWS METROPOLITAN DISTRICT:

1) Inspection.

a) *Periodic Inspection.* The debris flow basins shall be inspected by the District the first week in May. They shall also be inspected by the District within forty-eight (48) hours after any significant precipitation event that is believed to have had the potential to result in mud and/or debris accumulation in the basins. These events would be evidenced by other debris flows in the area such as on Midland Avenue. At each inspection, the person responsible for inspecting the basins shall record the depth of mud/debris accumulation as measured at each of the mud depth indicators. The inspector shall also record comments describing any noted changes in mud/debris accumulation since the last inspection, the condition of the access roads, any ponding in the basins, any deficiencies noticed in outlet or overflow pipes, and any other maintenance noted to be necessary. Reports of each periodic inspection shall be delivered to the City.

b) *Annual Inspection.* On an annual basis (between September 1 and September 31), an inspection of the debris flow management structures shall be made by a Colorado registered professional engineer, who shall file a written report of the inspection with the District and the City.

The inspection and report shall comment on the structural condition of earthen berms, the capacity of the basins, and the condition of any release structures and appurtenant storm water conduits. The report shall also recommend any maintenance that is necessary as well as, recommend a schedule for performing that maintenance. If maintenance is recommended, follow-up review shall be noted in the next annual report of the completed activities.

c) *Revegetation Inspection.* Embankment slopes inside and outside the debris basins shall be monitored periodically by the District to gauge the success of revegetation measures. Areas that are noted to be deficient in successful revegetating will be added to the maintenance items required during that year.

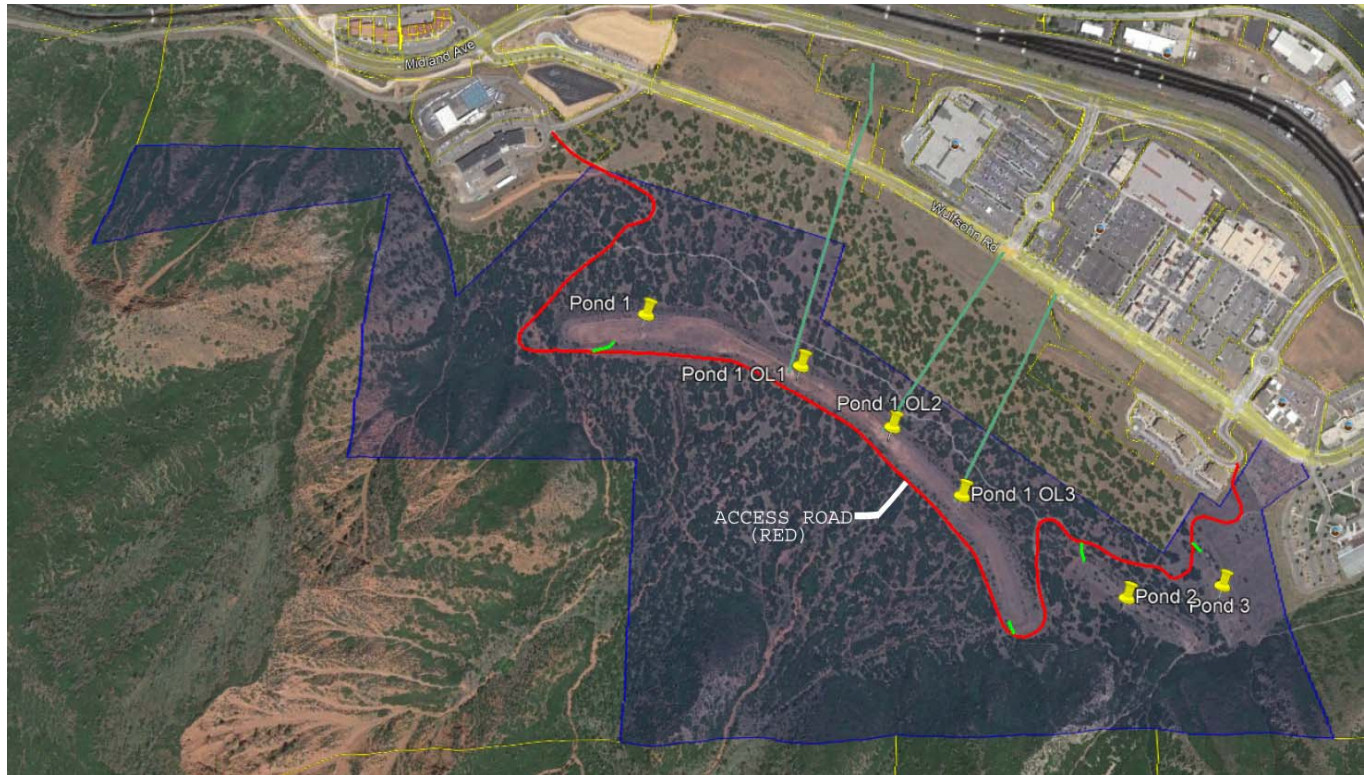
2) *Maintenance.* Maintenance shall be performed by the District as necessary, including all repair, replacement, and mud/debris removal, as may be necessary, to assure the operational integrity of the debris flow management structures.

a) *Mud and Debris Removal.* Mud and debris accumulation should be removed from the basins as needed to maintain the capacity of the basins to their design volume. Design volume may need adjustment from time to time based on changes in the vegetation and flow paths. This capacity can be achieved by generally removing mud or debris accumulation down to the zero-depth level on the depth indicators in the basins or by maintaining the height of the berms in the case of settlement or erosion. Whenever mud and/or debris has accumulated to a depth of two (2) feet or more in any part of any of the basins, removal should be undertaken as soon as trucks and removal equipment are available to safely access the basin. Additionally, areas that are identified as being settled, may need to have work to restore heights to the original design to maintain a minimal design volume. Excess debris may be placed adjacent to the ponds and berms as required and approved through the City's Grading Permit process. If debris placement covers an existing trail, the trail shall be reestablished to the satisfaction of the City Parks Department. Trail areas shall remain the responsibility of the City, other than for the short terms that trails may be modified by pond maintenance activities. These activities will also be monitored with the grading permit application process.

b) *Release Structures.* Any maintenance activities necessary to restore or preserve the integrity of the basin release structures shall be performed in a timely manner to ensure that storm water is released

from the basins at the rate at which it was designed and does not remain in the basins beyond the design parameters for any extended period of time. This obligation includes the basin release piping from the debris ponds through City-owned property.

c) *Access Roads.* Maintenance of access roads shall be performed, as necessary, to preserve access to the basins for periodic inspections and for removal of mud and debris accumulations from the basins. It is anticipated that mud and debris flows will affect the access road requiring periodic grading, filling or mud and debris removal to restore the usability of the access road when pond maintenance operations are underway. It is understood that trail operations on the access road may require maintenance at other times during the year and is the responsibility of the City.



Metro District Debris Ponds, Access Road Locations (Red & Green) and Piping(Light Green)

d) *Revegetation and Erosion Control.* Supplemental reseeding or other slope stabilization measures shall occur to achieve the desired slope stabilization. Silt fences or other erosion control products should be installed and/or maintained until permanent vegetation has been established to stabilize slopes. Seed mixes for revegetation shall be approved as part of the grading permit approval. Trees growing within the pond embankments shall be reviewed and flagged for removal, if it is determined by a Colorado Registered Professional Engineer that the tree root structure may have a detrimental impact to the embankment.

e) *Trails.* Any trails that are impacted by debris placement activities shall be replaced to existing or better condition upon completion of activities. Trails that may be impacted during maintenance will be requested to be closed during the maintenance operation. This will be reviewed by the City during the grading permit review.

ANTICIPATED FUTURE MAINTENANCE NEEDS:

1) It is expected that some debris flows may circumvent or flow through the debris ponds for extraordinary events and normal course of the debris flow channels. It is understood that these areas outside of the debris basins and beyond the access roads, both upstream and downstream, may need to be modified or maintained by the City for impacts to City facilities (including trails) during the course of operation of the debris structures. If it is determined that an upstream channel has changed direction and caused downstream flows to be diverted around a debris pond, the District will consider remedies that would attempt to redirect the flows back into the pond within the normal maintenance schedule, or present information on why the redirection is not reasonably possible.

2) *Debris Placement Locations.* The District has reviewed the site and identified locations that may require modification from time to time and areas that would benefit from placement of accumulated, dried debris. On the attached maps, the District has identified several locations for fortifying the existing basins and for placement of excess debris flow material. These areas may include the debris pond berms, adjacent areas to the berms, and a couple of areas above the berms, but out of debris flow paths. The District will work with the City to determine disturbance areas that will minimize visual or other concerns the City may have. Figure 1 identifies the basins and the debris placement areas.

All disturbed areas associated with this fill will be revegetated with native species approved with the City grading permit. All fill will be controlled fill with 95% compaction and moisture content within 5% of optimum. Drying of material, if required, will be achieved within the debris basin associated with the removal. Fills will be benched into the existing berm and will be tapered into the existing berm at the start and end of each section to be filled. All placements greater than 50cy or disturbance of 200sf, will require a Grading Permit through the City. Compaction testing and notification will be as required, per the City grading permit.

It is important to note that, based on the debris flows to date, areas of fill placement will be small and the areas of disturbance will be limited to as small of an area as reasonably possible, to avoid visual disturbance. The areas shown are very large areas to allow long-term placement over the life of the basins. Permits will be required to be obtained from the City, pursuant to City Code prior to any placement of material.



Figure 1

3) *Areas B and E - Debris Pond Berms.* The debris ponds were constructed with slopes as steep as 1.75:1 and there were significant fills to create the berms that have settled and eroded over time. It is necessary and would be beneficial to fortify the slopes of the berms and restore the height of the berms to the design elevations. The Metro District would propose that some of the debris flow material be available to accomplish the berm heights and fortifying the downhill slopes. At the present time, there is material that needs to be removed from the ponds that would be available to reinforce proposed sections of berm that have been identified where the berm heights have settled or where the berm slopes would be reinforced with a gentler slope as depicted in Figure 1. Figure 1 below shows a typical section of what is proposed. A Grading permit will be required to be obtained from the City, pursuant to City Code prior to any placement of material.

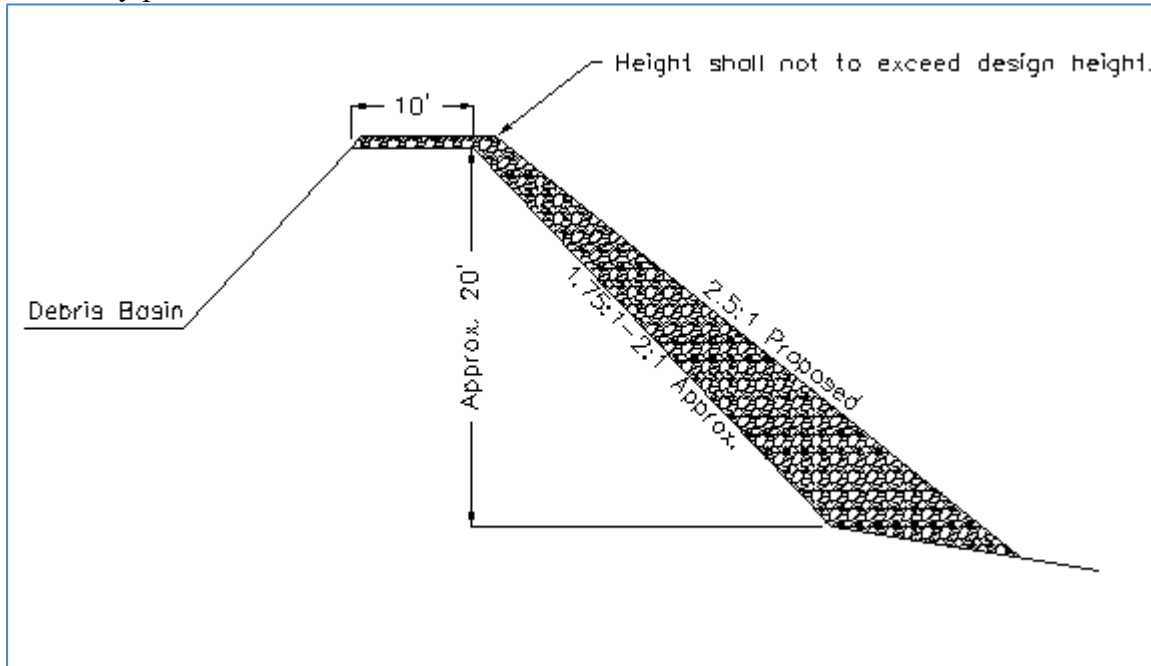


Figure 2

4) *Area D – Adjacent to Debris Ponds 1 and 2.* This is a small area between the access road to Basin 1 and Basin 2. This is a field area that could be filled down from the road to the top of Basin 2. This area would only be used in the event of a significant debris flow. If this were to occur, the Metro District would propose what area would be disturbed when the debris volume is determined. A grading permit will be required to be obtained from the City, pursuant to City Code prior to any placement of material.

5) *Areas A and C – Above Debris Pond 1.* These areas are located above Debris Basin 1 and will be formed to match into the surrounding terrain as well as match into steeper areas of Red Mountain. These are flatter areas out of the main debris flow channels and could be shaped to match into the surrounding terrain. The District would propose that these areas are filled in sections minimizing fills to 1-ft to 2-ft. Slopes would be no steeper than 3:1. The Metro District would propose that when debris needs to be removed from the ponds, a proposed section of this area would be identified where placement would occur.

The areas shown are very large areas to allow long-term placement over the life of the basins. A Grading Permit will be required to be obtained by the City, prior to any placement of material.

6) *Offsite Removal.* Another option that could be considered is removal from the site. The impacts to local roads, availability and impact to a disposal site, debris removal location, and associated costs

will all be factored into this option as well as the other options for removing debris from the Basins.

CITY OBLIGATIONS:

The Roaring Fork Transit Authority (RFTA) or successors in interest, will take full responsibility for maintenance and operation of the debris flow basin located immediately uphill from Garfield County Parcel 218506436001. This basin and the properties protected by it is not part of the District. RFTA or successors in interest will also be responsible for flows outside of the debris basins, excluding the access roads for basin maintenance.

COST ALLOCATION:

1. All costs of operation, maintenance, repair and replacement of the debris flow management structures (collectively, "Costs") shall be paid for proportionately, based upon the protected land and improvements of the City, other governmental or quasi-governmental entities, and the Glenwood Meadows Metropolitan Districts 2 and 3. Costs shall be funded by assessment to all protected land, including all property within Glenwood Meadows Metropolitan Districts 2 and 3, the City's Community Center, other governmental or quasi-governmental entity lands and improvements below the debris flow structures operated by the District and above Midland Avenue, specifically excluding Parcels: 218505336002, 218505336004, 218506436005 and Tracts A, B, C, D & E of the Glenwood Meadows No. 2 Subdivision, based on actual values determined by the Garfield County Assessor in accordance with Colorado Revised Statutes. In the event the Garfield County Assessor fails to determine actual values for any protected properties, the City and the District shall request that the Assessor determine actual values in a timely fashion. If the Assessor refuses to determine actual values, then the City and District shall determine actual values for protected properties consistent with the standards outlined by the Colorado Revised Statutes. Commencing in the 2009 fiscal year, the District shall assess an annual operating mill levy or fee in lieu of mill levy equal to not more than 5 mills based on actual and assessed values. Assessments shall be billed on any date on or before December 31st of each year and shall be payable 30 days after the billing date.
2. The District shall have the right to establish and hold a reserve of such assessments equal to not less than the estimated costs to clean up after a 20-year debris flow event. The maximum permitted mill levy or fee in lieu shall be assessed to all properties, until such time as such reserve is established or additional cost information can be determined.

GENERAL PROVISIONS:

1. All operating responsibilities and payment obligations hereunder commenced as of January 1, 2009.
2. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the City or the District would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended, or any of the limitations, defenses or protections provided thereunder.
3. It is expressly understood and agreed that the City's and the District's performance hereunder is subject to appropriations being made by each of the governing bodies of the parties to this AMROU. In the event either of the parties fails to make or maintain sufficient appropriations to pay any costs incurred under this AMROU, the other party may suspend its performance hereunder, until payment has been received for any outstanding amount and/or sufficient appropriations have been made to pay for future costs.
4. Any failure of either party to perform in accordance with the terms of this AMROU shall

constitute a violation of the AMROU. Upon service of written notice and failure to cure such violation within ten business days thereafter, the non-violating party may suspend its performance under this AMROU and exercise all legal remedies available, including specific performance. The parties agree to resolve disputes through mediation prior to litigation.

5. This AMROU may be terminated by agreement in writing signed by each of the parties.
6. The terms, duties and obligations of this AMROU shall not be amended, assigned or delegated, except with the express prior written consent of each of the parties; provided however, that either party may engage contractors or consultants to perform such party's obligations hereunder.

CITY OF GLENWOOD SPRINGS, COLORADO

Dated: _____ By: _____
Debra Figueroa, City Manager

Attest: _____, City Clerk.

GLENWOOD MEADOWS METROPOLITAN DISTRICT NO. 3

Dated: _____ By: _____
Michael C. Maple, President

Attest: _____, City Clerk.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of January 1, 2009, between the City of Glenwood Springs ("City") and Glenwood Meadows Metropolitan District No. 1 ("District") pursuant to the authorization provided in Section 3.11 of the Intergovernmental Agreement for Public Improvements dated as of July 29, 2004 ("IGA") between the City, the District and Glenwood Meadows Metropolitan District No. 3 (collectively, the "IGA Parties"); shall be implemented in general conformance with the terms of the IGA, except for any inconsistencies between the provisions of this MOU and the IGA which shall be governed by the terms of this MOU; and sets forth the responsibilities of the City and the District pertaining to debris flow management for property at Glenwood Meadows development.

DISTRICT'S OBLIGATIONS:

1. Inspection.

(a) *Periodic Inspection* - The debris flow basins shall be inspected by the District each spring in April, or after the last snowmelt event of the winter. They shall also be inspected within forty-eight (48) hours after any significant precipitation event that is believed to have had the potential to result in mud and/or debris accumulation in the basins. If there are no significant precipitation events in the two (2) month periods prior to June 1, August 1 or October 1, then an additional inspection shall be conducted during each of those months. At each inspection, the person responsible for inspecting the basins shall record the depth of mud/debris accumulation as measured at each of the mud depth indicators. The inspector shall also record comments describing any noted changes in mud/debris accumulation since the last inspection, the condition of the access roads, any ponding in the basins, any deficiencies noticed in outlet or overflow pipes, and any other maintenance noted to be necessary. Reports of each periodic inspection shall be delivered to the District.

(b) *Annual Inspection* - On an annual basis (between October 15 and November 15), an inspection of the debris flow management structures shall be made by a Colorado registered professional engineer, who shall file a written report of the inspection with the District. The inspection and report shall comment on the structural condition of earthen berms, the capacity of the basins, and the condition of any release structures and appurtenant storm water conduits. The report shall recommend any maintenance that is necessary and shall recommend a schedule for performing that maintenance. If maintenance is recommended, a follow-up report shall be prepared and filed with the District within thirty (30) days of completion of the work, certifying that all necessary maintenance has been performed.

(c) *Revegetation Inspection* - Embankment slopes inside and outside the debris basins shall be monitored periodically by the District to gauge the success of revegetation measures.

2. Maintenance. Maintenance shall be performed by the District as necessary, including all repair, replacement, and mud/debris removal as may be necessary to assure the operational integrity of the debris flow management structures.

(a) *Mud and Debris Removal* - Mud and debris accumulation should be removed from the basins as needed to maintain the capacity of the basins to their design volume. Design volume may be adjusted from time to time based on changes in the vegetation and stability of the drainage basins. This capacity can be achieved by generally removing mud or debris accumulation down to the zero depth level on the depth indicators in the basins. Whenever mud and/or debris has accumulated to a depth of two (2) feet or more in any part of any of the basins, removal should be undertaken as soon as trucks and removal equipment are available to safely access the basin.

(b) *Release Structures* - Any maintenance activities necessary to restore or preserve the integrity of the basin release structures shall be performed in a timely manner to ensure that storm water is released from the basins at the rate at which it was designed, and does not remain in the basins beyond the design parameters for any extended period of time.

(c) *Access Roads* - Maintenance of access roads shall be performed as necessary to preserve access to the basins for periodic inspections and for removal of mud and debris accumulations from the basins. It is anticipated that mud and debris flows will affect the access road requiring periodic grading, filling or mud and debris removal to restore the usability of the access road.

(d) *Revegetation and Erosion Control* - If necessary, supplemental reseeding or other slope stabilization measures shall be taken to achieve the desired slope stabilization. Silt fences or other erosion control products should be installed and/or maintained until permanent vegetation has been established to stabilize slopes.

CITY'S OBLIGATIONS:

3. The City will take full responsibility for maintenance and operation of the debris flow basin located immediately uphill from the Municipal Operations Center (MOC). This basin and the properties protected by it will not be part of, or participate in, the District.

4. If and when available, City crews and equipment may be asked to perform maintenance related to mud and debris removal in the other debris flow basins operated by the District. The City will always have the option of declining to provide these services at any time. Upon request of the District, the City will either schedule the work or decline within three (3) days of receipt of a written or e-mail request from the District to the Public Works Director (copied to the City Manager and the City Engineer). The City will respond within three (3) days either in writing or by e-mail. If, for whatever reason, no response is received from the City within three (3) days, the District can continue forward, understanding that the City has declined to provide the requested services.

5. Any equipment or crew time expended to provide the above services will be credited toward the City's assessment fees in future years as quickly as possible. Rates for personnel will be based on gross salary plus all direct payroll expenses plus fifteen percent (15%) for all overhead and other related employment costs. The City will establish hourly rates for City equipment on an annual basis. The City will submit documentation of costs incurred as outlined above within ninety (90) days of completing any maintenance work requested of the District.

COST ALLOCATION:

6. All costs of operation, maintenance, repair and replacement of the debris flow management structures (collectively, "Costs") shall be paid for proportionately based upon the protected land and improvements of the City, other governmental or quasi governmental entities and the Glenwood Meadows Metropolitan Districts 2 and 3. Costs shall be funded by assessment to all protected land including all property within Glenwood Meadows Metropolitan Districts 2 & 3, the City's Community Center, other governmental or quasi governmental entity lands and improvements below the debris flow structures operated by the District and above Midland Avenue, specifically excluding Lots A & B of the Glenwood Springs Municipal Operations Center Subdivision (the City MOC and the RFTA Maintenance Facility respectively) and Tracts A, B, C, D & E of the Glenwood Meadows No. 2 Subdivision, based on actual values determined by the Garfield County Assessor in accordance with Colorado Revised Statutes. In the event the in Garfield County Assessor fails to determine actual values for any protected properties, the City and the District shall request that the Assessor timely determine actual values. If the Assessor refuses to determine actual values, then the City and District shall determine actual values for protected properties consistent with the standards outlined by the Colorado Revised Statutes. Commencing in the 2009 fiscal year, the District shall assess an annual operating mill levy or fee in lieu of mill levy equal to not more than 5 mills based on actual and assessed values. Assessments shall be billed on any date on or before December 31st of each year and shall be payable 30 days after the billing date.

7. Any services provided by the City with respect to the maintenance of any of the debris flow basins operated by the District shall be credited against this or future annual fees.

8. The District shall have the right to establish and hold a reserve of such assessments equal to not less than the estimated Costs to clean up after a 20-year debris flow event. The maximum permitted mill levy or fee in lieu shall be assessed to all properties until such time as such reserve is established or additional cost information can be determined.

GENERAL PROVISIONS:

9. All operating responsibilities and payment obligations hereunder shall commence as of January 1, 2009.

10. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the City or the District would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended, or any of the limitations, defenses or protections provided thereunder.

11. It is expressly understood and agreed that the City's and the District's performance hereunder is subject to appropriations being made by each of the governing bodies of the parties to this MOU. In the event either of the parties fails to make or maintain sufficient appropriations to pay any costs incurred under this MOU, the other party may suspend its performance hereunder until payment has been received for any outstanding amount and/or sufficient appropriations have been made to pay for future costs.

12. Any failure of either party to perform in accordance with the terms of this MOU shall constitute a violation of the MOU. Upon service of written notice and failure to cure such violation within ten business days thereafter, the non-violating party may suspend its performance under this MOU and exercise all legal remedies available, including specific performance. The parties agree to resolve disputes through mediation prior to litigation.

13. This MOU may be terminated by agreement in writing signed by each of the parties.

14. The terms, duties and obligations of this MOU shall not be amended, assigned or delegated, except with the express prior written consent of each of the parties; provided, however, that either party may engage contractors or consultants to perform such party's obligations hereunder.

CITY OF GLENWOOD SPRINGS, COLORADO

Dated: 5/26/09

By: JEFF HECKSEL
Jeff Hecksel, City Manager

ATTEST:

Robin S. Unsworth
Robin S. Unsworth, City Clerk

GLENWOOD MEADOWS METROPOLITAN
DISTRICT NO. 1

Dated: 5/20/09

By: [Signature]
Michael C. Maple, President

RESOLUTION 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH GLENWOOD MEADOWS METROPOLITAN DISTRICT #3 REGARDING THE GLENWOOD MEADOWS DEBRIS PONDS

WHEREAS, on January 1, 2019, The City of Glenwood Springs ("City") and Glenwood Meadows Metropolitan District No. 3 ("District") signed a Memorandum of Understanding ("MOU") pertaining to debris flow management for property at Glenwood Meadows development; and

WHEREAS, the MOU was entered into pursuant to Section 3.11 of the Intergovernmental Agreement for Public Improvements dated as of July 29, 2004 ("IGA") between the City, the District, and Glenwood Meadows Metropolitan District No. 1; and

WHEREAS, from 2005 to 2020, there have been several debris removal events that have occurred in Glenwood Meadows Ponds excavating several feet of debris which has been placed in various locations to increase stability of the existing berms; and

WHEREAS, the District and the City desire to amend and restate the MOU ("AMROU") to clarify inconsistencies between the provisions of the IGA and the MOU and set forth the responsibilities of the City and the District pertaining to debris flow management at the Glenwood Meadows Development; and

WHEREAS, the City Council has reviewed the AMROU and has determined that the AMROU is in the best interest of the City; and

WHEREAS, the City Council desires to adopt, by resolution, the AMROU.

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.

Section 2. The City Council authorizes the City Manager to sign the AMROU between City and the Glenwood Meadows Metropolitan District No. 3.

INTRODUCED, READ, AND PASSED THIS 21 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 21, 2022

Agenda Item: Ordinance 2022-13; Amending Municipal Court Provisions (Second 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 21, 2022

Agenda Item: Ordinance 2022-14; Financing of the Electric Operation Center (Second Reading)

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: Financing of an Electric Operations Center

Issues: First reading passed on April 7, 2022

Fiscal Impact: Detailed in attached documents

Legal Review: Complete

Staff Recommendation: Approval

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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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): johnstolzriede@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

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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:

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COUNTY OF GARFIELD
STATE OF COLORADO

LEASED PROPERTY

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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.



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item:	Budget Amendment for 6th Street
Action Requested:	Amend the budget to allow the DDA to design 6th Street in 2022
Department:	Engineering
Presented By:	Terri Partch
Strategic Goals:	Preserve and Improve Infrastructure Generate Sustainable Economic Development
Background Info:	The 2020 DDA budget had \$250,000 appropriated to design 6th Street which was carried over to 2021 in the first supplemental appropriation of 2021 as we did not do any design on 6th Street in 2020. RFP 2021-010 was awarded in 2021 but the design work will be accomplished in 2022. The DDA is contracting with Boundaries Unlimited for \$292,660. The DDA also has \$175,000 appropriated for 6th Street construction as a transfer to the A&I Fund in 2022. Because the A&I Fund will not construct 6th Street in 2022 we need to unwind that transfer with a budget amendment, which will allow the DDA to cover the overage of \$42,660 for design this year and allocate the balance in the 2023 budget cycle.
Issues:	None
Fiscal Impact:	Neutral just cleaning up timing.
Legal Review:	Legal has reviewed for form.
Staff Recommendation:	Unwind the \$175,000 budgeted transfer from the DDA to the A&I Fund for 6th Street construction, and carry forward the \$250,000 for design from last year's appropriation in the next budget amendment.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 22nd day of April, 2022 between the CITY OF GLENWOOD SPRINGS, a home rule municipality under the laws of the State of Colorado ("City"), and BOUNDARIES UNLIMITED_ ("Contractor").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the City with engineering services, as more fully described on **Exhibit A** attached hereto and incorporated herein. Contractor shall have access to work product owned by the City from previously contracted services in the past 12 months.

2. Consideration. The City agrees to compensate Contractor for its services in an amount not to exceed \$292,660, as more fully described on **Exhibit A** attached hereto and incorporated herein. Contractor shall submit a bill for approval and payment on a monthly basis until completion of the services. Each bill shall contain a statement of the time that the Contractor's employees spent on the Project since the previous bill, a brief description of the services provided by each such employee, and an itemization of direct expenses actually incurred. Upon reasonable advance request, the City may inspect and copy Contractor's documentation of time and expenses.

3. Term. This Agreement shall be effective as of its full execution by both parties and shall continue until December 31, 2022, or unless earlier terminated due to completion of the services identified in Section 1 or pursuant to this Agreement. Contractor represents, covenants, and agrees that it will not undertake any obligations or make any commitments that will limit or prevent timely completion of this Agreement.

4. Agreement Subject to Appropriations. It is expressly understood and agreed that the City's performance of this Agreement is subject to appropriations being made by the City Council of the City of Glenwood Springs. In the event City Council fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

5. Independent Contractor. Contractor is providing services independently and is not an employee of the City. Contractor shall not be entitled to any benefits provided to City employees. Contractor understands the difference in status between an independent contractor and an employee and acknowledges and stipulates that Contractor is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the City shall not withhold from Contractor unemployment insurance, social security or any other withholdings. Contractor agrees to be responsible for all such payments required by law.

a. Contractor acknowledges and agrees that it is not entitled to unemployment insurance benefits unless unemployment compensation is provided by Contractor or some other entity. Contractor also acknowledges and agrees to report all payments received from the City on his federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Contractor will indemnify the City for any such payments required but not paid.

b. Contractor acknowledges and agrees that it is not covered by the City's workers' compensation coverage and is not entitled to workers' compensation benefits. The City will be held harmless, and Contractor will indemnify the City for any liability arising out of or caused by Contractor's business and/or persons engaged in operations covered by this Agreement.

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

6. Employees and Subcontractors. The providing of professional services required under Section 1 of this Agreement shall be the responsibility of the Contractor. Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor.

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

7.1. Contractor does not knowingly employ or contract with an illegal alien.

7.2. Contractor shall not knowingly employ or contract with an illegal alien to perform work or 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.

7.3. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify Program") in order to verify that Contractor does not employ illegal aliens. 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.

7.4. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

7.5. 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.

7.6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7.7. If Contractor violates this Section, 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.

8. Standard of Care. The standard of care applicable to Contractor’s services will be the same degree of care, skill, and diligence employed by professionals performing the same or similar services. In case of any conflict between the interests of the City and any other entity, the Contractor shall fully and immediately disclose the issue to the City and shall take no action contrary to the City’s interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys’ fees, litigation, judgments, damages, and claims arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against by reason thereof. Contractor’s obligation to indemnify the City as set forth in this Agreement shall survive the termination or expiration of this Agreement. Contractor or its insurer(s) shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

11. Insurance. Contractor agrees to provide proof of general liability insurance to the City, which names the City as an additional insured thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000.00) and proof of professional liability insurance coverage of at least One Million Dollars (\$1,000,000.00) for each claim and aggregate limit. Contractor shall maintain this insurance for the term of this Agreement.

11.1 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of Contractor’s indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

11.2 It is understood and agreed, for the benefit of the City, that the following additional considerations shall apply to all coverage specified herein:

11.2.1 All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.

11.2.2 The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.

11.2.3 Advice of renewal is required.

11.3 It is understood and agreed that should any policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized agent shall give notice to the City in accordance with policy provisions.

12. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

13. Termination. If at any time the City is dissatisfied with the services of Contractor for any reason whatsoever, the City may terminate this Agreement effective immediately upon the delivery of written notice to Contractor. In the event of any such termination, the City shall pay Contractor for services rendered to the date of termination. In the event of such termination, Contractor shall promptly deliver to the City all drawings, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of its services under this Agreement up to and including the date of termination.

14. Agreement Administration and Notice. For purposes of administering this Agreement, the _____ will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City:

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

To the Contractor:

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time in writing and signed by both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

16. No Assignment. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

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

18. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. No Third Party Beneficiaries. The parties intend no third party beneficiaries under this Agreement. Any person other than the City or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.

20. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2022.

CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____

Ryan Muse, City Clerk

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

City of Glenwood Springs

Rebid April 7, 2022



Consulting Engineering Services for the Design of Phase 1 - 6th Street Improvements between Laurel & Pine Streets



Civil Engineering
Surveying
& *Beyond*

Boundaries Unlimited Inc.

April 7, 2022

City of Glenwood Springs
Attn: Terri Partch
101 West 8th Street
Glenwood Springs, CO 81601
terri.partch@cogs.us

RE: Response to Request for Proposal, Engineering Services for
Design of Phase 1 – 6th Street Improvements between Laurel and Pine Streets

Terri:

Boundaries Unlimited Inc. (BUI) appreciates the opportunity to submit this engineering proposal for the **Design of Phase 1 – 6th Street Improvements between Laurel and Pine Streets**. Per our discussion, this proposal has been abbreviated given our previous bid submission.

BUI has received a redline sketch drawing and several partially completed documents and CAD files which were prepared by the previous consultant. Based on discussions with staff and review of the available information, it appears that there are gaps in the field survey that need to be rectified and there is reasonable cause to question the R.O.W. mapping. The planimetric design contained in the PRPN.dwg CAD file appears to contain significant detail suggesting that it has already been sufficiently vetted by staff and only requires additional design at the roundabout for conformance with the received sketch drawing.

Our previous Subsurface Utility Engineer (SUE) has ceased to provide services in Western Colorado, so we have obtained an estimate from CDOT approved T2 Utility Engineers. Our design team also includes DHM Design (Landscape Architect) and Bighorn Consulting Engineers, CO (Electrical Engineering). As requested, we are in the process of obtaining estimates for environmental clearances and easement acquisition, but are unable to provide this information on short notice. We will present those additional team members/estimates once they become available.

Enclosed you will find proposed amendments to the RFP Scope of Services, our Price Proposal, a Fee Schedule and the estimates from our subconsultants. We appreciate your consideration and welcome the opportunity to review our proposal with you. Please feel free to contact me with any questions or for additional information.

Sincerely,



Deric J. Walter, P.E.
Project Manager

Boundaries Unlimited Inc.

An anticipated scope of work for this project is extensively defined in Section 2.1 of the Request for Proposal, Engineering Services for Design of Phase 1 – 6th Street Improvements between Laurel and Pine Streets. Based on our review of the available information and current dates, Boundaries Unlimited Inc. (BUI) proposes the following amendments:

Section 2.2.1.2.B.16 - *The consultant will prepare a Bid Schedule and Project Special Provisions (addenda to the CDOT Standard Specifications for Road and Bridge Construction). Bidding and contract documents for procurement of a construction contract with the selected contractor will be prepared by the City.*

Section 2.2.1.2.C.2 - *Assist in ROW (temporary easement) acquisition, if necessary. Prepare/finalize ROW acquisition documents after ROWPR is held. Acquisition meetings, negotiations and legal services will be negotiated as an additional service.*

Section 2.2.1.2.D.2 - *{Strike, to be negotiated after a contractor is selected and the construction schedule is established.}*

Section 2.2.1.2.D.3 - *{Strike, to be negotiated after a contractor is selected and the construction schedule is established.}*

Section 2.2.1.2.D.4 - *{Strike, to be negotiated after a contractor is selected and the construction schedule is established.}*

Section 2.2.1.2.D.5 - *{Strike, to be negotiated after a contractor is selected and the construction schedule is established.}*

Section 2.2.1.3 – Project Schedule (Anticipated)

- Complete FIR Design/Cost Estimates August 2022
- Complete FOR Design/Cost Estimates November 2022
- Complete ROWPR Design/Cost Estimates December 2022

2.2.2 – Contract Duration

The City intends to enter into a contractual agreement for a period of approximately twelve (12) months, or until the design is complete.

2.3 – Exclusions {Add}

The following services are excluded from these estimates. If necessary, these services will be performed on a Cost Plus 15% basis.

2.3.1 *Environmental Clearance. The City intends to coordinate with CDOT for the use of previous environmental clearances associated with the Grand*

Avenue Bridge (GAB) Project. Any services which become necessary for environmental clearance(s) will be negotiated as an additional service.

2.3.1 Subsurface Utility Engineering/Test Holes (Subcontracted)

- i. More than 5 days (approx. 20 holes) of QL-A test hole excavation
- ii. Excavation beyond 8' in depth.
- iii. Construction Bonds.
- iv. Restoration of sink hole areas caused by excavation.
- v. Permanent repair of paving.
- vi. Excessive ground water and/or large rock removal.
- vii. Right of entry authorizations for private property.
- viii. City and/or CDOT permitting fees.
- ix. Proposal by the Subcontractor is an estimate only, the cost for SUE may vary plus or minus due to unknown field conditions and municipality/agency requirements.
- x. Proposal assumes a minimum working time of 8 hours/day.

2.3.2 Landscape & Irrigation Plan (Subcontracted)

- i. Illustrative perspectives, plan illustratives.
- ii. Structural design/engineering for structures beyond planters
- iii. Lighting design
- iv. Raw water irrigation / pump stations design.
- v. Assumes that site furnishings and general hardscape materials / colors have already been selected and will be provided to the design team.

2.3.3 Electrical Plan (Subcontracted)

- i. Re-design after Value Engineering due to budget constraints.
- ii. Re-design after completion of Construction Documents.
- iii. LEED Energy modeling or documentation for compliance.
- iv. Construction Administration.

2.3.4 Geotechnical (Subcontracted)

- i. Limited Liability (see Page 8).
- ii. Up to four (4) test holes).
- iii. Asphalt cold patching or concrete patching only of the surface.

2.3.5 Construction Support

- i. Future services may be negotiated for construction support for submittals reviews, design changes, coordination of change orders, shop drawings, construction questions, attending construction meetings, providing clarifications and interpretations of the contract documents, and coordinating asbuilt drawings with the selected contractor.

The Price RFP line items listed in Section 3.1.6 of the Request for Proposals requires adjustment to ensure that all facets for the design of this project are covered. Therefore, Boundaries Unlimited Inc. proposes the following Not-To-Exceed Price Proposal for our services and has attached the estimates received from by our subconsultants:

Phase 1 - 6th Street Improvements between Laurel & Pine Streets Boundaries Unlimited Inc. (Civil) Detailed Cost Proposal (4/7/22)										
Task ^a	FIR Plans (60% Plan Set)		FOR/ROWPR Plans (90% Plan Set)		PS&E (100% Plan Set)		Bid Support		PROJECT TOTAL ^e :	
	Hrs	Fees	Hrs	Fees	Hrs	Fees	Hrs	Fees	\$	Notes:
Meetings & Coordination	40	\$ 6,400	40	\$ 6,400	16	\$ 2,560	4	\$ 640		
Engineering Design Survey	60	\$ 9,600								
Right-of-way Map	60	\$ 9,600								
Easement Exhibits/Legal Desc. ^a	40	\$ 6,400	16	\$ 2,560	12	\$ 1,920				
Demolition Plan	12	\$ 1,920	8	\$ 1,280	2	\$ 320	2	\$ 320		
Site Plan	60	\$ 9,600	40	\$ 6,400	4	\$ 640	4	\$ 640		
Storm Sewer Plan/Profile	32	\$ 5,120	24	\$ 3,840	4	\$ 640	2	\$ 320		
Utility Plan/Profile	24	\$ 3,840	8	\$ 1,280	4	\$ 640	2	\$ 320		
Shallow Utility Plan	16	\$ 2,560	8	\$ 1,280	4	\$ 640	2	\$ 320		
Grading Plan	60	\$ 9,600	24	\$ 3,840	4	\$ 640	4	\$ 640		
Misc. Civil Sheets (Notes/Details)	40	\$ 6,400	16	\$ 2,560	4	\$ 640	2	\$ 320		
Property Restoration Plan	24	\$ 3,840	8	\$ 1,280	4	\$ 640	2	\$ 320		
Traffic Control Plans	24	\$ 3,840	LS	\$ 4,500	LS	\$ 500				
Erosion Control SWMP Plan	16	\$ 2,560	8	\$ 1,280	4	\$ 640	2	\$ 320		
Stormwater Analysis & Report	40	\$ 6,400	24	\$ 3,840						
Technical Specs & Bid Schedule			40	\$ 6,400	16	\$ 2,560				
Engineer's Opinion of Prob. Costs	24	\$ 3,840	16	\$ 2,560	12	\$ 1,680	4	\$ 560		
Bid Questions & Addenda							16	\$ 2,240		
Reproduction (Hard Copies)				\$ 500						
Sub--DHM Design ^b		\$ 17,580		\$ 14,710		\$ 7,270		\$ 5,710		
Sub-T2 Utility Engineers ^{b,c}		\$ 62,590								
Sub-Bighorn Consulting Eng. ^b		\$ 8,050		\$ 3,450		\$ 1,730				
Sub-Kumar & Associates ^{b,d}		\$ 8,630								
Sub-Environment Clearance ^b		tbd		tbd		tbd		tbd		
Sub-Easement Aquisition ^b		tbd		tbd		tbd		tbd		
Subtotals:		\$ 188,370		\$ 67,960		\$ 23,660		\$ 12,670		

Boundaries Unlimited Inc.

4/07/2022

Subsurface Utility Engineering
T2 UES, Inc. Proposal



PROJECT ESTIMATE					
Geophysical Investigation "Designation"					
Quality Level "B & C & D" Designating (2-man crew)	30	hours @	\$260	per hour	\$7,800.00
Subtotal:					\$7,800.00
SUE Quality Level "A" - Test Hole Excavation					
Quality Level "A" Test Hole Estimate	4	holes per day @	\$3,000	5 days	\$15,000.00
*Flowable Fill	12	holes @	\$200	per hole	\$2,400.00
Subtotal:					\$17,400.00
Professional Services					
Professional Engineer	12	hours @	\$175	per hour	\$2,100.00
Project Manager	24	hours @	\$145	per hour	\$3,480.00
SUE Manager	16	hours @	\$135	per hour	\$2,160.00
SUE Supervisor	8	hours @	\$105	per hour	\$840.00
CADD Technician	24	hours @	\$95	per hour	\$2,280.00
Administration	2	hours @	\$85	per hour	\$170.00
Subtotal:					\$11,030.00
Permits, Maintenance of Traffic, & Miscellaneous Expenses					
*Permits: (City)	Reimbursable @ Cost + 10%				\$0.00
*Permits: (CDOT)	Reimbursable @ Cost + 10%				\$0.00
*Traffic Control+MOT Plan (assumes 6 days)	Reimbursable @ Cost + 10%				\$4,620.00
Hotels (Assumes 6 nights for 2 people)	Reimbursable @ Cost + 10%				\$1,600.00
Per Diem (Assumes 8 days for 2 people)	Reimbursable @ Cost + 10%				\$970.00
3rd Party Surveyor	Reimbursable @ Cost + 10%				\$11,000.00
Subtotal:					\$18,190.00
SUE Quality Level "A, B, C, & D" Total:					\$54,420.00
* Proposal estimate only, the cost may vary plus or minus due to unknown field conditions & municipalities requirements.					
* Proposal assumes a minimum working time of 8 hours/day.					
* Proposal estimate is valid for a full 60 days from date listed above.					
Note: In the event the estimated hours for mapping of utilities for this project is over the estimated amount, a change order will be completed prior to the completion of the project to account of the project overage. If less utilities are found, only the utilities hours used will be invoiced.					

Landscape & Irrigation Plan
6th Street Improvements -Glenwood Springs, CO
DHM Design (4/7/22)

DESCRIPTION OF SERVICES: TASKS AND DELIVERABLES

Task 1: Design Development 60%/FIR (6 week duration)

	Project Manager	Senior Designer	Designer	Irrig. Designer
	\$200	\$130	\$110	\$100
DHM Design on-boarding kick-off meeting - establish expectations for streetscape design, character, detailing with town staff. Define design criteria, identify decisions made to carry forward (e.g. site furnishings) vs. expectations for 'new' ideas. Set up base mapping and coordinate with civil	1	2	2	
60% Drawing Package				
o Landscape planting plan and plant schedule	1	4	24	
o Plant zone diagram and representative plant imagery for City/DDA review	1	4	8	
o Preliminary landscape architectural details - assumes root trench type details and support for design character of infrastructure details	1	2	4	
o Plant Built-in planter design/detailing and planting specification (incl allowance for bar design review by structural if necessary, otherwise DHM will provide local 'typical' footer and bar design in our	1	1	10	
o Irrigation Plans and details (HydroSystems-KDI); lump sum				10
o Intersection paving design at raised intersection - paving pattern, sidewalk banding - consistent with master plan. Incl prelim design, revision, and details (prelim design will be delivered with 60% package; detailing will be incorporated into overall deliverable		4	16	
o Design presentation to DDA/Council (illustrations by others) (x2 meetings, in person, timing TBD)	6			
o Summary of Approximate Quantities (landscape and irrigation scope items) and EOPC	1	2	6	
o Specifications Manual: draft Project Specials for landscape and irrigation scope items	1	4		
o Project team meetings (3 meetings - 2 in person and one via web, including design package review)	3	3		
Task individual subtotals	\$ 3,200	\$ 3,380	\$ 7,700	\$ 1,000
Task overall subtotal	\$15,280			

Task 2: Final Design (Draft) 90%/FOR (5 week duration)

Design revisions per 60% review		4	8	
90% Drawing Package (5 weeks)				
o Landscape planting plan and plant schedule	2	6	24	
o Landscape architectural details - assumes root trench type details and support for design character of infrastructure details	1	2	16	
o Irrigation Plans and details (HydroSystems-KDI); allowance				16
o Summary of Approximate Quantities (landscape and irrigation scope items) and EOPC	1	2	2	
o Specifications Manual: FOR Project Specials for landscape and irrigation scope items	2	6	2	
o Project team meetings (3 meetings)	2	4		
Task individual subtotals	\$ 1,600	\$ 3,120	\$ 5,720	\$ 1,600
Task overall subtotal	\$12,040			

Landscape & Irrigation Plan
6th Street Improvements -Glenwood Springs, CO
DHM Design (4/7/22)

	Project Manager	Senior Designer	Designer	Irrig. Designer
	\$200	\$130	\$110	\$100
DESCRIPTION OF SERVICES: TASKS AND DELIVERABLES				
Task 3: 100% CD / Bid Set (3 week duration)				
Design revisions per 90% review		2	4	
100% Drawing Package (3 weeks)	1	4	24	
o Landscape planting plan and plant schedule				
o Plant schedule and installation details				
o Plant zone diagram and representative plant imagery for City/DDA review				
o Landscape architectural details - assumes root trench type details and support for design character of infrastructure details				
o Irrigation Plans and details (HydroSystems-KDI); allowance				4
o Summary of Approximate Quantities (landscape and irrigation scope items)		1	2	
o Support for EOPC		1	2	
o Specifications Manual: draft Project Specials for landscape and irrigation scope items		2	4	
o Project team meetings (1-2 meetings)	1	2		
Task individual subtotals	\$ 400	\$ 1,560	\$ 3,960	\$ 400
Task overall subtotal	\$6,320			
Subtotal Tasks 1-3:	\$33,640			
Task 4 – Construction Period Services				
Contractor selection, questions, bid period services	2	4	8	
Site construction observation, RFIs, OAC meetings, field reporting, punch list (allowance)	4	8	12	
Task individual subtotals	\$ 1,200	\$ 1,560	\$ 2,200	\$ -
Task overall subtotal	\$4,960			

Expenses (mileage, printing, etc.): \$ 750

Project total fee, Tasks 1-4: \$ 39,350.00

PROPOSAL NOTES & OMISSIONS

Notes:

Deliverables submitted via PDF to Boundaries Unlimited

No illustrative perspectives, plan illustratives included

Team meetings include City Engineering, Public Works, and Parks staff and direction will be provided by that group

Assume site furnishings and general hardscape materials / colors are selected and will be provided to DHM or indicated on BU sheets

Assume City will provide preferred specification for irrigation system components, including controller

Assume irrigation will be via potable POC(s); irrigation design to begin downstream of POC assembly

Omissions:

Lighting design, raw water irrigation / pump stations design

Boundaries Unlimited Inc.

923 Cooper Avenue, Ste. 201 / Glenwood Springs, CO 81601 / 970.945.5252 / www.bu-inc.com
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BIGHORN CONSULTING ENGINEERS, CO.

386 Indian Road, Grand Junction, CO 81501 ♦ Phone: (970) 241-8709 ♦ www.bighorneng.com

April 6, 2022

Deric Walter
Boundaries Unlimited Inc.
923 Cooper Ave, Ste. 201
Glenwood Springs, CO 81601

RE: Glenwood Springs 6th Street Improvements

Dear Deric:

Bighorn Consulting Engineers is pleased to provide you with this proposal for electrical engineering services on the above referenced project. The scope of work will include electrical engineering design for street/sidewalk lighting, EV charging stations, power to irrigation controllers, and general receptacle power. We will also prepare a construction cost estimate for this scope.

We will provide:

1. Construction drawings and specifications for electrical systems.
2. Energy compliance reports.
3. Construction cost estimates.

Not included in this scope of work is the following:

1. Re-design after Value Engineering due to budget constraints.
2. Re-design after completion of Construction Documents.
3. LEED energy modeling or documentation for compliance.
4. Construction Administration

Our fee for the services above will be: **\$ 11,500.00**

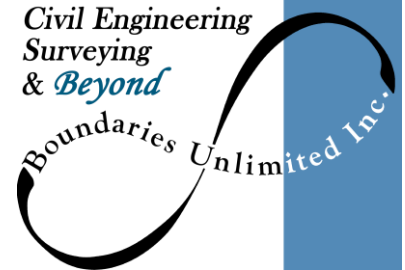
Boundaries Unlimited Inc.

923 Cooper Avenue, Ste. 201 / Glenwood Springs, CO 81601 / 970.945.5252 / www.bu-inc.com
Packet Page 194

KUMAR & ASSOCIATES, INC. (K+A)

In recognition of the relative risks, rewards and benefits of the project to both the client and K+A, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, K+A's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$25,000 or K+A's fee, whichever is greater. Such causes include, but are not limited to K+A's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. If, prior to signing this contract, Client make a written request to increase this limitation to \$100,000, an additional charge of \$1,000 or 5% of the fee (whichever is greater) will be made. This limitation of liability shall apply to and be binding upon any other party who may rely on K+A's work pursuant to this agreement."

Should the City desire to increase the limitation amount for geotechnical engineering services, then the fees provided in our Itemized Fee Schedule will need to be adjusted accordingly.



PROFESSIONAL DESIGN SERVICES

Project Manager (PM)	\$180/hr
Project Engineer (PE)	\$160/hr
Design Engineer (DE)	\$140/hr
Technician (Tech)	\$120/hr
Survey Manager (SM)	\$160/hr
1-Man Survey Crew.....	\$160/hr
2-Man Survey Crew.....	\$195/hr

PROFESSIONAL DESIGN SERVICES

Expert Testimony/Deposition.....	\$300/hr
Court and Deposition Preparation.....	\$200/hr

REIMBURSABLE EXPENSES

B&W Photocopies	\$0.30/ea
Color Photocopies	\$0.50/ea
Engineer B&W Prints (24"x36")	\$6/ea
Engineer Color Prints (24"x36")	\$40/ea
Mylar Prints (24"x36")	\$50/ea
Vehicle Mileage	\$0.70/mi

SUB-CONSULTANTS & OVERTIME REQUESTS

Sub-consultant fees and expenses will only be charged at invoice cost plus 15%

Requests for services to meet Client imposed deadlines which require overtime will be billed at 1.40 times the rates stated above.

Boundaries Unlimited Inc.



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item:	Proclamation for Wildfire Awareness Month
Action Requested:	Mayor to read proclamation
Department:	City Administration
Presented By:	Debra Figueroa
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	Wildfire Preparedness Month is focused on encouraging residents to learn about fire safety and to take steps to reduce wildfire risk around their homes.
Issues:	None
Fiscal Impact:	None
Legal Review:	NA
Staff Recommendation:	Signing of Proclamation



A PROCLAMATION FOR WILDFIRE PREPAREDNESS MONTH MAY 2022

WHEREAS, Twenty of Colorado's largest wildfires have occurred within the last twenty years. Four out of the five largest fires in state history have occurred within the last three years; and

WHEREAS, The most destructive fire in state history occurred just four months ago almost doubling the amount of homes lost than the previous record; and

WHEREAS, The top five most destructive fires in state history have occurred in the last ten years; and

WHEREAS, Warmer temperatures, drought, and continued development in the wildland-urban interface have made wildfire mitigation a top priority for Glenwood Springs Rural Fire Protection District ("District"); and

WHEREAS, Wildfire Preparedness Month is focused on encouraging residents to learn about wildfire safety and take steps to reduce wildfire risk in and around their homes.

NOW, THEREFORE, I, Jonathan Godes, MAYOR of the City of Glenwood Springs, do hereby proclaim May Wildfire Preparedness 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 21st day of April, in the year 2022.

Jonathan Godes, Mayor
City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item: Transportation Commission Appointment

Action Requested: Transportation Commission Appointment

Department: City Administration

Presented By: Sara Weigel

Strategic Goals: Provide Efficient and Responsive City Government
Preserve and Improve Infrastructure

Background Info: **Councilor Wussow and Council Kaup Recommendation**
Appoint Ray Alexander to a regular seat on the Transportation Commission with a term expiring March 2024.

Composition of the Transportation Commission

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.

All six of the current members live within city limits.

Vacancies

Current Vacancies:

- One regular seat with a term expiring March 2024.

Applicant

- Ray Alexander, a resident within the 81601-zip code, was interviewed by Councilor Wussow and Councilor Kaup on April 5th. Ray was deemed eligible for appointment to the Transportation Commission.

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)

Transportation Commission Application

Thank you for your interest in serving your community. Please answer all questions on this application.

Composition of the Transportation Commission

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

- 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.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Transportation Commission. 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.
- ☐ Owner of real property or a business within Glenwood Springs city limits.

2. Name *

Ray Alexander

3. Home Address *

8 spring ridge ct Glenwood Springs, co 81601

4. Mailing Address *

P.O. Box 801 Glenwood springs, co 81602

5. Home Phone *

9703093367

6. Work Phone *

9703093367

7. Mobile Phone *

9703093367

8. Email Address *

rayalexander80@gmail.com

9. Occupation *

Self employed

Personal and Professional Interests

10. Why are you interested in serving on the Transportation Commission? *

Want to be more involved.

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

Be a voice for the people.

12. Please list any of Glenwood Springs past transit/transportation studies and your familiarities with them. *

I have been involved behind the scenes with quite a few of Glenwood's road construction projects.

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

I have several Facebook groups that pertain to the community including one that is strictly for road and weather conditions and concerns.

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

Absolutely.

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

Happens so often it's hard to nail down one particular.. I guess something that sticks out the most is that coached football for almost a decade and would have to constantly make the kids run and exercise when they didn't want to. Never had a problem making them unhappy with it because I knew they would be better for it.

16. Transportation Commission members generally meet the first Tuesday of each month at 7:30 AM. Special meetings may occur during the month, such as an evening work session with City Council. In addition to meetings, there are monthly packet materials to review in preparation for the meetings. Do you have any existing time commitments that will hamper your ability to serve? *

No.

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

Not a lot, yet.

18. Please enter today's date *

3/29/2022



19. Have you previously served on the Transportation Commission? *

☒ No

☐ Yes

Powers and Duties of the Transportation Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code; (i) Powers and Duties of Transportation Commission)

The powers and duties of the Transportation Commission shall be:

- (1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
 - (2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
 - (3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
 - (5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council
-

Appointment, Removal, Term and Vacancies of Boards and Commissions

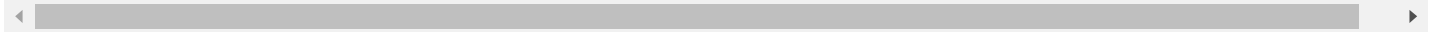
(Per the Glenwood Springs, CO Municipal Code 020.020.040)

- (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:
 - (2) March:
Transportation 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 21, 2022

Agenda Item: Aspen Hope Center

Action Requested: NA

Department: City Administration

Presented By: Debra Figueroa

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Michelle Muething, Executive Director of the Aspen Hope Center, will present a quick 2021 update and some current issues. A summary is attached this agenda item.

Issues: NA

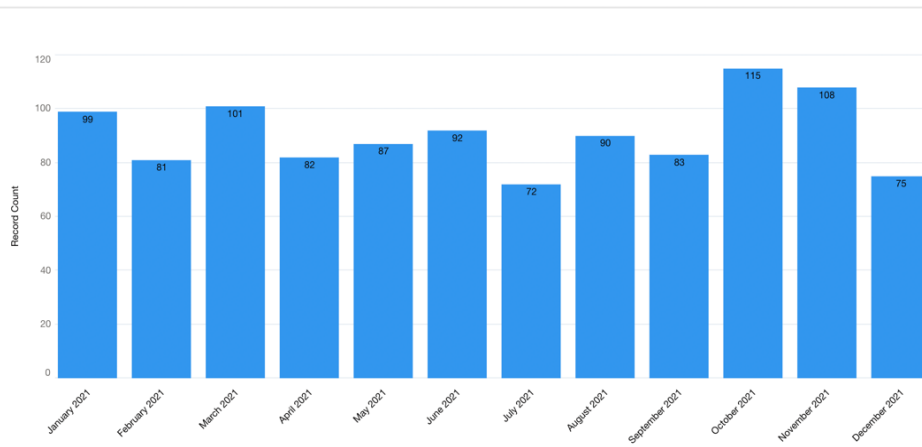
Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

City of Glenwood Springs Council Report April 21, 2022

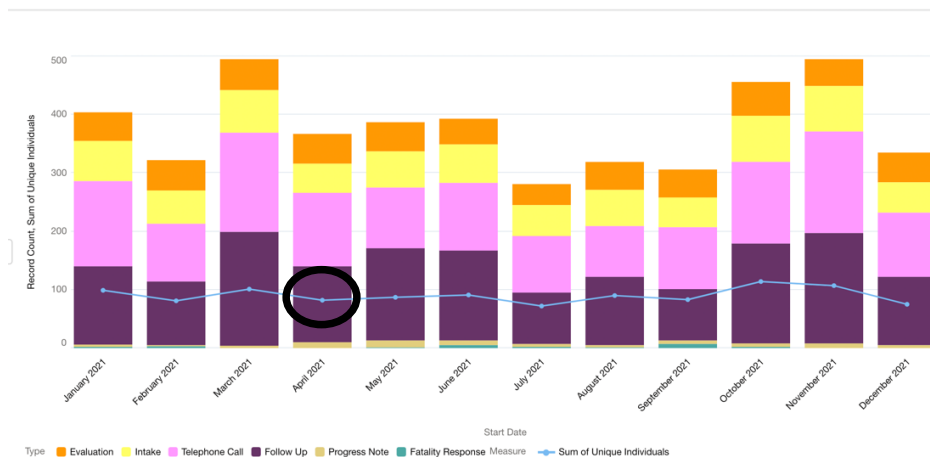
New Clients



In 2021, 1,085 individuals were assisted in a time of crisis. The blue graph to the left shows the number of new people served each month all throughout the valley.

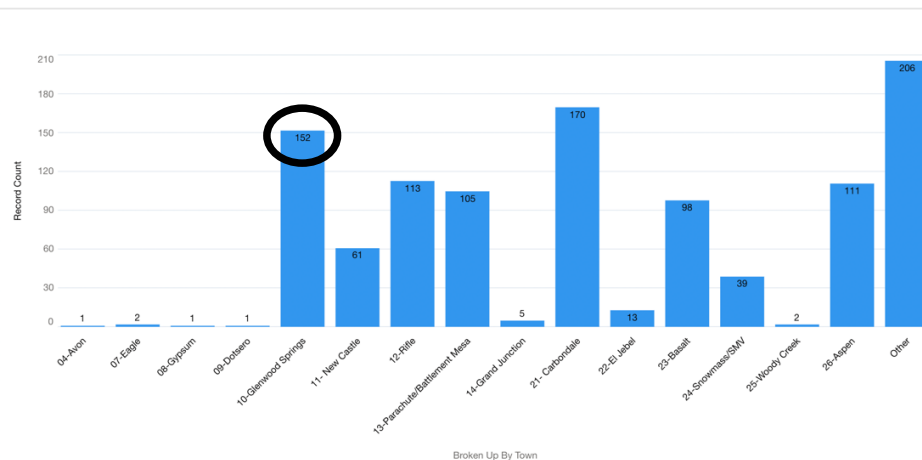
The crisis team does not cease to work after the initial evaluation is over and the emotional chaos has lessened. There is an average of three follow-ups done after the crisis contact and, in many cases, five or more.

Interactions



The multi-colored graph to the left shows the blue dotted line of new individuals compared to the total number of interactions with individuals that month. For example, in April, 82 new people were seen in crisis for an evaluation or an intake. However, 130 follow up calls were made, 126 phone calls came in with people following up with us and 10 people were seen for several in-person follow ups.

Town



The bottom graph shows that, of the 1,085 individuals assisted, 152 of them were from Glenwood Springs. The 206 individuals noted as “other” were crisis calls that came in and were handled over the phone and people asked to remain anonymous. Some of these may also have been from Glenwood Springs, but the assumption is not made.



City of Glenwood Springs Council Report
April 21, 2022

The Aspen Hope Center has a team of eight crisis clinicians who rotate and support the City of Glenwood Springs. These clinicians are available to respond within minutes 24 hours a day, seven days a week, 365 days a year. The partnerships the Aspen Hope Center has with the Glenwood Springs Police Department, Garfield County Sheriff's Office and Glenwood Springs Fire Department are deeply treasured. In 2021, Glenwood Springs officers called for assistance 39 times and a clinician responded to the mental health emergency at hand. Seven times, Glenwood Springs officers assisted with the Aspen Hope Center clinician. Six occasions prompted officers to assist with Glenwood Springs Fire Department.

During the past 12 months, an additional 42 people with a Glenwood Springs address sought therapy with one of the clinicians stationed out of the Aspen Hope Center office and four individuals were entered into the Intensive Stabilization Program. This program is an alternative to psychiatric hospitalization and wraps around individuals and their families for several days so that an inpatient hospitalization can be averted. This program costs approximately \$1,500 for five days and is provided free of charge to the community.

While the Basalt office serves as our home base, Aspen Hope Center serves Aspen to Glenwood, and Glenwood down I-70 to Parachute, and we are proud to be able to have a presence in so many communities.

Thank you for your continued support, and please do not hesitate to ask if any further information is needed or elaboration desired.

Respectfully,
Michelle Muething, LPC
Executive Director
Aspen Hope Center

ASPEN HOPE CENTER

another year of responding, supporting and instilling HOPE

FROM THE DESK OF THE EXECUTIVE DIRECTOR

A community like
no other

HOPE IN A PANDEMIC

Crisis Work (p.2)

School Work (p. 4)

Education &
Outreach (p. 5)

Consulting &
Training (p. 6)

Stories of Hope (p. 7)

Major
Accomplishments (p. 8)

Financials (p. 10)



The past year was one no human being will ever forget. 2020 shocked the globe and 2021 tested our strength and resilience, our relationships and patience, our beliefs, and our ability to hope for tomorrow. But, I believe in the human spirit. I believe that good will prevail. Why? Because of you!

In 2021, the Aspen Hope Center team answered more crisis calls than in any of our nearly 12 years. We educated more people than we ever could have imagined possible during times of isolation and quarantines. We started consulting with other communities so they could provide the same mobile crisis services as our community. We have seen an outpouring of support. To all of this I say - this valley is full of amazing people and THIS is an amazing place to call home!

Michelle Muething, LPC
Executive Director



HOPE IN A PANDEMIC

Most individuals would say that "life has its ups and downs." Some say, "When life gives you lemons, make lemonade." But what do people say about life in a pandemic? Life where restrictions and mandates can change by the day, or by the county or by city lines crossed? The increase in mental health needs has been witnessed by nearly everyone and no one is immune to struggles. In fact, most experts agree that we have yet to see the magnitude of the mental health fallout that will occur from this life-changing time. Through the "ups and downs" the Hope Center staff has tried to "make lemonade out of lemons." Staff found silver linings for individuals in pain and held out a hand so people knew they were not alone.

In 2021, Hope Center crisis clinicians served 1,085 new individuals. This amounted to a 15% increase over 2020 and a 26% increase from 2019. In looking at the ages of those who are seeking help or being brought in for crisis evaluations, we find the following trends:



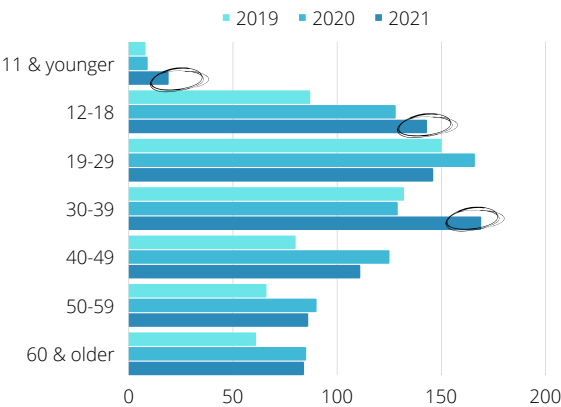
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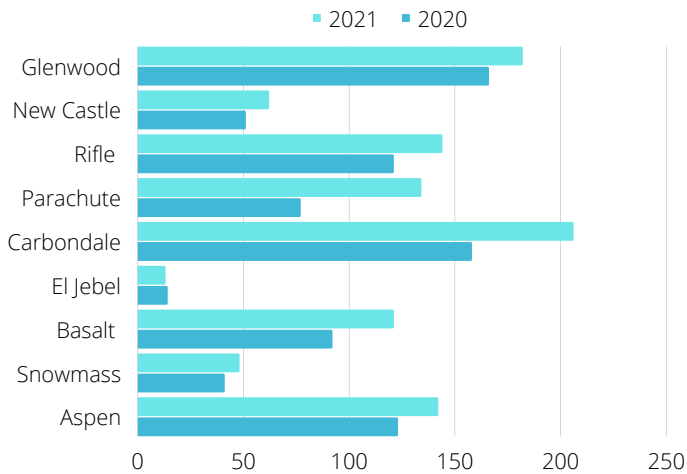


Note: The Aspen Hope Center runs a 24-hour **HopeLine** as well as crisis and co-response teams. Some individuals who call wish to withhold names and remain anonymous or they choose not to disclose any identifying information. Therefore the statistical report comes from those who have been in acute crisis directly connected to a crisis clinician with identifying data shown in this report. The numbers represent about half of those who contact the Hope Center each year.

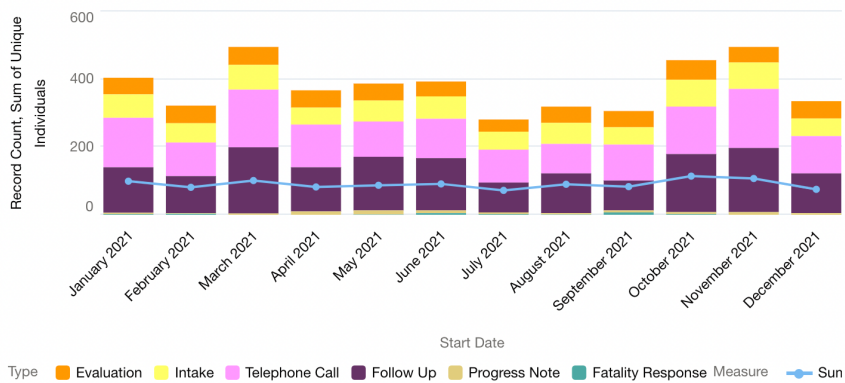
From 2019 to 2021, there was a 137% increase in crisis evaluations for children who were 11 and younger, a 64% increase in crisis assessments for adolescents between 12 and 18 years of age, and a 28% increase in evaluations for adults between the ages of 30 and 39. Of the 1,085 new clients the Hope Center staff had contact with in 2021, 144 identified as Hispanic, 486 identified as white, 45 identified as other and 410 are unknown.

HOPE IN A PANDEMIC

As we enter 2022, the Aspen Hope Center's name and reputation for immediate access to high-quality services continue to spread. The number of individuals served from every town in our service area increased in 2021 over 2020.



The graph below shows the various types of interactions staff had each month with individuals in our community: High-risk crisis evaluations, crisis intakes, follow-ups made with clients, phone calls to check in with staff, etc. The blue dotted line denotes the number of new individuals seen each month compared to the overall number of encounters.



SERVING THE VALLEY'S YOUTH

The Aspen Hope Center saw rapid and monumental expansion in the school-based mental health program in 2021. During the '20-'21 school year, four clinicians served four schools. By August of 2021, when the current school year began, the program had expanded to 12 clinicians in 12 schools. Between August 16 and December 17, 239 students were assisted.



The Basalt High School position was the first one launched in 2011, and Basalt High School and Basalt Middle School positions have been funded for the past three years by Eagle County 1A tax dollars. In 2021, Basalt Town Council voted to fully fund a position at Basalt Elementary School. Now each Basalt school has a full-time clinician, and lucky for the high school, they happen to get a bicultural clinician!



Roaring Fork High School has been the second longest-standing of the school programs. Beginning in 2014 and partially funded through the Town of Carbondale, the position at Roaring Fork High School has been a strong one and the clinician working in this school is also one of our school-based supervisors.



Excitement prevailed in Glenwood Springs as the high school received two school-based clinicians, one of whom is bicultural. Glenwood Springs Middle School also received a bilingual clinician. All three positions are funded through the School Health Professional Grant and partnership with the Roaring Fork School District (RE-1). Glenwood Springs Elementary and Sopris Elementary also have a clinician who shares time between the schools and serves the youngest of our Glenwood youth. The funding for this position is graciously provided by the City of Glenwood Springs.



Two Rivers Community School, a k-8 private school in Glenwood Springs, is a proud new addition to the Hope Center's school-based mental health program.



New for 2021 was a full-time clinician shared between Carbondale Community School and Aspen Community School. A bilingual alumni graduate of Aspen Community School itself now serves the school that once served her.



For the second year in a row, Aspen Hope Center has a full-time clinician serving the students in the Affective Needs program in Riverview School. A unique position that focuses specifically on students with developmental disabilities or high behavioral needs, this position is also funded in partnership with the Roaring Fork School District (RE-1) and the School Health Professional Grant.

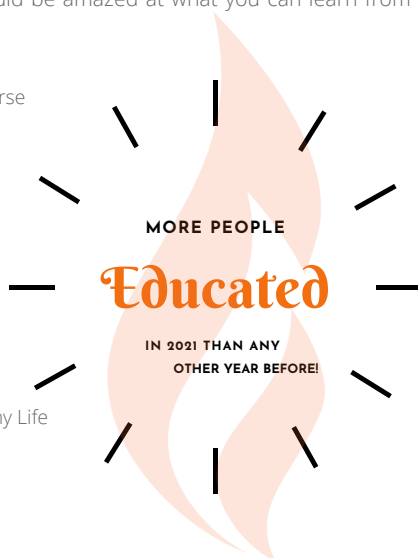
BREAKING DOWN WALLS THROUGH EDUCATION AND OUTREACH



Between the ups and downs of mask mandates and maximum number of people allowed to gather indoors, the Aspen Hope Center managed to train more than **1,500** people in the Roaring Fork Valley in 2021.

Sonja Linman joined the Aspen Hope Center team in the summer with a passion and gift to teach. She has a M.Ed in Curriculum Development and Assessment, 30 years of teaching and working in the Roaring Fork School District, is a Certified Addictions Counselor and is known by many as the "teen whisperer." You would be amazed at what you can learn from Sonja.

- 💡 *We Can Talk*, a QPR Suicide Awareness Course
- 💡 Dealing with Difficult Behaviors
- 💡 Youth Mental Health First Aid
- 💡 Mental Health First Aid
- 💡 Parent Coffee Chat
- 💡 Mental Wellness in a Post-COVID World
- 💡 National Night Out Presentation
- 💡 When We Feel Fear
- 💡 DeStress & Build New Patterns for a Healthy Life



We Can Talk was the mental health campaign slogan and turned to course title, voted on by hundreds of community members in 2015. After many focus groups and listening sessions, *We Can Talk* was pushed out valley-wide and remains stronger than ever. In 2021, Michelle Muething and Sonja Linman trained 20 new individuals on the foundation for teaching *We Can Talk*, a QPR-based suicide-awareness program. Most of the 20 new trainers were embedded in a school system and strive to reach as many of our youth as possible and empower them to speak up and find hope!



The Aspen Hope Center is proud to be partnering with Aspen School District to provide *We Can Talk* classes to all 5th through 12th graders. Groups began with staff in the fall and classes for students are taking place between January and May of 2022.

CONSULTING & TRAINING

A new endeavor

In 2021, the Aspen Hope Center Board decided to add Consulting & Training to the pillars of service that are provided by the agency. This decision came out of the agency receiving multiple requests to help other communities stand up mobile crisis and co-response teams: First, in 2018, the expansion of the Hope Center's crisis team into the Eagle River Valley and subsequent support given for them to form their own board and have independent 501c3 status. Second, the consulting and training requested by Gunnison County stakeholders to create an independent mobile crisis team, apart from the area's community mental health center. Lastly, the requests for informational meetings and presentations from Mesa, San Miguel and other counties on the Aspen Hope Center model, crisis training, and success in programming.

In January of 2021, The Hope Center, Eagle River Valley, stood under a new Eagle County board and continued the crisis and school-based services that had been so successful for two years. Eagle Valley Behavioral Health was granted the Community Mental Health Center designation for Eagle County in the fall of 2021 and Hope Center, Eagle River Valley shifted to become Your Hope Center in January 2022. This first attempt at replication and expansion into another county was a tremendous accomplishment, and the staff and board of the Aspen Hope Center are so proud and wish Eagle Valley Behavioral Health and Your Hope Center all the success for the road ahead!



GUNNISON VALLEY HEALTH

In 2020 Gunnison County requested help in forming a mobile crisis and co-response team, independent from the mental health center. After nearly a year of community meetings, interviews, hiring new staff and creating policies and procedures, Gunnison Valley Health took on the new role as the crisis team administrator and obtained the state contract for mobile crisis in Gunnison County. The partnership formed with Gunnison Valley first responders, EMS and Gunnison Valley Health has been one of the most rewarding partnerships outside of the Roaring Fork Valley. The excitement for this new service in their area is overwhelming!

Over the past three years, the Aspen Hope Center has been honored to be asked for guidance by other community leaders. With each new partnership and relationship formed comes teaching, but also learning about other areas of our beautiful state. Though we may have different geographical landscapes and slight differentiation in our community make-ups, we are all so similar at heart and want only the best for the communities within which we all live.

STORIES FROM THOSE WHO FOUND HOPE

I wanted to send a note of gratitude to two of your crisis clinicians, Mia and Tara. A few weeks ago, my best friend's husband drowned in a kayaking accident on the Crystal, just a week after their wedding. Not unexpectedly, she was a mess, openly suicidal and barely functioning. We, her girlfriends and his close friends, dropped everything to be there. Mia and Tara dropped in and formed an incredible net of support, care and kindness. There had to be 15 of us there, and they did a beautiful job of reacting compassionately to everyone's individual response. They fed us, made sure we didn't get dehydrated, collected everyone's personal information so as to contact them later, escorted me to Jess and Chason's home to collect any weapons available for self-harm, and were just all around incredible.

They were absolutely incredible at helping all of us both help Jess through the heinous pain but also remember to take care of ourselves. I was brought to tears knowing that this service exists both for my best friend, the new widow, but also for everyone else in the region, who suffers seemingly insurmountable loss.

With deep gratitude,
Sydney

As the Sheriff of Garfield County, I have been involved in many conversations about the increasing mental health crisis, but I never thought a co-responder program was viable. I was wrong! Michelle Muething and her team at Aspen Hope Center have been providing the Sheriff's Office and our community a great alternative to a law enforcement response to cases that shouldn't require law enforcement! They are quick to respond, follow up and have taught us so much about crisis intervention. We still have a long way to go to with mental health issues, but this program has been the fuel to get us started.

Many Thanks,
Lou Vallario, Sheriff Garfield County

During a very hard time when we had a crisis with one of our own, I was appreciative that the counselor responded so fast to the situation. We all feared the worst because of past problems. Our friend was angry at us for calling for help and almost left, believing that he would be thrown in a hospital. The counselor spent more than two hours talking with him and with all of us. We were stunned at how much time was put into planning and arranging appointments and check-ins - even with us!! In the end, our friend did not go to the hospital. He started therapy with Patti at the Hope Center the next day and for the first time he feels there is hope. What a cool name for an agency.

Thank you,
Jeff, Aspen Skiing Company

MAJOR ACCOMPLISHMENTS



Thank you to our generous supporters
who gave us a place to serve others:

The Esrick Family
Adam and Melony Lewis
Blanca and Cavanaugh O'Leary
Gordon and Elaine Gerson
Nancy Swift Furlotti, Ph.D.
Robert and Marilyn House
Tom and Sallie Bernard,
in memory of Jamie Bernard
Bill and Suzanne Gooch
Stephen and Judith Wertheimer
Merideth Long
Craig and Mariah Morris
Frances Ginsburg and Robert Olson
Steven and Clare Shane
Jessica Fullerton
Aspen Elks Lodge #224
Emily Ransford
Jim Geib
David Gitlitz
Sam Augustine
Harriett Gold

Two donors chose to remain anonymous
and gave a total of more than \$300,000
in honor of Executive Director, Michelle Muething
and Board President, Sandy Iglehart.

Everyone knows what happened with property values in our valley in 2021, and the gem of a location that the Aspen Hope Center calls home was eyed by many. In March, during a brief and unexpected six-minute phone call with the landlord, the Hope Center was thrust into a capital campaign. Words cannot explain the gratitude held for the 15 people who contributed more than 80% of the overall cost. And with some reserve funding, the space was paid off on December 11. The Aspen Hope Center now has a permanent place in downtown Basalt, a town that has had our hearts for many years and holds amazing partnerships. It provides a warm and inviting space for staff and clients alike. We are proud to be residents of Eagle County and look forward to serving the Roaring Fork Valley for many years to come!

Thank you to the Aspen Hope Center
Board of Directors who helped
support this initiative and have been
unwavering in their overall dedication
to the agency and staff:

Sandy Iglehart, Board President
Lady Fuller, Board Secretary
Jim Geib, Board Treasurer

Board Members
Cavanaugh O'Leary
Jim Laing
Steven Esrick
Rabbi Mendel Mintz
Nancy VanDeMark
Sallie Bernard
Jonathan Shamis

MAJOR ACCOMPLISHMENTS



BUILDING CAPACITY, SECURING INFRASTRUCTURE

Many agencies have a plethora of administrators keeping them afloat. For 11 years Aspen Hope Center functioned with one sole administrator, Executive Director, Michelle Muething. A licensed therapist by trade, Michelle vowed to put all that came into the front line work. Now, a \$2.3 million agency, the Hope Center brought in Program Director Sarah Fedishen and Financial Director Shanda Grey in 2021 to provide support, and hired a Operations Director Natasha Lucero-Conklin in 2022. The stronger the administrative infrastructure, the stronger and broader the service line in the community can be.



Sarah Fedishen, LAC, LPCC
Program Director



Shanda Grey
Finance Director



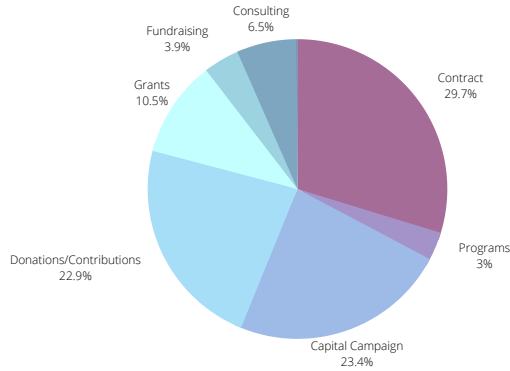
Natasha Lucero-Conklin
Operations Director



For more than 10 years, the Aspen Hope Center has served our valley's youth by having a clinician placed in a few of our mid-valley schools. Starting in the spring of 2011, the first school-based clinician was placed in Basalt High School, the second in Roaring Fork High School and the third in Carbondale Community School. Over the years, support was also provided to Ross Montessori, Bridges High School and Yampah Mountain High School, in the form of counseling on site a few hours a week. In 2021, with much hard work and strong partnerships in the community, four school clinicians tripled to 12. On page four, you can read about the schools who now have a full-time, dedicated clinician for their students. Each school position requires anywhere from \$78,000 to \$95,000 to fully cover all aspects of a clinician's work, materials, and supervision. These are positions the Hope Center is extremely proud of and more schools are poised to join this effort in 2022!

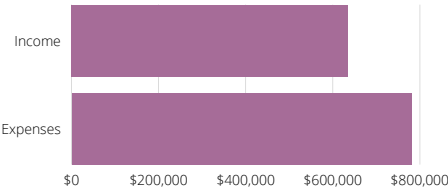
NUMBERS TELL THE STORY

In 2021, the Aspen Hope Center had a very unique financial picture. Events that typically took place annually (The Fashion Show and Sneak A Peak) were not held, a capital campaign was initiated overnight and a celebratory event was put together despite Covid. The Aspen Hope Center holds steady with 30% of its revenue coming from state and local contracts and 25% income stemming from individual or business donations. Program income flows from a small amount of therapy and education provided to the community.



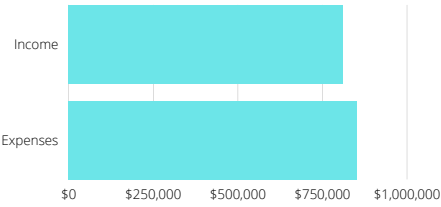
Crisis Work

The Aspen Hope Center has been providing crisis services for more than 11 years and it has only been in the last three years that crisis has pulled in any significant revenue. In 2021, \$634,800 was received for crisis services through state and local contracts and local grants. This income offset the expenses for crisis totaling more than \$780,000.



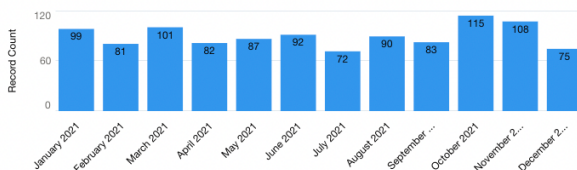
School Work

In 2021, the Aspen Hope Center significantly expanded the school-based mental health program, thanks to the City of Glenwood Springs and additional grant money secured by the Roaring Fork School District. By August of 2021, four clinicians had grown to 12 clinicians and a \$385,000 budget spiked to \$810,000.

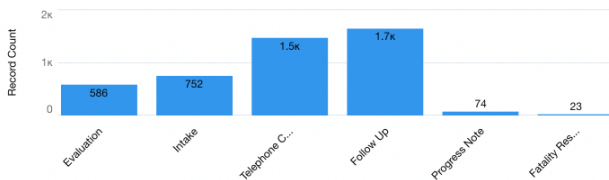


NUMBERS TELL THE STORY

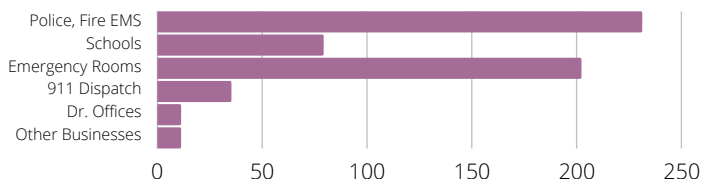
In 2021, October proved to be the busiest month for crisis calls.



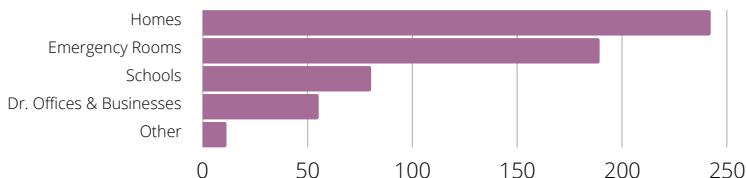
With 586 major high-risk crisis assessments and 752 crisis intakes, more than 3,000 follow-ups were done to make sure people did not fall through the cracks. These calls were follow up where the clinician called to check in on the person evaluated or a friend or loved one who was part of the assessment. The phone calls are clients and loved ones who call to follow up with the Hope Center. A clinician responded to 23 fatality calls to support survivors of all kinds -- friends and family members, wait staff, tow-truck drivers, neighbors, our local first responders and more. If there is a newspaper headline detailing a community tragedy, you can assume the Hope Center is in the backdrop supporting those in need.



The Aspen Hope Center was created to serve the community when in crisis and many of those calls came from community partners who rely on an immediate response. Below are the top six partners who called for assistance.



Below shows the locations clinicians responded to when called. Most often client homes are the preferred choice, but many times people walk into a hospital and need care. The goal is to reduce the number of people presenting to the emergency room for mental health assistance and, in 2022, we aim to increase marketing in the community to help.





Aspen Hope Center
P.O. Box 1115
Basalt, CO 81621
www.aspenhopecenter.org

24-hour Hopeline: 970-925-5858



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item:	Colorado Public Interest Research Group presentation on the Go Electric Vehicle program
Action Requested:	NA
Department:	City Administration
Presented By:	Debra Figueroa
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	Alexandra Sime, an Advocate with the Colorado Public Interest Research Group (CoPIRG) asked to present to City Council on its GoEV campaign. CoPIRG and the GoEV program is requesting that cities pass a resolution to go 100% zero-emission transportation by 200 or sooner with a goal of accelerating the transition of electric vehicles and building confidence in public support for EV adoption. If City Council is supportive, this resolution can be placed on the agenda at a May meeting. A short presentation is attached to this item.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



The GoEV Commitment – 100% EVs

- GoEV City or County is committed to 100% electric or zero-emission transportation by 2050 (or sooner)
- Cities develop an EV Action Plan with intermediary steps over the next 20-30 years
- Scope includes municipal fleets, local transit agency and school districts, taxis/Ubers/Lyfts and similar services, and all passenger vehicles in the community



Why 100% Zero Emission Transportation

- Cities can accelerate the transition through leadership
- 100% zero emission eliminates inequities
- Redefines what's possible – sends signal to community that EVs are the future of transportation and that we are ready

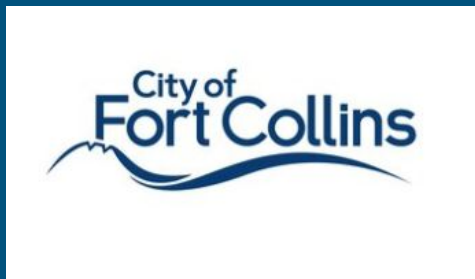
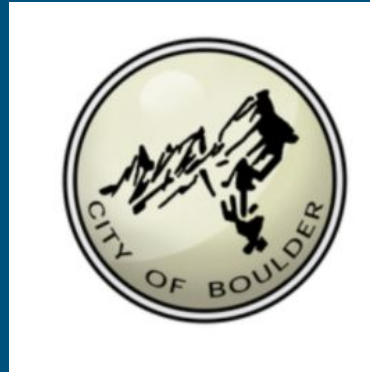


GoEV City Coalition Support

- Highlights commitment via media and social media channels
- Support EV Action Plan development with policy recommendations
- Connect city and county staff with technical expertise and examples around the country



2022 GoEV Cities and Counties





Leading the charge on electric transportation

Colorado cities have a unique opportunity to lead on climate. Many cities have taken action on emission reductions and led the way to cleaner energy in the electricity sector with ambitious renewable energy commitments. They can do the same in the transportation sector by setting bold targets for electric vehicle (EV) adoption, and by implementing policies and strategies to kick the EV transition into high gear. By supporting electric transportation options, municipalities give residents the opportunity to reduce emissions, breathe cleaner

Alexandra Simon – CoPIRG, asimon@copirg.org

Stefan Johnson - CLEER, sjohnson@cleanenergyeconomy.net



City Council
STAFF REPORT
City of Glenwood Springs
April 21, 2022

Agenda Item: Ordinance 2022-15; Impact Fees

Action Requested: Approval of Ordinance 2022-15

Department: Economic and Community Development

Presented By: Jenn Ooton

Strategic Goals: Provide Efficient and Responsive City Government
Ensure Public Safety

Background Info: In researching a question about fire impact fees for a member of the Rural Fire Protection Board, staff realized that the formula for the fire fees was inadvertently left out of the land use code redraft. Staff believes that this is a scrivener's error, however, staff felt that this should come back through the process for a code amendment after so much time had lapsed. Fire fees are one of several system improvement fees that are charged to new and renovated developments to cover the cost of connecting to or receiving services from City Utilities and emergency services.

Changes to Title 070 of the Municipal Code require a public hearing at the Planning and Zoning Commission and Council, so that is why this technical code amendment is coming back through the process. The Comprehensive Plan states that providing efficient public utilities and services is essential to quality of life, livability and to cost-effective growth. According to Ordinance 21-2016, "City Council authorized a study of the industry standard rational nexus of classifications for the payment of fire and emergency services impact fees and reviewed the recommendations in the Fire\EMS System Impact Fee Report dated March 3, 2016 and the information provided on the July 7, 2016 City Council agenda, and determined a policy change was necessary." This item restores the formula that was adopted through that ordinance back into the code.

The Ordinance and Resolutions from 2016 are included as attachments to this report, in addition to the new Ordinance authorizing the amendment. For actions involving amendments to the Land Use, Code, the Planning and Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council. A Code amendment is a legislative decision by the City Council.

Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment:

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. Is necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this Code.

In researching this item, staff found that there was a discrepancy in the manner that the fees for Assessor Dwelling Units (ADU) have been being charged. The signed copy of the ordinance from 2016 sets the fee for an ADU at .65 of the fee that would be equivalent to a single-family residential unit (EQR). However, the spreadsheet that calculates the fees that has been in use since 2016, calculates .25 EQR for an ADU. Staff was unable to determine what happened at the time.

The Planning Commission at its March meeting discussed whether their recommendation should be with the formula as it appears that it was originally adopted or the way that the fees have been

assessed since 2016, at the lower rate. The Commission also discussed the need to revisit all of the fees because of additional needs for the Fire Department and inflation.

The Planning Commission voted 6-0 to recommend approval of the Fire Impact Fee with a recommendation that the fire impact fee for Assessor Dwelling Units remain at 0.25 EQRs.

This is a technical fix to the land use code, which staff believes is consistent with the Comprehensive Plan and other policies. While fire impact fees are not specifically mentioned within the Comprehensive Plan, maintaining fire service is important to the goal to "Preserve the small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown."

As is mentioned elsewhere in this report, this item is intended to ensure that the code reflects the formula that was adopted in 2016. This is similar to other locations within the Municipal Code, which establish a measurement for equivalent to a single-family residential unit for different types of uses.

Issues:	Planning Commission identified the need to update system improvement fees regularly to account for additional needs within the system and address changes within the economy.
Fiscal Impact:	This restores a formula within the Municipal Code to reflect current practice. There would be no fiscal impact.
Legal Review:	Staff worked with Karp Neu Hanlon on the drafting of the ordinance.
Staff Recommendation:	Staff Recommends approval of Ordinance 2022-15 with the following suggested findings that the code amendment: i. Is consistent with the Comprehensive Plan and other City policies; ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code; iii. Is necessary to address a demonstrated community need; iv. Is necessary to respond to substantial changes in conditions and/or policy; and v. Is consistent with the general purpose and intent of this code.

ORDINANCE NO. 15

Series of 2022

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 070.040.030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING CLASSIFICATIONS FOR THE PAYMENT OF FIRE AND EMERGENCY SERVICES IMPACT FEES.

WHEREAS, Subsection 070.040.030(g)(5) of the Glenwood Springs Municipal Code establishes the calculation of emergency services impact fees; and

WHEREAS, City Council authorized a study of the industry standard rational nexus of classifications for the payment of fire and emergency services impact fees and reviewed the recommendations in the Fire\EMS System Impact Fee Report dated March 3, 2016 and the information provided on the July 7, 2016 City Council agenda, and determined a policy change was necessary; and

WHEREAS, the City Council previously amended Section 070.030.150 of the code via Ordinance No. 16, Series 2016, and that revision to implement a classification schedule and EQR definition was inadvertently left out of the land use code redraft in 2018; and

WHEREAS, at its regular March 22, 2022, meeting, the Planning Commission recommended adoption of the proposed fee and text amendment contained herein; and

WHEREAS, the Glenwood Springs Home Rule Charter requires that an ordinance be enacted to effectuate this amendment; and

WHEREAS, the Glenwood Springs City Council finds that it is necessary and proper to amend the Municipal Code as set forth herein.

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

Section 1. The recitals above are hereby adopted as findings.

Section 2. Section 070.040.030 of the City Code is 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 with 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 _____ DAY OF _____ 2022.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

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

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

New language double underlined.

070.040.030 – Site Development and Improvement Standards.

(g) Dedications and Impact Fees.

- (5) Fire and emergency services impact fee. In order to help offset the financial impacts of new development on the residents of the City, all new development shall pay a fire and emergency services impact fee as provided for in this section.

e. Calculation of emergency services impact fee and credit for improvements.

1. The emergency services impact fee shall be calculated as follows, and the amount of the fee shall be set by City Council resolution. One (1) EQR is the equivalent of one single family residential unit.

i. RESIDENTIAL CLASSIFICATIONS

<u>Single-Family Residential Units:</u>	
<u>Single family homes, three (3) bedrooms</u>	<u>1.00 EQR</u>
<u>Each additional bedroom</u>	<u>0.15 EQR</u>
<u>Secondary Residential Units:</u>	
<u>Accessory dwelling unit: guesthouse, accessory dwelling unit, separate apartment attached to single-family residential unit, and other separate residential units associated. Up to two (2) bedrooms, one (1) bathroom, one (1) kitchen</u>	<u>0.25 EQR</u>
<u>Multi-Family Residential Units: duplexes, apartments, townhouses and similar facilities in the same complex, and small cabins in courts, not associated with motels</u>	
<u>Studio apartment or buffet or condo with one (1) kitchen no greater than 1,500 sq ft</u>	<u>0.65 EQR</u>
<u>Up to two (2) bedrooms with 1.5 bath and one (1) kitchen no greater than 1,500 sq ft</u>	<u>0.75 EQR</u>
<u>Three (3) bedrooms with up to two (2) baths and one(1) kitchen, no greater than 2,000 sq ft</u>	<u>1.00 EQR</u>

ii. COMMERCIAL CLASSIFICATIONS

<u>General Office:</u>	
<u>Medical, retail, warehouse, industrial buildings, theaters, grocery stores, churches, athletic clubs and any other commercial classification (per 1,000 sq ft)</u>	<u>0.30 EQR</u>

<u>Special Review</u>	
<u>Any commercial or industrial use that may have special FIRE/EMS needs or that may have hazardous materials may undergo a special review.</u>	

RESOLUTION 2016-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, SETTING THE FIRE AND EMERGENCY SERVICE IMPACT FEE FOR THE PERIOD BEGINNING SEPTEMBER 1, 2016 AND ENDING JANUARY 31, 2018, AND PROVIDING FOR THE ANNUAL ADJUSTMENT OF EMERGENCY SERVICE, WATER, AND WASTEWATER FEES.

WHEREAS, Subsection 070.030.150(e)(6) of the Glenwood Springs Municipal Code establishes the calculation of fire and emergency services impact fees; and

WHEREAS, City Council authorized a study of the industry standard rational nexus of classifications for the payment of fire and emergency services impact fees and determined a policy change was necessary; and

WHEREAS, the City Council desires to set the fire and emergency service impact fees to better reflect actual costs to the City in providing these services to new developments in the City; and

WHEREAS, the City Council further desires to establish annual adjustments of service and system impact fees based on the prior years' average inflation.

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

1. The foregoing recitals are hereby incorporated as if set forth in full.
2. The emergency services impact fee established in Section 070.030.150(6) shall be \$1,290.00 for one (1) equivalent residential unit ("EQR") during the period beginning September 1, 2016 and ending January 31, 2018.
3. Unless otherwise adjusted by the resolution of the Glenwood Springs City Council, the emergency services impact fee set herein shall, beginning in 2018, be adjusted annually based on the prior years' average inflation as established by the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley, to be effective February 1 of each year.
4. Unless otherwise adjusted by the resolution of the Glenwood Springs City Council, the water and wastewater system improvement fees set in Resolution 2016-13 shall, beginning in 2018, be adjusted annually based on the prior years' average inflation as established

by the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley, to be effective February 1 of each year.

INTRODUCED, READ, AND PASSED THIS 4TH DAY OF AUGUST, 2016.

CITY OF GLENWOOD SPRINGS, COLORADO

Michael Gamba, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

ORDINANCE NO. 21

Series of 2016

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 070.030.150 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING CLASSIFICATIONS FOR THE PAYMENT OF FIRE AND EMERGENCY SERVICES IMPACT FEES.

WHEREAS, Subsection 070.030.150(e)(6) of the Glenwood Springs Municipal Code establishes the calculation of emergency services impact fees; and

WHEREAS, City Council authorized a study of the industry standard rational nexus of classifications for the payment of fire and emergency services impact fees and reviewed the recommendations in the Fire\EMS System Impact Fee Report dated March 3, 2016 and the information provided on the July 7, 2016 City Council agenda, and determined a policy change was necessary; and

WHEREAS, the City Council desires to amend Section 070.030.150 by implementing a classification schedule and EQR definition; and

WHEREAS, the Glenwood Springs Home Rule Charter requires that an ordinance be enacted to effectuate this amendment.

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

Section 1. The recitals above are hereby adopted as findings.

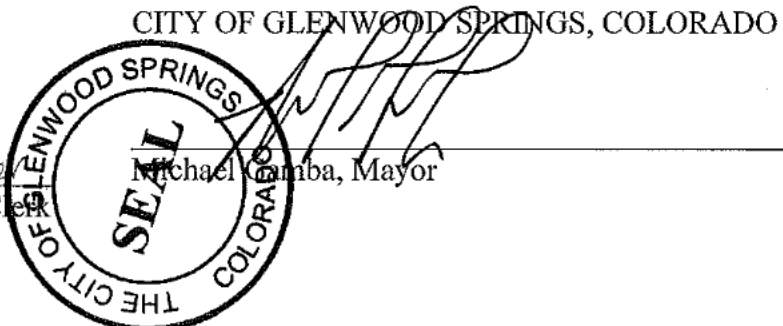
Section 2. Section 070.030.150 of the City Code is hereby amended in part as provided for on the attached **Exhibit A**.

Section 3. Any ordinances or resolutions or parts thereof, which are in conflict with 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 21st DAY OF July, 2016.

ATTEST:

Catherine Mythen Fletcher
Catherine Mythen Fletcher, City Clerk



INTRODUCED, READ ON SECOND READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE
OF SECOND PUBLICATION THIS 4th DAY OF August, 2016.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Catherine Mythen Fletcher
Catherine Mythen Fletcher, City Clerk



Michael Gamba, Mayor

EXHIBIT A

New language in bold.

~~Strike-through language is deleted~~

070.030.150 - Dedications.

...

- (e) *Fire and emergency services impact fee.* In order to help offset the financial impacts of new development on the residents of the City, all new development shall pay a fire and emergency services impact fee as provided for in this section.

...

(6) *Calculation of emergency services impact fee and credit for improvements.*

a. The emergency services impact fee shall be calculated as follows: **based on the EQR classifications provided in this Section 070.030.150 and adjusted annually on February 1, based on the prior years' average inflation as established by the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley, unless otherwise altered by resolution of the City Council.**

1. RESIDENTIAL CLASSIFICATIONS

A. Single-Family Residential Units:

Single family homes, three (3) bedrooms	1.00 EQR
Each additional bedroom	0.15 EQR

B. Secondary Residential Units:

Accessory dwelling unit: guesthouse, accessory dwelling unit, 0.65 EQR
separate apartment attached to single-family residential unit,
and other separate residential units associated. Up to two (2)
bedrooms, one(1) bathroom, one (1) kitchen

C. Multi-Family Residential Units: duplexes, apartments, townhouses, and similar facilities in the same complex, and small cabins in courts not associated with motels.

- | | |
|---|----------|
| a. Studio apartment or buffet or condo with one (1) kitchen,
no greater than 1,500 sq ft | 0.65 EQR |
| b. Up to two (2) bedrooms with 1.5 bath and one (1) kitchen,
no greater than 1,500 sq ft | 0.75 EQR |
| c. Three (3) bedrooms with up to two (2) baths and one(1)
kitchen, no greater than 2,000 sq ft | 1.00 EQR |

2. COMMERCIAL CLASSIFICATIONS

A. General Office, medial, retail, warehouse, industrial buildings, theaters, grocery stores, churches, athletic clubs and any other commercial classification (per 1,000 sq ft) **0.30 EQR**

B. Special Review

Any commercial or industrial use that may have special FIRE/EMS needs or that may have hazardous materials may undergo a special review.

Residential:	\$1,720.43 per residential unit
Commereial:	\$1,720.43 per 1,900 square feet of commercial space



Planning and Zoning Commission Report

Date: March 9, 2022
To: Planning and Zoning Commission
From: Jenn Ooton, Assistant City Manager
Subject: Planning Item 02-22

REQUEST	Consideration of code changes to Title 070
APPLICANT	City of Glenwood Springs
OWNER	
ZONE	
LOCATION:	
SURROUNDING LAND USES	
LOT SIZE	

ACTION ITEMS

Action 1:

Consideration of code text amendments to Municipal Code Section 070.040.030(g)(5)e.1

Staff recommends approval with suggested findings on page 2

Background & Project Description

In researching a question about fire impact fees for a member of the Rural Fire Protection Board, staff realized that the formula for the fire fees was inadvertently left out of the land use code redraft. Staff believes that this is a scrivener's error, however, staff felt that this should come back through the process for a code amendment after so much time had lapsed. It also will be the language that was adopted in 2016 for the formulas.

Fire fees are one of several system improvement fees that are charged to new and renovated developments to cover the cost of connecting to or receiving services from City Utilities and emergency services.

Changes to Title 070 of the Municipal Code require a public hearing at the Planning and Zoning Commission and Council, so that is why this technical code amendment is coming back through the process. The Comprehensive Plan states that providing efficient public utilities and services is essential to quality of life, livability and to cost-effective growth.

According to Ordinance 21-2016, "City Council authorized a study of the industry standard rational nexus of classifications for the payment of fire and emergency services impact fees and reviewed the recommendations in the Fire\EMS System Impact Fee Report dated March 3, 2016 and the information provided on the July 7, 2016 City Council agenda, and determined a policy change was necessary." This item restores the formula that was adopted through that ordinance back into the code. The Ordinance

and Resolutions from 2016 are included as attachments to this report, in addition to the new Ordinance authorizing the amendment.

For actions involving amendments to the Land Use, Code, the Planning and Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

A Code amendment is a legislative decision by the City Council. Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment:

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this Code.

This is a technical fix to the land use code, which staff believes is consistent with the Comprehensive Plan and other policies. While fire impact fees are not specifically mentioned within the Comprehensive Plan, maintaining fire service is important to the goal to "Preserve the small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown."

As is mentioned elsewhere in this report, this item is intended to ensure that the code reflects the formula that was adopted in 2016. This is similar to other locations within the Municipal Code, which establish a measurement for equivalent to a single-family residential unit for different types of uses.

Staff Recommendation and Suggested Findings

Staff recommends approval of the proposed text amendments with the following suggested findings:

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this code.



AGENDA
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
MARCH 22, 2022
Council Chambers, First Floor
101 W. 8TH STREET
6:00 PM

1 Roll Call

Present: Commissioners Wissing, Connerton, Shaver, Waller, White, and Cipperly.

Staff Present: Asst. City Manager Jenn Ooton, Asst. Director Hannah Klausman, Senior Long Range Planner Trent Hyatt, Asst City Attorney Richard Petersen Kremer. Parks Superintendent Dan Roper.

2 Receipt of the Minutes

- A. February 22, 2022 Planning and Zoning Commission Meeting Draft Minutes
Commissioner xxx motioned to approve the minutes. Commissioner xxx seconded. Unanimously approved.

3 Comments from citizens appearing for items not on the agenda

No public comments.

4 Continued Items

- A. Planning File 02-02, Part 2 Fire Impact Fee

Asst. City Manager Jenn Ooton presented the code amendments fixing the Fire impact fees in the municipal code.

Commissioner White asked if this had possibly been reduced as part of the Accessory Dwelling Unit code changes. Staff confirmed that it was not and the .25 number predated those changes.

Commissioner Connerton asked about the reasoning why the numbers possibly got written in error. Commissioner Waller asked about the process timeline and confirming that Planning and Zoning Commission was a recommending body and that City Council had final authority.

Commissioner Cipperly asked after the cost difference represented in the slide. Staff made a correction as the number had been cut off. The fire fee change to 0.65 EQRs would be \$893 and not the \$825 misrepresented in the slide.

Commissioner Waller asked how often the fee structure is looked at and adjusted. Staff explained that fees have an annual fee increase that water and wastewater has been receiving. Fire fees have also just been updated with the increase after a delay in the implementation.

Commissioner White motions to approve the Fire Impact Fee with a recommendation that the fire impact fee remain at 0.25 EQRs. Commissioner Cipperly seconded the motion.

Discussion:

Commissioner Waller asked if Planning and Zoning Commission should make a recommendation on what the number should be or perhaps the frequency with reviewing the fees.

Staff explained that either way would be fine and that staff would relay the recommendation or at minimum the

discussion to City Council.

Commissioner Waller explained that she is more comfortable with the 0.65 number.

Motion passes unanimously with a vote of 6-0.

5 New Items

A. Planning File 53-20 City of Glenwood Springs Parks and Recreation Department World Headquarters Location and Extent Review

Long Range Senior Planner Trent Hyatt presented the Parks Department application materials and criteria for a Location and Extent application.

Commissioner Questions to Staff:

Commissioner Waller asked about the second condition regarding the language “to the best of the applicants financial ability” and if there were some aspects that staff would recommend for suggested changes over others. Staff explained that the Parks Department is open to suggestions and working with staff for enhanced design elements within reason such as:

- Color of the building
- Adding windows to improve the aesthetic

Noted that the applicant is improving on all of the aspects of the current conditions.

Staff reminded that Planning and Zoning could recommend changes while keeping in mind the associated costs towards a building that was utilized out of emergency need after the MOC building was no longer habitable.

Commissioner White asked that if the process was not a location and extent review and a normal planning application, would it need variances?

Staff explained that yes, since the application is a Location and Extent it would not follow the normal variance procedure for areas of code that are not met.

Commissioner Cipperly asked about the color of the building listed as light grey and if that meets the code standard. Staff explained that it was still perceived to be too light of a color.

Parks Superintendent Dan Roper explained that they would like the entire building to match in color and is open to suggestions on color. He further explained that Parks is happy to prioritize where funding is spent for design aspects, but it may mean phased implementation of some aspects such as paving parking. The department is working with Public Works to make sure there is stormwater compliance for improvements in nearby street infrastructure and that is a priority.

Chair Shaver commended the landscape showcase of drought resilience that is proposed. Further asked about the lack of sidewalk. Asked Mr. Roper about a possible flagstone path through the landscape area to connect a future sidewalk connection.

Commissioner Cipperly asked about not providing a sidewalk and if the current landscaping count would be reduced below code requirements when a sidewalk went in.

Mr. Roper explained that the landscaping counted in the application is only that on the lot itself and not the front to-be sidewalk area.

Chair Shaver opened the application for Public Comment.
No public comment.

Mr. Roper responded that it would definitely, be a possibility and something that Parks would support.

Commissioner Cipperly motioned to approve Planning item 53-20 Parks and Recreation Department Location and Extent Review. Commissioner Wissing seconded the motion.

Motion passes unanimously with a vote of 6-0.

B. Planning File 07-22 Code Amendments to 070.040 Development Standards in regard to Landscaping

Asst. Director of Community Development Hannah Klausman presented the proposed code amendments to Title 070 as they relate to drought resiliency and water efficient landscaping. Ms. Klausman gave a comparison with 3 other municipalities as well as a model code from Northwest Colorado Council of Governments report. The code amendments include:

Soil Amendment and Mulch Requirement.

Hydro zoning for plants and corresponding irrigation zones.

Turf Grass limitations and a prohibition of high water use turf grass unless exempted via a waiver for high-use recreation areas that meet the definition of "Functional Turf."

Irrigation system requirements including the requirement for soil moisture sensing device, drip or sub-surface system used in all non-turf grass areas, and any area less than six feet in width that is also surrounded by impervious surfaces.

6 Commissioner Comments

All commissioners praise staff on their excellent presentations.

7 Director Comments

Director Jenn Oton mentions the comprehensive plan various meetings.

Assistant Director of Economic Development Hannah Klausman explains that the packets for the P&Z meetings are typically emailed. If they do not get a staff email with the packet for the meeting, Ms. Klausman asks commissioners to please check online, where the packet is available to everyone.

8 Adjournment

Meetings adjourns at 9:38 pm

Find Solutions to Help Prevent Closures of the I-70 Corridor
Deadline for quotes, support and to be an original cosponsor is Noon Thursday, 4/7/22

Dear Colleague:

Interstate Route 70 (I-70) near Glenwood Springs was closed for several weeks last year after severe mudslides and flash flooding blocked several portions of I-70, burying the road in as much as 10 feet of mud, tearing down retaining walls, and damaging the roadway. Between June 26 and July 28, 2021, the Colorado Department of Transportation (CDOT) closed I-70 through Glenwood Canyon 12 times due to flash flood warnings. The highway was closed in both directions for two weeks straight until it reopened one lane in each direction on August 14th.

I-70 is the gateway to the Rocky Mountains and a major east-west interstate highway that runs through and connects 10 different states from Baltimore, Maryland to Cove Fort, Utah. The I-70 corridor connects 7 of the top 22 farm states producing \$81.4 billion of agriculture goods and 21% of the U.S. total of all commodities.

Because of natural hazards, I-70 through Glenwood Springs experiences significant closures that last greater than one week, three or four times a decade. Closures of I-70 are extremely costly, with an economic impact estimated at \$1 million per hour. When a closure occurs, vehicles are rerouted over dangerous roads or forced to go on a detour five hours outside their commute. This not only creates major headaches for residents in the region, but also stifles commerce and creates massive uncertainty for businesses in surrounding states as well as supply chain issues for the entire country.

Significant economic harm occurred for local communities during the major I-70 closure in 2021. The 2021 closure forced truckers bringing chicken parts and frozen salmon from California to detour through Wyoming adding \$300 dollars per load. Wine Country Inn in Palisade lost thousands of dollars each week as 80% of its business comes from the other side of the mountain and the Denver Metro Area. A Grand Junction Chamber of Commerce Poll found that nearly 50% of business respondents in Grand Junction said their business experienced difficulty in getting supplies and suffered harm from this closure.

Substantial improvements to existing roads and possible alternatives must be studied and then funded in a timely manner to ensure the continuation of commerce as well as the safe movement of goods and people in the event that I-70 is shut down again in the future. 4,900 trucks travel on I-70 in the West on any given day. Business groups have expressed their concerns that finding drivers is hard enough, but when you add several unnecessary hours to hauls resulting from closures it makes it almost impossible. Our communities in the West cannot afford to have our main federal interstate closed for 7 days straight, multiple times every couple years, with no viable alternative.

My bill requires the Department of Transportation (DOT) to study and recommend future alternatives to mitigate harm when I-70 closures occur including analyzing an alternative proposed by Garfield County, 6 spot location improvements proposed by Eagle County, an alternative proposed by Eagle County stakeholders and CDOT, an alternative that improves I-70 system resilience and mitigates nearby hazards, and any other significant improvements and alternatives proposed by Garfield County, Eagle County, CDOT, or DOT before the date of enactment of this Act. The study is not limited to these alternatives and DOT may study other alternatives as well. The bill also includes fast-track provisions that ensure the final recommendations made by DOT will be authorized and funded in a timely manner. Contact mike.curto@mail.house.gov with questions or to add your support.

Sincerely,

Lauren Boebert
Member of Congress

.....
(Original Signature of Member)

117TH CONGRESS
2D SESSION

H. R. _____

To require the Secretary of Transportation to conduct a study on the significant improvements and potential alternatives necessary to offset extended closures associated with Interstate Route 70, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mrs. BOEBERT introduced the following bill; which was referred to the
Committee on _____

A BILL

To require the Secretary of Transportation to conduct a study on the significant improvements and potential alternatives necessary to offset extended closures associated with Interstate Route 70, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “I-70 Detour Act”.

5 **SEC. 2. FINDINGS.**

6 Congress finds the following:

1 (1) Interstate Route 70 is the gateway to the
2 Rocky Mountains and a major east–west interstate
3 highway that runs through and connects 10 different
4 states from Baltimore, Maryland to Cove Fort,
5 Utah.

6 (2) Because of natural hazards, Interstate
7 Route 70 through Glenwood experiences significant
8 closures that last greater than 1 week, three or four
9 times a decade.

10 (3) Substantial improvements to existing roads
11 and possible alternative routes should be studied and
12 then funded in a timely manner to ensure the con-
13 tinuation of commerce as well as the safe movement
14 of goods and people in the event that Interstate
15 Route 70 is shut down again in the future.

16 (4) Closures of Interstate Route 70 are ex-
17 tremely costly, with an economic impact estimated at
18 \$1 million per hour.

19 (5) At this time, the local counties directly im-
20 pacted by these closures and some of the alternatives
21 proposed in this bill prefer for any county route or
22 county road impacted by this bill to remain under
23 county control and not become a state highway.

24 **SEC. 3. ALTERNATIVES.**

25 (a) REPORT.—

1 (1) IN GENERAL.—As soon as practicable, but
2 not later than 2 years after the date of enactment
3 of this Act, the Secretary of Transportation shall
4 submit to Congress a report with recommendations
5 for significant improvements and potential alter-
6 natives necessary to offset extended closures associ-
7 ated with Interstate Route 70, including—

8 (A) at least 1 alternative that includes the
9 possibility of improving Catherine’s Store Road,
10 as proposed by Garfield County, Colorado;

11 (B) at least 1 alternative that includes the
12 possibility of improving the 6 spot locations to
13 existing roads, as proposed by Eagle County,
14 Colorado;

15 (C) at least 1 alternative that includes the
16 possibility of improving an existing road down
17 Cottonwood Creek, as proposed by Eagle Coun-
18 ty stakeholders and the Colorado Department
19 of Transportation;

20 (D) at least 1 alternative that includes the
21 possibility of improving Interstate Route 70
22 system resilience and reducing risks from near-
23 by hazards; and

24 (E) any other significant improvements
25 and alternatives proposed by Garfield County,

1 Colorado, Eagle County, Colorado, the Colorado
2 Department of Transportation, or the Secretary
3 before the date of enactment of this Act.

4 (2) CONTENTS.—The report required under
5 paragraph (1) shall include information regarding
6 the cost and feasibility of each alternative or im-
7 provement described in such report.

8 (b) LEGISLATION.—

9 (1) IN GENERAL.—Not later than 60 days after
10 the Secretary submits the report to Congress under
11 subsection (a), the Committee on Transportation
12 and Infrastructure of the House of Representatives
13 and the Committee on Commerce, Science, and
14 Transportation of the Senate shall produce legisla-
15 tion based on the recommendations provided by the
16 Secretary in such report.

17 (2) AUTHORIZATION OF APPROPRIATIONS.—
18 The legislation produced under paragraph (1) shall
19 include a provision to authorize appropriations to
20 carry out any activities authorized in such legisla-
21 tion.

22 (3) CONSIDERATION.—Not later than 60 days
23 after producing legislation under paragraph (1), the
24 committees referred to in such paragraph shall move
25 to consider such legislation.