



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
SEPTEMBER 15, 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

- | | | |
|------|--|------------------------|
| 3:30 | 1. Enabling Legislation for New Ballot Measure | Information/Discussion |
| 4:00 | 2. Budget | Information/Discussion |

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

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

Topic: 2022/09/15 Regular Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84789437723?pwd=azA4ekg2eS9SaGNDcHNqblhRSE5ZQT09> Passcode: 899107

Or One tap mobile: US: +17193594580,,84789437723# or +13462487799,,84789437723# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 719 359 4580 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782 or +1 386 347 5053 or +1 564 217 2000 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799

Webinar ID: 847 8943 7723

International numbers available: <https://us02web.zoom.us/j/84789437723?pwd=azA4ekg2eS9SaGNDcHNqblhRSE5ZQT09>

REGULAR SESSION

- | | | |
|------|--|--------------------------|
| 6:15 | 3. Roll Call | |
| | 4. Pledge of Allegiance | |
| | 5. Agenda Changes & Conflicts | |
| 6:20 | 6. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes) | |
| 6:30 | 7. Consent Agenda | Discussion and/or Action |
| | A. September 1, 2022 Council Minutes | |
| | B. First Amendment to Lofts Parking Lease Agreement | |
| | C. Appoint a Liquor and Marijuana Licensing Authority | |
| | D. Comprehensive Plan Change Order | |
| | E. Award Request For Proposal 2022-23P; Transit Expansion Analysis | |

ACTIONS AND/OR PRESENTATIONS

- | | | |
|------|--|--------------------------|
| 6:30 | 8. Community Broadband Update | Discussion and/or Action |
| 6:50 | 9. Mind Springs | Discussion and/or Action |
| 7:10 | 10. Community Center Passes for Positive Influence on Minors | Discussion and/or Action |
| 7:30 | 11. Geogrid Easement for BLD Meadows Development | Discussion and/or Action |
| 7:50 | 12. Council Comments | |

8:00 13. Report from City Administration

A. City Manager

B. City Attorney

C. Correspondence Incoming/Outgoing

14. Executive Session on City Manager Search

Information/Discussion

Executive Session pursuant to CRS 24-6-402(4)(f)(I) regarding personnel matters which no employee has requested be in an open meeting more specifically regarding the City Manager's search.

15. Adjournment



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item: Enabling Legislation for New Ballot Measure

Action Requested:

Department: City Administration

Presented By: Karl Hanlon

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life

Background Info: At the time of the packet deadline an updated version of the ordinance for the regulation related to the ballot measure had not been prepared.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: The City Attorney's Office will provide this in advance of the meeting.



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item:	Budget
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd, Yvette Gustad
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Generate Sustainable Economic Development Ensure Public Safety
Background Info:	Staff will submit the budget during the October 6 meeting. This work session will cover General Fund, Fire EMS, A&I, Capital Projects.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item: September 1, 2022 Council Minutes

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: September 1, 2022 City Council Minutes

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
SEPTEMBER 1, 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 4. :00 Roll Call

Present: Mayor Godes, Mayor Pro-Tem Willman, Councilor Dehm, Councilor Stepp, Councilor Kaup, Councilor Wussow, and Councilor Hershey. Also present were; Steve Boyd, Acting City Manager; Jenn Ooton, Asst. City Manager; Ryan Muse, City Clerk; Matt Langhorst, Director of Public Works; Yvette Gustad, Finance Director; Terri Partch, City Engineer; Brian Smith, Director of Parks and Rec; and Karl Hanlon, City Attorney.

Item 5. :00 Pledge of Allegiance

Mayor Godes led the Pledge of Allegiance.

Item 6. :00 Agenda Changes or Conflicts

No comments were made.

Item 7. :00 Citizens Appearing Before Council

Citizen comments were made.

Item 8. :04 Proclamation on Constitution Week

A proclamation was made by Mayor Godes.

Item 9. :05 Consent Agenda

:05 Mayor Pro-Tem Willman moved, seconded by Councilor Kaup, to approve the Consent Agenda.

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

Nays: Hershey

Motion passed 6-1.

Item 10. :04 Geogrid Easement for BLD Meadows Development

Hannah Klausman, Assistant Director of Economic and Community Development presented.

Comments were made by Councilor Stepp, Assistant Director of Economic and Community Development Hannah Klausman, Councilor Wussow, City Attorney Karl Hanlon, Councilor Kaup, Councilor Dehm, Mayor Pro-Tem Willman, and Mayor Godes.

:18 Mayor Godes opened the item for public comment.

There was no public comment.

:18 Mayor Godes closed the item for public comment.

Comments were made by Mayor Godes, Assistant Director of Economic and Community Development Hannah Klausman, and Councilor Wussow.

:22 Mayor Godes moved, seconded by Councilor Stepp, for the BLD Development to require the fifteen units that have already been committed and approved to update to the existing code.

Comments were made by Councilor Kaup, Councilor Wussow, and Assistant Director of Economic and Community Development Hannah Klausman.

:25 Mayor Pro-Tem Willman moved, seconded by Councilor Hershey, to delay the existing motion until the next meeting and ask staff to go back and talk to the applicant about what value they might be willing to give in exchange for the approval.

Comments were made by Councilor Kaup.

:26 Mayor Pro-Tem Willman amended his motion, seconded amended by Councilor Hershey, to delay the existing motion until the next meeting and ask staff to go back and talk to the applicant about turning a portion of the city land into part of the developed parcel in exchange for the approval.

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

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

Nays: Godes

Motion passed 6-1.

Item 11. :28 Adopt Local Road Safety Plan

Terri Partch, City Engineer, presented.

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

:54 Mayor Godes opened the item for public comment.

There was no public comment.

:54 Mayor Godes closed the item for public comment.

:54 Councilor Dehm moved, seconded by Councilor Wussow, to adopt the local road safety plan as presented by City Engineer Terri Partch.

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

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

Nays: Willman

Motion passed 6-1.

Item 12. :59 Resolution 2022-34; Ballot Language

Jenn Ooton, Assistant City Manager presented.

1:00 Mayor Pro-Tem Willman moved, seconded by Councilor Dehm, to approve Resolution 2022-34 with Exhibit A with the following changes: at the bottom of page one to delete the following words “excluding any administrative costs” from the ballot language.

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

1:04 Mayor Godes opened the item for public comment.

Public comment was taken.

1:06 Mayor Godes closed the item for public comment.

1:06 Councilor Hershey moved that the programs supported are exclusively built in and benefit only persons within the City of Glenwood Springs.

Motion dies for lack of a second.

1:06 Councilor Hershey moved that housing built can only be utilized by those working in the city limits of Glenwood Springs.

Motion dies for lack of a second.

1:07 Councilor Hershey moved to add language that includes mortgage assistance.

Motion dies for lack of a second.

1:07 Councilor Hershey moved that “purchasing real property” be removed from the ballot language.

Motion dies for lack of a second.

1:07 Councilor Hershey moved that the sunset be shortened to 2032.

Motion dies for lack of a second.

1:08 Councilor Hershey moved that the only accommodation property to be taxed will be short-term.

Motion dies for lack of a second.

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

1:09 Mayor Pro-Tem Willman amended his motion, seconded amended by Councilor Dehm, to include 2.5 million dollars in the opening line of exhibit A as the maximum amount for Tabor.

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

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

Nays: Hershey

Motion passed 6-1.

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

Item 13. 1:17 Ordinance 2022-22; Enabling Legislation on New Ballot Measure

Karl Hanlon, City Attorney presented.

1:19 Mayor Godes opened the item for public comment.

There was no public comment.

1:19 Mayor Godes closed the item for public comment.

1:19 Councilor Wussow moved, seconded by Councilor Dehm, to approve Ordinance 2022-22 Enabling Legislation for New Ballot Measure.

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

1:20 Councilor Wussow amended her motion, seconded amended by Councilor Dehm, to to reflect the work session date as suggested by Legal Counsel.

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

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

Nays: Hershey

Motion passed 6-1.

Break 1:21

Item 14. 1:32 Endorse “Make Colorado Affordable” Ballot Issue

Jonathan Godes, Mayor presented.

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

1:36 Mayor Pro-Tem Willman moved, seconded by Councilor Kaup, to support of a statewide Affordable Housing Issue 108.

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

Nays: Hershey

Motion passed 6-1.

Item 15. 1:37 Approval of Request for Proposal 2022-07P Community Center Tennis Court Restoration Change Order

Brian Smith, Director of Parks and Recreation presented.

Comments were made by Councilor Dehm, Director of Parks and Recreation Brian Smith, Public Works Director Matt Langhorst, Councilor Stepp, Acting City Manager Steve Boyd, Councilor Wussow, Councilor Kaup, City Attorney Karl Hanlon, and Mayor Godes.

1:50 Mayor Pro-Tem Willman moved, seconded by Councilor Wussow, to approve change order number one in the amount not to exceed two hundred sixty-seven thousand one hundred sixty-five dollars and to allow staff discretion on how to proceed.

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

Nays: Kaup

Motion Passes 6-1.

Item 16. 1:51 Sopris View

Brian Smith, Director of Parks and Recreation and Karl Hanlon, City Attorney presented.

1:56 Mayor Godes opened the item for public comment.

Tom Jankovsky, Garfield County Commissioner, and member of the public offered comment.

Comments were made by Mayor Godes, Commissioner Jankovsky, City Attorney Karl Hanlon, Councilor Wussow, Councilor Kaup, Councilor Stepp, Mayor Pro-Tem Willman, and Melissa Daniels, Program Director from the Roaring Fork Outdoor Volunteers.

2:15 Mayor Godes closed the item for public comment.

2:18 Councilor Kaup moved, seconded by Councilor Wussow, to direct staff to secure a rough and reasonable cost estimate for the hiking trail construction and maintenance. Find potential funding options. Ask Legal to complete the draft MOU between all the interested parties including Mr. Burnza, Four Points and Triumph, AVL, Garfield County and the City, and have that brought back to Council for approval within the next thirty-five days which would put it in front of Council by the October 7th Council meeting.

Comments were made by Councilor Stepp, Councilor Wussow, Mayor Pro-Tem Willman, Parks and Recreation Director Brian Smith, Councilor Dehm, Councilor Kaup, Councilor Hershey, and Mayor Godes.

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

Nays: Godes, Hershey

Motion Passes 5-2.

Item 17. 2:38 Council Comments

Comments were made by Councilor Wussow and Mayor Godes.

2:39 Councilor Wussow requested, seconded by Mayor Godes, that a water wise incentive program be put on the first work session in January.

Comments were made by Councilor Stepp.

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

2:43 Councilor Hershey moved, seconded by Councilor Dehm, to move the start of the October 20th, 2022 Council meeting to 5pm.

Motion passes unanimously.

Item 18. 2:44 Report from City Administration

City Manager

Comments were made by Acting City Manager Steve Boyd.

City Attorney

There were none.

Correspondence Incoming/Outgoing

There were none.

Item 19. 2:44 Adjournment

2:45 Councilor Dehm motioned, seconded by Councilor Stepp, to adjourn.

Motion passed unanimously.

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

0133 Prospector Rd.
Suite 4102J
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*

DATE: September 8, 2022
TO: Glenwood Springs Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Amendment to Lofts Parking Lease

At the request of Public Works Department, the Lofts developer eliminated some parking lot islands along Wulfsohn Road that were demolished during construction of a shoring wall in front of the new multi-family building. This has resulted in an increase in the number of parking spaces in this location. In 2020, the City and the developer entered into a lease for 28 these spaces with the Lofts developer to meet the minimum parking requirements for their multifamily use. The attached amendment to that 2020 lease agreement reflects the changes in numbers and layout/street design to the Lofts' leasehold interest. The developer has executed this amendment.

FIRST AMENDMENT TO ON-STREET PARKING LEASE AGREEMENT

This First Amendment to that On-Street Parking Lease Agreement made by and between the City of Glenwood Springs and SC Glenwood III, LLC dated December 11, 2020 is made and entered into this ____ day of August 2022, by and between the CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality (the "City"), and SC GLENWOOD III, LLC, a Colorado limited liability company its successors and assigns (the "Tenant").

WHEREAS, on December 11, 2020 the Parties entered into an On-Street Parking Lease Agreement recorded in the Office of the Garfield County Clerk and Recorder at Reception No. 949050 (the "Lease"); and

WHEREAS, the City has requested that the Tenant eliminate certain parking lot island improvements located along Wulfsohn Road; and

WHEREAS, such changes requested by the City will result in a increase to the number of parking spaces subject to the Lease being increased from 28 to 30, as depicted on a revised **Exhibit A** to the Lease; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

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

1. The foregoing recitals are incorporated herein as if set forth in full.
2. **Exhibit A to the Lease** is amended as set forth in **Exhibit A to this Amendment**.
3. Except as expressly amended herein, the Agreement as previously amended shall remain unchanged and in full force and effect.
4. Each person signing this First Amendment represents and warrants that said person is fully authorized to enter into and execute this First Amendment and to bind the party it represents to the terms and conditions hereof.
5. This First Amendment may be executed in counterparts, including any facsimile or electronic copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
6. The Developer shall cause an executed copy of this First Amendment to be recorded in the Office of the Garfield County Clerk and Recorder, pay all applicable recording fees, and provide recorded copies to the Office of the City Clerk.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the On-Street Parking Lease made by and between the City of Glenwood Springs and SC Glenwood III, LLC as of the date first above written.

CITY OF GLENWOOD SPRINGS

Jonathan Godes, Mayor

Ryan Muse, City Clerk

APPROVED AS TO FORM:

Karl J. Hanlon, City Attorney

TENANT:

SC GLENWOOD III, LLC,
a Colorado limited liability company
By: Glenwood Manager III, LLC
By: Stoneleigh Companies, LLC
a Florida limited liability
company,
its Duly Authorized Representative

By: _____
Name: Richard F. Cavanaugh
Its: President

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____

_____, 2022, by Richard F. Cavanaugh the President of Stoneleigh Companies, LLC, a Florida limited liability company, the Duly Authorized Representative of SC Glenwood III, LLC, a Colorado limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set therein set forth.

Witness my hand and seal.

My commission expires: _____

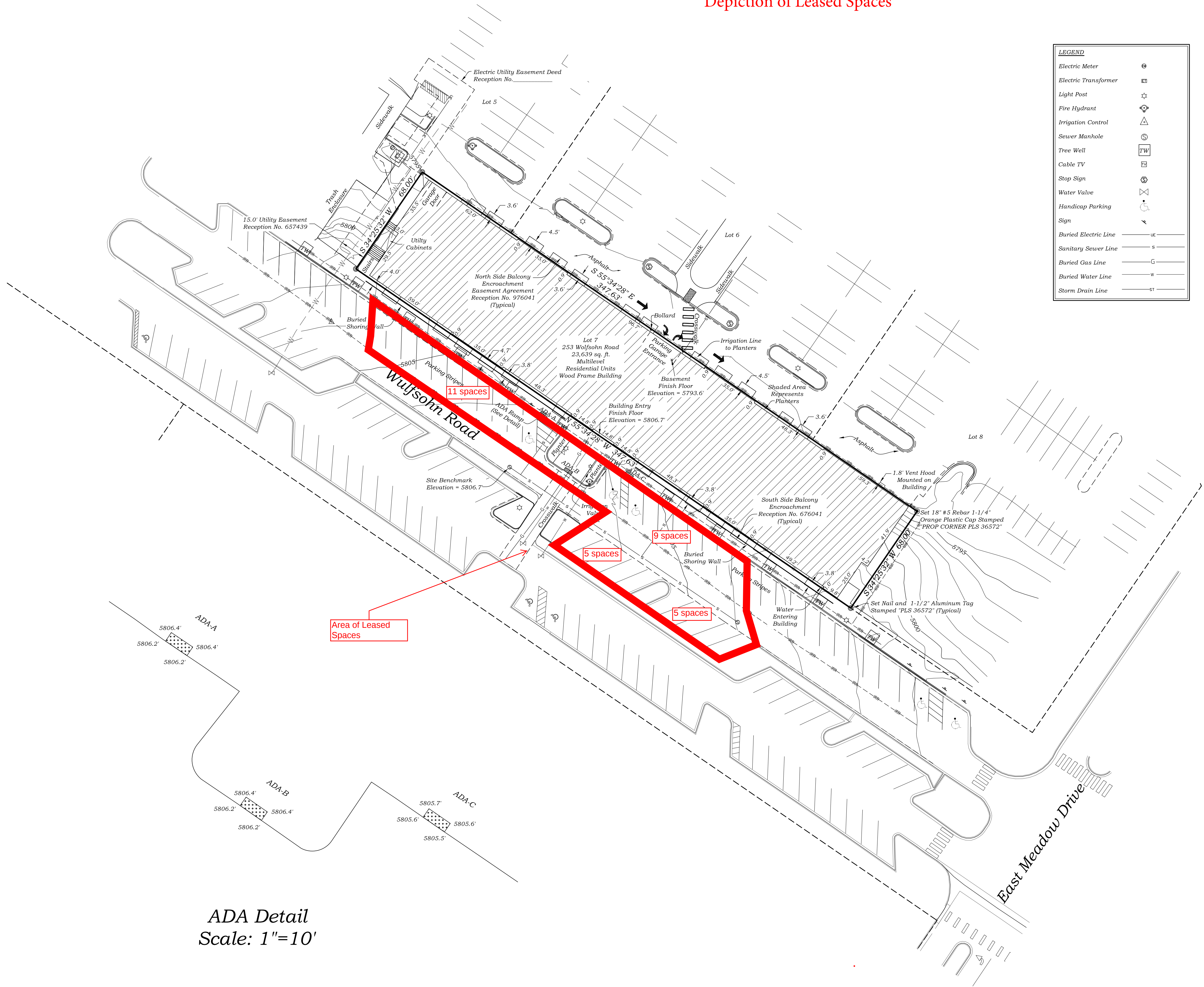
Notary Public

[***Seal***]

IMPROVEMENT SURVEY PLAT

Lot 7, Glenwood Meadows No. 2

Exhibit A
Depiction of Leased Spaces



ADA Detail
Scale: 1"=10'

PROPERTY DESCRIPTION

LOT 7, GLENWOOD MEADOWS NO. 2
RECORDED AUGUST 9, 2004 AS RECEPTION NO. 657439

NOTES

- 1.) DATE OF SURVEY WAS JUNE 2022.
- 2.) CONTOUR INTERVAL FOR THIS SURVEY IS ONE FOOT.
- 3.) ELEVATION OF THE SITE, BASED ON GPS OBSERVATION, EQUALS 5806.7 FEET WGS 84 ON A SEWERMAHOLE, THE SITE BENCHMARK, AS SHOWN HEREON.
- 4.) BURIED UTILITY LINES SHOWN HEREON ARE AS INSTALLED PER DESIGN AND CONTRACTOR'S CHANGES.
- 5.) THIS EXISTING CONDITIONS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT REPRESENT A TITLE SEARCH BY THIS SURVEYOR OR BOOKCLIFF SURVEY SERVICES, INC. OF THE PROPERTY SHOWN TO DETERMINE OWNERSHIP, COMPATIBILITY WITH ADJOINING PARCELS, OR EASEMENT OR ENCUMBRANCES OF RECORDS AFFECTING THIS PARCEL.

SURVEYOR'S CERTIFICATE

I MICHAEL J. LANGHORNE, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FOR RVC CONSTRUCTION CO. LLC AND THE CITY OF GLENWOOD SPRINGS AND DESCRIBES THE PARCELS APPEARANCE ON JUNE 28, 2022, THAT IT ACCURATELY REPRESENTS A SURVEY, PERFORMED EITHER BY ME OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONFORMS WITH THE CURRENT "STANDARDS FOR LAND SURVEYS" OF THE COLORADO AEC BOARD OF REGISTRATION, AS WELL AS WITH RELATED SURVEY REQUIREMENTS OF CURRENT VERSIONS OF THE COLORADO REVISED STATUTES. THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE.

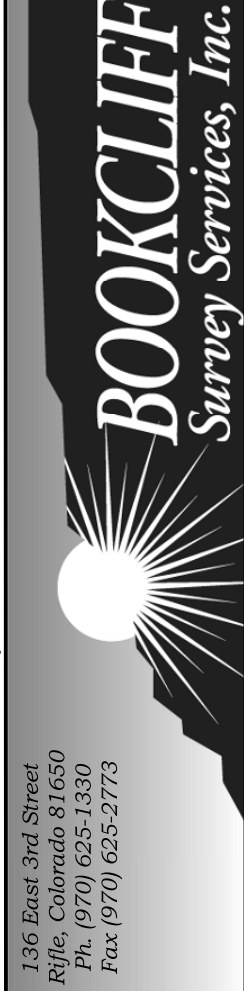
IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL

DATE: _____

MICHAEL J. LANGHORNE, L.S. #36572

REVIEW

REVISION	DESCRIPTION
7/12/22	REDLINES REVIEW
8/2/22	WATERLINE TO BUILDING
8/17/22	ADA DETAIL/IRRIGATION



IMPROVEMENT SURVEY PLAT

RVC CONSTRUCTION CO. LLC
510 SOUTH 800 EAST
SALT LAKE CITY, UT 84102

FILE:	IMP
DFT:	TL
CK:	M.J.L.
DATE:	7/6/22
PROJECT NO.	20176
SHEET	1
OF	1

ON-STREET PARKING LEASE AGREEMENT

THIS ON-STREET PARKING LEASE AGREEMENT ("Lease") is made and entered into and is effective as of the 11th day of ^{December} __, 2020, ("**Lease Date**") between **THE CITY OF GLENWOOD SPRINGS**, a home rule municipal corporation ("**City**"), and **SC GLENWOOD III, LLC**, a Colorado limited liability company its successors and assigns (collectively, the "**Tenant**").

RECITALS

WHEREAS, City is a duly organized and existing home-rule municipal corporation of the County of Garfield and State of Colorado with full power and authority to enter into this Lease; and

WHEREAS, Tenant is the owner of .543 acres of land, being that certain real property described as Lot 7, Glenwood Meadows No. 2, and recorded on August 9, 2004 at Reception No. 657439 in the City of Glenwood Springs, County of Garfield, State of Colorado ("**Property**"); and

WHEREAS, the Property is located within the development known as "Glenwood Meadows" as defined in the Annexation and Development Agreement recorded in the records of the Garfield county Clerk and Recorder on December 6, 2002 as Reception No. 616083 ("Glenwood Meadows"); and

WHEREAS, the City has heretofore constructed the On-Street Parking Spaces and all necessary surrounding infrastructure on Wulfsohn Road as required for the Glenwood Meadows District; and

WHEREAS, pursuant to the Fourth Amendment to Annexation and Development Agreement Glenwood Meadows, LLC Annexation, dated August 1, 2013, recorded on August 8, 2013 at Reception #839074, rerecorded at Reception # 861345 on April 10, 2015 ("**Fourth Amendment**"), Section V.d., the On-Street Parking Spaces within the Wulfsohn Road right-of-way have been credited against the otherwise applicable minimum number of onsite parking space requirements applicable and otherwise required by development of Owner's Retained Lots within such C-2 Mixed Use Lots; and

WHEREAS, Exhibit A to this Agreement further defines the 28 specific on-street ^(circled) parking spaces which are the subject matter of this Lease, for which Tenant shall have the sole and exclusive use and possession during the term of this Lease, and for which Tenant is responsible for repairing and maintaining ("**Leased Spaces**").

NOW THEREFORE, the City and Tenant agree as follows:

AGREEMENT:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Lease and are made a part hereof as if specifically set forth herein.

2. **Rent and Term.** In consideration of the payment of rent to the City for the Leased Spaces in the amount of Three Hundred Thirty Six and No/100 Dollars (\$336.00) per year by Tenant ("**Rent**"), and the covenants, consideration and agreements herein contained, the City hereby leases to Tenant the Leased Spaces for a term of twenty (20) years from and after the Lease Date ("**Term**"). During the Term, Tenant shall have the sole and exclusive use of the Leased Spaces. Tenant shall pay the Rent to the City for the remainder of the year in which this Lease is executed on a prorated basis simultaneously with the execution of this Lease. Thereafter, annual Rent shall be paid no later than January 31st of each calendar year of the Term. Rent for the last year of the Term shall be prorated as well. At Tenant's option, Tenant may prepay the Rent for all or any additional portion of the Term at any time.

3. **Additional Leases.** The City and Tenant shall have the right to enter up to four (4) additional leases for the Leased Spaces, each for a consecutive twenty (20) year term, and each in form and substance as set forth on Exhibit B, attached hereto and made a part hereof. Within the last two (2) years of the Term of the Lease, Tenant shall provide written notice to the City if Tenant wants to enter into a new twenty (20) year parking lease which shall commence on the day after the expiration of the Term. Within sixty (60) days of Tenant's written notice to the City, the City shall provide written notice to Tenant indicating whether the City will agree to enter into a new on-street parking lease with Tenant for the Leased Spaces. If the City does not desire to enter into a new lease with Tenant for the Leased Spaces, the City shall provide specific reasons in writing to Tenant indicating why they do not desire to enter into a new lease with Tenant. The City and Tenant will then have a period of sixty (60) days to use reasonable, good faith efforts to resolve any issues the City and/or Tenant may have in entering into a new lease for the Leased Spaces. If the City and Tenant cannot agree upon a new lease for the Leased Spaces within the aforesaid sixty (60) day period, the following shall occur at the end of the current Term: (i) the On-Street Parking Spaces on Wulfsohn Road will continue to be credited against the minimum number of onsite parking space requirements applicable and otherwise required by development of the Property, and under any applicable codes and regulations in Glenwood Springs; (ii) the Property will remain legally conforming as to parking requirements; (iii) Tenant will have no further duties or obligations for the maintenance, repair and upkeep of the Leased Spaces, and the City will be responsible for all costs of maintenance, repair and upkeep of the Leased Spaces; (iv) the City will not lease the Leased Spaces to any other party; (v) the Leased Spaces shall remain "public" parking spaces, but not exclusive as to any party; and (vi) the City shall use its best reasonable good faith efforts to provide no less than the same number of



Reception#: 949050

01/22/2021 10:47:41 AM Jean Alberico

3 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

exclusive alternate Leased Spaces (“**Alternate Leased Spaces**”) in no further proximity to the Property than the Leased Spaces. The lease for the Alternate Leased Spaces shall be the same in form and substance as Exhibit B.

4. Tenant Maintenance of the Leased Spaces. All maintenance, operation, use and occupancy of the Leased Spaces shall comply with and be performed in strict compliance of the Charter, Ordinance, Codes, and Policies of the City, as well as applicable state and federal rules and regulations. During the Term, Tenant shall at all times keep and maintain the Leased Spaces free of all liens, including lender, mechanic’s and materialman’s liens. During the Term, Tenant shall be responsible for all maintenance, repair, replacement and upkeep of the Leased Spaces as well as the asphalt surface, curb and gutter, and center concrete island structures associated with the Leased Spaces. Required maintenance includes plowing and removal of snow and ice from the Leased Spaces as well as the plowing and removal of snow and ice on the sidewalks, curbs, gutters, and center concrete islands associated with the Leased Spaces. Tenant’s obligation to remove snow and ice shall mean removal of snow and ice from Glenwood Meadows. The City shall maintain, or cause others to maintain, including the plowing and removal of snow and ice, the Wulfsohn Road right-of-way, and all other sidewalks around all the remaining Leased Spaces and additional parking spaces, all as reflected on Exhibit A. Tenant may post signs, paint/label spaces on the ground or restripe the Leased Spaces a different color indicating that each Leased Space is for the exclusive use of automobiles of the tenants, guests and invitees of the Property. Tenant may provide specific rules and regulations for tenants on the Property, as well as their guests and invitees of the Property. Tenant shall have the right to enforce its exclusive use of the Leased Spaces by any legal means, including, but not limited to, the towing of the illegally parked vehicles at the vehicle owner’s expense.

5. Access and Use by the City. Tenant agrees that the City may enter and utilize the Leased Spaces at any time for the purpose of installing, repairing, replacing or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public for any public purpose other than on-street parking. Nothing in the Lease shall in any way limit the authority of the City Council over the public right-of-way except as expressly set forth in this Lease. The City may at any time during the Term hereof determine in its sole discretion to use or cause or permit the Wulfsohn Road right of way to be used for any other public purpose that does not preclude, reduce or remove the use of the right of way on Wulfsohn Road for vehicular traffic or the Leased Spaces, including but not limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not.

6. Indemnification. TENANT COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR IN



CONNECTION WITH, THE MAINTENANCE, OCCUPANCY AND USE OF THE LEASED SPACES AND USES GRANTED HEREUNDER, AND TENANT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. TENANT SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO THE CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE LEASED SPACES AND ANY AND ALL ACTS OR OMISSIONS OF TENANT, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUB- CONTRACTORS, LICENSEES, OR INVITEES.

7. **Survival Clause.** The "Indemnification" provision set forth in this Lease shall survive the completion of the Term and the satisfaction, expiration, or termination of this Lease.

8. **Insurance.** Tenant agrees, binds and obligates itself, its successors and assigns, to maintain and keep in force public liability insurance at all times during the Term of this Lease over the Leased Spaces and name the City as an additional insured thereunder.

9. **Non-Compliance.** During the Term, each party agrees to provide written notice to the other party of any non-compliance with this Lease, setting forth the matters of non-compliance with specificity and particularity. If such non-compliance is not cured to the reasonable satisfaction of the other party within thirty (30) days, the other party shall have the right to cure the non-compliance and bill the other party for the costs associated therewith. If Tenant fails to pay the Rent on or before the date due, the City shall provide no than thirty (30) days' written notice to Tenant of such failure, and Tenant shall pay the past due amounts to the City within such time period. If Tenant does not pay the Rent within said thirty (30) day period, the City shall have the right to terminate this Lease on no less than ten (10) days' prior written notice to Tenant (during which time Tenant shall have the right to pay the past due Rent).

10. **Notices.** All notices and other communications required or permitted under this Lease shall be in writing and shall be given: (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth below, and shall be deemed to be effective when actually received or refused. Either party may by similar written notice given, change the address to which future notices or other communications shall be sent.

If to the City: City of Glenwood Springs
 101 W. 8th Street
 Glenwood Springs, CO 81601



Reception#: 949050
01/22/2021 10:47:41 AM Jean Alberico
5 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

If to the Tenant: SC Glenwood III, LLC
c/o Stoneleigh Companies, LLC
760 W. Main Street, Suite 140
Barrington, Illinois 60010

11. **Lease to be Recorded.** Tenant and City agree to record this Lease in the real property records of Garfield County, Colorado. This Lease shall constitute an insurable interest in the Leased Spaces. Tenant and its lender may obtain a leasehold title policy covering the Leased Spaces.

12. **Assignment.** The Lease shall be assignable to all subsequent owners of the Property, as further provided in this Paragraph 12. The City shall be notified in writing of the transfer of title to the Property within thirty (30) days of such transfer along with a fully executed copy of the assignee's written agreement to be bound by the terms and conditions of this Lease. Tenant covenants and agrees that it will not assign any or all of its rights, privileges or duties under this Lease to any party other than a subsequent owner of the Property without the written approval of the City, which approval shall not unreasonably be withheld; *provided, however*, that in the event of foreclosure by a lender of the owner of the Property, a copy of the judgment transferring title by Court order may be provided to the City, within thirty (30) days of such judgment, in lieu of assignment by Tenant. The City may assign its rights under this Lease, including the entitlement to any remaining Rent. The City will provide notice of such assignment to Tenant as reasonably necessary.

13. **Governmental Immunity.** Nothing in this Lease Agreement shall be read to waive, limit, or abrogate the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10- 101, et seq.

14. **Jurisdiction.** Any cause of action for breach of this Lease shall be brought in Garfield County, Colorado. This Lease shall be governed by the laws of the State of Colorado.

15. **Counterparts.** This Lease may be executed in identical counterparts, and when each of the parties hereto has executed and delivered one or more counterparts of this Lease, this Lease shall be binding and effective, even though no single counterpart has been executed by both parties.

16. **Entire Agreement.** This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by City and Tenant.

17. **Severability.** If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of



Reception#: 949050

01/22/2021 10:47:41 AM Jean Alberico

6 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added or said provision shall be modified as similar in terms to such illegal, invalid or unenforceable provision as may be possible and shall be legal, valid and enforceable.

18. Representative. Each person signing this Lease represents and warrants that he or she is fully authorized to enter into and execute this Lease, and to bind the Party it represents to the terms and conditions hereof.

19. Attorneys' Fees. Should this Lease become the subject of litigation between the City and Tenant, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all actual costs in connection herewith. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Reception#: 949050

01/22/2021 10:47:41 AM Jean Alberico

7 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

IN WITNESS WHEREOF, the parties have executed this On-Street Parking Lease Agreement as of the date first above written.

CITY OF GLENWOOD SPRINGS

By: Jon Dodes
_____, Mayor

ATTEST:

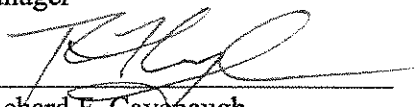
By: Catherine Fletcher
_____, City Clerk

TENANT:

SC GLENWOOD III, LLC,
a Colorado limited liability company

By: Glenwood Manager III, LLC ,
a Colorado limited liability company
Its: Manager

By: Stoneleigh Companies, LLC,
a Florida limited liability company
Its: Manager

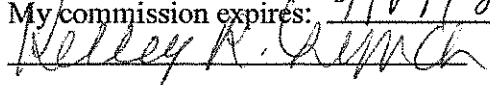
By: 
Name: Richard F. Cavanaugh
Its: President

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 11th day of Dec.

2020, by Richard F. Cavanaugh, the President of Stoneleigh Companies, LLC, a Florida limited liability company, the Manager of Glenwood Manager III, LLC, a Colorado limited liability company, the Manager of SC Glenwood III, LLC, a Colorado limited liability company, who is personally is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set therein set forth.

Witness my hand and seal.

My commission expires: 9/17/2024


Notary Public

[***Seal**]

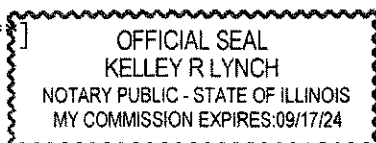


EXHIBIT A

DEPICTION OF LEASED SPACES

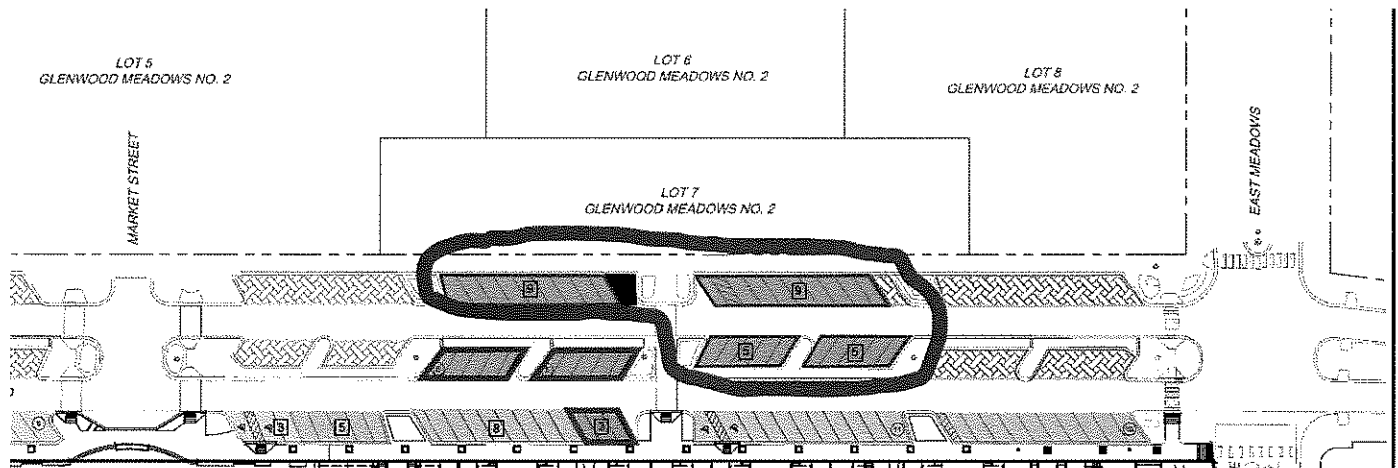


EXHIBIT B

FORM OF ADDITIONAL LEASES

ON-STREET PARKING LEASE AGREEMENT

This **ON-STREET PARKING LEASE AGREEMENT** ("Lease") is made and entered into and is effective as of the _____ day of ____ 20__, ("Lease Date") between **THE CITY OF GLENWOOD SPRINGS**, a home rule municipal corporation ("**City**"), and _____, a(n) _____ ("**Tenant**").

RECITALS

WHEREAS, City is a duly organized and existing home-rule municipal corporation of the County of Garfield and State of Colorado with full power and authority to enter into this Lease; and

WHEREAS, Tenant is the owner of .543 acres of land, being that certain real property described as Lot 7, Glenwood Meadows No. 2, and recorded on August 9, 2004 at Reception No. 657439 in the City of Glenwood Springs, County of Garfield, State of Colorado ("**Property**"); and

WHEREAS, the Property is located within the development known as "Glenwood Meadows" as defined in the Annexation and Development Agreement recorded in the records of the Garfield county Clerk and Recorder on December 6, 2002 as Reception No. 616083 ("Glenwood Meadows"); and

WHEREAS, the City and SC Glenwood III, LLC entered into an On-Street Parking Lease Agreement dated _____, and recorded on _____ as Reception # _____ (the "**Prior Lease**") for the lease of 28 specific parking spaces in the Wulfsohn Road right-of-way as identified on the attached Exhibit A, and incorporated herein by this reference, ("**Leased Spaces**"); and

WHEREAS, Section 3 of the Prior Lease allows the City and Tenant to enter into 4 additional 20 year leases for the Leased Spaces; and

WHEREAS, the Parties hereto wish to enter into this Lease for a 20-year Term, during which period Tenant shall have the sole and exclusive use of the Leased Spaces, and shall be responsible for maintaining the same.

NOW THEREFORE, the City and Tenant agree as follows:

AGREEMENT:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Lease and are made a part hereof as if specifically set forth herein.

2. **Rent and Term.** In consideration of the rental payment to the City for the Leased Spaces in the amount of _____ per year by Tenant ("**Rent**"), and the covenants, consideration and agreements herein contained, the City hereby leases to Tenant, the On-Street Parking Spaces for an additional term of twenty (20) years ("**Additional Term**") from and after the Lease Date. During the Additional Term, Tenant shall have the sole and exclusive use of the On-Street Parking Spaces. Tenant shall pay the Rent to the City for the remainder of the year in which this Lease is executed on a prorated basis simultaneously with the executed of this Lease. Thereafter, annual Rent shall be paid no later than January 31st of each calendar year of the Additional Term. Rent for the last year of the Additional Term shall be prorated as well. At Tenant's option, Tenant may prepay the Rent for all or any remaining portion of the Additional Term at any time.

3. **Additional Leases.** The City and Tenant shall have the right to enter into _____ additional leases for the Leased Spaces, each for a consecutive twenty (20) year term, consistent with this Lease, and in the form and substance of this Lease. Within the last two (2) years of the Additional Term, Tenant shall provide written notice to the City if Tenant wants to enter into a new twenty (20) year parking lease which shall commence on the day after the expiration of the Additional Term. Within sixty (60) days of Tenant's written notice to the City, the City shall provide written notice to Tenant indicating whether the City will agree to enter into a new on-street parking lease with Tenant for the Leased Spaces. If the City does not desire to enter into a new lease with Tenant, for the Leased Spaces, the City shall provide specific reasons in writing to Tenant indicating why they do not desire to enter into a new lease with Tenant. The City and Tenant will then have a period of sixty (60) days to use reasonable good faith efforts to resolve any issues the City and/or Tenant may have in entering into a new lease for the Leased Spaces. If the City and Tenant cannot agree upon a new lease for the Leased Spaces within the aforesaid sixty (60) day period, the following shall occur at the end of the Additional Term: (i) the On-Street Parking Spaces on Wulfsohn Road will continue to be credited against the minimum number of onsite parking space requirements applicable and otherwise required by development of the Property and under any applicable codes or regulations in Glenwood Springs; (ii) the Property will remain legally conforming as to parking requirements; (iii) Tenant will have no duties or obligations for the further maintenance, repair and upkeep of the Leased Spaces, and the City will be responsible for all costs of maintenance, repair and upkeep of the Leased Spaces; (iv) the City will not lease the Leased Spaces to any other party; (v) the Leased Spaces shall remain "public" parking spaces, but not exclusive as to any party; and (vi) the City shall use its best reasonable good faith efforts to provide no less than the same number of exclusive alternate Leased Spaces ("**Alternate Leased Spaces**") in no further proximity to the Property than the Leased Spaces. The lease for the Alternate Leased Spaces shall be the same in form and substance as this Lease.

4. **Tenant Maintenance of the Leased Spaces.** All maintenance, operation, use and occupancy of the Leased Spaces shall comply with and be performed in strict compliance of the



Reception#: 949050

01/22/2021 10:47:41 AM Jean Alberico

12 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

Charter, Ordinance, Codes, and Policies of the City, as well as applicable state and federal rules and regulations. Tenant shall at all times keep and maintain the Leased Spaces free of all liens, including lender, mechanic's and materialman's liens. During the Additional Term, Tenant shall be responsible for all maintenance, repair, replacement and upkeep of the Leased Spaces, as well as the asphalt surface, curb and gutter, and center concrete island structures associated with the Leased Spaces. Required maintenance includes plowing and removal of snow and ice from the Leased Spaces as well as the plowing and removal of snow and ice on the sidewalks, curbs, gutters, and center concrete islands associated with the Leased Spaces. Tenant's obligation to remove snow and ice shall mean removal of snow and ice from Glenwood Meadows. The City shall maintain, or cause others to maintain, including the plowing and removal of snow and ice, the Wulfsohn Road right-of-way, and all other sidewalks around all the remaining Leased Spaces and additional parking spaces, all as reflected on Exhibit A. Tenant may post signs, paint/label spaces on the ground or restripe the Leased Spaces a different color indicating that each Leased Space is for the exclusive use of automobiles of the tenants, guests and invitees of the Property. Tenant may provide specific rules and regulations for tenants on the Property, as well as their guests and invitees of the Property. Tenant shall have the right to enforce its exclusive use of the Leased Spaces by any legal means, including, but not limited to, the towing of the illegally parked vehicles at the vehicle owner's expense.

5. **Access and Use by the City.** Tenant agrees that the City may enter and utilize the Leased Spaces at any time for the purpose of installing, repairing, replacing or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public for any public purpose other than on-street parking. Nothing in this Lease shall in any way limit the authority of the City Council over the public right-of-way except as expressly set forth in this Lease. The City may at any time during the Additional Term hereof determine in its sole discretion to use or cause or permit the Wulfsohn Road right of way to be used for any other public purpose that does not preclude, reduce or remove the use of the right of way on Wulfsohn Road for vehicular traffic or the Leased Spaces, including but not limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not.

6. **Indemnification.** **TENANT COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH, THE MAINTENANCE, OCCUPANCY AND USE OF THE LEASED SPACES AND USES GRANTED HEREUNDER, AND TENANT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. TENANT SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO THE CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE LEASED SPACES AND ANY AND ALL ACTS OR OMISSIONS OF TENANT, ITS OFFICERS, AGENTS,**



Reception#: 949050
 01/22/2021 10:47:41 AM Jean Alberico
 13 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

SERVANTS, EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, LICENSEES, OR INVITEES.

7. **Survival Clause.** The "Indemnification" provision set forth in this Lease shall survive the completion of the Additional Term and the satisfaction, expiration, or termination of this Lease.

8. **Insurance.** Tenant agrees, binds and obligates itself, its successors and assigns, to maintain and keep in force public liability insurance at all times during the Term of this Lease over the Leased Spaces and name the City as an additional insured thereunder.

9. **Non-Compliance.** During the Additional Term, each party agrees to provide written notice to the other party of any non-compliance with this Lease, setting forth the matters of noncompliance with specificity and particularity. If such non-compliance is not cured to the reasonable satisfaction of the other party within thirty (30) days, the other party shall have the right to cure the non-compliance and bill the other party for the costs associated therewith. If Tenant fails to pay the Rent on or before the date due, the City shall provide no than thirty (30) days' written notice to Tenant of such failure, and Tenant shall pay the past due amounts to the City within such time period. If Tenant does not pay the Rent within said thirty (30) day period, the City shall have the right to terminate this Lease on no less than ten (10) days' prior written notice to Tenant (during which time Tenant shall have the right to pay the past due Rent).

10. **Notices.** All notices and other communications required or permitted under this Lease shall be in writing and shall be given: (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth below, and shall be deemed to be effective when actually received or refused. Either party may by similar written notice given, change the address to which future notices or other communications shall be sent.

If to the City: City of Glenwood Springs
 101 W. 8th Street
 Glenwood Springs, CO 81601

If to the Tenant: _____

11. **Lease to be Recorded.** Tenant and City agree to record this Lease in the real property records of Garfield County, Colorado. This Lease shall constitute an insurable interest in the Leased Spaces. Tenant and its lender may obtain a leasehold title policy covering the Leased Spaces.



Reception#: 949050
01/22/2021 10:47:41 AM Jean Alberico
14 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

12. **Assignment.** This Lease shall be assignable to all subsequent owners of the Property, as further provided in this Paragraph 12. The City shall be notified in writing of the transfer of title to the Property within thirty (30) days of such transfer along with a fully executed copy of the assignee's written agreement to be bound by the terms and conditions of this Lease. Tenant covenants and agrees that it will not assign any or all of its rights, privileges or duties under this Lease to any party other than a subsequent owner of the Property without the written approval of the City, which approval shall not unreasonably be withheld; *provided, however*, that in the event of foreclosure by a lender of the owner of the Property, a copy of the judgment transferring title by Court order may be provided to the City, within thirty (30) days of such judgment, in lieu of assignment by Tenant. The City may assign its rights under this Lease, including the entitlement to any remaining Rent. The City will provide notice of such assignment to Tenant as reasonably necessary.

13. **Governmental Immunity.** Nothing in this Lease shall be read to waive, limit, or abrogate the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10- 101, et seq.

14. **Jurisdiction.** Any cause of action for breach of this Lease shall be brought in Garfield County, Colorado. This Lease shall be governed by the laws of the State of Colorado.

15. **Counterparts.** This Lease may be executed in identical counterparts, and when each of the parties hereto has executed and delivered one or more counterparts of this Lease, this Lease shall be binding and effective, even though no single counterpart has been executed by both parties.

16. **Entire Agreement.** This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless expressed in writing and signed by City and Tenant.

17. **Severability.** If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added or said provision shall be modified as similar in terms to such illegal, invalid or unenforceable provision as may be possible and shall be legal, valid and enforceable.

18. **Representative.** Each person signing this Lease represents and warrants that he or she is fully authorized to enter into and execute this Lease, and to bind the Party it represents to the terms and conditions hereof.

19. **Attorneys' Fees.** Should this Lease become the subject of litigation between the City and Tenant, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all actual costs in connection herewith. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Lease.



Reception#: 949050

01/22/2021 10:47:41 AM Jean Alberico

15 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

(Signature Page Follows)



Reception#: 949050
01/22/2021 10:47:41 AM Jean Alberico
16 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

IN WITNESS WHEREOF, the parties have executed this On-Street Parking Lease Agreement as of the date first above written.

CITY OF GLENWOOD SPRINGS

By:

ATTEST:

_____, Mayor

By: _____
_____, City Clerk



Reception#: 949050

01/22/2021 10:47:41 AM Jean Alberico

17 of 17 Rec Fee:\$93.00 Doc Fee:0.00 GARFIELD COUNTY CO

TENANT:

_____,

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing ON-STREET PARKING LEASE AGREEMENT was acknowledged before me this day of 20 by _____, who is personally is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes set therein set forth.

Witness my hand and official seal.

My commission expires: _____

Notary Public



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item: Appoint a Liquor and Marijuana Licensing Authority

Action Requested: Appointment of Liquor and Marijuana

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Need to appoint new authority to replace Angela Roff who's leaving.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: Staff supports approval

RESOLUTION 2022-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, APPOINTING A
HEARING OFFICER TO ACT AS THE LOCAL LIQUOR
AND MARIJUANA LICENSING AUTHORITY.**

WHEREAS, Section 020.020.020 of the Glenwood Springs Municipal Code provides authority for the City Council to appoint a Hearing Officer to act as the Local Liquor Licensing Authority (hereinafter “Local Licensing Authority”); and

WHEREAS, Articles 050.080.020 and 050.090.020 of the Glenwood Springs Municipal Code provide for the City Council to appoint a Hearing Officer to act as the Local Licensing Authority; and

WHEREAS, a Request for Qualifications for a Hearing Officer was circulated, proposals were received and evaluated by City staff, and a recommendation for appointment was made to City Council; and

WHEREAS, City Council has met with and interviewed the recommended individual, and by this Resolution will appoint a Hearing Officer.

**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. Timothy L. Graves and Daniel D. LeMoine from the Law Firm of LeMoine & Graves, P.C. are hereby appointed as the Hearing Officers to act as the Local Licensing Authority in accordance with the requirements and duties documented in Articles 020.020, 050.080, and 050.090 of the Glenwood Springs Municipal Code.

INTRODUCED, READ, AND PASSED THIS 15th DAY OF SEPTEMBER 2022

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item:	Comprehensive Plan Change Order
Action Requested:	Approval of a change order related to the Comprehensive Plan contract.
Department:	Economic and Community Development
Presented By:	Jenn Ooton
Strategic Goals:	Generate Sustainable Economic Development Provide Efficient and Responsive City Government
Background Info:	Cushing Terrell is facilitating the Comprehensive Plan Update process, which has included both English and Spanish public engagement opportunities. This change order includes additional services for language interpretation and preparation for the Latina/o Community Picnic. Staff members anticipate that a draft of the Comprehensive Plan will be ready later this fall. Based on work to-date, staff believes that the Steering Committee will review the first draft of the Plan sometime in October. A joint Planning and Zoning Commission and City Council work session is planned for November.
Issues:	During the first months of the Comprehensive Plan Update process, steering committee members approached City Council about the need for additional community engagement opportunities.
Fiscal Impact:	The increased cost to the contract for additional engagement is \$8,434, and will be paid from the Community Development budget. The original contract was \$213,140, and additional work related to developing growth strategies has already been approved for \$24,473.
Legal Review:	N/A
Staff Recommendation:	Approval of the additional scope of work and cost for increased engagement.



September 2, 2022

Jenn Ooton
 Assistant City Manager
 City of Glenwood Springs
 Glenwood Springs, CO
jenn.ooton@cogs.us

Re: ADD SERVICE #2 SCOPE OF WORK
Project No. GLENWOOD_CPU

Hello Jenn,

This Add Service #2 is in response to the City of Glenwood Springs request to provide additional services for an all-Spanish language Latin-X picnic event on August 21, 2022, as part of the Comprehensive Plan Update process. The additional Latin-X event was not previously included in the original contract scope of work.

SCOPE OF SERVICES AND FEES

Under the direction of the City of Glenwood Springs, Cushing Terrell provided overall coordination for the additional Latin-X outreach event that included the following items:

Task 1: Latin-X Picnic Preparation and Execution

Cushing Terrell and Connect One Design assisted the city in preparing presentation material and facilitating the Latin-X picnic event on August 21, 2022. This task included weekly preparation meetings, event logistics, presentation boards and sub-contractor coordination and event participation and facilitation. The direct cost for presentation board printing was split with the August 25th community event.

Task 2: Language Interpretation and Translation Services

Jen Quevedo provided language translation and interpretation services as part to the Latin-X picnic event. The attached invoice reflects the direct charges for professional services.

Task 3: Contract Administration

Cushing Terrell provided coordination, contract administration and invoicing processing as part of the Add Service #2.

ADD SERVICE COST

The Add Service Cost for the above services is a lump sum amount of \$8,434.

This includes a standard 10% mark-up for subcontractors.

Task 1	\$4,800
Task 2	\$1,548
Task 3	\$1,152
Total Labor	\$7,500
Reimbursable Expense	\$ 300
Sub-consultant Mark-up	\$ 634 (10%)
TOTAL	\$8,434

Thank you for the opportunity to assist the City of Glenwood Springs. We are looking forward to completing the Comprehensive Plan Update in the coming months. If you have any questions, please do not hesitate to contact me at keithwalzak@cushingterrell.com or 970.903.7626.

Sincerely,

Cushing Terrell

A handwritten signature in dark ink, appearing to read "KW", is positioned above the typed name of Keith Walzak.

Keith Walzak, AICP, ASLA
Director of Planning and Landscape Architecture
970.903.7626

Wayne Freeman, PLA
Principal



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item:	Award Request For Proposal 2022-23P; Transit Expansion Analysis
Action Requested:	Approval to award transit expansion analysis project to Mead and Hunt
Department:	Engineering
Presented By:	Terri Partch
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The intent of the Transit Expansion Plan is to analyze improvements to the following: • Improvements to the existing fixed route system to better meet local commuting needs • A potential extension of the fixed route service to north and south Glenwood • An analysis of a shuttle to serve the Glenwood Hot Springs, Iron Mountain Hot Springs, hotels along SH 6, the Meadows Mall area and the city's downtown • Potential service for the elderly or disabled coming into town on the Amtrak • A potential employee shuttle from an outer lot.

In June, city staff contracted with Fehr and Peers to generate a cell phone/GPS data set to analyze internal and regional travel patterns. The data will be used to support the transit expansion analysis, the transportation demand management study, the affordable housing initiatives and comprehensive plan.

Important findings from the cell phone data set/regional travel patterns for the transit expansion study are these:

The top internal trip pairs for the city are these:

- Northwest Glenwood to Glenwood Meadows commercial -1,140 daily trips
- Northwest Glenwood to the high school/City Market/CMC - 810 daily trips
- Northwest Glenwood to Northeast Glenwood - 670 daily trips
- Northeast Glenwood to Glenwood Meadows commercial - 610 daily trips
- South Central Glenwood to the high school/city market/CMC - 550 daily trips
- Northwest Glenwood to downtown -910 daily trips
- Northeast Glenwood to downtown -850 daily trips

A few interesting regional data points:

- 55% in 2022 of the traffic on SH 82 is regional pass through traffic from Garfield and Eagle Counties to Carbondale, Aspen and El Jebel
- 44% of traffic on SH 82 south of Glenwood Springs is Glenwood Springs residents commuting to jobs south along SH 82 (Carbondale, Aspen, El Jebel)
- 60% of inbound commuting trips to Glenwood Springs were from Rifle and New Castle
- 20% of morning commute trips into Glenwood Springs are going to the hospital/medical complex
- 12% of morning commute trips from western Garfield County are going to the high school, city market and CMC area

The Transit Expansion study will evaluate both fixed route service and on demand service internal to Glenwood Springs and will assess the costs of all recommended service improvements. A financial plan for service extension will also be developed.

Staff will continue to work with RFTA to evaluate ways to increase regional transit ridership to reduce the number of vehicles commuting into and through Glenwood Springs. We will also evaluate regional connection points to the city's internal bus network to encourage commuting through transit.

Three proposals were received. City staff and RFTA staff have reviewed the proposals and recommend moving forward with Mead and Hunt. The study was budgeted within the bus tax in 2022.

Transit expansion supports the city's overall goal of reducing vehicular traffic on SH 82.

Issues:

None at this time.

Fiscal Impact:

The cost of the proposed work is \$59,690. The city received a grant from the state for \$40,000 for the project. Overall, \$100,000 was budgeted for the project in the 2022 budget.

Legal Review:

Staff Recommendation:

Staff recommends award of the Transit Expansion Study to Mead and Hunt in the amount of \$59,690.

Glenwood Springs Transit Service Expansion Analysis

City of Glenwood Springs, CO

RFP 2022-23P

August 5, 2022





A. FIRM PROFILE	1
B. KEY PERSONNEL	2
C. TRANSIT PLANNING EXPERIENCE	3
D. PROJECT APPROACH	7
E. BID SCHEDULE.....	14
F. TIMELINE	15

AUGUST 5, 2022

Mr. Ryan Muse
Procurement Department
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601



Subject: RFP 2022-023P Glenwood Springs Transit Service Expansion Analysis

Dear Mr. Muse and Members of the Selection Committee:

Thank you for the opportunity to submit this proposal to evaluate expanded transit service in the City of Glenwood Springs. We are excited at the opportunity to work with you to chart a path toward creating a well-designed local transit system. Mead & Hunt has successfully assisted other local governments to enhance mobility and serve diverse and dispersed populations by offering a range of transit services tailored to meet local needs. Mead & Hunt's transit-related work includes planning, operations, and design services for transit agencies, cities, and counties in diverse urban, rural, and suburban environments.

Mead & Hunt is an employee-owned full-service national consulting engineering and architecture firm with 1,200+ employees and 40 offices nationwide including Denver, CO. We specialize in multimodal transportation planning including transit service planning and operations, data analytics, strategic transportation plans, stakeholder and public engagement, pedestrian and bicycle network planning, and GIS.

PAST EXPERIENCE AND DEPTH OF RESOURCES: Through the successful completion of similar transit expansion studies, we have a deep understanding of the unique challenges of mobility needs in growing rural and resort communities. We recognize that transit is an essential solution not just for managing growth and related seasonal tourist demands, but also for serving the needs of residents, and workers. Our approach to transit planning focuses on putting in the time to identify local needs up front through stakeholder interviews, public engagement, and working with our clients to define clear mobility goals for their existing or new transit services. We believe that for every city there is a right set of transit solutions.

LOCAL TEAM WITH NATIONAL EXPERTISE: We have assembled a seasoned team of professional transit planners, engineers, and analysts that includes a strong Colorado-based Mead & Hunt presence. Our key staff include recognized experts in transit planning and operations, multimodal transportation planning, capital programming, policy, and public outreach that are excited to bring fresh ideas to the City of Glenwood.

In conclusion, we would like to thank you for the opportunity to provide this proposal to the City. We possess the capacity and resources to complete these projects to the highest quality, on time, and within budget. We are eager to begin work on this exciting effort. Thank you for your consideration of our team. Mead & Hunt has no exceptions to the contract specifications or scope of work.

Sincerely,
Mead & Hunt, Inc.

A handwritten signature in black ink, appearing to read 'Paul Silberman'.

Paul Silberman, PE, PTOE
Transportation Department Manager
Paul.Silberman@meadhunt.com | (410) 370-8955

FIRM PROFILE

Mead & Hunt is an employee-owned company with over 1,200 employees working across multiple sectors in more than 40 offices, nationwide. Mead & Hunt has over 50 staff members in the Transportation Planning Department. This includes 20 full-time degreed engineers and planners with over a dozen licensed engineers and certified planners as well as technical support staff. Thoroughly acclimated to performing work for public sector clients, our talented team of professionals is attuned to their unique problems, and seasoned in developing technically sound and innovative solutions.

In the transit realm, Mead & Hunt's portfolio is growing rapidly as we provide transit planning and operations services for numerous regional and local transit properties including the City of Denver, the City of Tulsa, the City of Madison, the City of Clearwater, FL, the City of Baltimore, the District of Columbia, Go Triangle, NC, the Washington Metropolitan Area Transit Authority, and the Maryland Transit Administration.

Our Transportation Planning team delivers high-quality strategic/long range mobility plans, transit service and operations plans, transit development plans, corridor studies, market and ridership analysis, mobility hub/transit center planning and design, pedestrian access and ADA compliance to bus stops and transit stations, station area planning, traveler information, New Starts/Small Starts, NEPA/PEL studies, economic benefits analysis and financial planning, commuter/park and ride lot planning and design, environmental justice/Title VI compliance, grant funding applications and management, graphics and visualization and stakeholder and public outreach. Most recently, Mead & Hunt has taken on FTA program compliance projects, sketch planning for bus maintenance and operations facilities, transit asset management planning, and strategic paratransit analysis and planning.

Our work demonstrates a commitment to creating sustainable transportation systems that support economic development, prioritize safety, preserve critical assets, and enhance multimodal mobility for all users. We recognize that transit is an essential solution to managing growth, seasonal visitor demand, climate change but also serving the needs of local residents and workers.

For over a century, Mead & Hunt has built a reputation as an engineering firm powered by innovative thinkers and technical experts. We recognize the demands and challenges faced by local jurisdictions with limited resources to manage, preserve and expand the great public resource that is our transportation network. Our approach is based on a philosophy of first listening to our clients' needs, then developing cost-effective mobility solutions that improve quality of life, improve travel choices and support economic development. Above all else, your success is our success. We are committed to helping the communities we serve meet their mobility challenges.

WHO WE ARE

EMPLOYEE-OWNED
ENGINEERING &
ARCHITECTURAL FIRM

1200
EMPLOYEES

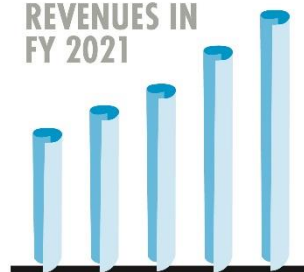


#91
TOP 100
DESIGN FIRM

BY ENGINEERING NEWS-RECORD

ONE OF THE
BEST
PLACES TO WORK
BY CE NEWS

\$213M
REVENUES IN
FY 2021



KEY PERSONNEL



PAUL SILBERMAN, PE, PTOE

MS, CIVIL ENGINEERING

PROJECT MANAGER

Paul has 25 years of experience in multimodal transportation planning and engineering. His expertise includes municipal and strategic transportation plans for all modes, transit service planning and operations, transit needs studies, transit data analysis, ridership forecasting, transit hub and intermodal planning and design, bus priority planning and design, wayfinding signage, station area planning, land use planning/transit oriented development, pedestrian and bicycle access, stakeholder, public and elected official coordination, environmental planning, and cost estimates. Paul led the Upper Valley Transit Enhancement Study for Pitkin County, and he has worked with all modes of transit including local, express, commuter, and rapid bus, streetcar, as well as paratransit, and has been involved in multiple New Starts and other grant funded transit projects, and several FTA Alternatives Analyses.



BRIAN LAVERTY, AICP

MS, URBAN AND REGIONAL PLANNING

SENIOR TRANSPORTATION PLANNER, SERVICE PLANNING AND OPERATIONS ANALYSIS

Brian has 25 years of experience in transit operations and will be responsible for developing service and operating plans for fixed-route service in addition to working on plan elements related to bus stops, transit technology and customer service. He has worked with dozens of municipalities, counties, regional transit agencies, metropolitan planning organizations and state DOT and has a very collaborative style to his work. Brian's experience has included work with commuter and intercity busses and trains as well as carpools and vanpools. He is well versed in the inclusion of transit systems and resources to the neighborhood and regional levels. His project experience includes transit corridor studies, transit service and operations planning, commuter bus planning, bus stop accessibility and station area planning. Brian has developed service and operating plans for several municipal circulator bus services including annual performance evaluation and service reviews post-implementation. He was also the Senior Planner for a countywide existing conditions assessment and transit market analysis in Prince George's County, compiling data from Census, American Community Survey and regional travel models to develop profiles of County demographic, travel, and land use conditions. He supervised an on-board bus rider survey to obtain customer feedback and trip characteristics.



JAMES BUNCH, PTP

MS, PUBLIC ADMINISTRATION

SENIOR TRANSPORTATION PLANNER, MARKET ANALYSIS

James (Jim) is a Senior Transportation Planner specializing in analytic methods for cost-effective solutions in multimodal transportation planning. He has expertise in socio-economic data analysis and forecasting including Census, CTPP and LODS as well as transit data collection and analysis, service planning, long range planning and capital programming. Jim is hands on with TBEST, REMIX, CUBE, TransCAD and MOVES software and several statistical analysis packages such as R and SPSS. He is a member of the TRB Committee on Public Transportation Planning and Development (AP025).



BOB KUHN, AICP

MS, CIVIL ENGINEERING

TRANSPORTATION PLANNER, CAPITAL PLANNING AND PROGRAMMING

Bob will be responsible for any capital planning and programming required for the Transit Master Plan. He will also support the paratransit analysis required for the project. Bob is a multi-modal transportation professional with over 40 years of experience in the transportation industry, including work in small- to- mid-sized communities. In Jackson, Mississippi, Bob led the capital asset management planning and examined special transportation services for senior citizens through consideration of minibus applications and private taxi services. In Shreveport, Louisiana, Bob was the project manager responsible for short- and long-range capital improvement programs, including examination of alternative new bus terminal locations. He also examined organic applications of jitney services from residential communities with limited access by bus.



ALBERT GUINEY ENGEL, AICP

MS, COMMUNITY PLANNING
TRANSPORTATION PLANNER

Albert is a transportation planner in our Tulsa office with extensive experience in local and state government community and transportation planning. He is skilled in community and comprehensive planning, land use planning, transit and corridor planning, transit data collection and analysis, bicycle and pedestrian network planning, long range transportation plans, freight planning, agency stakeholder engagement, elected official and public engagement, graphic design, report preparation and technical writing, developing, and managing local government programs and successfully soliciting and administering grant-funded projects and programs. Albert is well-versed in ArcGIS, Microsoft Office, and Adobe Creative Suite.



SCOTT FOX, AICP

MS, COMMUNITY PLANNING
TRANSIT PLANNER

Scott is a transit planner and analyst with eight years of experience in transit service planning and operations including routes, stop placement, headways, and first/ last mile connections as well as spatial analysis, graphic design and visualization, customer service, marketing, stakeholder and public outreach, policy, grant funding applications and economic analysis. Scott has direct experience working for a regional transit agency and balancing service needs with available budgets, fleet and labor resources. In addition to strong written and verbal communication skills, Scott's expertise includes GIS, GTFS, Illustrator, InDesign, Microsoft Office, Navineo, Ridecheck, Remix, SQL, and Trapeze.

TRANSIT PLANNING EXPERIENCE

Mead & Hunt's transit experience reflects an understanding of unique rural and resort community mobility needs:

UPPER VALLEY TRANSIT ENHANCEMENT STUDY - ASPEN, CO

Located in the Roaring Fork Valley, the City of Aspen is a world-class outdoor recreation destination for tourists in all seasons. Increasing resort growth and popularity have strained the valley's roadway network, and related traffic congestion hindering transit service speed and reliability. Mead & Hunt, in partnership with the City of Aspen, Pitkin County and the Roaring Fork Transportation Authority evaluated the Highway 82 corridor to identify physical and operational strategies to increase transit efficiency and provide enhanced safety and access for pedestrians and bicyclists. The recommendations are identifying practical, cost-effective multimodal mobility solutions to prioritize transit, pedestrian, and bicycle travel and support future near and long-term capital programming and redevelopment efforts.



Client: Pitkin County

Contact: David Pesnichak | David.Pesnichak@pitkincounty.com

Role: Transportation planning, transit planning, stakeholder coordination

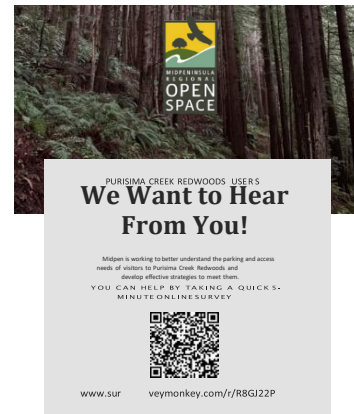
Duration/ Schedule: 9 months, completed in 2021

Cost: \$100,000

Key Staff: Paul Silberman - Project Manager, Brian Laverty - Senior Transportation Planner, Jim Bunch - Senior Transportation Planner

PURISIMA CREEK/ RANCHO SAN ANTONIO PRESERVE SHUTTLE FEASIBILITY STUDY - SAN MATEO COUNTY, CA

Purissima Creek Redwood Preserve and Rancho San Antonio Preserve public lands with pristine forests, trails and sweeping vistas of the Pacific Ocean that has increased in popularity during the COVID pandemic as Bay Area residents sought more outdoor activities. However, the Preserves have limited parking and access from the regional roadway network and adjacent communities. Mead & Hunt is evaluating multimodal access improvements and TDM strategies including a new shuttle service option to better connect visitors to trails, satellite parking and nearby transit stations and town centers. The shuttle evaluation includes estimating initial capital and operations cost, transit service delivery model (e.g., fixed, or variable route or on-demand), and funding opportunities.



Client: MidPeninsula Regional Open Space District
Contact: Tina Hugg | thugg@openspace.org
Role: Transportation planning, stakeholder coordination
Duration/ Schedule: 15 months, anticipated completion data Fall 2022
Cost: \$115,000
Key Staff: Paul Silberman - Project Manager, Brian Laverty - Senior Transportation Planner

DOWNTOWN TO BEACH FRONT TRANSIT SERVICE ENHANCEMENT STUDY, CITY OF CLEARWATER, FL

The City of Clearwater is a popular destination for tourist, spring breakers, spring training and the white sand beaches and warm waters attract residents as well as visitors alike year-round. However, roadway access to the beach and parking along the barrier island is limited creating severe congestion and mobility challenges.



Mead & Hunt is responsible for the evaluation of enhanced local transit services from downtown to the beach front. The study includes assessing transit travel markets, evaluating potential transit modes, service delivery options, development of new transit alignments, stops/stations, and initial ridership projections. Mead & Hunt is supporting the City in grant applications for planning and design of new fixed guideway transit infrastructure and also coordinating with regional partners including Pinellas County, Forward Pinellas, the Florida DOT, and the Pinellas Suncoast Transit Authority.

Client: City of Clearwater
Contact: Omar Attalah | Omar.Attalah@myclearwater.com
Role: Transportation planning, transit planning, stakeholder coordination
Duration/ Schedule: 9 months, anticipated completion in Fall 2022
Cost: \$50,000
Key Staff: Paul Silberman - Project Manager, Brian Laverty - Senior Transportation Planner, Jim Bunch - Senior Transportation Planner

DOWNTOWN TOWSON CIRCULATOR FEASIBILITY STUDY – BALTIMORE COUNTY, MD

Downtown Towson is the seat of County government and home to the 20,000 student Towson University. Mead & Hunt documented existing transit services and operations, assessed transit market needs, developed route alignment and service planning concepts, estimated ridership, and operating costs, solicited stakeholder and public input, and identified necessary funding options for new, publicly-available transit service in this "college town" area of Baltimore County. The service received state and federal funding and debuted in 2021.



Client: Baltimore County
Contact: Sam Snead | trsnea@aacounty.org (former Baltimore County Project Manager)
Role: Transportation planning, transit planning, stakeholder coordination
Duration/ Schedule: 9 months, completed in 2021
Cost: \$100,000
Key Staff: Paul Silberman - Project Manager, Brian Laverty - Senior Transportation Planner, Jamie Kendrick - Senior Transportation Planner

LONG RANGE TRANSIT SERVICE REVIEW – ANNE ARUNDEL COUNTY, MD

Anne Arundel County has a mix of urban, suburban, and rural communities with 590,000 residents over nearly 600 square miles. Four transit operators serve the county, however, there has not historically been any fixed-route local service into the rural southern areas leaving a significant mobility gap especially for the elderly and disabled. Based on a pledge from the newly elected County Executive, Mead & Hunt updated the County Transportation Plan in 2018 to include a transit element that included deviated fixed route service into the rural areas and coastal villages which flexibly connected them to health care, shopping, and educational facilities to the north. The first "South County Call 'N Ride'" began operating in late 2019.



Client: Anne Arundel County

Contact: Martha Arzu-McIntosh | trazu68@aacounty.org

Role: Transportation planning, transit planning, stakeholder coordination

Duration/ Schedule: 9 months, completed in 2019

Cost: \$150,000

Key Staff: Jamie Kendrick - Project Manager, Paul Silberman - Senior Transportation Planner, Jim Bunch - Senior Transportation Planner

LONG RANGE TRANSIT SERVICE DELIVERY ANALYSIS, CALVERT COUNTY, MD

Calvert County is an exurban/rural jurisdiction about 50 miles south of Washington, DC with a population of 90,000 over 345,000 square miles. The county operates four fixed routes and complementary paratransit service using 14 vehicles to carry approximately 110,000 trips annually. The County's limited finances did not support additional fixed-route service or improving headways beyond the existing 60 to 90-minute frequency. Mead & Hunt worked with the County to examine the existing route structure and a proposed transit center and recommended a timed-transfer system to improve coverage using existing vehicles. Mead & Hunt also identified models for a volunteer-driven "senior rides" program that is now being considered by the County's health agency.



Client: Calvert County

Contact: Tamara Blake-Wallace, Tamara.Blake-Wallace@calvertcountymd.gov

Role: Transportation planning, transit planning, stakeholder coordination

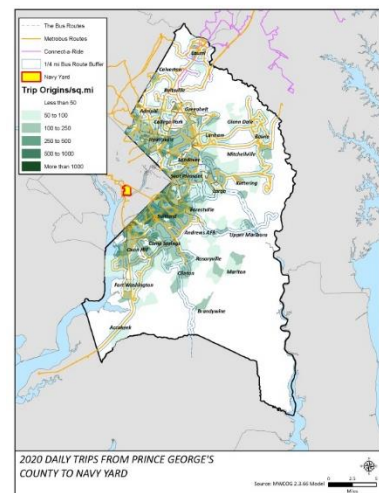
Duration/ Schedule: 9 months, completed in 2020

Cost: \$100,000

Key Staff: Jamie Kendrick - Project Manager, Paul Silberman - Senior Transportation Planner, Jim Bunch - Senior Transportation Planner

TRANSIT DEVELOPMENT PLAN, PRINCE GEORGE'S COUNTY, MD

Mead & Hunt provided GIS support for a county-wide existing conditions assessment and transit market analysis in Prince George's County. We created data from Census, American Community Survey and Metropolitan Washington Council of Government's travel demand model including Population, household & employment density, multifamily housing, population change, auto-less households, bus and taxi commuters, commute travel times, trip origins to regional activity centers, major generators (schools, government buildings and places of worship), and planned development. Mead & Hunt also administered a bus rider survey to support service planning analysis.



Client: Prince George's County

Contact: Rene Lord-Attivor | rlattivor@co.pg.md.us

Role: Transportation planning, transit planning, GIS

Duration/ Schedule: 6 months, completed in 2018

Cost: \$40,000

Key Staff: Paul Silberman - Senior Transportation Planner, Jim Bunch - Senior Transportation Planner, Brian Laverty – Senior Transportation Planner

SHORE TRANSIT ROUTING IMPACT AND BUS STOP STUDY, SALISBURY, MD

Mead & Hunt documented existing transit routes, stops services and performance measures, and also evaluated the impact of the relocated transfer center. We also performed a bus stop inventory including survey of ADA accessibility and other attributes such as lighting, shelters, signs, as well as crosswalks and developed recommendations for bus stop improvements.

Client: Salisbury Wicomico MPO

Contact: Robin Ayele, MCRP, Community Planner, 410-396-3232

Role: Transportation planning, transit planning, GIS

Duration/ Schedule: 6 months, completed in 2013

Cost: \$40,000

Key Staff: Paul Silberman - Project Manager

CHARM CITY CIRCULATOR IMPLEMENTATION PLANNING AND OPERATION SUPPORT, BALTIMORE, MD

Mead & Hunt aided the City with the feasibility analysis for implementing a public-private partnership to operate several new circulator shuttles around the Inner Harbor and Southeast areas of the City including service for tourists to Fort McHenry National Monument and Historic Shrine service which receives over 500,000 visitors a year. Mead & Hunt reviewed and documented existing local bus and shuttle routes, activity centers and then developed potential alignments and stops that integrated with other regional transit operators and local transit service, including water taxi.



As part of service development, Mead & Hunt performed on-and off-board ridership surveys gathering information on rider trip time, trip purposes, frequency, fare acceptance and other options available to the riders. Mead & Hunt geocoded over 1,500 completed surveys and evaluated the findings. To enhance ridership levels and streamline payment integration with other regional transit operators, Mead & Hunt developed cost and feasibility of fare integration, technology assessment and payment mediums.

Contact: Valorie LaCour | Valorie.LaCour@baltimorecity.gov

Client: Baltimore City Department of Transportation

Role: Transportation planning, transit planning, stakeholder coordination

Duration/ Schedule: 12 months, completed in 2019

Cost: \$100,000

Key Staff: Jamie Kendrick - Project Manager, Paul Silberman - Senior Transportation Planner, Brian Laverty - Senior Transportation Planner

CIRCULATOR AND PARATRANSIT PLANNING AND OPERATIONS SUPPORT, WASHINGTON, D.C.

Mead & Hunt provided extensive support for local bus operations including:

- Planning for adjustment of Circulator routes to better serve the new DC Wharf and Eastern Market. This major redevelopment of DC's southwest waterfront was intended to provide sufficient density to support high-intensity bus service, although less than six months before opening of the first set of buildings, there was only one bus route serving the area and no detailed plan to expand service offerings. Working with stakeholders, Mead & Hunt prepared adjustments to three routes which came within a mile of the DC Wharf to achieve a nearly cost-neutral first phase of service improvements. Also evaluated bus routing around Eastern Market and proposed street pattern changes to enhance bus operations.
- Paratransit Analysis and Bus Stop ADA Compliance Planning DDOT established a goal of increasing the accessibility of fixed route services for the elderly and persons with disabilities as a means of managing paratransit demand. Mead & Hunt identified areas with a high concentration of elderly and disabled persons (likely to be eligible for complementary ADA paratransit service), checked the origin of paratransit trips against those areas, and is now leading field review of the top 200 bus stops in those areas to plan ADA compliance improvements.



Client: District of Columbia DOT

Contact: Anthony Bundy | Anthony.Bundy@dc.gov

Role: Transportation planning, transit planning, stakeholder coordination

Duration/ Schedule: 12 months, completed in 2019

Cost: \$500,000

Key Staff: Jamie Kendrick - Project Manager, Paul Silberman - Senior Transportation Planner, Brian Lavery - Senior Transportation Planner

PROJECT APPROACH

UNDERSTANDING

The City of Glenwood Springs is uniquely situated along the I-70 intermountain corridor and provides a gateway to world-class outdoor recreation, shopping, and historic sites. A robust transit system numbers among the City of Glenwood's and the Roaring Fork Valley's strongest assets, with RFTA providing high-quality fixed-route service up and down the Roaring Fork Valley and west to Garfield County/ Rifle, and Ride Glenwood providing fixed-route service throughout the downtown Highway 6 and Grand Avenue/ Highway 82 corridors for approximately 13 hours daily on 30 minute headways. In addition, the City is served by CDOT's Bustang, Greyhound Bus Lines, Amtrack national rail service and paratransit service. Continued economic growth has surged Ride Glenwood's ridership above pre-COVID levels, and recent strategic planning efforts call for evaluating the feasibility of expanding the Ride Glenwood service area and service hours.

Building on recommendations in the recently completed MOVES study, the City has requested consultant proposals for a transit service analysis to study expanded service route concepts and hours for demand and costs. The analysis will identify key underserved destinations, routes, intermodal connections and operating hours through a detailed transit market analytics and focused stakeholder outreach. Potential key destinations include tourist focused locations such as hotels and the hot spring as well as commuter/resident focused destinations such as the Meadows Mall and Amtrack Station. Increased transit service and ridership will provide many benefits including more equitable mobility options for residents, more sustainable transportation for visitors, and reduced traffic congestion and emissions particularly during peak seasons. This study will also coordinate with other on-going efforts such as the City's Transportation Demand Management study.

Mead & Hunt brings to this effort a deep understanding of the transit service along the Highway 82 corridor based upon the Upper Valley Transit Enhancement Study we conducted for Pitkin County in 2021. Mead & Hunt will capitalize on this recent experience and build upon the knowledge/analysis of the RFTA Automatic Vehicle Location (AVL) and Automatic Passenger Counter (APC) and other data carried out as part of that effort. to provide an efficient and thorough evaluation of the RFTA and Ride Glenwood routes. We also will incorporate analysis of the different seasons and explore the additional service opportunities including but not limited to:

- An evaluation of the existing fixed route transit system and potential extensions to the north and south to identify optimal routing, stops, and service patterns
- A feasibility assessment for a tourism shuttle to connect visitors between hotels, downtown, key attractions and the train station
- A feasibility assessment for on-demand or micro-transit services for elderly or disabled tourists and a potential employee satellite parking shuttle

Our proposed approach will include the following task(s):

- A. Project Initiation and Management
- B. Invoicing and Payment
- C. Evaluation of Demand and Cost for Additional Service
- D. Field Observations
- E. Public Engagement and Advisory Committee
- F. Development of Service Concepts
- G. Budgeting
- H. Final Report and Recommendations

TASK A – PROJECT INITIATION AND MANAGEMENT

Kick-Off Meeting

Mead & Hunt will conduct an in-person kick-off meeting with the City Transit Planning and Development Team, Engineering and Community Development Departments, Transportation Commission, Downtown Development Association Chamber and Visitor's Bureau, and RFTA following receipt of Notice-to-Proceed (NTP). The agenda of the kick-off meeting will include communication protocols, roles and responsibilities, review of study scope, schedule, transit service visions/goals and available background data for the study. While we bring general familiarity to the travel patterns, transit service and traffic challenges of the area from the Upper Valley Transit Alternatives Study, we will solicit input from the City on issues that were not central to that study. Some areas of discussion may include:

- Key transit service markets specific to Glenwood Springs, such as recreational visitors/ tourists (summer and winter seasons), hospitality workers, essential workers, medical appointments, and the elderly community
- Key tourist destinations including hotels, entertainment, dining, and hot springs

Mead & Hunt will develop a list of data needs to complete all tasks within the Study and will then conduct an inventory of its publicly available data such as Census Data, GTFS (Static and Real Time), parcel data and other sources. Mead & Hunt will provide a comprehensive list of needed data to City staff at the study kickoff meeting. At the kickoff, we will discuss the specific data sources cited by the County in the RFP and addenda, most notably AVL & APC data to assess existing ridership. Any gaps or other issues with the data will be noted, and arrangements will be made for data sharing. In addition to these sources, we anticipate requesting:

- Updated shapefiles for RFTA and Ride Glenwood shuttle routes if there are any changes in the last year
- Any available on-time performance data
- Available data on origin-destination of paratransit trips
- Current and future land use plans for Glenwood Springs
- Population/employment forecast, including seasonal/weekend peaks
- Major employers, institutions, public facilities, and other trip generators

Lastly we will work with the City to identify participants from tourism related businesses as well as non-profits tied to the minority communities to form an advisory group.

Task A Deliverables:

- Kickoff meeting agenda and minutes
- Schedule of project meetings
- Data inventory matrix and needs list
- Advisory group contact list

TASK B - INVOICING AND PAYMENT

Mead & Hunt will maintain close communication with the City's Project Manager to ensure a smooth flow of work. We will provide the City with all required all draft and, upon receipt of comments, final components of the project including all technical documentation, graphics and supporting analysis. In addition, we will prepare and submit monthly invoices and a written narrative of progress including work completed to date.

Task B Deliverables:

- Invoicing protocols
- Monthly invoices including progress reports and associated deliverables

TASK C EVALUATION OF DEMAND AND COST FOR ADDITIONAL SERVICE

Prior Studies and Plans

Mead & Hunt will compile transit service data and recommendations from prior studies including the Transit Operations Plan (2018), On-Demand Transit Study (2019) and MOVES (2021), on-board surveys conducted by RFTA (2022), cell phone probe data of the US 6/ I-70 / CO 82 corridors (2022), Airsage origin-destination data (2017), Ride Glenwood Springs Independent Cost Estimate, Title VI and ADA paratransit analysis from the triennial audit. Mead & Hunt has access to a full suite of big data tools including Replica, Stava and INRIX to supplement this data.

Spatial (GIS) Database & Base Mapping

Mead & Hunt will organize existing-conditions information (transit service, land use, socio-economic data, travel demand and roadway infrastructure) into a GIS database to be used as a foundation for the planning process. For all existing transit services operated within the study

area, we will document and map existing routes, service frequencies, stop locations, conditions and amenities, on-time performance, and current ridership (levels and characteristics of the riders).

The initial base maps will be housed in an online data viewer application that will serve as a virtual canvas for the later market analysis and service scenarios mapping, and which will facilitate review of content with the City throughout the duration of the study.

Transit Service Review

Mead & Hunt will review all existing transit services operated within the study area by season on-time performance and current ridership. We will also build upon the detailed Route 82 analysis of the RFTA AVL/APC service data (from Ride Check Plus and Clever Device system data) developed as part of the Upper Valley Transit Enhancement Study to extend the summary data to all Glenwood City RFTA stops. This review will also include an assessment of operating policies including fares, service hours, transfer policies and the flag stop policy.



Interactive transit planning web application developed by Mead & Hunt

Market and Gap Analysis

A market analysis for a rural transit system tends to focus on specific market segments rather than a purely land use-oriented transit propensity analysis as there are few origin-destination pairs which alone have sufficient trip density to warrant high-capacity or express bus commuter service. Specific markets of focus in the City include meeting the needs of individuals with mobility impairments, households with no or limited access to automobiles, and visitors/ tourists. Additional unique markets served in Glenwood Springs also include meeting the needs of staff who work in the recreational and hospitality industry. To

examine the existing and emerging transit markets, specific analytical efforts might include:

- Using the American Community Survey (ACS) commuting and workplace data and the Longitudinal Employer-Household Dynamics (LEHD) origin-destination employment statistics to understand spatial, economic, and demographic patterns relating to workplaces and home-to-work flows
- Travel-time analysis and trip density to gauge potential for commuting or daily essential trips to grocery stores/ medical facilities
- Analysis of tourist destinations to better understand the proximity and visitor levels of hotels, entertainment venues, dining establishments, hot springs, and gondola
- Walkshed analysis of potential bus stops, employee park and ride lots, and intermodal transfer points

Simply identifying areas where there are concentrations of transit needs at the origin or destination ends does not fully capture “markets” of where people want to travel from and travel to. The next step is therefore to tie the concentrations together to create likely “markets” for travel, such as multifamily residential to the retail/ commercial activity center, or high elderly population areas to medical centers. Mead & Hunt will update the most needed transit links within the study area and to nearby destinations and will then produce a set of identified “gaps” where transit service may be able to provide mobility. These will form the foundation for draft route concepts to be developed.

In addition, we will also utilize Replica HQ mobility data (Replicahq.com). Replica will provide more up to date information on origins, destinations and modes used within the area along with overall travel trends as the region emerges from Covid. Examples of the data available from Replica are shown below from the Upper Valley Study for Snowmass Village trip origins.

Another important measure of current service is accessibility. Accessibility captured by the opportunities (employment, households, points of interest etc.) that can be reached by transit within different time contours and provides a way to assess how overall service to/from a specific activity center. We will explore the use of Transit Boardings Estimation and Simulation Tool (TBEST) Transit Service Planning Tool.

Mead & Hunt can also utilize short-term transit planning software tools to estimate stop and line ridership based on route, stops, headways, land use and socioeconomic data (employments). It not only provides accessibility but also initial ridership and cost estimates for implementing service changes. An example of TBEST accessibility to/from a location is shown below.

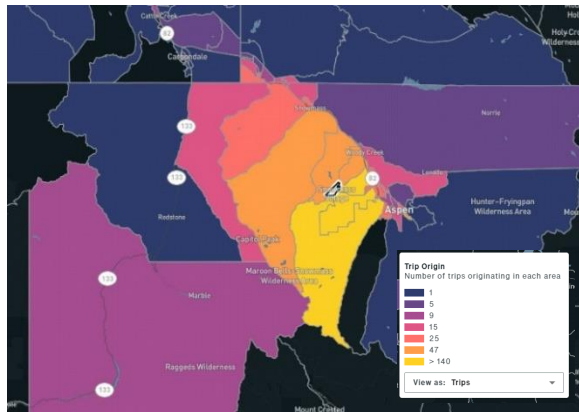


Figure 1: SNOWMASS VILLAGE ORIGINS AND DESTINATIONS

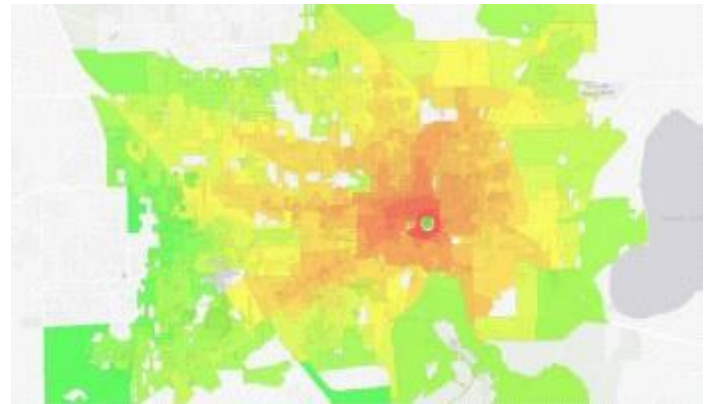


Figure 2 TBEST ACCESSIBILITY EXAMPLE

Task C Deliverables:

- Technical memorandum identifying current service gaps by season

TASK D – PUBLIC ENGAGEMENT AND ADVISORY COMMITTEE

Technical analysis is important in understanding how the expanded system performs on paper, but community engagement is critical in understanding how the transit system works for its riders. It requires the technical analysts to take a step back and consider the human elements of transit, which cannot be adequately deciphered through demographic analyses or mapping exercises. A strong public engagement approach will be needed to show the full picture of transit's value for the community.

Every stakeholder we will meet knows something about the City's transportation needs that we want to know. Riders know where the system gaps are, and what routes provide value. Community leaders recognize transit as a solution to ease demand on an increasingly burdened surface transportation network. Non-riders know why they avoid transit and what might compel them to. Administrators know the costs of expanding the service. Drivers know the frustrations of stop locations, signals, or drive shortages. Businesses know the challenges of hiring workers who may lack reliable transportation. Our engagement strategy is based on listening to all stakeholders and using that feedback to influence and inform decision making. Our proposed engagement approach will develop a customized engagement strategy to fit the schedule and budget needs and ensure real two-way communication for listening and learning and will include the following types of activities:

Advisory Committee

The members that will serve on the study's advisory committee will provide the institutional and local knowledge and expertise that is imperative to the success of this transit plan. Emphasizing participation from the tourism sector and Latino community, this committee is the most valuable opportunity to listen and learn from one another to make the thoughtful decisions required throughout this plan. Mead & Hunt also understands that each of the committee members have many other obligations, and their time is valuable. We will structure our committee meetings to be work sessions, with activities designed to facilitate decision making at key points in the planning process.

The advisory committee will meet three times throughout the course of the project, at least once in person:

- Meeting #1: Plan Kickoff. This meeting will consist of a visioning session, issues identification and discussion, and stakeholder identification
- Meeting #2: Service Identification Workshop. The project team will present the existing conditions report, the results of the market analysis and discussion of key populations and destinations currently underserved by transit

- Meeting #3: Route Review and Implementation. We will present the service development concepts with goals, objectives, performance measures, and implementation strategies.

Additional Public Engagement:

Transit service changes disproportionately impact those who are least likely to participate in more traditional engagement activities. However, each of these populations are often connected to existing networks within the community, whether they are transit system drivers, students, low-income riders, transit-dependent populations, or diverse cultural groups. It's up to us to connect with them and meet them where they are. We will supplement the advisory group with virtual public meetings and pop-up events focused on the tourism sector and Latino community, or other neighborhoods/ community groups as identified by the steering committee.

- **Virtual Open Houses:** We will create and facilitate up to two public open houses. The initial meeting will present existing conditions and solicit input on transit needs and destinations, and the subsequent meeting will present draft service concepts.
- **Pop-Up Meetings:** Pop-up meetings at community events are an opportunity to hear from the public where they are. Our team will attend community events and ask simple questions like "where would you ride the bus to" to help assist with our routing process.
- **Online Comment Mapping:** Mead & Hunt will utilize the previously developed online mapping tool as a public input application with a customizable interface and tools. This tool will allow members of the public to highlight key destinations within the City or weigh in on draft routes developed. We will design the website to allow people to add their comments directly on a map of the City as well as view and respond to other's comments.

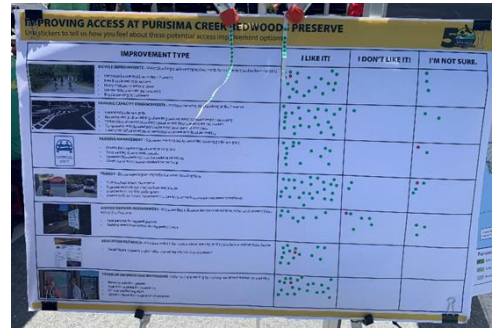


Figure 3 Pop-up event activity by Mead & Hunt

Task D Deliverables:

- Public and stakeholder engagement plan
- Final list of advisory committee participants
- Outreach collateral including maps, graphics, displays, presentations, and social media content including Spanish language translation
- Summary of advisory group and public comments

TASK E – DEVELOPMENT OF SERVICE CONCEPTS

This task will bring all input and documentation completed to date and develop and analyze specific service scenarios for expanded Ride Glenwood route coverage, service hours, as well as a tourism shuttle and on-demand or micro transit for special needs populations that are aimed at maximizing transit ridership in order to meet project goals. As discussed in the following section each scenario will include an assessment of:

- Any additional resources necessary for implementation
- The degree of transfer efficiency achieved
- The expected change in ridership
- The cost to implement the scenario

A cost/benefit analysis for each of these scenarios will also be included.

Performance Measures

There are several metrics which can be developed to evaluate the need for and appropriate type and level of service to be provided; additional metrics can be developed to guide management and operations to achieve the service quality level that is expected from customers of a rural local bus service. The Transit Capacity & Quality of Service Manual provides a framework for evaluating the quality of transit service from the passenger point of view; we will use the manual to work with City staff to develop both types of metrics in a manner that is contextually appropriate to the needs and expectations of the City.

The potential performance measures to be considered include:

- Service frequency and span
- Accessibility: overall transit and walkshed
- Transfer time and efficiencies (number of transfers to key destinations, transfer time, etc.)

- Travel time competitiveness
- Reliability/on-time performance
- Expected ridership
- Additional resources (vehicles, drivers, other equipment, amenities, etc.)
- Scenario cost
- Cost per rider trip
- Passengers per revenue mile
- % of jobs and residents within a walkable ½ mile of stop/route
- Market segment impacts (winter, summer visitors, Snowmass Village residents, permanent employees, seasonal employees, special event markets, etc.)
- Equity and distribution of impacts/service to/from key stakeholders such as hotel workers

Once agreed upon a set of evaluation matrices will be prepared for the City to review.

Scenario Development & Draft Recommendations

Mead & Hunt will identify up to three (3) draft service planning concepts to provide enhanced local transit service in line with current and future demand. Options will focus on:

1. Increasing existing service frequency and extending service hours
2. expanding existing service routes to the north and south
3. developing a new tourism-focused fixed route shuttle
4. identifying the need for an on-demand or micro-transit service for special needs populations

The concepts will include proposed route(s), stops, span/headway and travel time. The menu of potential stop locations and origin/destination pairs will be assessed in terms of ridership potential, ease of access, trip purpose, and safety for riders.

Based on input from the City, a preferred transit operating plan will be developed including service levels, (e.g. days of service); span of service; headways by time of day; route running and cycle times by period; stops, fare structure, revenue hours/miles as well as destinations served and multimodal transfers and connections. The plan will incorporate a high-level assessment of Title VI impacts for each recommendation acknowledging that a complete Title VI service equity analysis will need to be conducted closer to implementation. Finally, any additional bus infrastructure needs related to the recommendations, such as new bus bays, transfer facilities and maintenance facilities.

Ridership Estimation

Ridership estimation for services oriented to the transit dependent population can differ from other municipal bus transit service serving commuters and other day-to-day transit markets. Mead & Hunt will consider several simulation tools based on available data, service type, and input from Town staff to develop initial ridership estimates:

We are proposing the use of TBEST for this scenario development and assessment. While the full benefits of using TBEST including ridership estimation are best utilized if the parcel level inputs are available and the TBEST software can be fully implemented, the tool can still provide key outputs such as service measures and costs without the demand side inputs. Other options for estimating ridership that Mead & Hunt will use if the inputs for TBEST are not available include using the elasticity base pivot point process that we developed for the Upper Valley Transit Enhancement Study, or the RFTA Ridership Tool used in the 2017 Integrated Transit Systems (ITSP) if it is available.

Task E Deliverables:

- Final performance measures
- Maps of proposed new service concepts (two to three for each service type) with supplementary written narratives
- Tables detailing running times, headways, span of service and draft cost estimates for each alternative scenario
- Ridership estimate summary memo on methodology and results

TASK F – BUDGETING

Capital and Operating Costs

Operating and capital cost will be based on the total service hours projected for each route concept, the number of additional vehicles and drivers needed to provide service and additional technology investments and maintenance requirements.

Operating costs will be calculated based on the anticipated running time of each route concept and the anticipated headway goals by time of day using customizable tables. These two factors allow us to determine the number of vehicles needed at various times of day, and therefore the total number of revenue hours per day, week, month, and year. Per-revenue hour operating costs will be based on comparisons with current Ride Glenwood and RFTA costs.

Capital cost estimates will be based on needed stop infrastructure investments, vehicle specifications (e.g., electric/alternative fuels) and any other systems, such as fare payment equipment, envisioned as part of the service concepts.

Service Model

We will review the pros and cons of operation via a concessionaire, additional service by RFTA or direct operation by City, and document the risks and benefits, including a suggested framework of requirements for a potential operator RFP.

Identify Funding Options

Based on our extensive national experience, Mead & Hunt will develop a list of transit funding options which could be tailored for the Town. Each of the funding options will be considered from the perspectives of revenue potential, stability, viability, and ease of administration. Based on the expected costs, Mead & Hunt will analyze potential funding options for a new transit service, including State funding and Federal funding through formula funds or grant programs (e.g., Small Starts). We will conduct an assessment of a range of fare options (including free service), balancing fare revenue against operating and capital costs that come with fare handling and the effect on ridership of various fare levels.

Implementation Plan

Mead & Hunt will develop an implementation timeline for the realization of the service concepts, including vehicle acquisition, installation of stops and hiring an operating contractor.

Task F Deliverables

- Capital and operating cost estimates
- Recommended service delivery method
- Funding opportunities

TASK G - FINAL REPORT AND RECOMMENDATIONS

Draft and Final Reports

Mead & Hunt will compile all study deliverables into a single draft Technical Report to document all analysis, graphics and mapping including existing conditions, market analysis, public and stakeholder outreach, service concepts, ridership estimates and costs. Upon receipt of comments, Mead & Hunt will revise and submit a final hard and soft copy report and transit all project deliverables / technical appendices.

Presentation City Council

Mead & Hunt will prepare and deliver a presentation of the final report, with a heavy emphasis on the recommended service scenarios including demands and costs, to the City Council and RFTA requested.

Task G Deliverables

- Draft and final report including
- Maps of routes, stops and signage
- Tables detailing running times, headways, span of service, platform hours and cost estimate for final concept
- Governance model recommendations
- Financial/funding strategy plan
- Technology plan and use case
- Branding and marketing strategy
- Implementation timeline
- Final interactive GIS application and technical appendices
- Draft and final presentation

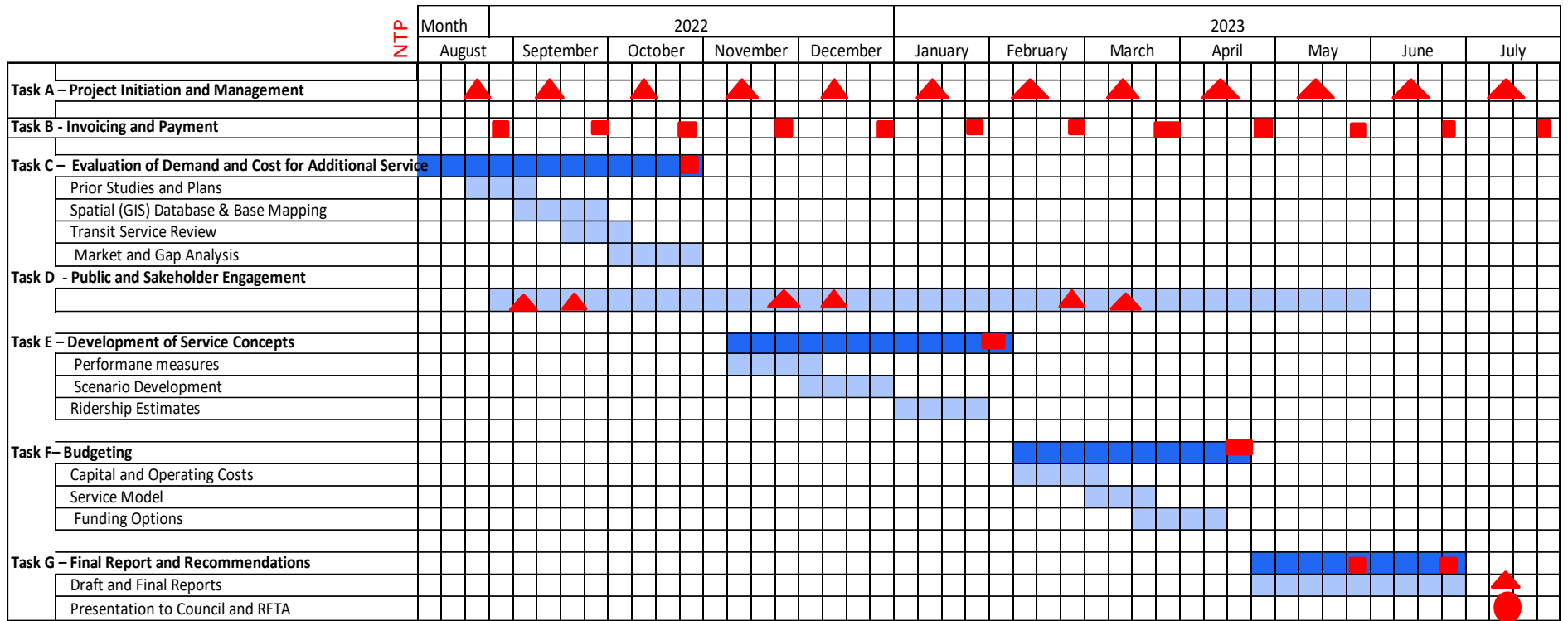
BID SCHEDULE

Our proposed bid schedule itemized by subtask and hours is shown below.

		Project Manager	Senior Planner/ Engineer	Planner/ Engineer	GIS/ Data Analyst	Task Subtotals
	Total All-Inclusive Rate	\$200.00	\$160.00	\$120.00	\$95.00	
Task A	Project Initiation and Management					
	Hours	4	8	8		20
	Subtotal Cost	\$800.00	\$1,280.00	\$960.00	\$0.00	\$3,040.00
Task B	Invoicing and Payment					
	Hours	12				12
	Subtotal Cost	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00
Task C	Evaluation of Demand and Cost for Additional Service					
	Prior Studies and Plans		2	8	4	14
	Spatial (GIS) Database & Base Mapping	2	12	10	24	48
	Transit Service Review	2	6	12		20
	Market and Gap Analysis	2	8	16	12	38
	Hours	6	28	46	40	120
	Subtotal Cost	\$1,200.00	\$4,480.00	\$5,520.00	\$3,800.00	\$15,000.00
Task D	Public and Stakeholder Engagement					
	Hours	16	24	16	8	64
	Subtotal Cost	\$3,200.00	\$3,840.00	\$1,920.00	\$760.00	\$9,720.00
Task E	Development of Service Concepts					
	Performance Measures	2	4	6		12
	Scenario Deveopment	2	12	16	12	42
	Ridership Estimates	2	12	24	8	46
	Hours	6	28	46	20	100
	Subtotal Cost	\$1,200.00	\$4,480.00	\$5,520.00	\$1,900.00	\$13,100.00
Task F	Budgeting					
	Capital and Operating Costs	2	8	12	6	28
	Service Model	2	8	12		22
	Funding Options	2	4	6		12
	Hours	6	20	30	6	62
	Subtotal Cost	\$1,200.00	\$3,200.00	\$3,600.00	\$570.00	\$8,570.00
Task G	Project Reporting					
	Draft and Final Reports	4	12	16	8	40
	Presentation to Council and RFTA	8	8	4		20
	Hours	12	20	20	8	60
	Subtotal Cost	\$2,400.00	\$3,200.00	\$2,400.00	\$760.00	\$8,760.00
	Total Hours	50	128	166	82	426
	Total Labor Dollars	\$10,000.00	\$20,480.00	\$19,920.00	\$7,790.00	\$58,190.00
	Direct Expaes	Travel and Printing				\$1,500.00
					Total Dollars:	\$59,690.00

TIMELINE

Our proposed timeline is shown below to complete the study within 12 months.



Project Team/ Advisory Committee/ Public Meeting ▲

Deliverable ■

Presentation ●

FULL RESUMES



Paul Silberman, PE, PTOE

PROJECT MANAGER

Areas of Expertise

- Transit planning and operations
- Regional strategic planning
- Data analysis
- Stakeholder outreach
- Pedestrian/bike accessibility

Education

- MS, Civil Engineering
- BS, Civil Engineering

Registration/Certifications

- Licensed Professional Engineer, CO, #57017
- Certified Professional Traffic Operations Engineer, #1287

Paul has over 24 years of experience in multimodal transportation planning including regional and strategic transportation plans for all modes, transit development plans, service and operations plans, transit data analysis, ridership forecasting, transit hub and intermodal planning and design, bus priority planning and design, wayfinding signage, station area planning, land use planning/transit oriented development, pedestrian and bicycle access, stakeholder, public and elected official coordination, environmental planning and cost estimates. Paul has worked with all modes of transit including rail, bus, streetcar, and paratransit and has been involved in multiple New Starts, grant funded projects (TIGER/BUILD), as well as several FTA Alternatives Analyses. Paul is versed in numerous transportation analysis programs as well as FTA, APTA, CDOT, NACTO and MUTCD guidelines.

PROJECT EXPERIENCE

Upper Valley Transit Enhancement Study, Pitkin County, CO:

Project manager responsible for identifying bus stop accessibility improvements and transit priority/service modifications to enhance transit operations and ridership.

Enhanced Transit Service Feasibility Study, City of Clearwater, FL:

Project manager responsible for evaluation of normal and seasonal local transit service from downtown to the beachfront. Paul is providing an assessment of travel markets for new enhanced transit service and development of new transit alignments, stops/stations and initial ridership projections.

Downtown Transit Center Feasibility Study, Metropolitan Tulsa Transit Authority, Tulsa, OK:

Senior planner responsible for documenting existing site conditions, evaluating site access for all modes, curbside management, site parking and supporting stakeholder and public outreach.

Ride On Quadrennial Service Plan Review, Montgomery County DOT:

Senior planner responsible for service plan reviews for the County's bus system. The transit system is the largest locally operated transit service in the state providing almost 30 million trips per year. Paul provided technical support for service operations and planning including identification of service gaps and needs, stakeholder interviews, peak/off-peak service frequencies, estimated line loads and fleet needs.

Charm City Circulator Planning and Operations, Baltimore City DOT:

Senior planner for a feasibility analysis to operate several downtown circulators including routing, fiscal analysis, funding options and completion of a ridership survey regarding fare implementation and technology assessment of fare integration costs and benefits. plans and bicycle and pedestrian networks.

Municipal Transit Service Assessment, City of Hyattsville:

Sr. Engineer developed routing, stop, capital and operating cost assessment for city shuttle bus system.

Shore Transit Bus Routing Analysis and Bus Stop ADA Study, Salisbury-Wicomico MPO:

Sr. Planner responsible for evaluation of current route efficiency, costs, new route and service needs, ADA access, and stakeholder coordination.



Brian Lavery, AICP

SENIOR TRANSPORTATION PLANNER

Areas of Expertise

- Multimodal transportation planning
- Transit service planning
- Capital programming
- Stakeholder outreach

Education

- MS, Urban and Regional Planning, Virginia Tech
- BA, History, Virginia Tech

Registration/Certifications

- American Institute of Certified Planners, #02392, 2010

Brian has a Master's in Urban Planning and is a certified professional planner (AICP) with 20 years of experience in multimodal planning. Brian has worked with several Municipalities, Counties, Metropolitan Planning Organizations and State DOTs and uses his collaborative style to develop innovative transportation plans that balance land use, transportation, and economic development in urban environments. Brian's project experience includes planning and design for complete streets, road diets, traffic safety improvements, land use planning, bus stop accessibility, pedestrian and bicycle networks, long-range transportation plans, multimodal transit station planning, capital programming and bus operations. He provides integration of transit services with highway, walking and biking networks across multiple transportation agencies and local, state, and federal levels of government, from the neighborhood scale to the regional scale.

PROJECT EXPERIENCE

Upper Valley Transit Enhancement, Pitkin County, CO: Senior transportation planner responsible for evaluating bus stop location and accessibility along CO 82 including sidewalks, bike lanes/trails and walk sheds. Brian developed recommendations to support enhanced multimodal connectivity and accessibility.

Circulator Feasibility Study, Baltimore County, Towson, MD: Senior planner that evaluated the potential for implementing a circulator service in the Towson area to connect key government offices, university, hospital, and retail uses. Brian led all planning components of the study, directly producing three technical memos. He supervised staff in mapping existing demographics, public and private transit services, pedestrian and bicycle networks and parking.

National Mall Route Service Plan, District Department of Transportation (DDOT): This study evaluated and refined a concept for a new DC Circulator route on the National Mall, intended to serve tourist locations around the Mall and reduce the need for tour bus access. Brian led all planning components of the study, directly producing three technical memos and supervising staff in the analysis of routing and stop options, fare payment concepts, ridership estimates and cost estimates.

Bus Network Improvement Project (BNIP), Maryland Transit Administration (MTA): BNIP is a multi-year planning effort to improve service quality, efficiency, and maximize transit access and connectivity, of the MTA fixed route bus services in and around the City of Baltimore, Maryland. Brian developed bus stop placement and design guidelines for MTA bus services as part of this overall project effort.

Transit Development Plan, Prince George's County, MD: Senior planner for a county-wide existing conditions assessment and transit market analysis in Prince George's County. Brian compiled data from Census, American Community Survey and regional travel models to develop profiles of County demographic, travel and land use conditions. He supervised an on-board bus rider survey to obtain customer feedback and trip characteristics.

On-Call Bus Service Evaluation Studies, Washington Metropolitan Area Transit Authority, Washington, DC: Task manager for multiple studies which identified service improvement proposals for four Metrobus lines with significant operational challenges. Brian oversaw project schedules, reviewed technical and coordinated with local stakeholders. He developed and led innovative public outreach efforts.



Jim Bunch, ^{PTP}

SENIOR TRANSIT ANALYST

Areas of Expertise

- Multimodal transportation planning
- Intelligent transportation systems (ITS)
- Transit and traffic operations and management
- Travel forecasting
- Data analysis and statistics

Education

- BS, Civil Engineering, University of Michigan, 1978

Registration/Certifications

- Professional Transportation Planner, #590, 2016

James (Jim) is a Senior Transportation Planner specializing in analytic methods for cost-effective solutions in multimodal transportation planning. Jim has expertise in socio-economic data analysis and forecasting including Census, CTPP and LODES as well as transit data collection and analysis, service planning, long range planning and capital programming. Jim is hands on with TBEST, CUBE, TransCAD and MOVES software and several statistical analysis packages such as R and SPSS. He is a member of the TRB Committee on Public Transportation Planning and Development (AP025).

PROJECT EXPERIENCE

Upper Valley Transit Enhancement Study, Pitkin County, CO: Senior transportation planner responsible for data compilation including AVL and APC, evaluation of RFTA and local transit service ridership, service patterns and stop locations. Jim assessed potential changes in ridership based on proposed transit priority and multimodal stop/station access improvements along CO 82.

Enhanced Transit Service Feasibility Study, City of Clearwater, FL: Senior transportation planner responsible for evaluation of normal and seasonal local transit service from downtown to the beachfront. Jim is providing assessment of travel markets for new enhanced transit service and development of new transit alignments, stops/stations and initial ridership projections.

Transit Needs Study, San Fernando Valley, CA: Project manager who developed approach and techniques to use GIS analysis for determining transit markets and needs in the Valley. The study assessed the overlap between fixed route and community transit service, identified gaps by cohort and recommended options to both improve both service and efficiency.

Ride On Quadrennial Service Review, MD DOT, Montgomery County, MD: Senior transportation planner who provided technical support for service operations and planning including identification of service gaps and needs, stakeholder interviews for service planning and operational needs, identification of future local service changes assumed in new major region-wide transit initiatives to estimate capital and fleet needs for local feeder service.

Manager of Transit Systems Analysis, Harris County Texas/Houston METRO: Senior transportation planner responsible for the development of long-range transit service plans and analysis of data. The projects included Priority Corridor Alternatives Analysis/DEIS; development of employment and demographic databases; transit and HOV inputs to air quality conformity analysis and development/calibration of new travel models.

Regional Bus Layover Study, Washington Metro Council of Governments, Washington, DC: Senior transportation planner responsible for evaluating existing tour, charter, private, inter-city and commuter bus staging and layover needs in downtown Washington and Arlington Counties. Jim developed GIS base mapping of routing, service characteristics, ridership, stops, curbside regulations and evaluated potential sites for consolidated staging and layovers. Jim engaged bus operators and coordinated with stakeholder agencies including WMATA, DDOT, Arlington and MTA.



Robert (Bob) Kuhns, AICP

SENIOR TRANSIT PLANNER

Education

- MS, Civil Engineering, 1975
- BS, Civil Engineering, 1973

Registrations

- American Institute of Certified Planners (AICP) - #17341

Memberships

- Southeast Fairfax Development Corporation, Board Member, 2007-2010
- American Planning Association (APA)

Bob is a multi-modal transportation professional with over 40 years of experience in the transportation industry, including work in small- to mid-sized communities. His expertise includes strategic/ long range plans for all modes, transit service and operational plans, vehicle circulation/roadway networks, pedestrian and bicycle network planning, campus planning, cost estimates/ capital programming, feasibility studies, corridor studies and stakeholder coordination.

PROJECT EXPERIENCE

Jackson Transit System TDP, Jackson, MS

Senior Transportation Planner who conducted bus ridership surveys, inventoried capital equipment, summarized existing operating budget and prepared new short- and long-range capital improvement programs; examined special transportation services for senior citizens, with consideration of minibuses applications and private taxi services.

SporTran Transit Development Plan, Shreveport, LA

Senior Transportation Planner and conducted bus ridership and rider surveys, developed short- and long-range capital improvement programs, including examination of alternative new bus terminal locations. Examined organic applications of jitney services from residential communities with limited access by bus.

CUE Bus System Operations Support, City of Fairfax, VA

Project Manager responsible for appraisal opportunities to enhance citizens and GMU student patronage of CUE Bus service to/from Vienna Transit Station. Also evaluated bus stop accessibility and ADA compliance; developed GIS map of transit routes and stops.

City Center Transportation Plan, City of Falls Church, VA

Project Manager responsible for the redevelopment of the City Center of Falls Church at the crossroads of US 29 and US 7 into a pedestrian friendly and transit oriented downtown with an intermodal transportation center. His responsibilities included directing staff and subcontractors in the evaluation of the roadway system, access and trends in traffic and parking activity. He oversaw public involvements/stakeholder interviews and developed concept plan and report.

Intercity Bus Pilot Program, Union Station Redevelopment Corporation, Washington, DC

Planning Manager responsible for testing and encouraging the intercity bus service from designated 'depot area' at the Union Station parking garage. He provided a new stop recommendation of Washington to New York service. He reinforced location as regional intermodal hub. His responsibilities included evaluation of passenger surveys, evaluating bus operational issues, developing new parking lot design/circulation system within parking garage and preparing documentation.



Albert Engel, AICP

TRANSPORTATION PLANNER

Areas of Expertise

- Strategic planning
- Transit service planning and operations
- Community planning
- Multimodal accessibility
- Stakeholder/public outreach

Education

- MS, Community Planning, University of Maryland
- BS, Geographical Sciences, University of Maryland

Registration/Certifications

- American Institute of Certified Planners, #32741, 2020

Albert is a transportation planner in our Tulsa office with extensive experience in local and state government community and transportation planning. He is skilled in community and comprehensive planning, land use planning, transit and corridor planning, transit data collection and analysis, bicycle and pedestrian network planning, long range transportation plans, freight planning, agency stakeholder engagement, elected official and public engagement, graphic design, report preparation and technical writing, developing, and managing local government programs and successfully soliciting and administering grant-funded projects and programs. Albert is well-versed in ArcGIS, Microsoft Office, and Adobe Creative Suite.

Recently, Albert has focused his work on developing strategic transportation plans for local governments and MPOs.

PROJECT EXPERIENCE

Upper Valley Transit Enhancement Study, Pitkin County, CO: Transportation planner responsible for previous plan review, alternatives screening and stakeholder outreach.

Downtown Transit Center Feasibility Study, Metropolitan Tulsa Transit Authority, Tulsa, OK: Transportation planner responsible for documenting existing site conditions, evaluating site access for all modes, curbside management, site parking and supporting stakeholder and public outreach.

US 29 Flash BRT Performance Evaluation, Montgomery County, MD: Project planner evaluating station area demographics, walking and bicycle networks and accessibility, developing performance metrics and graphics as part of FTA grant reporting requirements.

On-Call Dedicated Bus Lane Network Planning and Design, Baltimore City, MD: Project planner who developed illustrative typical sections to create dedicated bus lanes including impacts to curbside parking and bus stops.

Bell Time and Bus Routing Evaluation, Baltimore City Public Schools: Project planner who developed bus routes for special populations to provide more efficient school transportation and reduce student ride times.

Citywide Transportation Plan, Town of Newport, DE: Project planner responsible for evaluating multimodal needs including transit service plans and bicycle and pedestrian networks.



Scott Fox, AICP

TRANSIT PLANNER

Areas of Expertise

- Transit service planning and operations
- Community planning
- Multimodal accessibility
- Stakeholder/public outreach

Education

- Master of Urban Planning, University of Michigan, 2016
- Master of Arts in American Studies, Lehigh University, 2014
- Bachelor of Arts in History, Carleton College, 2012

Registration

- American Institute of Certified Planners

Scott is a transit planner and analyst with eight years of experience in transit service planning and operations including routes, stop placement, headways, and first/last mile connections as well as spatial analysis, graphic design and visualization, customer service, marketing, stakeholder and public outreach, policy, grant funding applications and economic analysis. Scott has direct experience working for a regional transit agency and balancing service needs with available budgets, fleet, and labor resources. In addition to strong written and verbal communication skills, Scott's expertise includes GIS, GTFS, Illustrator, InDesign, Microsoft Office, Navineo, Ridecheck, Remix, SQL, and Trapeze.

PROJECT EXPERIENCE

Service Planner – Bus Stop and GIS Manager, Memphis Area Transit Authority

- Oversaw the organization's bus stop management and spatial and data analysis including Title VI
- Project manager for all shelter installations and also managed construction projects for sidewalk installation, bike racks, and other pedestrian improvements
- Troubleshoot data sources to assure accuracy and consistency
- Developed service improvements that reflects planning documents and public feedback
- Organized and conducts meetings with the public and diverse stakeholders
- Grant writer of successful federal and state competitive funding opportunities that have provided over \$20 million in funding for capital and operating needs
- Created maps and schedules for public display
- Assisted block and run scheduling with Trapeze Blockbuster

Bus Priority Network Planning, Baltimore City DOT

Transit Planner responsible for bus stop inventory, upgrade recommendations and before and after transit performance analysis of dedicated bus lanes.



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item: Community Broadband Update

Action Requested: NA

Department: Public Works

Presented By: Matthew Langhorst

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Update on progress

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item: Mind Springs

Action Requested:

Department: City Administration

Presented By:

Strategic Goals:

Background Info: Update from MIndsprings

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

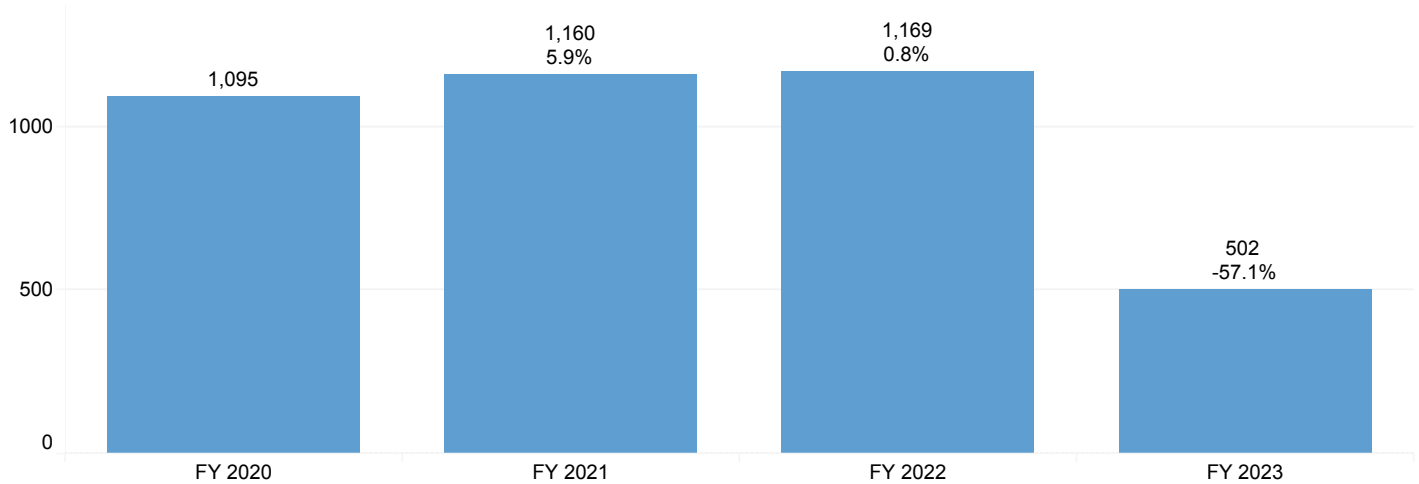
Outpatient Client and Service Metrics

****Excludes Hospital, Womens Recovery/CIRCLE, Detox**

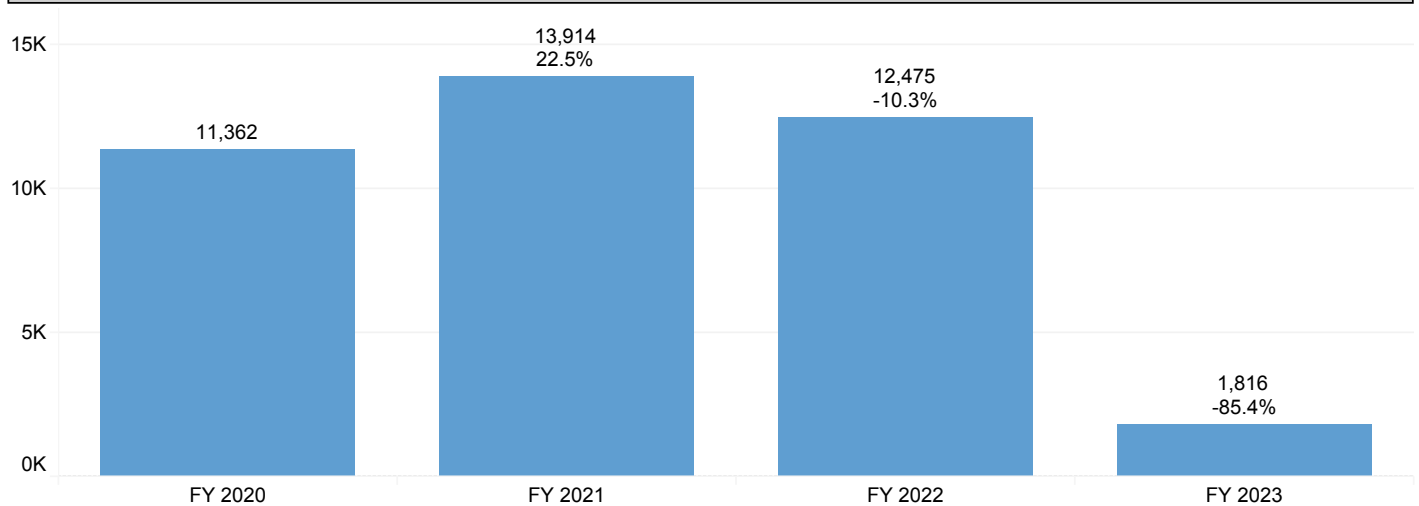
Client County of Residence
Garfield County

Provider Location County
All

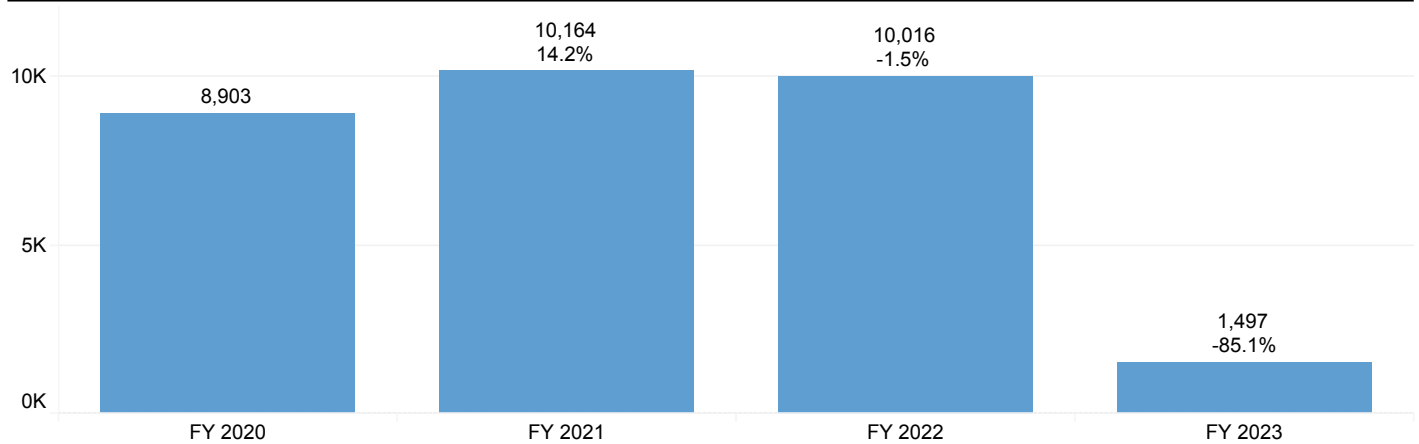
Unduplicated Client Count and Year over Year Growth



Number of Services and Year over Year Growth



Service Duration Hours and Year over Year Growth



Date of Data: 2022-08-23

Report Date: 2022-08-24

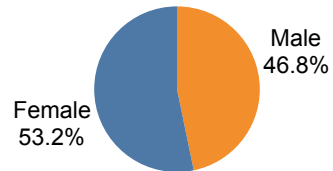
Client Demographics for Clients Active in Last Year

1,182 clients have been seen in the past 12 months

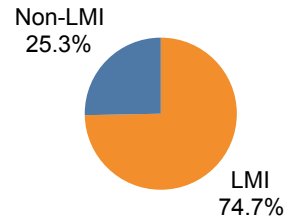
Client County
Garfield County

Show/Hide Missing/Unknown Values
Hide Missing/Unknown Values

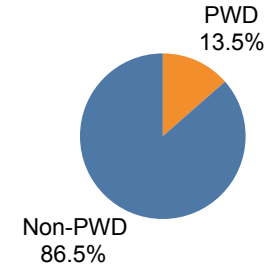
Gender Populations



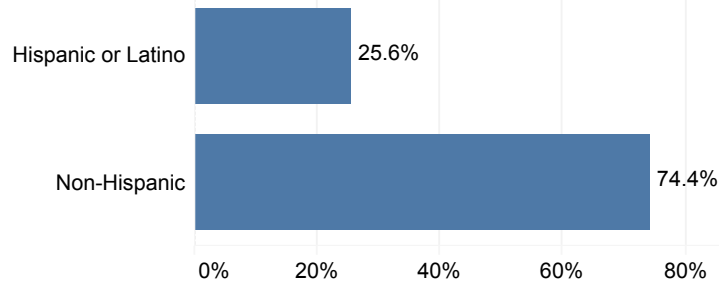
Low- to Moderate- Income (LMI) (Client is LMI if on sliding fee or Medicaid)



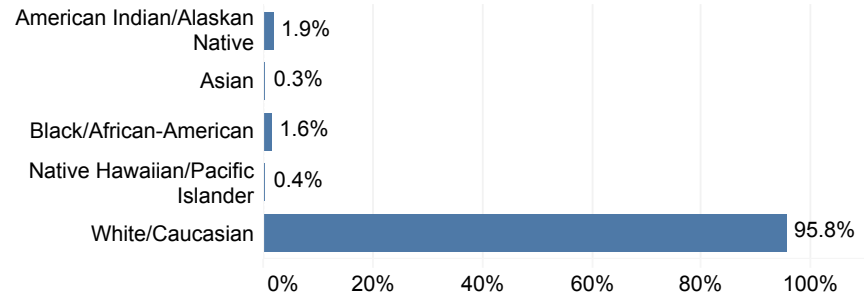
Persons With Disabilities (PWD)



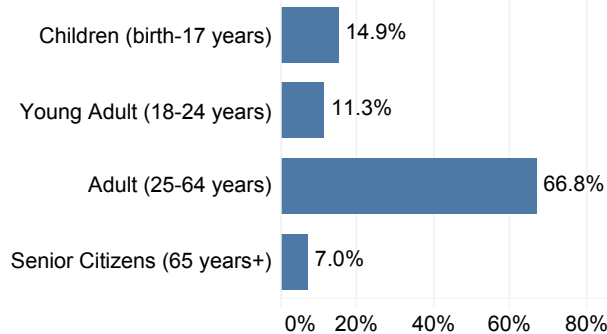
Hispanic or Latino Populations



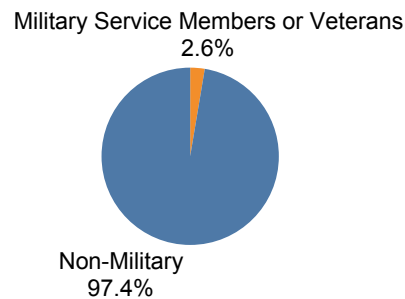
Race Populations



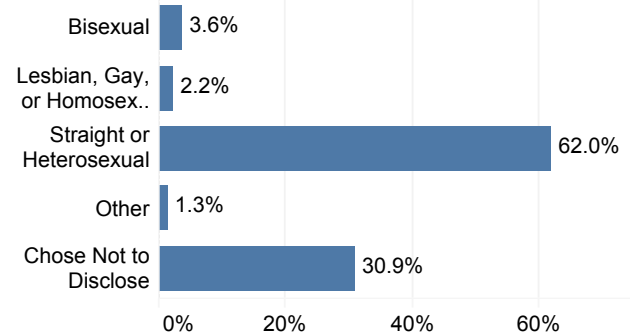
Age Populations



Service Members or Veterans



LGBTQ Populations

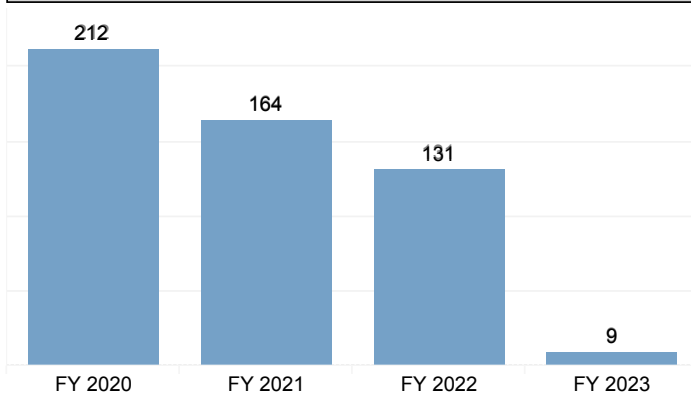


Inpatient Programs Admission and Bed Day Metrics

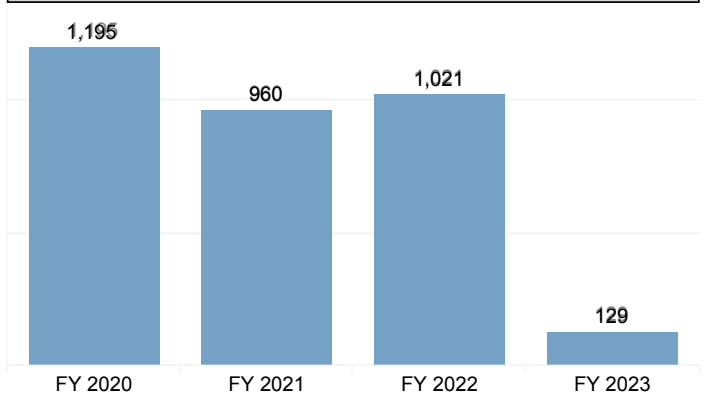
**West Springs Hospital, Womens Recovery/CIRCLE, Detox

Client County of Residence
Garfield County

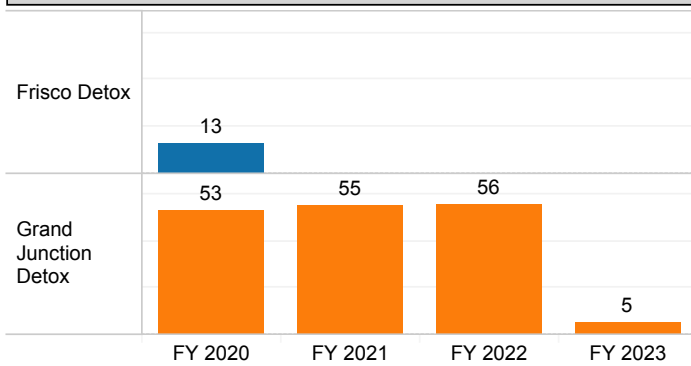
West Springs Hospital Admissions



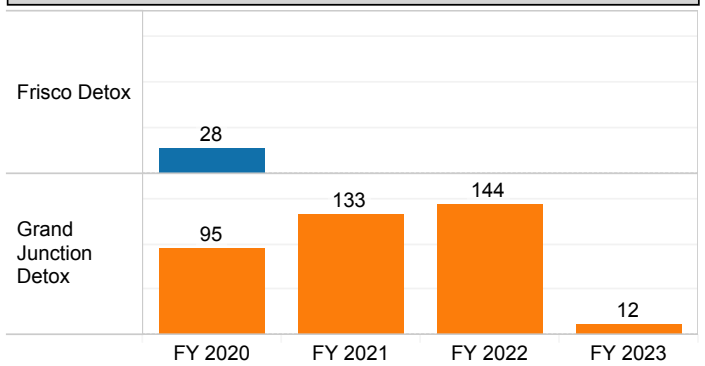
West Springs Hospital Bed Days



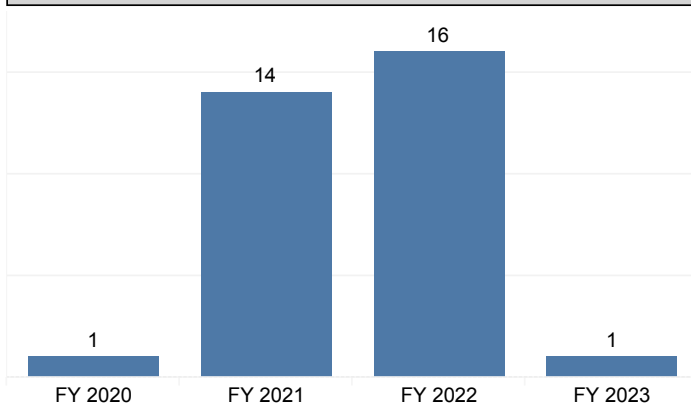
Detox Admissions



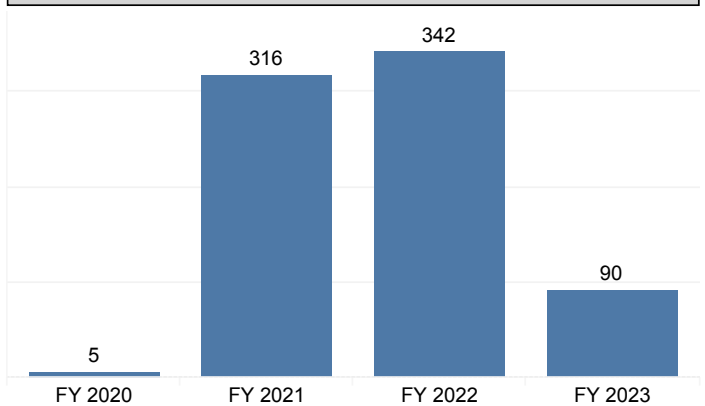
Detox Bed Days



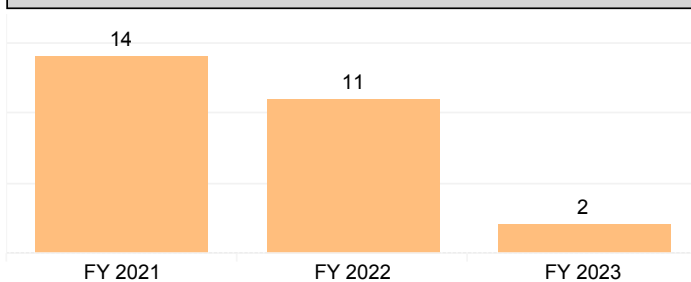
Women's Recovery Admissions



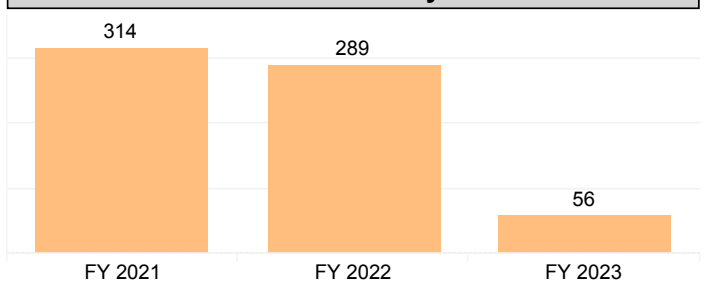
Women's Recovery Bed Days



Circle Admissions



Circle Bed Days



Date of Data: 2022-08-23

Report Date: 2022-08-24



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item:	Community Center Passes for Positive Influence on Minors
Action Requested:	Continue to authorize and expand the use of Valley Marijuana Council Funds specified for youth prevention programs to fund Glenwood Springs Youth Passes and supported youth programming.
Department:	Parks & Recreation
Presented By:	Brian Smith
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	Garfield County Public Health reported 21% of adults over the age of 18 don't have the social and emotional support they need. Youth are at a much greater disadvantage. Between 50 and 67% of low income youth, youth in the child welfare and juvenile justice systems and Latino youth can experience mental health issues. Among youth with substance use disorders, 60 to 75 percent also have a co-occurring mental illness. (www.youth.gov/youth-mental-health)

Local Data

- Approximately 1100 9th-12th graders attend school in Glenwood Springs.
- Alcohol, marijuana and drug use are higher than the state averages. 1/3 of students use alcohol regularly, 22% use marijuana regularly and 17% use other types of drugs with the use of prescription drugs without a prescription as the most common.
- Over 1 in 4 students are depressed and 14% have considered suicide.
- Only 47% of youth in our region are hopeful for their future.
- Only 49% report they have a mentor
- 68% have participated in an extracurricular activity at school and do not have strong data about out of school time engagement.
- In several youth surveys, almost every youth asked for free rec center access, free bus passes and after hours access to the library.

In addition, Glenwood Springs can contribute to a 3rd Space for all youth. 3rd Spaces are those community "anchors" where citizens of a community congregate and socialize, building stewardship of the community. They are often considered to be vital to a healthy community. For youth, their first space is their home and their 2nd space is their school environment. When home is in conflict and a youth is disengaged from school, a 3rd space can provide stability, access to adult mentors and prosocial protective factors that mitigate the impacts of the unhealthy areas of their lives that can lead to mental health and substance use disorders.

With funding from the additional retail and wholesale marijuana tax approved by the residents of Glenwood Springs in April of 2017, the City Council wanted the VMC to demonstrate effective outcomes from the funding. \$100,000 was designated for VMC recommendations in FY2018. The VMC suggested "funds be used for education, prevention and/or treatment of substance abuse and related mental health needs in the community, with a strong tendency toward youth."

In June of 2018 the Valley Marijuana Council (VMC) partnered with the Glenwood Springs Community Center to implement a youth prevention program funded by \$25k of the total \$100k in Marijuana Tax proceeds earmarked for Mental Health and Youth Prevention. The program provides all 7th - 12th grade students in any Glenwood Springs school with a free membership card to the Community Center active during school breaks. Metrics tracking is shared with the VMC. The summer pilot program was very successful, providing a safe and healthy option for young people to gather and recreate together with approximately 494 membership issued and 2,342 visits in less than 3 months.

Since that time the program has come out of the pandemic hold and engagement continues to grow with 532 passes issued so far this year.

Issues:

The growth trend and VMC's desire to meet its objectives with support programing necessitates earmarking additional funding and creating partnerships for more "3rd space" opportunities for youth.

One barrier to participation that has been identified is concerns from families with illegal immigrants within the household that are hesitant to share contact information or have family members' names added to any kind of list, as well as a general distrust of government carried over from their homelands.

Coordination with the Valley Marijuana Council has eased since 2020 and clear objectives are needed with measurable outcomes. Staff would like Council's thoughts and direction on the future of the program and what they would like to see in community benefit outcomes related to young people in Glenwood Springs.

Fiscal Impact:

The program is proposed to increase funding from marijuana proceeds from \$25,000 to \$75,000. What the correct funding amount is depends on the desired scope of services.

Legal Review:

NA

Staff Recommendation:

Presentation on the current program and discussion on future growth.



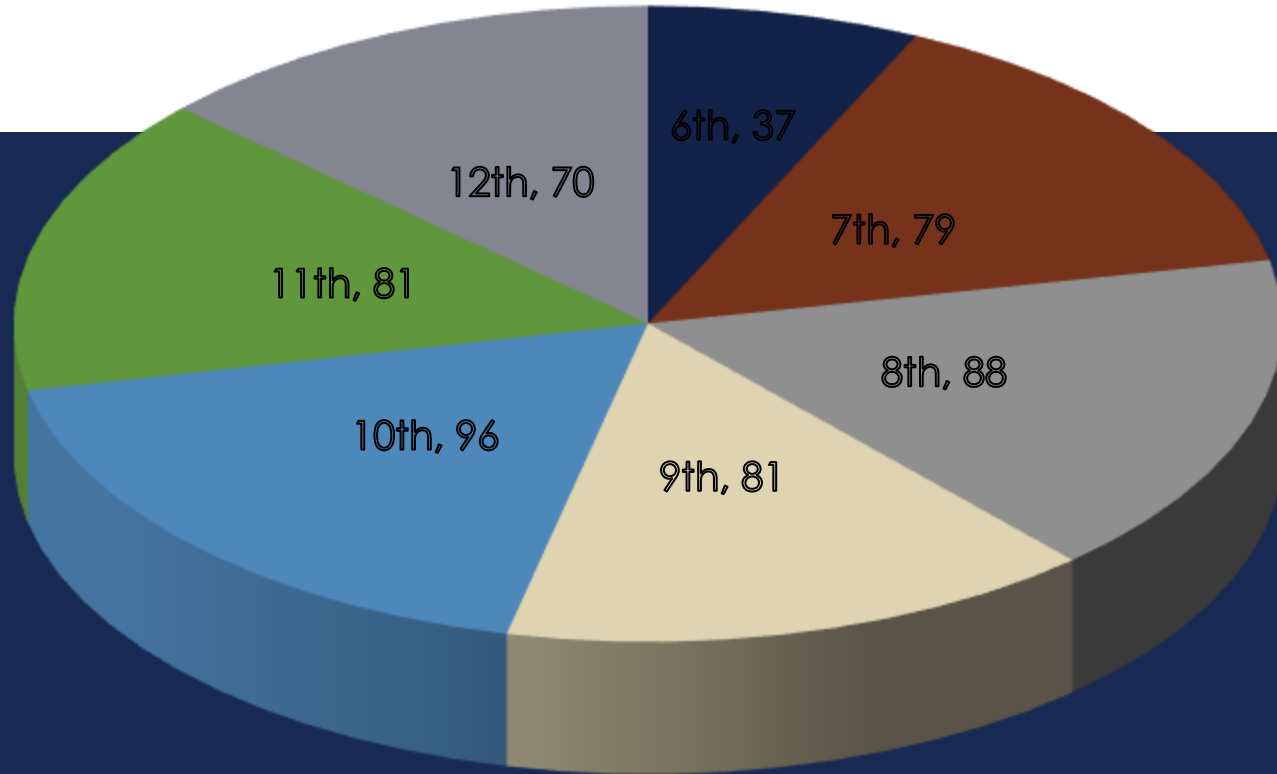
CITY OF
GLENWOOD
SPRINGS

PARKS AND RECREATION

CITY OF GLENWOOD SPRINGS 2022 COMMUNITY CENTER STUDENT MEMBERSHIP PROGRAM

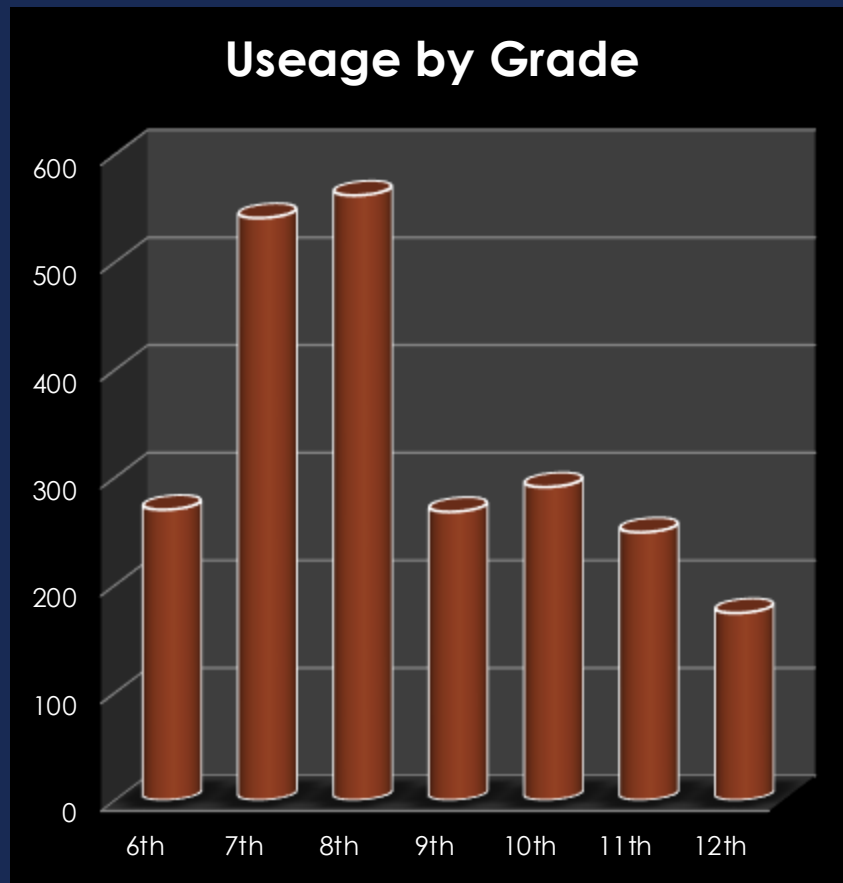
PASSES ISSUED

Student Passes for 2022 were made available to individuals in 6th – 12th grade for Spring Break and individuals going into 6th – 12th grade for Summer Break



- 532 passes have been issued YTD for 2022
- 10th graders were issued the most passes
- 6th graders were issued the least

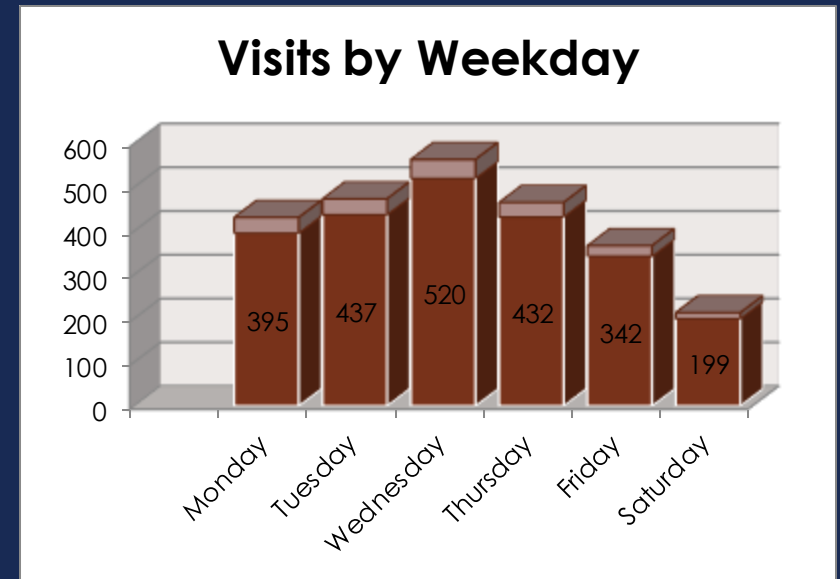
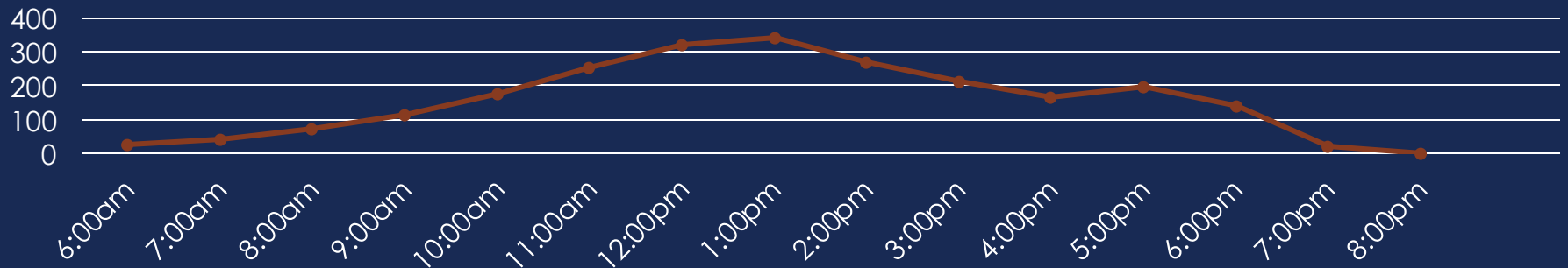
PARTICIPATION



- Students swiped their cards to enter the facility 2,355 times YTD
- 8th graders used their passes more than other grades
- There were an average of 31 students in the facility each day
- On average each student used their pass 4 times

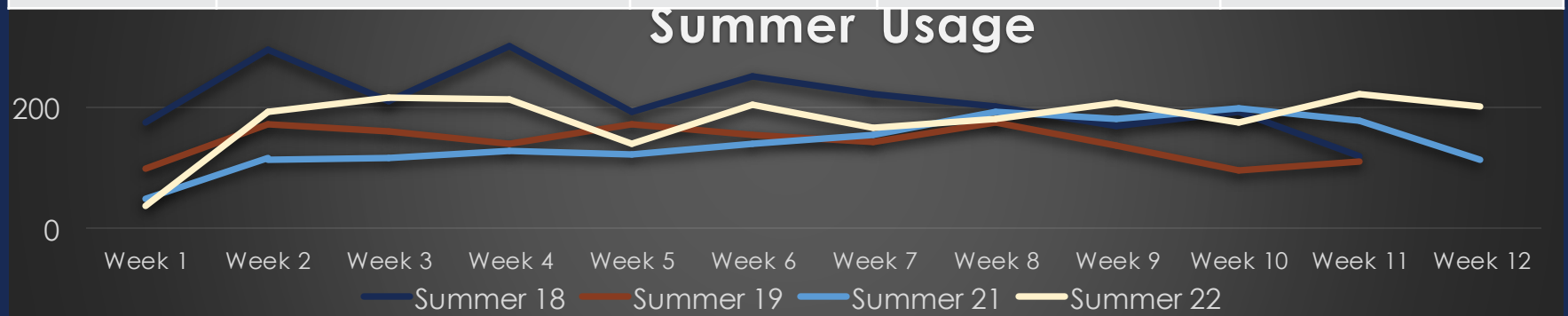
USAGE

- Wednesdays were the busiest day of the week and averaged 40 students
 - The majority of students entered the facility between Noon and 2pm
 - June 15th, July 6th and Aug 11th were the most utilized days and had 57 total student visits
- Average Usage by Time of Day



YEAR COMPARISONS

Year	Passes Issued	Recorded Visits	Days/Yr Passes Available	Average Use Per Day Available
2018	494	2,342	81	29
2019	359	1,562	77	20
2021	Reservations & Passes	2,075	91	23
2022YTD	532	2,355	76	31





City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item:	Geogrid Easement for BLD Meadows Development
Action Requested:	Approval of Easement Document and Compensation for Easement
Department:	Planning Department
Presented By:	Karl Hanlon, Hannah Klausman
Strategic Goals:	Generate Sustainable Economic Development Ensure Public Safety
Background Info:	This item was continued at the September 1, 2022 meeting. As described in the attached legal cover memo, the developer has agreed to pay \$15,000 for the easement. At the January 6, 2022 meeting, Council approved the Major Site/Architectural Plan Review application for the construction of 300-unit multi-family development in 14 separate buildings in Glenwood Meadows. BLD Group LLC has now submitted Final Plans, including this easement across City-owned land within the Wulfsohn Mountain Park necessary to construct and anchor the required retaining walls. The easement dimensions are approximately 30 feet by 180 feet, as depicted on the attached Encroachment Exhibit. There will be no permanent visible structure on City property. Pursuant to the easement, the developer/grantee will reclaim the disturbed area, revegetate according to City staff specification, and be responsible for noxious weed control. The developer's counsel has submitted a letter included in the packet that covers a letter from the project engineer, explaining the rationale and necessity of the easement.
Issues:	Use of City Property
Fiscal Impact:	N/A
Legal Review:	The City Attorney has worked with the developer's counsel on staff recommended changes to the easement language.
Staff Recommendation:	Approve the easement in the form approved by the City Attorney.

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

0133 Prospector Rd.
Suite 4102J
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*

DATE: September 8, 2022
TO: Glenwood Springs Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: BLD Request for Geogrid Easement

This item was continued at the September 1, 2022 Council meeting, where staff was directed to establish a value for the City-owned open space to be encumbered by the easement. We took the Open Space Dedication fee, \$235,706 per acre or \$5.50 per square foot, and applied that to the size of the easement – 5,400 square feet. Easements typically devalue a property by less than half, depending on the purpose of the easement. At 50% of the full Open Space fee value, the easement is worth \$14,700. The developer has agreed to pay an even \$15,000 to be dedicated to some type of recreation equipment.

MAINTENANCE AND ENCROACHMENT EASEMENT FOR RETAINING WALL ANCHOR

The undersigned CITY OF GLENWOOD SPRINGS, a Colorado home rule city (“Grantor”) and the undersigned GLENWOOD LAND HOLDINGS LLC, a Delaware limited liability company (“Grantee”), hereby enter into this Maintenance and Encroachment Easement for Retaining Wall Anchor (“Easement Agreement”) as of the _____ day of August, 2022.

RECITALS

A. Whereas, Grantor owns Tract E, Glenwood Meadows Filing No. 2, as depicted on the final plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. _____ (“Lot E” or the “Burdened Parcel”); and

B. Whereas, Grantee owns Lot 2, Glenwood Meadows Filing No. 7, as depicted on the final plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. 972018 (“Lot 2” or the “Benefitted Parcel”); and

C. Whereas, Grantee intends to construct a retaining wall within the Benefitted Parcel (the “Retaining Wall”) as depicted on Exhibit A; and

D. Whereas, certain underground geogrid materials anchoring the Retaining Wall will encroach upon the Burdened Parcel (“Geogrid Materials”); and

E. Whereas, Grantor is willing to grant easement rights to Grantee for the underground placement of the Geogrid Materials on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein and material representations and acknowledgments of the parties hereto.

2. Grant of Easement over Lot E. Grantor hereby grants, sells, conveys and confirms to Grantee, and its successors in interest as fee owners of the Benefitted Parcel, a non-exclusive perpetual easement on, over, across, under and within that portion of Lot E described on Exhibit A hereto (the “Lot E Easement Area”) for the placement, operation, maintenance, repair, and replacement of certain underground infrastructure associated with, and supporting, the Retaining Wall including the Geogrid Materials.

3. Access/Maintenance. Grantor further grants, sells, conveys and confirms to Grantee and its respective employees, contractors, and agents, a non-exclusive perpetual easement across the Lot E Easement Area to maintain, repair, and replace the Geogrid Materials as necessary to maintain the viability of the Retaining Wall from time to time. Grantee further agrees to manage noxious weeds within the Lot E Easement Area to the satisfaction of the City. Grantee shall provide Grantor with three (3) days notice prior to the commencement of any of the activities provided for herein.

4. Use of Easement. The Grantee will use commercially reasonable efforts to minimize the disturbance to the Lot E Easement Area and will regrade and revegetate the surface of the Lot E Easement Area once the Geogrid Materials are installed, and will restore any damage to the Easement Area caused by the Grantee's use of the Lot E Easement Area. For revegetation, Grantee agrees to utilize a wildland grass mix to be selected by the City. Grantor agrees to cooperate in good faith in the Grantee's restoration efforts, and Grantor shall not undertake any actions that would disrupt, delay, or unreasonably interfere with the same.

5. Indemnification/Hold Harmless. The Grantee will indemnify, defend, and hold Grantor harmless for any damage, loss or injury (whether to persons or property), as well as any mechanics' or materialman claims or liens, losses, suits, actions, judgments, liabilities, costs and expenses (including without limitation reasonable attorney's fees and costs and expenses of litigation) arising out of or in any way connected with Grantee's (or any party claiming by, through or under Grantee) acts or omissions under this Easement Agreement, except to the extent caused by the willful misconduct of Grantor. Nothing in this Agreement is intended to waive the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., (CGIA) as amended from time to time.

6. Amendments/Successors. No amendment, modification or supplement to this Easement Agreement shall be binding unless made in writing by all owners of the Easement Area and Benefitted Parcel. The provisions of this Easement Agreement shall run with, be binding on and burden Lot E for the benefit of the Benefitted Parcel, and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and the Grantee.

7. Miscellaneous. This Easement Agreement shall be governed by the laws of the State of Colorado. This is the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, written or verbal. In the event that any provision of this Easement Agreement is declared unenforceable, all remaining provisions shall remain in effect and shall be construed to effectuate, as nearly as possible, the original intentions of the parties hereto based upon the entire Easement Agreement, including the invalidated provision. This Easement Agreement shall be recorded in the real estate records of Garfield County, Colorado.

Signed this ____ day of August, 2022.

CITY OF GLENWOOD SPRINGS

Jonathan Godes, Mayor

Ryan Muse, City Clerk

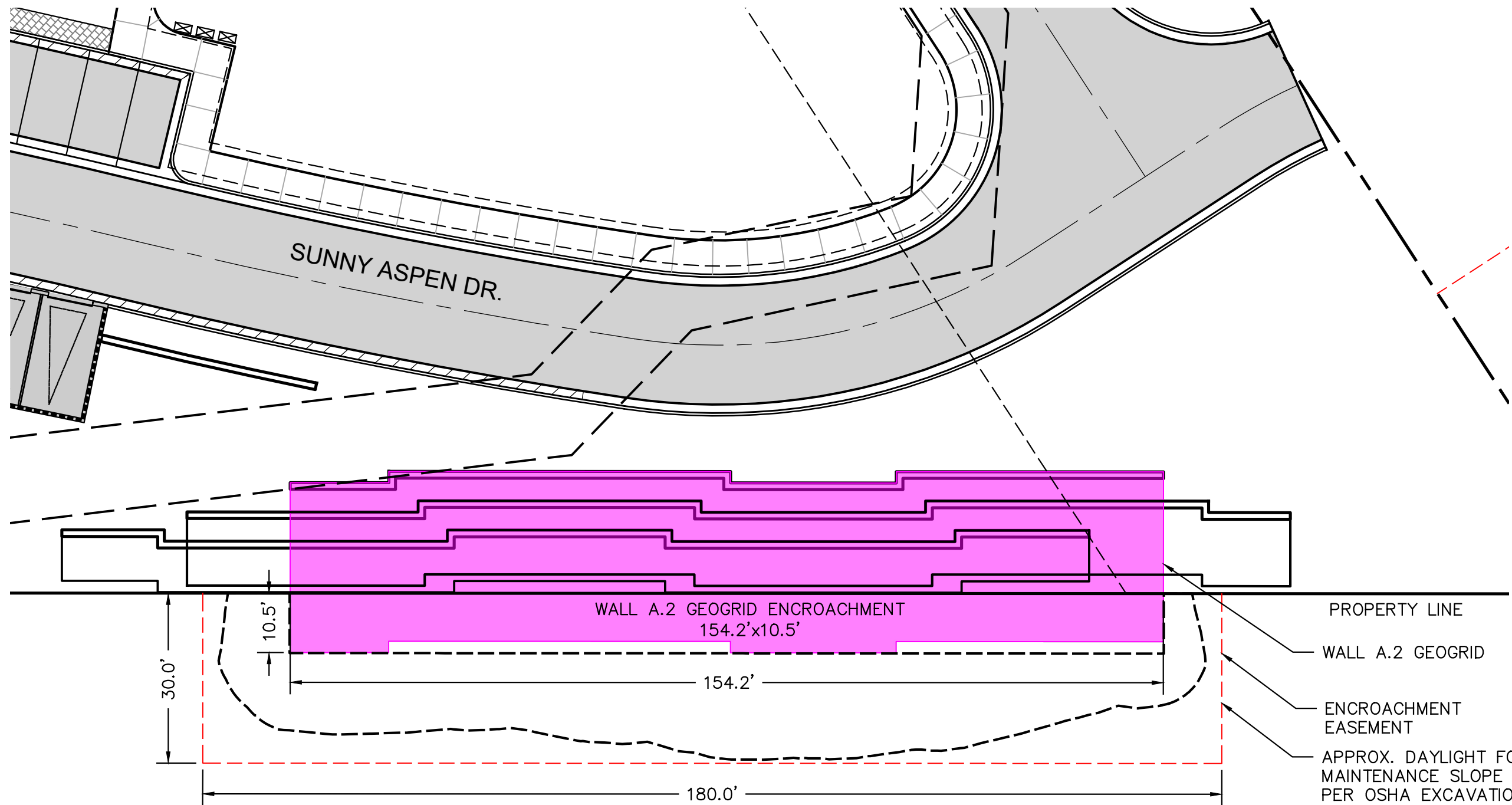
Karl J. Hanlon, City Attorney

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

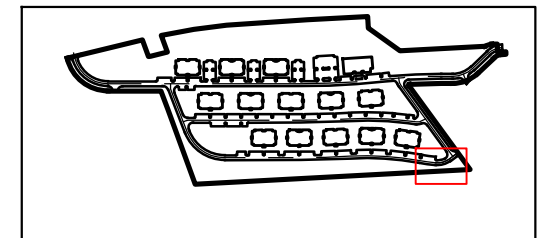
Witness my hand and official seal.

Notary Public



GLENWOOD MEADOWS NO. 2
TRACT E
(CITY OF GLENWOOD SPRINGS)

ENCROACHMENT EASEMENT RETAINING WALL A.2



DRAWN BY: HCE		NO.	DATE	REVISION	BY
CHECKED BY: HCE	DATE:				
TITLE:		CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1987 OR 834-06700 IN METRO DENVER CALL 2 BUSINESS DAYS IN ADVANCE TO LOCATE AND MARK UTILITIES BEFORE ANY EXCAVATION WORK UNDERGROUND MEMBER UTILITIES			

HIGH COUNTRY ENGINEERING, INC.
1517 BLAKE AVENUE, STE 101,
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 • FAX (970) 945-2555
WWW.HCENG.COM



BLD GROUP
CITY OF GLENWOOD SPRINGS, CO
GLENWOOD MEADOWS MULTIFAMILY
MAINTENANCE & ENCROACHMENT
EASEMENT EXHIBIT

PROJECT NO.
2201044.02



BALCOMB & GREEN

WATER LAW | REAL ESTATE | LITIGATION | BUSINESS ESTD 1953

Chad J. Lee, Esq.
Telephone (970) 945-6546
clee@balcombgreen.com

August 24, 2022

Via Dropbox:

Trent Hyatt, Senior Planner
Community Development
101 West 8th Street
Glenwood Springs, CO 81601
trent.hyatt@cogs.us

Dear Trent:

As you know on August 4, 2022 we submitted a request for the City to grant an underground easement for materials anchoring a retaining wall which would encroach approximately 10.5 feet into City-owned open space at the Meadows for the BLD project. Enclosed is a memorandum from Huddleston-Berry describing the necessity for the request, which could not be known until we reached 100% engineering documents. In short, due to the steep slope on City-owned property above the site the materials are necessary to anchor the lower portion of the retaining wall. All materials encroaching on City property would be buried at least 25 feet deep, and we will reclaim / regrade the surface to match original slopes. These types of easements are fairly commonplace in Glenwood Springs given our topography. For example, the City itself obtained several easements for underground soil nail encroachments to anchor retaining walls during its recent rebuild of Midland Avenue. Thank you for your consideration of this request. We plan to be available for questions during the September 1st Council meeting.

BALCOMB & GREEN, P.C.

By: 
Chad J. Lee, Esq.,



Huddlestone-Berry
Engineering & Testing, LLC

2789 Riverside Parkway
Grand Junction, Colorado 81501
Phone: 970-255-8005
Info@huddlestoneberry.com

August 23, 2022
Project#02527-0001

Glenwood Land Holdings, LLC
1500 Cordova Road, Suite 300
Ft. Lauderdale, Florida 33316

Attention: Mr. Alex Stein

Subject: Retaining Wall Analysis
Glenwood Meadows
Glenwood Springs, Colorado

Reference: *Retaining Wall Analysis, Glenwood Meadows, Glenwood Springs, Colorado* by
Huddlestone-Berry Engineering & Testing, LLC for Glenwood Land Holdings,
LLC, August 10, 2022.

Dear Mr. Stein,

At your request, Huddlestone-Berry Engineering & Testing, LLC (HBET) prepared this letter regarding the retaining walls for the Glenwood Meadows multi-family development in Glenwood Springs, Colorado. As indicated above, HBET conducted engineering design of the retaining walls. However, HBET understands that the geogrid for Wall A.2 will cross the property line onto City of Glenwood Springs property approximately 10.5 feet. The purpose of this letter is to outline the reasons for the encroachment, long-term impacts of the encroachment, and alternatives.

Based upon the design calculations, the reason for the long geogrid in Wall A.2 is to achieve the required Factor-of-Safety (FS) for slope stability. The geogrid length necessary for simple wall stability is much less. However, due to the slopes above the wall on the City's property, the long geogrid is necessary to meet the required FS.

Although the geogrid will encroach on the adjacent property, it is important to note that since Wall A.2 is the lower wall of the three tier wall system, the upper layer of geogrid for Wall A.2 will be approximately 30 feet below the finished grade above the wall. In addition, the wall is a permanent structure. As a result, the encroachment onto the adjacent property will only really impact the adjacent property during construction. There would be no reason to impact the adjacent property in the future. Any future wall maintenance will only include the face of the wall.

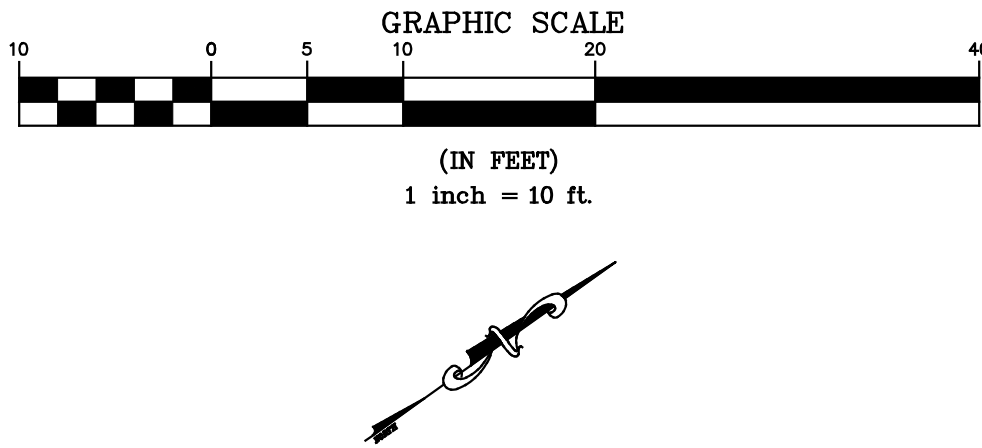
Unfortunately, the most likely alternative to a Segmental Block Retaining Wall (SRW) for Wall A.2 is a concrete wall. The appearance of Wall A.2 over time will not be consistent with the appearance of Walls A.3 and A.4 above, and the other SRW's on the site.

We are pleased to be of service to your project. Please contact us if you have any questions or comments regarding the contents of this report.

Respectfully Submitted:
Huddlestone-Berry Engineering and Testing, LLC



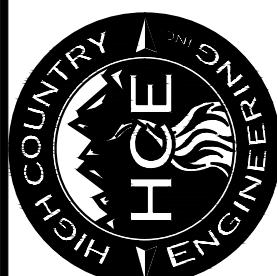
Michael A. Berry, P.E.
Vice President of Engineering



NO.	DATE	REVISION	BY
1	6/3/2022	FINAL PLAN REVIEW SUBMITTAL	MGG
2	8/5/2022	FINAL PLAN REVIEW RESUBMITTAL	MGG

DRAWN BY:	HCE
CHECKED BY:	MGG
DATE:	6/3/2022
FILE:	

HIGH COUNTRY ENGINEERING, INC.
1517 BLAKE AVENUE, STE 101,
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 • FAX (970) 945-2555
WWW.HCENG.COM



BLD GROUP, LLC:
GLENWOOD SPRINGS, CO
GLENWOOD MEADOWS MULTI-FAMILY
MSE WALLS A.2 - A.4
SECTION

PROJECT NO.
2201044.00

EXHIBIT



City Council
STAFF REPORT
City of Glenwood Springs
September 15, 2022

Agenda Item: Executive Session on City Manager Search

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd, Karl Hanlon

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

Background Info: Budget will be submitted on October 6th.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA