



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
FEBRUARY 1, 2024
101 W. 8TH STREET
6:15 p.m.

The agenda is subject to *change, including the addition of items 24 hours in advance or the deletion of items at any time.*

The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

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

WORK SESSION

3:00 pm	1. Transportation Update	Information/Discussion
3:30 pm	2. River Corridor Master Plan with the River Commission	Information/Discussion
4:00 pm	3. Tourism Promotion Board	Information/Discussion
4:30 pm	4. Utility Billing Implementation Update	Information/Discussion
4:45 pm	5. Short Term Rentals	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar.

When: Feb 1, 2024 06:00 PM Mountain Time (US and Canada) Topic: 2024/02/01 Regular City Council Meeting

Please click the link below to join the webinar: <https://us02web.zoom.us/j/85888918785?pwd=bmg1OS8lZWZaaGhKdkZ3OVRoeWc2dz09>

Passcode: 336531 Or One tap mobile: +17193594580,,85888918785# US +12532050468,,85888918785# US Or Telephone:

Dial (for higher quality, dial a number based on your current location): +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) Webinar ID: 858 8891 8785 International numbers available: <https://us02web.zoom.us/j/85888918785>

REGULAR SESSION

6:15	6. Roll Call	
	7. Agenda Changes & Conflicts	
	8. Council Announcements	
	9. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	10. Consent Agenda	Discussion and/or Action
	A. January 18, 2024 Council Minutes	
	B. Resolution 2024-06; Storm Water Fee	
	C. Oasis Creek Pump Station Number 2 Replacement Bid Award	
	D. Memorandum of Understanding with the Downtown Development Authority for Engineering Services in the 700 Block of Cooper.	
	E. Resolution 2024-08; Ambulance Transport Rates	

ACTIONS AND/OR PRESENTATIONS

11. Resolution 2024-09; Correcting Scrivener's Error in Resolution 2024-05	Discussion and/or Action
12. Ordinance 2024-03; Amending the 2024 Budget Appropriation (One Reading)	Discussion and/or Action
13. Resolution 2024-07; Sole Source Purchase for a New Fire Truck	Discussion and/or Action

- | | |
|-------------------------------------|--------------------------|
| 14. Pay-as-you-Throw Opt Out | Discussion and/or Action |
| 15. South Bridge Update | Discussion and/or Action |
| 16. Council Comments | |
| 17. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 18. Council Social Event Location | |
| 19. Adjournment | |

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City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Transportation Update

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Staff will present an update on transportation related activities to include:

1. Parking management
2. Ride Glenwood expansion
3. 6 & 24 devolution process

An update on Transportation Demand Management is scheduled for February 15, 2024.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: River Corridor Master Plan with the River Commission

Action Requested: NA

Department: Economic and Community Development

Presented By: Jim Hardcastle

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Representatives from the River Commission will be here to discuss the timing and completion of a Master Plan, The membership of the River Commission is as follows:

Members

- **Christopher Sharrow**
Appointed: Alternate 02/2022, 03/2023
Term Expires: 03/2026
- **Hunter Causey**
Appointed: 02/2022
Term Expires: 03/2025
- **Kyle Holt**
Appointed: 02/2022
Term Expires: 03/2025
- **Scott Schreiber (Chairman)**
Appointed: 03/2018, 03/2021
Term Expires: 03/2024
- **Erika Gibson (Vice Chairman)**
Appointed: 03/2018, 03/2021
Term Expires: 03/2024
- **Richard "Chip" Fisher**
Appointed: 03/2021
Term Expires: 03/2024
- **Paula Stepp**
Appointed: 04/2023 (to fill)
Term Expires: 03/2024

Alternates

- **Trent Hyatt**
Appointed: (Alternate) 07/2023
Term Expires: 03/2025

Council Liaison

- **Mitchell Weimer**
- **Shelley Kaup (Alternate)**

Issues:	NA
Fiscal Impact:	Unknown at this time.
Legal Review:	NA
Staff Recommendation:	NA

THREE MILE CREEK CONFLUENCE RESTORATION BACKGROUND

May, 18, 2023 (Added info, Jan 2024)

2018

- Authorization for prelim design. March 9, 2018.
- October 2018 - Emergency improvements
- Fall 2018 - City applied for and received \$25,000 grant from Pitkin County

2019

- February 2019
 - a. City received four proposals ranging from \$72,000 to \$251,000 for six total tasks
 - b. Request for proposals Wright Water Engineers selected with bid of \$124,000
- May 14, 2019 - City applied for and received grant from Pitkin County Healthy Rivers Board,
 - a. no mention of follow up, reports, or closeout date on funds
 - b. **\$30,000.00**
- June 19, 2019 Public Outreach Mailer - 400 mailers to specific addresses
- July 1, 2019 Public Outreach mailer - 400 mailers to specific addresses
- July 20, 2019 - Public open house at the site
 - a. Open House Meeting Postcard Mailer - 400 mailers to specific addresses
- October 22, 2019 - City applied for and received grant from Pitkin County Healthy Rivers Board,
 - a. no mention of follow up, reports, or closeout date on funds
 - b. **\$25,000.00**
- November 21, 2019 - City Council
 - a. **RESOLUTION 2021 – 19:** the City supports the completion of the Project if a grant is awarded by the CWCB, or any other grant source, and has appropriated **\$150,000** for the Project.
- December 2, 2019 - public meeting at Sopris Elementary School
 - a. Project development meeting
- December 5, 2019 - Extension of agreement with Wright Water
 - a. additional year eff. January 1, 2020-December 31, 2020, amended task #4, new agreement amount not to exceed \$70,000

2020-2021

- July 2021 - Colorado Watershed Restoration Program:
 - a. Approved and received from the State: **\$180,000**
- April 20, 2021, Public input process, 2 meetings and 2 surveys (200 people 1st survey) with significant outreach efforts resulting in [Conceptual Design Report April 20, 2021](#),
 - a. Total Project costs at that time: **\$782,400**
- June 3, 2021 – PO \$3,700 Topo and Bathymetric services – Sopris Engineering
- June 3, 2021 – PO \$35,000.00 Planning and Design Project Task 5 Construction,

2022

- February 7, 2022 - Steve Boyd, Extension of the agreement for professional services to provide planning and design services through December 31, 2022
- February 2022 - Colorado Watershed Restoration Program:
 - a. Recommended amount: **\$130,000**
 - b. Approved and waiting to be drawn down
 - c. Paused on request to receive funds on advice from State fund/program manager:
 - i. change in possible SOW could complicate current award,
 - ii. greater reporting constraints, and
 - iii. changing it to 1-to-1 matching,

- iv. causing it to be converted to a modified grant program as the old one we were awarded is closing out.
- Colorado Watershed Restoration Program
 - a. Three semiannual required update reports have been submitted
 - i. February 2022, August 2022, February 2023

EXPENDITURES

- Between 6/21/2019 - 1/13/2020
 - a. Drawdown total of **\$28,314.61**
- Between 2/13/20 - 12/31/20
 - a. Drawdown total of **\$41,689.02**
- Between 10/1/22 – 3/31/23
 - a. Drawdown total of **\$11,888.50**
- **Total spent on Project to date: 81,892.13**

AWARDS

- 2020 Grant application: Expected start Aug 2021/end October 2025
 - a. **\$30,000.00**
 - b. **\$25,000.00**
 - c. **\$180,000**
 - d. **\$130,000**
 - e. **Total granted to Project to date: \$365,000**

BUDGET

- Current budget with 2 bids and contingency
 - a. Shortfall between **\$421,845.89 and \$430,343.39**

Initial budget from Ryan Johnson, Spring 2023

Funding Summary		
Budget		
2021 CWCB Watershed Restoration Program	\$85,000	
2021 CWCB Water Supply Reserve Fund: Basin	\$10,000	
2021 CWCB Water Supply Reserve Fund: State	\$85,000	
2022 CWCB Watershed Restoration Program	\$130,000	\$310,000
2022 City Budget Carryover	\$140,000	
2023 City Budget Allocation	\$445,000	\$585,000
Total Budget	\$895,000	
Construction Costs		
Bids		
Frontier with Alternative 2	\$1,127,584.90	
Contingency (10%)	\$ 112,758.49	
Construction Observation/Admin	\$ 85,000.00	
Construction Costs	\$ 1,325,343.39	
Total Budget Minus Construction Costs	(\$430,343.39)	

Funding Summary		
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Frontier with Alternative 1	\$1,119,859.90	85.0%
Contingency (10%)	\$ 111,985.99	8.5%
Construction Observation/Admin	\$ 85,000.00	6.5%
Construction Costs	\$ 1,316,845.89	
Total Budget Minus Construction Costs	(\$421,845.89)	

Value engineered budget from Ashly Dostal August 24, 2023

Construction Adjustment Costs		Previous Construction Base Bid Frontier	
Cost w/ Engineering Adjustments*	\$ 587,816.90	Cost	\$ 1,095,809.90
Contingency (10%)	\$ 58,781.69	Contingency (10%)	\$ 109,580.99
Construction Observation/Admin (Done by City)	\$ -	Construction Observation/Admin	\$ 85,000.00
Construction Costs	\$ 646,598.59	Construction Costs	\$ 1,290,390.89
Total Budget Minus Construction Costs	\$248,401.41	Total Budget Minus Construction Costs	(\$395,390.89)

Difference from Bids to Cost Adjustments \$ 643,792.30

River Corridor Master Plan for Glenwood Springs

River Commission's General Overview and Recommendations

Overall: A master plan is both a process and a product. It helps a community identify what its needs are, what is the status of the river, and what to do to address deficiencies or enhance opportunities on the river. A master plan should connect the river corridor with the community and become a guiding document by developing a path to protect and enhance our river corridors. Plans vary in scope, size, and locations depending on the needs of the community.

In general, a **master plan should tell the “River’s Story!”** by addressing the following questions:

- A. **Status.** What is the status of the river corridors’ and how did it get there? (I.e., what is the existing data and known health on the river corridor.)
- B. **Deficiencies.** Where are the concerns, deficiencies, and opportunities? (I.e., what are the gaps in data or deficient conditions on the river that may need addressing and could be addressed.)
- C. **Concepts.** What do we do to address the deficiencies or enhance opportunities? This can be through programs or actual physical projects on the ground.
- D. **Values.** Where are we going? Through public outreach, identify the community’s values and goals for the river.
- E. **Education.** Include the public as part of the overall process to not only understand what the community desires, but at the same time educate the community on being good river stewards.

1. Scope. The scope for A/B above (determining status/deficiencies) has spatial and topical considerations.

Areas for Glenwood could include:

- Mainstem (Roaring Fork and Colorado River)
- Tributaries (Mitchell Creek, Three Mile, Oasis, No Name, Grizzly Creek)
- Then break rivers into segments (e.g., No Name/Grizzly, Three Mile, Confluence, Airport, etc.)

Topics for Glenwood could include:

- Access. River, boat ramps, ADA, river trails**, and RICD locations.
- Mapping. Fluvial hazards, flood plain, etc.
- Water quality. Review available data (temperature, pH) and define gaps to help with 303d listing and/or what is needed to support upcoming MS4 regulations**
- River health (biggest component):
 - i. *Desktop analysis.* Qualitative analysis of the various reaches based on existing data – using Survey 123 and C.S.H.F. tools – to look at biology, stream gauges, assessor records for riparian parcels, fluvial hazard mapping, flood plain mapping, etc.
 - ii. *Physical analysis.* Consultants float the river looking at riparian health, structures, development, recreation hazards, etc. Compare with desktop analysis.
- Hydrology characterization. What is the hydrography of the river before the city’s development up to present. What data do we have; what are the gaps; what would the historic conditions tell us about what the river “should” look like.
- Future conditions. Identify what are the remaining opportunities for private development of river parcels and conservation.

**** compliment but try not to overlap with other master-plan efforts (trails, stormwater, South Canyon).**

2. Education/stakeholder outreach. This is a large component of a master-plan process (refer to “D. Values” and “E. Education” above). Consultants identify and ask stakeholders what problems they see, what they want more of, what value certain areas provide. This process can also serve to educate the public on river-related issues. This process can be started prior to item 1 above to garner feedback from the community and help direct the master planning process.

3. Projects. The end goal of this process is to identify needed projects based on the deficiencies, gaps, and stakeholder input. This could be simple, like needing more stream gauges, or more involved, like identifying river segments with severe deficiencies in need of addressing. Other recommendations could include breaking off areas into their own needed plans, like the Confluence or instream flow management for Grizzly/No Name. This could also include general outreach and education to the community about our rivers.

4. Final Report. The final product of the project should be the development of a thorough report with a concise executive summary, actionable items, measure metrics, detailed maps, and prioritization of concept projects.

5. Timing and costs. Costs can vary widely depending on goals, spatial extents, available information, and quality of work. The cost of the plan could range from \$200k to \$400k. The project could be phased with initial background data development and stakeholder outreach to better determine project scope from community needs. The process could take approximately 1 year to complete. It would be good for consultants to evaluate the river during various hydraulic seasons.

River Corridor Master Plan Examples:

- Loveland: www.lovgov.org/home/showpublisheddocument/52388/637279172579270000
- Montrose: www.cityofmontrose.org/612/Uncompahgre-Riverway-Master-Plan
- Adams County / Clear Creek: www.adcogov.org/sites/default/files/2018_ADCO_CCCMP_FINAL_FOR_ADOPTION.pdf
- Denver / South Platte: https://knowledge.uli.org/-/media/files/technical-assistance-panels/2021/denversouthplattetap-report_1-27-22.pdf?rev=412022edc80b4236b43bd3b82b1d54b5&hash=7F42F2BB0BABC727189604CDE3BADE4E

River Commission Recommendation: Focus on Three Mile Confluence Project

- The River Commissions supports a master-plan effort, but strongly recommends first completing a critical river project, the Three Mile Confluence Restoration Project, in 2024.
- Three Mile is the type of project that would be high priority in a master plan.
 - The City and stakeholders have already identified this area as a known deficiency on the river.
 - The project addresses multiple topics of concern: improving water quality, including on Three Mile and the swampy Atkinson ditch, addressing erosion issues, improving recreational access for boaters, fishermen, and public, and installing educational signage.
 - Project design is the outcome of extensive public outreach efforts in 2022.
 - Various planning and design documents can be found here: https://wrightwater1-my.sharepoint.com/:f:/g/personal/sschreiber_wrightwater_com/EI8BlvqdtatHnMR5Qp9dcblBiweshgILcx1JH0SrTlnCLg?e=vJuW1e

- Funding:

- In 2019, the City initially secured **\$55,000** in grants from Pitkin County Health Rivers for development of the initial project.
- Since then, the City has secured an additional **\$310k** in grant funding for construction. The grants were co-written over the past three years by the River Commission and City Staff. **We will lose \$180k of this grant funding**, which has a sunset date, if the project does not move forward this year.
- The City has already spent **\$81,892** to date on the public outreach and design phase.
- Next step is an RFP this year for construction.
 - In 2023, the project was previously bid with bids ranging from \$1.2M to \$1.3M, which created a large shortfall of \$421k to \$430k in needed funding from the City.
 - Thus, the City and consultant are currently value engineering the project to reduce the scope while still meeting essential elements. The goal is to bid the project in next few weeks with a better understanding of costs by March. (Initial budget and preliminary value-engineered budget table below.)

Initial budget from Ryan Johnson, Spring 2023

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Budget		
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Total Budget Minus Construction Costs	\$248,401.41	Total Budget Minus Construction Costs	(\$395,390.89)

Difference from Bids to Cost Adjustments \$ 643,792.30



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Tourism Promotion Board

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Generate Sustainable Economic Development

Background Info: There has been some uncertainty around the roles of the Board, staff and Council. The Tourism Fund is mostly allocated to promotion activities by a contractor. The incumbent is the Chamber Association which provides information and updates at each regular meeting.

This is a discussion with representatives of the Board, Council and City staff to clarify responsibilities.

Beginning on page 9 of the attached marketing plan there is a useful history of the fund and the board.

A screenshot of the board members is below:

Members

- **Lisa Langer**, Visit Glenwood Director of Tourism
- **Justine Smith**, Tourism
Appointed: 02/2022 (to fill), 02/2024
Term Expires: 02/2027
- **Mike Mercatoris**, Chamber
Appointed: 03/2021, 02/2024
Term Expires: 02/2027
- **Andy Wallace**, Lodging
Appointed: 02/2024
Term Expires: 02/2027
- **Heather Montross-Cowan**, Resident
Appointed: Alternate 03/2021, 05/2021 (to fill), 02/2024
Term Expires: 02/2027
- **Aaron McCallister**, Resident/Business
Appointed: 02/2024
Term Expires: 02/2027
- **Kevin Kennedy**, Lodging
Appointed: 05/2023 (to fill)
Term Expires: 02/2026
- **Justin Bishop**, Restaurant
Appointed: 02/2023 (to fill)
Term Expires: 02/2025
- **Sharon Brady**, Resident/Business
Appointed: 02/2019, 02/2022
Term Expires: 02/2025
- **Loretta Ayala**, Tourism
Appointed: 02/2022
Term Expires: 02/2025

Issues:	The revenue forecast for our accommodations tax funding the Tourism Fund is \$1.75 million in 2024. 7.5% is allocated to grants, and another 7.5% is set aside for activities that mitigate the impact of the tourism industry on the City. The remaining \$1,500,000 is available for outsourced promotional purposes.
Fiscal Impact:	Unknown at this time.
Legal Review:	NA
Staff Recommendation:	NA

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES between the CITY OF GLENWOOD SPRINGS, a municipality under the laws of the State of Colorado ("City") and GLENWOOD SPRINGS CHAMBER RESORT ASSOCIATION, a Colorado corporation ("Chamber"), is effective January 1, 2024 no matter the date on which it was signed.

WITNESSETH:

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

1. Scope of Agreement. Chamber agrees to perform for the City Tourism Promotion Services more particularly described in the Marketing Plan attached hereto as **Exhibit "A"** and incorporated herein ("Marketing Plan").

2. Consideration. The City agrees to pay the Chamber in accordance with the proposed budget attached hereto as **Exhibit "B"** incorporated herein.

3. Term. This Agreement shall be effective from January 1, 2024 through December 31, 2024.

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

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

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

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

5. Definitions. For purposes of this Agreement the following definitions shall apply:

Ad Production Expense. Design and creative (photographs/videos) work for tourism-related ads or other print or electronic materials.

Associated Staff. Refers to any staff hired by the Chamber, who is expressly involved with the promotion of tourism, directed by the Director of Tourism Promotion, and paid through budgeted funds allocated through the Tourism Promotion Marketing budget.

Association Memberships. Memberships in tourism-related or industry specific organizations.

Billboard. Advertising on mass transit and billboards.

Bookkeeping Services. Covers costs of bookkeeping, for the tourism promotion fund, e.g., accounts payable/receivable; billing co-op advertising partners; providing detailed P&L statements; tracking reimbursable marketing expenses for postage and printing, any tourism promotion fund bills which have been paid by the Chamber.

Building Costs & Equipment. Includes office space for the Director of Tourism Promotion and any associated staff; telephone system, telephones and regular monthly long distance and local phone bills; desks and furniture; office equipment to include computers, fax machine, use of copier and any other equipment; ; software including database management software; virus protection; and all other software; high speed internet access; IT support on related equipment; equipment maintenance; use of common areas.

Cooperative Advertising. Joint advertising efforts between the tourism promotion department and various tourism-related businesses.

Direct Mail. Bulk direct mailing to individuals regarding specific advertising campaigns, including design, printing, postage and handling. These costs may include services provided by the Chamber or by a mail house.

Distribution. Distribution, storage and shipping of brochures to distribution outlets and costs of brochure distribution companies.

Financial Interest. Any undertaking or activity in which the Chamber will receive money from the City other than for payment of services pursuant to this Agreement.

Fulfillment. Postage costs incurred from responding to specific requests for tourism-related information.

Internet Listings, Website & Links. Infrastructure improvements, search engine optimization, marketing, promotion and sales of the Glenwood Springs visitor destination on visitglenwood.com and its' social channels.

Outside Consultants. Outside professionals retained to accomplish specific goals of the Marketing Plan.

Print Advertising. Advertising in news publications, and various industry and trade publications, such as travel guides, state guides, and travel magazines.

Promotional Items. Giveaway items such as Glenwood Springs branded merchandise.

Public Relations & Social Media. Public Relations initiatives include press releases, articles, Internet placements and media familiarization tours. Social Media initiatives include targeted online advertising and posts. Also, includes, payments to outside consultants providing public relations and social media services.

Research and Tracking. Research to gain adequate knowledge of our target audience and demographics for branding issues and determining how promotional initiatives can be best executed. Budget will also fund tracking measures of marketing, advertising, and public relations.

Special Events & Group Marketing. For events/tour groups/meetings/businesses coming to Glenwood Springs, the Chamber may provide support as appropriate and determined by the Director of Tourism Promotion.

Tourism Promotion Board. Nine member board as created and defined in the Glenwood Springs Municipal Code Article 020.020.

Trade Shows. Includes shows geared toward the travel industry. This area also includes marketing items for shows and promotional items purchased for giveaways at shows and for conventions and groups.

Travel. Covers travel expenses for the Director of Tourism Promotion and Associated Staff. Purpose is for attendance at trade shows or other out-of-town business meetings and functions. Includes transportation, lodging, meals and incidentals, does not include alcohol or personal entertainment.

TV/Radio. Television and radio advertising budget utilized for messages and promotions.

Visitor Center/Visitor Services. Includes staffing, space and furnishings, and all ancillary costs, for visitor information center, provided by the Chamber. Visitor Center shall be open year-round as follows:

November through May: Monday – Friday 9 a.m. to 5 p.m.

Saturday 10 a.m. to 2 p.m.

June through October: Monday – Friday 9 a.m. to 5 p.m.,

Saturday 10 a.m. to 2 p.m.

Sunday 10 a.m. to 2 p.m.

The GSCRA may adjust hours as necessary based on demand.

Holiday Hours (10 a.m. to 2 p.m.) – Memorial Day, Independence Day, Labor Day

Holiday closures - Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day. Special closures – Strawberry Days or other chamber Special Events.

NOTE: Special circumstances may cause closure.

6. Duties of Chamber.

6.1 Implement the Marketing Plan in cooperation with the Tourism Promotion Board and City Council.

6.2 Provide periodic updates with at least an annual presentation to the City Council regarding the status of the Marketing Plan.

6.3 Recommend and implement changes and amendments, as needed to the Marketing Plan approved by City Council or its designee.

7. Payment for Services. Invoices shall be paid within fourteen (14) days of receipt subject to the following:

- 7.1 Invoices shall be in a form approved by the Finance Director and shall have backup for all expenses listed thereon.
- 7.2 All expenditures shall be approved for payment by City Council or its designee.
- 7.3 Travel expenses for any persons other than the Director of Tourism Promotion and associated staff shall be pre-approved by the City Council or its designee. Expenses incurred for meals and mileage shall be reimbursed at the current applicable I.R.S. rate.
- 7.4 No credit card expenditures, other than the Director of Tourism Promotion and associated staff shall be reimbursed and such expenditures shall comply with the Chamber's written credit card policy adopted December 21, 2005 and attached hereto as **Exhibit "C."**
- 7.5 Separate Accounts. Any money received and disbursed pursuant to this Agreement shall be reflected in a separate account maintained by the Chamber, and shall be strictly segregated from all other monies received, handled, or disbursed by the Chamber pursuant to activities other than described herein. Such monies shall be accounted for in the same manner as used by the City for its own accounts.
- 7.6 Record Keeping and Inspections. The Chamber shall cooperate fully with the Tourism Promotion Board and City Council or its designee to maintain full and complete records of any and all activities performed pursuant to this Agreement and shall make such records available for inspection by the City upon request and during the Chamber's regular business hours. The City also reserves the right to inspect, review and audit any phase of the Chamber's performance hereunder either on a continuing or spot-check basis.

8. Disclosure of Financial Interest. Chamber shall disclose in writing to the City any Financial Interest it has in any transaction including without limitation special events, publications and activities for which City funds are used in whole or in part, including without limitation promotion, Printing, storage or Distribution.

9. City Representative; Work Product.

- 9.1 A City Council representative shall sit as an ad hoc non-voting member of both the Chamber Resort Association and the Tourism Promotion Board during the term of this Agreement.

- 9.2 All work product created pursuant to this Agreement paid for with Tourism Promotion Funds is and shall remain the property of the City, including but not limited to URL addresses, web content, contact lists and research information, printed materials, photographic and video assets, and all consultant work products, except for the domain name glenwoodchamber.com that is registered and paid for by the Chamber.

10. Indemnity, Insurance and Governmental Immunity Act.

- 10.1 Chamber hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Chamber, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
- 10.2 Chamber has provided proof of general liability insurance to the City upon execution of this Agreement. City may require increased coverage based on particular project requirements.
- 10.3 Nothing herein shall be interpreted as a waiver of governmental immunity, to which the parties would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

11. Termination. The City or the Chamber may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section 12. In the event this Agreement is terminated, the Chamber shall be compensated for all work performed to date including a pro-rated amount for work items begun but not completed.

12. Agreement Administration and Notice. For purposes of administering this Agreement, the City Manager hereby appoints the City Finance Director to represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City: Finance Director
 City of Glenwood Springs
 101 West 8th Street

Glenwood Springs, CO 81601

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

To the Chamber: Lisa Langer, Director of Tourism Promotion and
Angela Anderson, President and CEO
Glenwood Springs Chamber Resort Association
P.O. Box 1238, 802 Grand Avenue
Glenwood Springs, CO 81602-1238

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

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

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

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

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

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

Signatures continued on following page

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
this ____ day of January, 2024.

CITY OF GLENWOOD SPRINGS

ATTEST:

By: _____
Ingrids Wussow, Mayor

Ryan M. Muse, City Clerk

GLENWOOD SPRINGS CHAMBER
RESORT ASSOCIATION, INC.

By: _____
Angela Anderson, President and
Chief Executive Officer

By: _____
Patrick Drake, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was
acknowledged before me this ____ day of January, 2024 by Angela Anderson as
President and Chief Executive Officer and Patrick Drake as Chairman of Glenwood
Springs Chamber Resort Association, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public



2024 GLENWOOD SPRINGS MARKETING PLAN



2024 Tourism Promotion Marketing Plan

By Lisa Langer, Director of Tourism

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Note: Numbers in parenthesis correspond to related sections of the 2024 Budget

The 2024 Marketing Plan

The tourism budget for 2024 has been set at **\$1,487,500 (1)**. This is an increase of 9.9% over the base budget set for 2023. It is important to note that the tourism budget is based upon 85%* of 2.5% accommodations tax receipts collected from September 1 through August 31 of the year prior to calendar year budget. **Previously, the tourism budget was 92.5% of receipts. The updated percentage was passed by Glenwood Springs City Council on October 21, 2021.*

Non-Marketing/Advertising Expenses include visitor services at the 802 Grand Avenue Visitor Center. The amount of support for 2024 has been set at **\$125,000 (2)**. This amount covers costs incurred by the GSCRA for visitor-related services including management of the Glenwood Springs Visitor Center, D&O insurance for the city's Tourism Management Board, Tourism department's brochure storage, email, and IT hardware/support.

Support Costs for 2024 have been set at **\$223,256 (3)**. This amount includes salaries, benefits, and payroll taxes for both the Director of Tourism and Tourism Project Manager. Also included in this section are bookkeeping services, which include bi-annual audits and annual budget reviews. The combined Visitor Center and Tourism department support costs represent a modest **23.4% (4)** of the total 2024 Tourism Budget.

The Working Tourism Marketing-Management Budget for 2024 is \$1,139,244 (5).

The marketing budget must be somewhat pliable within the parameters of the overall budgeted amount. If opportunities outside of the typical arise, the Tourism Management Board may request additional funding from the Tourism Fund Reserves. The following information summarizes each section of the budget and further explains proposed expenditures.

Advertising – includes Print, Digital, Out-of-Home, Radio & Television, PPC, Media Creative (Graphic Design, video production, Agency-Related Fees & Commissions), social media advertising, Google Ads, and co-ops. Budgeted at \$872,720 increase of 8.4% over 2023. (6)

XUMA Communications is contracted to manage, create and place advertising in close communication with the Director of Tourism. XUMA will manage all aspects of the allocated advertising budget including creative, production and media costs.

I. Agency Responsibilities, Creative Development and Production

Agency fees and production costs to be billed as a monthly retainer for \$9,500 per month.

- Development of overall strategic and creative approach of 2024 marketing based on marketing goals and secondary research
- Development and presentation of strategy and creative
- Develop an overall strategy for media and final media plan
- Develop tactical creative components to support media plan
 - Production of all components (to be mutually agreed upon following approval of media plan), which may include but is not limited to:
 - Television
 - Out-of-Home

- Online Video
 - Digital Banners
 - Print
 - Radio
- Develop tactical creative components separate from paid media
 - Production of all components (to be mutually agreed upon following approval of plan), which may include but is not limited to:
 - Collateral (including but not limited to 2024 travel guide)
 - Videos (including 6-30 second videos for social media)
 - Guerilla marketing efforts
- Ensure all materials are in-line with tourism standards & Glenwood Springs' goals for 2024.
- General account support, including travel, planning sessions, meetings and additional support as required by Glenwood Springs tourism department.

II. Media Strategy. Planning, Buying, Execution, Maintenance and Reporting Media costs and planning fees not to exceed \$660,050

- Development and presentation of media objectives, and strategies by target audience and seasonality. This includes a review of all media types leading to a recommended media mix and spend level recommendation to achieve agreed upon goals.
- Ensure all media strategies are in line with goals
- Strategic development of media plan
- Revisions to media plan based on client input
- Presentation of final media plan
- Media negotiations of rates, positioning, placement and value-added promotional opportunities
- Develop and establish metrics and measurement goals
- Review and analyze media spend to establish success measurements and metrics
- Optimization of all media to maximize effectiveness
- Periodic reporting on all media to ensure effectiveness and make any necessary recommendations
- Ensure that all media and promotions run as ordered; all necessary 'make goods' are received
- Update flowcharts and budget reflecting actual media, spending and achievement of goals against spend
- Media plan and mix to be mutually agreed upon by Glenwood Springs, Thayer and XUMA Communications.

III. Fee Structure

- All agency fees are payable monthly, due in full net 30 days, billed on the last day of each month.
- Agency fees will be billed at a rate of \$175/hour.
- Contract period: January 1, 2024, through December 31, 2024
- **Total contract: \$774,050**

Paid Search Advertising in Google Ads and YouTube is managed by BlizzardPress Marketing with an agreed upon monthly* budget (*fluctuates throughout the year) for a **total of \$40,000**. Google Ads are paid separately from BlizzardPress fees located under Internet Management and charged directly to the tourism credit card. BlizzardPress will provide suggestions to maintain building quality links to the website and evaluate renewing and new online directories.

**Public Relations
Budgeted at \$7,000 (7)**

Scope of Work

In the past, Visit Glenwood Springs has worked with independent contractors to provide Media Pitching, Media Hosting and Press Releases as needed. These responsibilities are now carried out in-house and performed by the Visit Glenwood Springs staff.

The budgeted amount also includes fees for CTO media receptions, posting of press releases and a limited Meltwater Media online platform, including media wires.

Responsibilities Include:

- Pitch story ideas to key writers, editors and media who specialize in travel, tourism and hospitality industries and international news media journalists.
- Serve as official Visit Glenwood Springs spokespersons
- Communicate with in-state tourism industry organizations (Colorado Tourism Office, CO Hotel & Lodging Association, Destination Colorado, Colorado Ski Country, etc.)
- Respond to media leads provided by the Colorado Tourism Office
- Assist and respond to individual media seeking onsite visits
- Create & distribute press releases as needed
- Maintain an updated media list

**Vacation Planner Printing and Distribution
Budgeted at \$41,600 (8)**

Glenwood Springs' tourism produces a 28-page full color travel guide for distribution and direct mail. In 2024, XUMA Communications will produce the piece. The printed piece is shipped and distributed year-round as follows:

- Brochure Express – Montrose, Delta, Grand Junction
- Colorado Activities Center – I-70, Hwys. 285 & 24, Summit County, N. & S. Front Range
- Certified Folder & Display – GJ, Durango, NE. CO Super Cities + web ads
- Vail Distribution – Eagle Airport plus 72 locations in Vail, Avon & Beaver Creek
- Red Wheel Media – Aspen Airport plus curated locations in Aspen and Snowmass

**Hosting (Website, Video, Photos, Domains, Email, Social Media Tools, etc.)
Budgeted at \$24,149 (9)**

- CrowdRiff social media photo aggregator, annual online hosting/management of photo and video library
- Website Hosting
- Website Monitoring monthly service

- Email for website leads through Twilio/Sendgrid
- Domain Renewals & Hosting through GoDaddy.com
- Constant Contact online program for email marketing/e-newsletters
- Social Media Management Tools
- Google docs storage
- Zoom account for virtual meetings

Internet Management Budgeted at \$57,000 (10)

BlizzardPress is contracted to provide marketing services to generate online traffic. Specific tasks are designed to increase ROI within the dictated monthly budget and with the BlizzardPress team, working with the staff of Visit Glenwood Springs, the tourism department of Glenwood Springs Chamber Resort Association (GSCRA).

VisitGlenwood.com has been redesigned to the latest “mobile-first” WordPress platform. Content of the site is managed in-house, however in-depth design elements will continue to be updated and managed through BlizzardPress. BlizzardPress will continue to consult on website usability and search engine optimization through 2024. VisitGlenwood.com is a visitor-first, functional repository, and planning website for Glenwood Springs visitor content. Visit Glenwood Springs is contracted with BlizzardPress to make monthly payments of \$2,250 for a **total of \$27,000**. ResortTrends will continue to provide monthly blogs and content as directed, currently three blogs per month for **total of \$18,000**. Any additional website management content and tools will be allocated from the remaining budgeted amount.

BlizzardPress researches and implements proven Search Engine Optimization & Marketing techniques. The owners work closely with partners to identify those services deemed as most critical to success and strategize to develop services implementation. Please keep in mind that these services are based upon the availability of resources and budget and may be modified as we adapt to changes within the industry and budgetary constraints.

Service Definitions

- Consultation ~ Email/phone correspondence and training with Client, Webmaster and Vendors.
- Search Engine Optimization ~ SEO & Keyword research followed by website and content recommendations, on-page optimization, quarterly site audits including broken Link review/update, XML Sitemap review and submission to Google, Structured Data Review/Update.
- Local Search Citation monitoring with submission recommendations.
- Paid Advertising ~ Google Ads monthly maintenance including Ad copy, bid adjustments, ROI Reporting and performance analysis.

Website Performance Analysis ~ Via Google Analytics, Search Console and Tag Manager will evaluate website traffic, behavior and conversions. Assessment of search engine appearance and performance of on-page optimization, website indexing and usability. Recommendations for increased performance will be provided.

Direct Mail and Fulfillment Budgeted at \$8,000 (11)

There is an increase of vacation/group planning through internet and downloading of online brochures, however, many trip planners still like to receive a hard copy of a destination's brochure before visiting. This area of the 2024 budget addresses the direct fulfillment of such visitor requests. Most of the individual mailing leads are forwarded to Bulk Mail Pros, but requests for larger quantities are handled in-house by tourism staff. Visit Glenwood ships cases of travel planners to welcome centers across Colorado and to group tour operators both domestic and international. Planners are also provided to many groups and meetings participants who visit Glenwood Springs.

Promo Items for Media & Groups / Industry Specific Organizations & Education Budgeted at \$3,000 (12) and \$11,185 (13) respectively

The majority of consumer show representation has been cut, however, staff continues to provide promotional items to group travel leaders, hosted meetings, visiting media and media events.

For Industry Specific Organizations & Education, Visit Glenwood will continue to pay for affiliations with the following organizations:

- Rocky Mountain Lodging (RML) – monthly Colorado occupancy reports
- Colorado Association of Destination Marketing Organizations (CADMO)
- Colorado Tourism Conference – registration for two
- DMA West
- Destination International (this membership new in 2024)
- Visit Denver (DMCVB)
- Travel Industry Alliance of Colorado (TIAC)
- Training specific to marketing (Heidi won tuition waiver for DMA West Tech Summit)
- Other workshops or conferences specific to tourism marketing or management

Group and International Marketing / Miscellaneous Budgeted at \$20,200 (14) and \$1,250 (15) respectively

Group and International Marketing shows:

- Go West Summit – attendance at the western states' marketplace for international tours/travel – the 2025 early-bird summit fee will be paid in 2024
- IPW – Co-op fee for partnership participation in the CO Tourism Office booth
- CTO Familiarization Tours (FAMs) – hosting of tour operators and media
- Tour Colorado membership – this group represents its members at NTA and ABA

Miscellaneous costs include tourism marketing meetings and luncheons held by tourism department staff and office equipment/supplies not covered by GSCRA.

Travel for Conferences / Meetings
Budgeted at \$18,140 (16)

Included in this area are the following expenses/reimbursements:

- Transportation - Air, Train, Bus
- Cell Phone reimbursement - monthly reimbursement for Director of Tourism and Tourism Project Manager
- Lodging – overnight stays for meetings, conferences, sales missions, etc.
- Meals – while on tourism business, meetings, conferences, sales missions
- Mileage – reimbursement for tourism-related travel
- Other Travel – related fees including parking, tips, shuttles, cabs, bag fees, etc.

Consortium Data Program / Wander Maps Program / Kiosk Software
Budgeted at \$75,000 (17)

Visit Glenwood Springs has joined a cooperative data collection program with other Colorado destinations. The cost savings of joining this consortium are significant and we will finally have consistent data and key performance indicators to gauge progress for better decision making.

Wander Maps, a global network of locally built maps, incorporates Glenwood Springs' points of interest into a simple online way-finding program compatible with VisitGlenwood.com. The initial cost of this mapping platform was covered under a Colorado Tourism Office Marketing Grant. Ongoing subscription expenses will be paid through the tourism budget.

The Glenwood Springs Visitor Center will get a new visitor focused kiosk through a Colorado Tourism Office Marketing Grant. The ongoing costs of software for the kiosk will be covered through the tourism budget.

The Partners and History of Glenwood Springs Tourism

Vision

Be the preferred regional tourism destination.

Mission

Manage marketing and responsible promotion for the Glenwood Springs area to benefit the local economy, enhance residents' quality of life, and protect natural resources.

(Approved by the Tourism Management Board at the February 10, 2022 meeting.)

History of Glenwood Springs Tourism Promotion

Tourism Fund creation in 1985

The Tourism Promotion Fund was created by a Chamber-led initiative and approved by Glenwood Springs voters in 1985, to allow for an accommodations tax to be collected by lodges (and paid by consumers) to create a reliable, sustainable and appropriate funding mechanism for continued marketing of the primary industry in Glenwood Springs. Since that "bed tax" was instituted, the Chamber Resort Association has sought and gained voter approvals twice to not only renew the tax, but to increase it to its current level of 2.5% and to remove the sunset clause (approved 2000).

Initially this fund was administered through the City of Glenwood Springs government through a council appointed tourism commission. The commission hired an advertising agency, and the Chamber responded to visitor information requests and information, events for visitors, and public relations functions such as hosting travel writers. Another organization called Central Reservations dealt with hotel reservations. The process was fragmented and inefficient, and a more streamlined approach was undertaken in 1988.

Chamber Resort Association formed in 1988

The Glenwood Springs Chamber Resort Association (GSCRA) was incorporated in 1988 and formed by a merge with the City of Glenwood Springs tourism commission, Central Reservations and the Glenwood Springs Chamber. Since that time, the GSCRA has managed the accommodations tax-based tourism promotion fund and executed its annual tourism marketing plan and related budget. The GSCRA was formed with the input and vision of the mayor, city manager, chamber leadership, hotels, and activities businesses in the community as an economic development initiative. Community leaders recognized that tourism was the main industry in Glenwood Springs and that there should be continuous investment to sustain and grow annual tourism business.

The purpose of the Resort Association was to accomplish the following:

1. Organize area vacation products and services into one-stop-shopping for guests.
2. Combine community promotion and sales efforts for greater efficiency and more return on investment.
3. Create a broader funding base to generate more money for tourism promotion.
4. Insure the stability of funding through the creation of a mandatory funding structure.
5. Allocate these funds by a single budgetary process to maximize the return to area businesses.

Tourism Management Board Roles

The Glenwood Springs Tourism Management Board is a committee of the City of Glenwood Springs Municipal Government, tasked to govern the Tourism Fund. In accordance with Resolution 2021-31, the Tourism Fund is derived from an 85% portion of accommodations tax receipts from September 1 through August 31 of the year prior to budget. Under current city legislation, the total collected accommodations tax funds are to be appropriated with 85 percent toward destination marketing services and programs and 15 percent toward support of tourism-related events or impacts as determined by the city council. The resolution also requires a marketing reserve fund balance at a desired level of 15 percent of prior year's collections (September 1 through August 31). As a committee of the City of Glenwood Springs, the Tourism Management Board must follow open meetings laws in noticing meetings with more than two members in attendance.

The Tourism Management Board determines policy, reviews the budget and expenditures, sets goals and establishes the overall focus to maximize return on investments with Glenwood Springs' tourism marketing dollars. Accountability, oversight, and override authority is provided by the Glenwood Springs City Council. The over-arching goal of the Glenwood Springs Tourism Management Board and its role in the stewardship of the Tourism Fund is to grow tourism business for the economic benefit of Glenwood Springs.

The nine-member Glenwood Springs Tourism Management Board is comprised of community and tourism stakeholders, appointed by the City of Glenwood Springs Council. Each Board member serves a three-year term that can be renewed for a total of two consecutive terms. A board member may be reappointed after one year hiatus per City Council. The Board generally meets the second Thursday of February, April, June, August, October and December, from 2:00 PM to 3:30 PM at Glenwood Springs City Hall. As the selected organization for the destination marketing contract, GSCRA is required to have a presence at each monthly meeting and other meetings as necessary. In close collaboration with the Tourism Management Board, the GSCRA Tourism Department develops, executes and reports on the annual marketing plan and budget and is accountable to the Glenwood Springs Tourism Management Board and City Council.

2024 Tourism Management Board members/affiliations (New Members Join in February)

- Patrick Drake, Chair ~ Blue Sky Adventures – *Citizen/Resident*
- Taylor Thulson, Vice Chair ~ Hotel Colorado – *Lodging*
- Sharon Brady, Treasurer ~ Cooper Wine & Spirits – *Citizen/Resident*
- Kevin Kennedy ~ Marriott Properties – *Lodging*
- Heather Montrose-Cowan ~ Defiance Rafting – *Citizen/Resident*
- Loretta Ayala ~ Glenwood Hot Springs Resort – *Tourism*
- Justine Smith ~ Rocky Mountaineer – *Tourism*
- Justin Bishop ~ Bluebird Cafe – *Restaurant*
- Mike Mercatoris ~ Grind – *GSCRA Board Representative*

Powers and Duties of the Tourism Management Board (GSMC 020.020.030[M]):

(1) To investigate, study and report to the City Council: a. All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601-postal zip code, and b. Other matters concerning the subject of tourism marketing and promotion may be pertinent to the benefit of the city and the area within the 81601-postal zip code.

(2) To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and Commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601-postal zip code.

(3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601-postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601-postal zip code in ways that could reasonably be expected to benefit the City.

(4) To establish rules of procedure and order for the Board to follow.

(5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s), deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report performance to City Council.

(6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify the marketing priorities of the city.

Tourism Management Board: Amended by City Council May 20, 2021

- a. Two (2) representatives from tourism-related businesses located within the city;
- b. Two (2) representatives from lodging businesses located within the city;
- c. One (1) representative from restaurant or retail businesses located within city;
- d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
- e. Three (3) citizens, who are residents of the city that may have a financial interest in a tourism-related business.

Tourism Department Staff Roles and Responsibilities:

The Director of Tourism serves on the staff of the Glenwood Springs Chamber Resort Association. Through a collaborative approach, he/she works closely with the Glenwood Springs Tourism Management Board to produce and execute an annual marketing plan and corresponding budget to implement the Visit Glenwood Springs' (tourism department) and Board's strategies. Responsibilities include regular reporting on marketing initiatives, advertising placements and budget expenditures to provide transparency and board/community accountability.

The Director of Tourism:

Creates and manages the annual Tourism Fund budget and related marketing plan, with approval by the chamber and tourism boards and the City Council. Manages monthly Tourism Management Board meetings and scheduling. Monthly payables are generated by the Director of Tourism with oversight by GSCRA's contracted bookkeeper, tourism management board treasurer and the City Finance Director. Regular reporting to the City Council is encouraged.

- Generates ideas for new marketing campaigns and collaborates with tourism partners to participate in promotional offerings.
- Works with contracted agencies/vendors to create ads and sales collateral, place media buys and provide digital marketing strategies and solutions.
- Speaks on behalf of Visit Glenwood Springs' tourism community
- Oversees the duties of the Tourism Project Manager.
- Handles day-to-day operations and decision-making including managing public relations and overseeing website, social media, and content creation, coordinating with professional group tour operators and meeting planners.
- Attends appropriate travel and tourism sales missions and conferences.
- Assists with management of the Glenwood Springs Visitor Center.

The Tourism Project Manager:

Serves on the staff of the Glenwood Springs Chamber Resort Association under the management of the Director of Tourism, duties include:

- Website development and content management of VisitGlenwood.com
- Social media management includes Facebook, Twitter, Instagram, Google+, etc.
- Leads data management, culmination, dissemination for mail-house fulfillment
- Act as content curator for photo, video and branding assets
- Create Constant Contact template and maintain data base for email marketing
- Generate ideas/content for new e-news blasts, social and website marketing
- Monitor and report on Google Analytics & social media engagement
- Coordination of website marketing/SEO/Pay-per-click through contractor
- Attendance at monthly tourism management board meetings (transcribe minutes)
- Assistance for groups - responding to group and wedding leads
- Group tour and meetings follow-up (touching base after shows and/or meetings)
- Attendance at appropriate travel industry tradeshow, training, and conferences

		2024 TPF BUDGET - DRAFT	2023	2024
1	CODE	2024 TPF REVENUE (85% of accommodations tax receipts 9/1/2022-8/31/2023)	1,352,748	1,487,500
2	56413	NON-MARKETING/ADVERTISING EXPENSES (VC & TP Dept. Overhead)	150,000	125,000
3		BUDGET FOR SUPPORT COSTS (Salaries, Taxes, Benefits, Accting)	203,354	223,256
4		SUPPORT COSTS IN RELATION TO TOTAL TPF BUDGET	26.0%	23.4%
5		2024 WORKING TOURISM MARKETING BUDGET	999,394	1,139,244
6	56416	Advertising - Includes Print, Online, Out-of-Home, Radio & Television, Media Creative, Graphic Design, photos, video production, agency- related Fees/Commissions, discretionary social ad & content creation	804,845	872,720 8.40%
7	56414	Public Relations	9,500	7,000
8	56415	Vacation Planner Printing/Distribution	38,400	41,600
9	56417	Hosting - Website, Video, Photos, Domains, Email, Social	24,304	24,149
10	56418	Internet Management	30,000	57,000
11	56419	Direct Mail and Fulfillment	7,000	8,000
12	56420	Trade Shows / Swag for Media & Groups	1,500	3,000
13	56421	Industry Specific Organizations & Education	4,905	11,185
14	56424	Group and International Marketing	13,800	20,200
15	56422	Miscellaneous	1,000	1,250
16	56423	Travel for Shows / Conferences / Meetings	14,140	18,140
17	56429	Consortium Data Program / Wander Maps Program / Kiosk Software	50,000.00	75,000
19		2024 TOTAL TOURISM MARKETING EXPENSE	999,394	1,139,244

ORDINANCE NO. 12

Series of 2010

EFFECTIVE
8/20/10

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, AMENDING ARTICLE 020.020 BY CREATING
THE TOURISM PROMOTION BOARD AND ESTABLISHING
ITS POWERS AND DUTIES.**

WHEREAS, pursuant to Section 7.1 of the Glenwood Springs Municipal Charter, the City Council is authorized to establish boards and commissions and provide their powers and duties by ordinance; and

WHEREAS, City Council acknowledges that tourism is of significant importance to the economic growth and stability of the City; and

WHEREAS, City Council has determined that the most efficient way to analyze and recommend solutions for marketing the City is to establish a Tourism Promotion Board for the development and promotion of tourism within the City and other areas within the 81601 zip code; and

WHEREAS, City Council further finds that it is in the best interest of the City to establish the Tourism Promotion Board as well as the Board's powers and duties; and

WHEREAS, the City Charter of the City of Glenwood Springs requires that an ordinance be enacted to effectuate the amendment.

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

Section 1. The recitals made above are hereby incorporated as the findings of City Council.

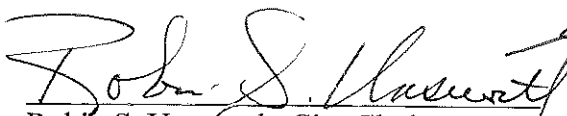
Section 2. Article 020.020 of the City's Municipal Code is hereby amended, as provided for on **Exhibit A** attached hereto and incorporated herein.

Section 3. Any and all ordinances or parts of ordinances in conflict herewith shall hereby be repealed to the extent of the conflict only.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 15th DAY OF July, 2010.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

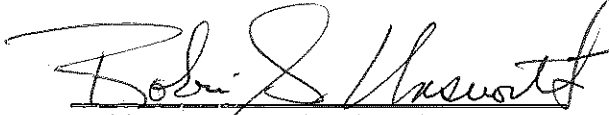

Robin S. Unsworth, City Clerk


Bruce Christensen, Mayor

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE
OF SECOND PUBLICATION THIS 5th DAY OF August, 2010.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

A handwritten signature in cursive script, appearing to read "Robin S. Unsworth", written over a horizontal line.

Robin S. Unsworth, City Clerk

A handwritten signature in cursive script, appearing to read "Bruce Christensen", written over a horizontal line.
Bruce Christensen, Mayor

EXHIBIT A

Bold text is added language.

ARTICLE 020.020: Boards and Commissions

020.020.010 Boards and commissions created.

There is hereby created the following boards and commissions of the City Council:

(1) Local Liquor Licensing Board,

...

(13) Tourism Promotion Board.

020.020.020 Composition of boards and commissions.

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

(1) Local Liquor Licensing Board:

...

(13) Tourism Promotion Board:

- a. **Two (2) representatives from the tourism related businesses located within the city;**
- b. **Two (2) representatives from the lodging businesses located within the city;**
- c. **One (1) representative from the Glenwood Springs Chamber Resort Association;
and**
- d. **Four (4) citizens, at least three (3) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a) or (b) above.**

(143) Council and Staff Participation on Boards and Commissions:

...

020.020.030 Powers and duties of boards and commissions.

(a) Local Liquor Licensing Board.

...

(m) Tourism Promotion Board. The powers and duties of the Tourism Promotion Board shall be:

- (1) To investigate, study and report to the City Council:**
 - a. All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and**
 - b. Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.**
- (2) To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and Commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.**
- (3) To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.**
- (4) To establish rules of procedure and order for the Board to follow.**
- (5) To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s), deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.**
- (6) To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.**
- (7) To complete all other duties as may be directed by City Council.**

ORDINANCE NO. 03

Series of 2022

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 020.020.030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, The Tourism Promotion Board is an advisory board of the Glenwood Springs City Council; and

WHEREAS, the Tourism Promotion Board has recommended changing its name to the Tourism Management Board; and

WHEREAS, the City Council finds and declares that the amendments to Section 020.020.020 set forth below are in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ORDAINS:

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

Section 2. Sections of Article 020.020 of the Glenwood Springs Municipal Code are hereby amended as set forth in **Exhibit A** attached hereto.

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

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

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 20th DAY OF JANUARY 2022.

CITY OF GLENWOOD SPRINGS, COLORADO



Jonathan Godes, Mayor

ATTEST:



Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS 3RD DAY OF FEBRUARY 2022.

CITY OF GLENWOOD SPRINGS, COLORADO



Jonathan Godes, Mayor

ATTEST:



Ryan Muse, City Clerk

EXHIBIT A

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

020.020.010 Boards and Commissions Created.

(13) ~~Tourism Promotion Board~~ Tourism Management Board.

020.020.020 Composition of boards and commissions.

(13) ~~Tourism Promotion Board~~ Tourism Management Board.

020.020.030 - Powers and duties of boards and commissions.

(m) Powers and duties of ~~Tourism Promotion Board~~ Tourism Management Board. The powers and duties of the ~~Tourism Promotion Board~~ Tourism Management Board shall be:

020.020.040 - Appointment, removal, term and vacancies of boards and commissions.

(a) *Appointment and term of members.* Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:

Planning and Zoning Commission;

Finance Advisory Board;

~~Tourism Promotion Board~~ Tourism Management Board;

Building Board of Appeals.



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item:	Utility Billing Implementation Update
Action Requested:	NA
Department:	Finance
Presented By:	Yvette Gustad
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Staff implemented the third of four modules in our Enterprise Resource Program (ERP), Cash Receipting and Utility Billing, in 2024. We went live in November and this is an update on the implementation.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Short Term Rentals

Action Requested: Information and Discussion on existing program and potential changes

Department: Economic and Community Development

Presented By: Emery Ellingson

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

Background Info: **VACATION RENTAL PERMIT OVERVIEW**

Any rental of a residential unit for less than thirty (30) days requires a permit, either a Short Term Rental Permit or an Accessory Tourist Rental Permit. A Short-Term Rental Permit allows for rental of an entire house with maximum occupancy determined by building inspection according to Building Code. An Accessory Tourist Rental is limited to one bedroom in a home, requires the owner or live in resident manager, and has a maximum occupancy of two persons.

PERMIT LENGTH

Both permit types run on a two-year permit period with renewal process occurring in fall of odd-numbered years. The current permit period is 2024-2025 with next renewal cycle in fall 2025.

GENERAL REQUIREMENTS

The following are general requirements for both permit types:

- Accessory Dwelling Units are not eligible
- Permits are required for any stay shorter than 30 days. Any stay longer than 30 days is considered a long-term rental.
- All permits must list a responsible party that lives within a thirty (30) minute drive of Glenwood Springs.
- City sales tax and business license required

SHORT TERM RENTAL PERMIT		ACCESSORY RENTAL PERMIT
Entire primary dwelling	<i>Scale</i>	Limited to 1 one bedroom
Determined by building inspection	<i>Maximum Occupancy</i>	2 persons
\$600 initial, \$400 renewal	<i>Permit Cost</i>	\$360 initial, \$180 renewal
No	<i>On site owner/resident manager required</i>	Yes
Applicable	<i>250' Rule</i>	Not applicable

SHORT TERM RENTAL PERMITS OUTSIDE THE GENERAL IMPROVEMENT DISTRICT

The total number of permits is limited to 5% of total free market units per Colorado State Demographer. There are 4,211 total free market units per most recent data (2022). This equates to a cap of 210 available permits outside the GID. There are currently 96 Short Term Rental Permits outside the GID.

Outside the GID, any new permit must be located a minimum of 250' from any existing permit. This 250' buffer is created from the property boundary of a Short-Term Rental. Larger properties have larger buffers.



Example of buffer. Any property 100% covered by buffer is ineligible to apply for a new Short Term Rental Permit. Any property less than 100% covered by buffer is eligible. This rule does not apply to Accessory Tourist Rental Permits.

Outside the GID, a multifamily building under single ownership can have no more than 10% of the units but at least one as a Short-Term Rental Permit.

SHORT TERM RENTAL PERMITS WITHIN GENERAL IMPROVEMENT DISTRICT (GID)

The total number of permits is limited to 18% of total free market units with the GID per Garfield County Assessor. There are 202 free market residential units within the GID, which equates to a cap of 36 total Short Term Rental Permits.

There are currently 25 Short Term Rental Permits within the GID. These permits do not count toward the total amount of permits.

Permits within the GID can be located closer than 250' to each other.

Within the GID, a multifamily building under single ownership can have 2 permits.

SHORT TERM RENTAL PERMIT COMPARISON		
Within the GID		Outside the GID
25	Current Permits	96
36	Permits Allowed	210
Two permits allowed	Multifamily Building Under Single Ownership	At least one permit, no more than 10% of total units
Not applicable	250' Rule	Applicable

SHORT TERM RENTAL CAPS			
<i>Permit Location</i>	<i>Number of Permits</i>	<i>Permits Allowed</i>	<i>Capacity</i>
Within the GID	25	36	69%
Outside the GID	96	210	46%
Citywide*	96	210	46%

*Permits within the GID do not count toward the total count

ACCESSORY TOURIST RENTALS

No caps exist for Accessory Tourist Rental Permits. There are currently 10 active Accessory Tourist Rental Permits within the City.

Issues:

Staff has identified the following items as potential issues worth consideration.

Neighborhood Impacts

Operation of Short Term Rental Permits can have potential negative impacts to a neighborhood. The most frequent complaints related to Short Term Rentals relate to parking, noise, and trash disposal. The intent of adding the 250' buffer was to spread out vacation rentals and disperse any potential negative impacts stemming from a close concentration of vacation rentals. Currently, there are no parking requirements for either type of permit.

Economic Opportunities and Benefits

Short Term Rentals provide an economic opportunity for homeowners to diversify how they can use their property. Short Term Rentals also complement the lodging offerings available to tourists within the community and pay lodging taxes. This aspect should be considered in any potential decision. Some council members have expressed interest in adding more flexibility in allowing owner-occupied residences to operate Short Term Rentals on a limited basis. This would require significant changes to the existing permit structure or creation of an entirely new permit type.

Property ownership models

Current rules prohibit transfer of permits upon sale of a property. However, ownership models such as LLCs or trusts create situations which can facilitate transfer of ownership, whether through sale of the LLC which owns the property or modifying the number of members in the trust. Council, with direction from Legal, may want to consider this issue in the near future.

Public Input

Upon completing the application process, the last thing an applicant is required to do before receiving their permit is sending out a mailed public notice to all neighboring property owners within 250' of subject property that the permit will be approved. The current process does not require a public hearing nor additional forms of public notice such as signage or newspaper posting.

Fiscal Impact:

Tax Impact

Short Term Rentals are required to pay 5% accommodation taxes on all stays, of which 2.5% feeds into 2C funding for affordable housing. Short Term Rentals also pay 3.7% sales tax to the City.

Permit Cost

First time applicant for Short Term Rental is \$600 and subsequent renewals are \$400.

First time applicants for Accessory Tourist Rental is \$360 and subsequent renewals are \$180.

These fees were updated by City Council with Resolution 2023-20 in July 2023. These application fees are not prorated and are charged in full regardless of when the applicant applies during the permit period.

Legal Review:

Not applicable at this time.

Staff Recommendation:

Staff has considered Council requests for review of the program and has the following recommendations for possible changes to the existing program. Any changes that Council would suggest would be Code Amendments and would be reviewed by the Planning & Zoning Commission at a public hearing before the City Council would review for final approval.

Creation of additional permit type or modifying permit structure to allow more flexibility for owner occupied residences.

Staff does not recommend any changes to the existing permit structure to include other categories. In 2018, Staff reviewed options for an Owner Occupied category allowing homeowners to temporarily turn their home into a vacation rental while away for extended periods of time. At that time, some jurisdictions have this category and place limits on duration or nights rented in a year. This type of category does allow full-time primary resident homeowners who work seasonally, or take a sabbatical, to supplement their housing costs.

Placing additional regulations such as capping number of stays or total number of days rented would increase staff workload to the point where ensuring compliance could require hiring of additional staff or contracting with a short-term rental compliance service. Previous estimates of those services were around \$25,000 - \$40,000 annually. Compliance in other jurisdictions that staff previously researched, included proof of primary residence status, can be challenging to enforce efficiently.

Allowing more individuals to short-term rent their property could also possibly reduce the incentive to operate long-term rentals, which could further limit housing opportunities.

Staff believes that enough flexibility exists in current options to allow for a benefit to long term owner residents without adding new categories or relaxing regulations. Those options include:

- Current owners can rent out their homes for 31 nights without a short-term rental permit. Any rental over thirty nights is considered a long-term rental.
- Owners can apply for an Accessory Tourist Rental to rent out a bedroom. ATR permits are not limited by the 250-foot buffer or permit caps.
- Applying and receiving a short-term rental permit, if eligible. Property owners can decide how often the property is actually rented out.

While Staff understands the benefit of the category to a very specific demographic of homeowners, it does not outweigh the staff capacity, and general impacts to neighborhoods that would still exist.

Modifying the 250' buffer

Council could recommend modifying the existing 250' buffer. Making it larger would have the effect of making more properties ineligible. The buffer distance requirement, in tandem with permits being non-transferable, are the top limiting factors for vacation rental permit growth in the City.

Modifying the total cap numbers

Modifying the percentage of permits allowed according to housing units within the GID and outside the GID, whether an increase or decrease would be an option to affect how many total permits are allowed in the City. The total cap is based on the total number of housing units, which will grow as Glenwood grows.

Counting GID Permits toward the total number of permits allowed

STR Permits in the GID do not count towards the total cap. Currently, only the 96 permits outside the GID count towards the allowed cap of 210. If the 25 GID permits were counted towards the cap, there would be fewer available permits left.

Modifying Penalty for Violations Language

Community Development and Police Department staff have identified language in Title 070 where penalties for violations is not sufficient for addressing neighborhood issues. Current language provides that violation fees which are \$250 for first offense, \$500 for second offense, \$750 for third offense, and \$1,000 for fourth offense but these violation fees can only be assessed when a citation is issued to the owner of the Short Term Rental. Currently, any citation issued to a short term rental guest would not result in any additional penalty to owner. For example, if a group of short term rental guests received a citation for a noise violation, only the guests would be cited and the owner would not be assessed any penalties. Council could recommend that Community Development and Police Department staff coordinate to improve this language.

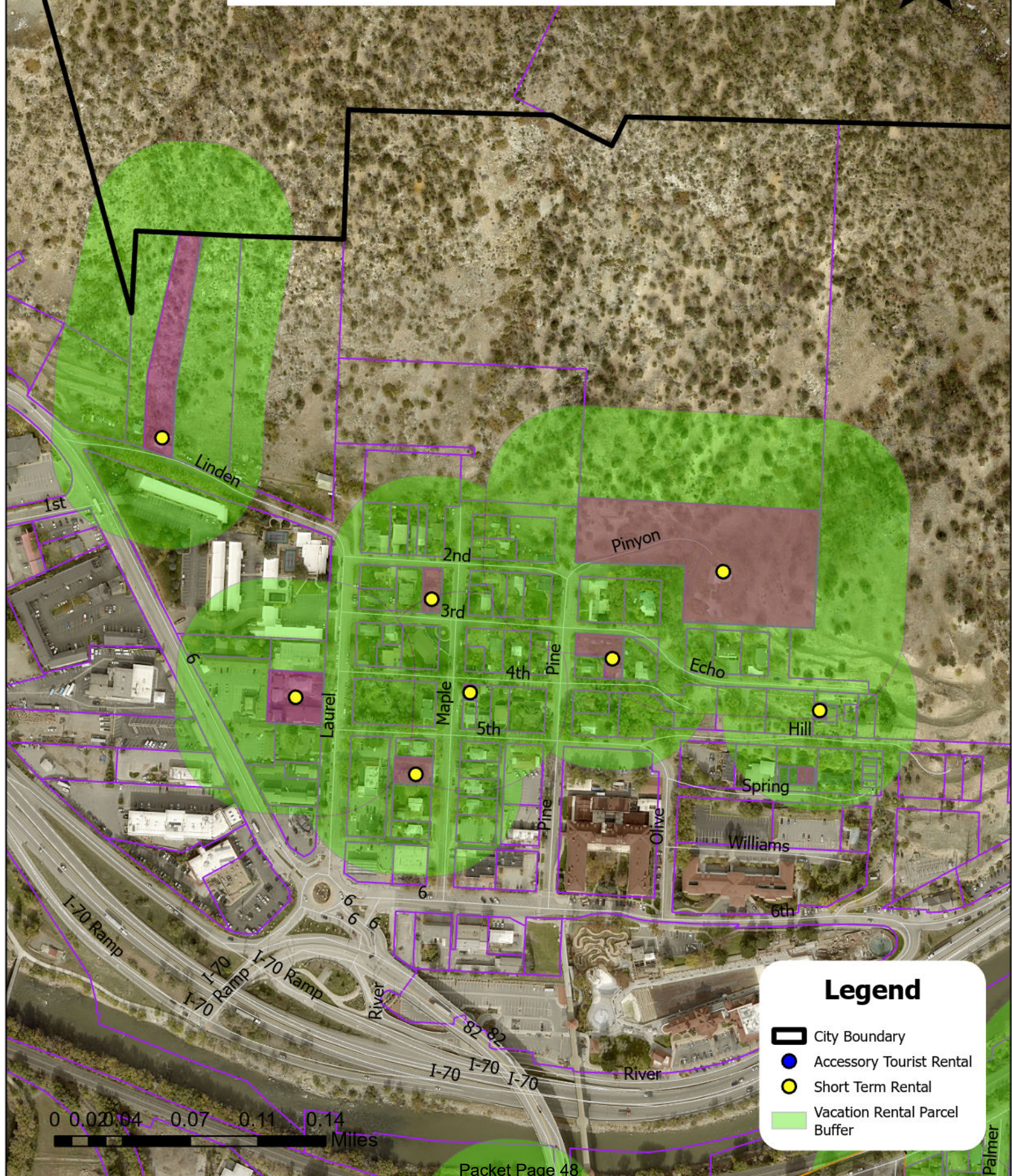
Public input process

Council could recommend adding other forms of public notice, such as publishing a newspaper notice or posting a sign on the property for a certain number of days before a permit can be issued.

Midland Avenue STR Permits



North Glenwood Short Term Rental Permits



0 0.02 0.04 0.07 0.11 0.14 Miles

South Glenwood STR Permits

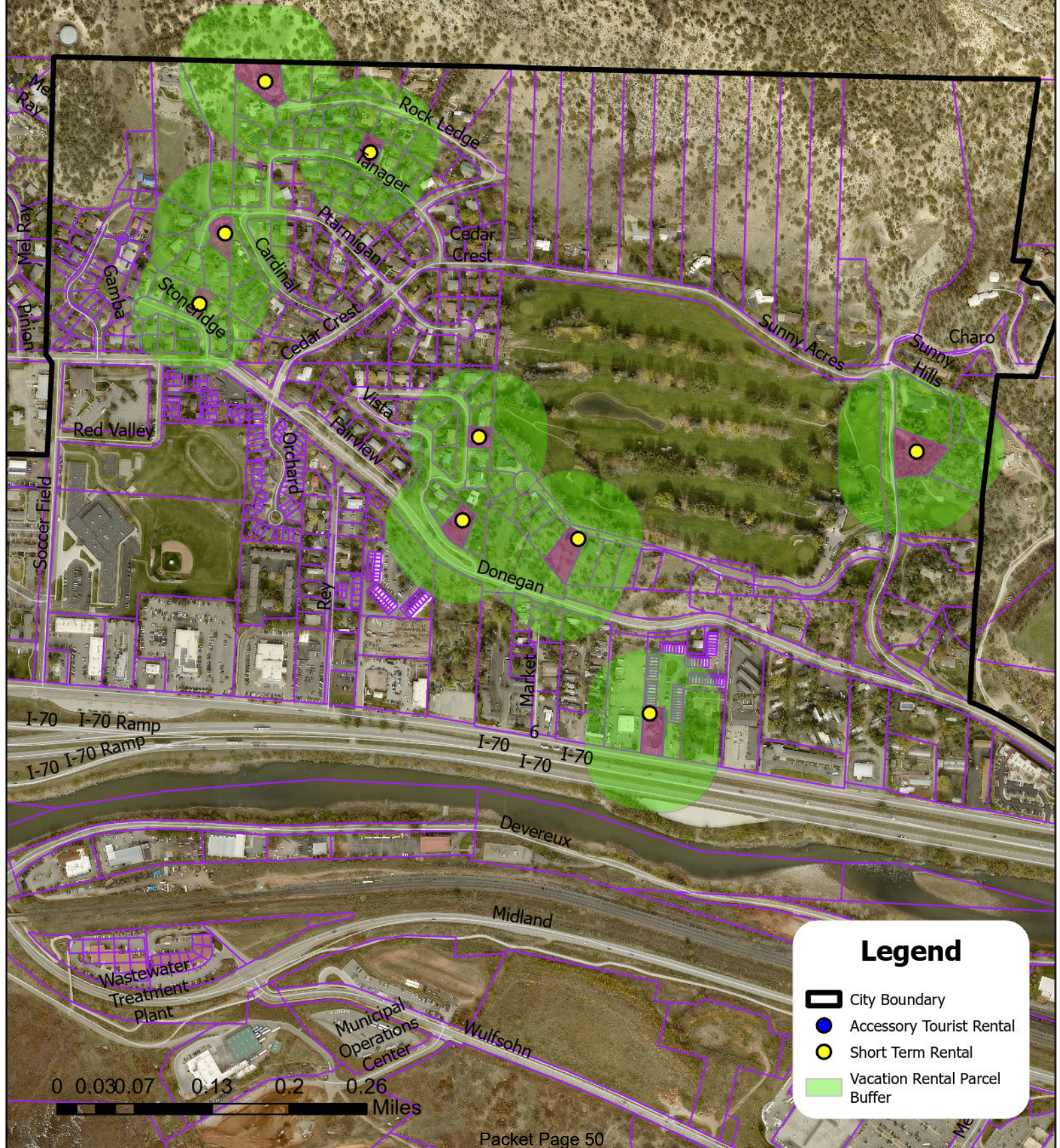


0 0.05 0.1 0.2 0.3 0.4 Miles

Legend

- City Boundary
- Accessory Tourist Rental
- Short Term Rental
- Vacation Rental Parcel Buffer

West Glenwood STR Permits



Downtown STR Permits



Grand Avenue 14th-27th Area STR Permits

Legend

- City Boundary
- Accessory Tourist Rental
- Short Term Rental
- Vacation Rental Parcel Buffer

0 0.030.07 0.13 Miles

Packet Page 52

0 0.030.07 0.13 0.2 0.26 Miles



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: January 18, 2024 Council Minutes

Action Requested: January 18, 2024 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
CITY COUNCIL MEETING
JANUARY 18, 2024
6:15 PM

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

REGULAR SESSION

Item 6. :06 Roll Call

Present: Mayor Wussow, Mayor Pro-Tem Dehm, Councilor Godes, Councilor Weimer, Councilor Kaup, Councilor Schachter, and Councilor Zalinski. Also present were; Steve Boyd, City Manager; Joseph Deras, Police Chief; Yvette Gustad, Finance Director; Ryan Muse, City Clerk; Danyelle Rigli, Deputy City Clerk; Hannah Klausman, Director of Economic and Community Development; Karl Hanlon, City Attorney; Sara Weigel, Executive Administrative Assistant and Bryana Starbuck, Public Information Officer.

Item 7. :07 Agenda changes and conflicts

None

Item 8. :08 Council Announcements

None

Item 9. :08 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

Citizen comments were made.

Item 10. :16 Consent Agenda

:16 Mayor Pro-Tem Dehm moved to approve the consent agenda, seconded by Councilor Zalinski.

The motion passed unanimously.

Item 11. :17 Planning and Zoning Commission Appointments

:17 Mayor Pro-Tem Dehm moved, seconded by Councilor Godes, to reappoint Joy White as a regular member, approve member Gregory Cowan as a regular member, and reappoint John Houghton as an alternate member.

Motion passed unanimously.

Item 12. :18 Update on 27th Street Underpass

Ben Ludlow, Capital Projects Manager for the Roaring Fork Transportation Authority, presented.

Comments were made by Councilor Godes and Councilor Zalinski.

Item 13. :24 Athletic Fields in Glenwood Springs

City Manager Steve Boyd introduced the topic and the presenters were Mike Picore, member of the Glenwood Springs Education Foundation, Jordan DeCrow, Glenwood Springs High School Assistant Athletic Director, and Craig Denny, Glenwood Springs High School Athletic Director.

:43 Mayor Wussow called for a hand vote to allow for public comment.

Ayes: Wussow, Zalinski, Kaup, and Weimer

Nays: Schachter, Dehm, and Godes

The motion passed 4-3.

Public comments were made.

Comments were made by Councilor Zalinski, Councilor Schachter, Councilor Godes, Councilor Kaup, and Mayor Wussow.

Item 14. 1:01 Planning File #63-23, "The Benedict" Major Site/Architectural Plan Review

Watkins Fulk-Gray, Senior Planner for Community Development and Hannah Klausman, Director of Economic and Community Development presented on behalf of the city. Justin Raddatz, Vice President of Development for Archdiocesan Housing, Inc. under Catholic Charities Housing, Mallory Redmon, a planner for Norris Design, and Cameron Hemingway, a designer for Shop Works Architecture, presented on behalf of the applicants.

Public comments were made.

2:20 Mayor Pro-Tem Dehm moved, seconded by Councilor Schachter, to approve the Planning File #63-23, "The Benedict" Major Site/Architectural Plan based on staff conditions 1-8 with the omissions put forth by staff.

Mayor Pro-Tem Dehm amended his motion, Councilor Schachter seconded the amended motion, to approve with the condition of a parking management plan being adopted before the building permit.

Comments were made by Councilor Kaup, Councilor Godes, Councilor Zalinski and Mayor Wussow.

Ayes: Kaup, Schachter, Zalinski, Weimer, Dehm, and Wussow.

Nays: Godes

The motion passes 6-1.

Item 15. 2:37 Resolution 2024-04 Support for a Grant application to the Department of Local Affairs (DOLA) for a Local Capacity Planning Grant to Assist with the Cost of a Housing Manager

Hannah Klausman, Director of Economic and Community Development presented.

2:39 Councilor Godes moved, seconded by Councilor Schachter, to approve Resolution 2024-04 in Support for a Grant application to the Department of Local Affairs (DOLA) for a Local Capacity Planning Grant to Assist with the Cost of a Housing Manager.

Comments were made by Councilor Schachter

The motion passed unanimously.

Item 16. 2:40 Resolution 2024-05; Setting a Special Election

City Clerk Ryan Muse and City Attorney Karl Hanlon presented.

2:40 Councilor Zalinski moved, seconded by Mayor Wussow, to approve Resolution 2024-05; Setting a Special Election.

Comments were made by Councilor Schachter, Councilor Kaup, and Councilor Godes

Ayes: Zalinski, Schachter, Dehm, Weimer, Kaup, and Wussow

Nays: Godes

The motion passes 6-1.

Mayor Pro-Tem Dehm reopened Item 11 to make a clarifying motion.

2:46 Mayor Pro-Tem Dehm moved, seconded by Councilor Kaup, to reapprove Joy White as a regular Zoning and Planning Commission member and to appoint Gregory Cowan and John Houghton as regular Zoning and Planning Commission members.

The motion passed unanimously.

Item 17. 2:47 Council Comments

Comments were made by Mayor Pro-Tem Dehm.

Comments were made by Councilor Schachter.

Comments were made by Councilor Godes.

2:56 Councilor Godes moved to decline sponsorship for the Kiwanis event and encourage the applicant to go through the Financial Advisory Board process.

Comments were made by Councilor Schachter, Councilor Godes, and Mayor Wussow.

2:57 Councilor Godes amended his motion, Councilor Schachter seconded the amended motion, to include that if the applicants were to gain financial support from other communities within the valley, Glenwood Springs City Council support would be commiserate with those amounts.

Comments were made by Councilor Zalinski and Mayor Wussow.

The motion passed unanimously.

Comments were made by Councilor Godes.

Comments were made by Councilor Zalinski.

Comments were made by Mayor Wussow.

Comments were made by Councilor Kaup.

Item 18. 3:09 Report from City Administration

Comments were made by City Manager Steve Boyd.

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

3:17 Councilor Godes moved, seconded by Councilor Weimer, to appropriate money in the range of \$25,000 in order to do a study in order to move forward with the condemnation powers.

Motion passed unanimously.

3:19 Mayor Pro-Tem Dehm moved, seconded by Councilor Weimer, to approve the URA expanding the current project boundaries or adding other project areas.

Motion passed unanimously.

3:19 Mayor Pro-Tem Dehm moved, seconded by Councilor Weimer, to the URA governing documents be amended to include property tax financing for the existing project area. Councilor Weimer seconded the motion.

The motion passed unanimously.

Item 19. 3:25 Council Social Event Location

Comments were made by Mayor Pro-Tem Dehm

Item 19. 3:25 Adjournment

3:25 Mayor Pro-Tem Dehm moved, seconded by Councilor Kaup, to adjourn.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item:	Resolution 2024-06; Storm Water Fee
Action Requested:	Consider Resolution 2024-06; Storm Water Fee.
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Generate Sustainable Economic Development
Background Info:	The second reading of Ordinance 2024-01 Storm Water Fee in Lieu, passed during the previous Council meeting, which put the fee guidelines in our municipal code. The fee schedule must be introduced and passed by a Resolution.
Issues:	This Resolution must be passed to add the fee schedule to the newly adopted Ordinance 2024-01; Storm Water Fee in Lieu.
Fiscal Impact:	Please see fee schedule.
Legal Review:	This Resolution was drafted by legal.
Staff Recommendation:	Staff recommends passing Resolution 2024-06.

RESOLUTION 2024-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, SETTING 2024
STORMWATER FEE IN LIEU FEE SCHEDULE.**

WHEREAS, City staff recommends, and City Council agrees, that setting Glenwood Springs Stormwater Fee in Lieu rates addresses certain operational needs of the Engineering and Public Works Departments, the needs of the community, and the needs of the City; and

WHEREAS, City staff recommends, and City Council agrees, that allowing an alternative for Stormwater Detention with a fee in Lieu described on **Exhibit A** takes into account the needs of the community, the City, and the future regional improvements to the City's stormwater infrastructure; and

WHEREAS, City Council wishes to implement the fee in lieu finding that they are necessary and appropriate due to the new program implemented by the Engineering Department.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the Landfill Fee Schedule as set forth on **Exhibit A** attached hereto and incorporated herein, effective January 30th, 2023.

INTRODUCED, READ, AND PASSED THIS 1st DAY OF FEBRUARY 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A
Stormwater Fee in Lieu
Fee Schedule
As of 02/01/2024

Stormwater Fee in Lieu is calculated by the following:

100 SF of impervious = 7.3 Cubic Feet of Stormwater Detention

1 Cubic Foot of Detention is \$50.00

For every 100 SF of impervious Surface added it is \$365.00

An Example: John Doe is building a new 2500 Square Foot Single Family home with 1,000 Square Foot Driveway. He has submitted to the City Engineering Department to pay the fee in lieu instead of installing an onsite detention system. The fee would be as follows:

$2500\text{SF} + 1000\text{ SF} = 3500\text{ SF}$ (Added impervious Area)

$3500\text{ SF} / 100\text{ SF} = 35$

$35 * \$365 = \$12,775.00$

ORDINANCE NO. 01

Series of 2024

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070.040.030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, City Staff is recommending the City take a regional approach to stormwater treatment where the City would construct and maintain regional stormwater treatment facilities instead of having hundreds of dispersed treatment facilities that are constructed and maintained on private property; and

WHEREAS, to develop a regional approach to stormwater treatment, City Staff has recommended changes to Section 070.040.030 of the Glenwood Springs Municipal Code (the “Code”); and

WHEREAS, the recommended amendment to the development code to address the foregoing issues are set forth on **Exhibit A** attached hereto; and

WHEREAS, on December 12, 2023, the Planning and Zoning Commission found that the recommended amendments on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(c)(3)d.3. and recommended adopting the amendments on **Exhibit A**; and

WHEREAS, the City Council finds and declares that the amendments to the development code on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(c)(3)d.3. and are proper and necessary to advance the public health, safety, and welfare of the City’s residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ORDAINS:

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

Section 2. Section 070.060.040(c)(3)d.3 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 4TH DAY OF JANUARY 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED
BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF
SECOND PUBLICATION THIS _____ DAY OF _____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A. Proposed Code Amendments

070.040.030 Site Development and Improvement Standards.

* * * *

(e) *Site Development and Improvement Standards.*

(1) *Drainage Plan.* Every development plan shall include a drainage plan that meets the requirements of the City's Engineering Standards.

(2) Fee in Lieu of Stormwater Management

a. Prior to the issuance of the building permit or a change in use of the property, the developer of a property may submit an application to the Director and City Engineer for payment of fee in lieu of onsite Stormwater management requirements in the City's Engineering Standards.

b. The fee in lieu shall be established by resolution of the City Council in an amount that is calculated to approximate the cost of obtaining, developing, and maintaining a public stormwater system.

c. All fees in lieu paid pursuant to this Subsection shall be deposited in a separate fund, which fund may be used to undertake future projects to accommodate stormwater management. These fees may not be used for the general expenses of the City.

(3) *Erosion and Sediment Control, Slope Stabilization, and Revegetation Plan.* Every development plan shall include an erosion and sediment control plan that meets the requirements of the City's Engineering Standards.

~~(3)~~ (4) *Lot and Block Design.*

a. *Lot Size and Access.*

1. Each lot in a development shall be designed to provide an adequate, accessible building site for a structure devoted to the intended use of the land.
2. Lot sizes shall be in conformance with applicable zone district regulations or Planned Unit Development regulations. Where individual water or sewage systems are proposed for each lot, lot sizes shall be in conformance with standards of the Colorado Department of Public Health and Environment.

b. *Solar Access.* Lots and blocks shall be designed to afford the maximum solar access to each building site.

1. *Lot Orientation.*

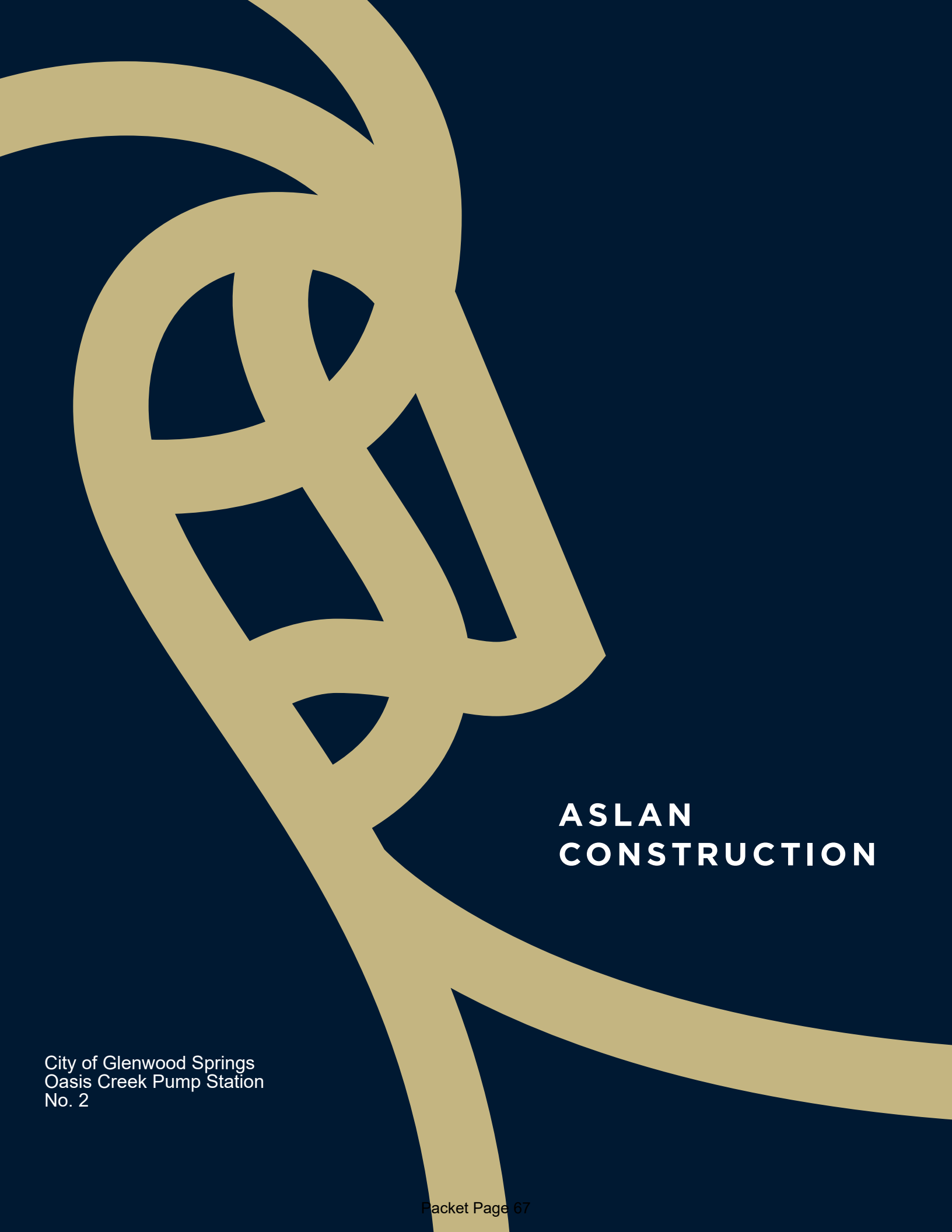
- i. All residential development is strongly encouraged to consider siting to maximize solar access for individual units as well as for parking areas and internal streets.
- ii. To the maximum extent feasible, a minimum of fifty (50) percent of the single-family lots in a subdivision shall:
 - a. Have a north-south dimension of ninety (90) feet or more; and
 - b. Have a front lot line that is oriented within thirty (30) degrees of a true east-west axis.

-
2. *Lots Adjacent to Railroad Right-of-Way.* If any part of a residential development borders an active railroad right-of-way, lots adjacent to such right-of-way shall either have a minimum depth of one hundred fifty (150) feet or be provided with a landscaped fifty-foot buffer strip adjacent to the railway or a parallel street adjacent to the railway. No dwelling unit shall be located within fifty (50) feet of the active railroad right-of-way.
- ~~(4)~~ (5) *Uniform Street Standards.* Design and improvement of streets shall comply with the City's Engineering Standards.
- ~~(5)~~ (6) *Water Distribution.* The water main distribution system of a development shall be designed to connect with the City water system, to be compatible with the existing system and to make water available to each lot in the proposed development. Fire hydrants shall be located to ensure protection to each lot based on utilization of existing City firefighting equipment and shall be approved by the Fire Chief.
- ~~(6)~~ (7) *Wastewater Collection.*
- a. Where the City wastewater collection system is within four hundred (400) feet of an existing wastewater main collection system, the wastewater collection system shall connect with the City system and provide service to each lot in the proposed development. Design of the system shall be the responsibility of the developer. The system shall be designed as required in the City's Engineering Standards and is subject to the approval of the City Engineer.
 - b. When the City wastewater collection system is not within four hundred (400) feet of an existing wastewater main collection system, the developer shall be responsible for installation of a wastewater collection system for the development. Such system shall meet all federal, state, and local laws and regulations concerning design and installation of the system.
- ~~(7)~~ (8) *Underground Utilities.*
- a. All wires, cables or other equipment for the distribution of electric energy and telecommunication signals, with the exception of transformers, meters, junction boxes, and like equipment, shall be placed underground where practicable.
 - b. Where subdivisions or developments are approved along or with crossing existing overhead power and communications facilities, energy and telecommunications may be obtained from these existing facilities. The connections to these facilities shall be placed underground unless otherwise approved by the Public Works Department due to economic, engineering, or aesthetic reasons.
 - c. Utility easements and rights-of-way shall be provided in the subdivision or development meeting the requirements of City systems for the installation and maintenance of energy distribution, telecommunication facilities, water, wastewater, and storm drainage facilities.



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item:	Oasis Creek Pump Station Number 2 Replacement Bid Award
Action Requested:	Approval to Award Bid 2023-38P Oasis Creek Pump Station #2 Replacement to Aslan Construction for \$828,360.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life
Background Info:	The City of Glenwood Springs Water Department has been working through our 2021 Water and Sewer Capital Improvement plan. Within that planning document, the Oasis Creek Pump Station #2 was called out as a critical infrastructure item to be replaced in a timely manner to continue to supply fire and domestic water to a large section of the city reliably. Water and Public Works went out for a design bid in 2022. The design was completed in 2023 and the bidding process for the project occurred in 2023/2024. Three bids were received for the project ranging from \$828,360 to \$902,344. The lowest bidder is a reputable contractor and their references for comparable projects came back favorable. Staff is recommending the project be awarded to Aslan Construction as the lowest qualified bidder. Staff budgeted \$1,750,000 in 2024 for this project. With the addition of geotechnical services, construction management, survey and several other needed city-supplied consultants, staff expects the project to come under budget by approximately \$600,000, which is a nice change. Council may remember that the generator and transformer for this project were procured in 2023 as long lead time items and are ready to be installed.
Issues:	None at this time.
Fiscal Impact:	The project was budgeted for 2024 and is projected to be under budget.
Legal Review:	Legal will review the contract documents prior to signatures.
Staff Recommendation:	Staff is recommending the Oasis Creek Pump Station #2, bid 2023-38P, be awarded to Aslan Construction as the lowest qualified bidder for \$828,360.



ASLAN CONSTRUCTION

City of Glenwood Springs
Oasis Creek Pump Station
No. 2



ASLAN CONSTRUCTION

January 15th 2024

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

Re: Oasis Creek Pump Station No. 2

To M. Purchasing Agent:

Aslan Construction appreciates the opportunity to submit a proposals for the Glenwood Springs Oasis Creek Pump Station Project. Enclosed please find our qualifications. We appreciate the opportunity to participate in the RFP process and look forward to the opportunity to work with the City of Glenwood Springs.

Aslan Construction, Inc. is a general contracting company concentrating on water/wastewater construction in Colorado, Wyoming and Nebraska. Our focus at Aslan is to create a more rewarding building experience through high performance/low conflict working relationships.

Aslan Construction was formed in 2001 by former employees of Lillard & Clark Construction, and has grown to include personnel from Garney, Western Summit, Centric Jones, Jennison, and multiple other respected civil contractors. Aslan Construction has had the opportunity to work with many amazing people over the years, collaborating on a wide range of solutions for water and wastewater, dams, bridges, hydroelectric, and various other construction activities. Though the challenges are varied, we find consistently great results come from enthusiastic partnerships.

We currently have ±40 employees and a bonding capacity of \$60 million.

Our philosophy at Aslan is to seek the advantages that come from cooperative building partnerships founded on trust. We are committed to healthy working relationships which



ASLAN CONSTRUCTION

bring out the best in ourselves and our working partners. By taking this approach we believe there is more active inclusion of the expertise each working partner brings, resulting in better quality and lower cost.

We are committed to excellence in our performance and have developed a track record with consistently high quality, low change orders, friendly problem solving, and strong technical expertise. Our key personnel hold degrees in Civil, Mechanical, and Environmental Engineering, Construction Management, Mathematics and Business. We have an in-house training program for Superintendents and Foremen, and do not lay-off employees between projects, ensuring a consistent product on every project.

Although most of our work remains competitively bid, a growing portion of our program is construction manager at risk and design build. We also offer services in pre-design.

We look forward to the opportunity to work together towards common objectives, and for the chance to establish a valued working relationship.

In submitting this proposal the Aslan Construction represents that:

We have examined and carefully studied the attached design drawings and if applicable the following addenda. Receipt of all addend is hereby acknowledged:

We acknowledge receipt of Addendum 1, Addendum 2, and Addendum 3

Main point of Contact for the Project – Jen Toland

Aslan Construction, Inc., 120 Bunyan Avenue, Suite 200, Berthoud, CO 80513.

Phone 970.344.1040, email jent@aslanconstruction.com

Website www.aslanconstruction.com



ASLAN CONSTRUCTION

Thank you in advance for your consideration. I can be reached at (970) 344-1040 if you have any questions or require additional information.

Sincerely,

Jen Toland,
Assistant Secretary of Aslan Construction, Inc.

ITEMS NO.	EST. QTY.	UNIT	DESCRIPTION AND UNIT PRICES IN WORDS	UNIT PRICE	TOTAL PRICE
BASE BID					
1	1	LS	Mobilization Forty Thousand Five Hundred Twenty Five Dollars (Lump Sum Price - Words)	<u>\$40,525.00</u>	<u>\$40,525.00</u>
2	1	LS	Demolition Three Thousand Nine Hundred Dollars (Lump Sum Price - Words)	<u>\$3,900.00</u>	<u>\$3,900.00</u>
3	1	LS	Site Grading and Improvements - Driveway - Redi-Rock Wall - Generator Pad - General Site Grading - Split-Rail Fence Forty Three Thousand Seven Hundred Thirty Five Dollars (Lump Sum Price - Words)	<u>\$43,735.00</u>	<u>\$43,735.00</u>
4	1	LS	Yard Piping - 8" C900 Pipe - Gate Valves - 8" DIP Fittings - Water Line Tie-ins - BPS No. 2 Drain Line Forty Five Thousand One Hundred Ten Dollars (Lump Sum Price - Words)	<u>\$45,110.00</u>	<u>\$45,110.00</u>
5	1	LS	BPS No. 2 Concrete - All Structural Concrete for BPS (Lump Sum Price - Words)	<u>\$39,995.00</u>	<u>\$39,995.00</u>
6	1	LS	BPS No. 2 Building - CMU - Access Door - Trolley Beam - Roof (Lump Sum Price - Words)	<u>\$294,600.00</u>	<u>\$294,600.00</u>
7	2	EA	Duty Pump Thirty Two Thousand Seven Hundred Ninety Dollars (Unit Price - Words)	<u>\$32,790.00</u>	<u>\$65,580.00</u>
8	1	EA	Fire Pump Fifty Nine Thousand Nine Hundred Thirty Dollars (Unit Price - Words)	<u>\$59,930.00</u>	<u>\$59,930.00</u>
9	1	LS	Process Piping - Interior Process Piping - Valves - Magmeter - Pressure Gauges - Surge Relief Valve One Hundred Forty Nine Thousand Forty Five Dollars (Lump Sum Price - Words)	<u>\$149,045.00</u>	<u>\$149,045.00</u>
10	1	LS	BPS No. 2 Mechanical/HVAC Fifty Three Thousand Eight Hundred Eighty Five Dollars (Lump Sum Price - Words)	<u>\$53,885.00</u>	<u>\$53,885.00</u>
11	1	LS	Erosion Control		

**CITY OF GLENWOOD SPRINGS
BOOSTER PUMP STATION NO. 2
BID SCHEDULE**

ITEMS NO.	EST. QTY.	UNIT	DESCRIPTION AND UNIT PRICES IN WORDS	UNIT PRICE	TOTAL PRICE
			Ten Thousand Five Hundred Sixty Dollars (Lump Sum Price - Words)	\$10,560.00	\$10,560.00
12	1	LS	Site Restoration - <i>Re-seeding</i> - <i>Site Cleanup</i> Three Thousand Nive Hundred Ninety Five Dollars (Lump Sum Price - Words)	\$3,995.00	\$3,995.00
13	1	LS	Asphalt Allowance <i>Owner Allowance</i> Three Thousand Nive Hundred Ninety Five Dollars (Lump Sum Price - Words)	\$17,500.00	\$17,500.00

TOTAL BASE BID: Eight hundred twenty eight thousand three hundred sixty dollars and no cents

(written)
TOTAL BASE BID: \$ 828,360.00

Submitted by: Aslan Construction, Inc.

Company

Submitted by: _____
Authorized Personnel - Jennifer Toland

Assistant Secretary



ASLAN CONSTRUCTION

January 15th 2024

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

Re: Oasis Creek Pump Station No. 2

To M. Purchasing Agent:

Aslan is agreed upon the two year warranty for construction services. A sample pump warranty from Grundfos is attached for review. At this time we do not have any additional exceptions to the Agreement

Thank you

Jen Toland
Aslan Construction

GRUNDFOS WARRANTY CERTIFICATE

THE WARRANTY

1 Grundfos warrants to deliver the Products and Services in accordance with the Agreement. A Product is defective only if it is not delivered in accordance with the Agreement due to faulty material, design or manufacturing on the part of Grundfos or a third party acting on Grundfos' behalf. Material compatibility is not the responsibility of Grundfos. Without a detailed water analysis Grundfos cannot make this determination and will offer either material request specified by Customer or that which Grundfos deems generally appropriate for the application (if known).

2 Without altering the general nature of clause 1, damage is not covered by the warranty if due to (including): ordinary wear and tear; accidental or wilful damage; use of the Products for applications for which they are not intended; installation of the Products in an environment not suitable for the Products in question; modifications or alterations; failure to follow Grundfos' instructions, including in Grundfos' installation and operation manuals and/or good industry practice; sand or other abrasive materials; corrosion caused by saline water or hazardous liquid; electrolytic action; liquid temperature beyond the recommended range; cavitation; lightning strike; improper supply voltage or insufficient liquid to enable the Product to perform; and Customer's or its own product's non-compliance with applicable law and regulation. In addition, the warranty does not cover that a Product is fit for a particular purpose or will be able to meet its specifications in the actual application.

WARRANTY PERIOD

3 For the warranty to apply, Customer must notify Grundfos of a defect without undue delay and after Customer becomes or should have become aware of the defect and in no event less than 30 (thirty) days after the defect occurred, and

- (i) for all Grundfos manufactured products not installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 24 months from the date of shipment but no later than 30 months from the date of production;
- (ii) for Grundfos manufactured products installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 24 months from the date of installation of the product, however no later than 30 months from the date of production;
- (iii) for PACO, Yeomans, Chicago Pump, Morris, and Sewer Chewer products not installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 12 months from the date of shipment;
- (iv) for PACO, Yeomans, Chicago Pump, Morris, Sewer Chewer products installed or commissioned by Grundfos, a Grundfos Authorized Service Partner or a company previously authorized by Grundfos, Customer must in every respect notify Grundfos no later than 12 months from the date of installation but no later than 18 months from the date of shipment; and
- (v) for services (not including repair of a product outside of the warranty), Customer must notify Grundfos no later than 12 months from the performance of the services (the "Warranty Notification Period").

Products sold by Grundfos but manufactured by others are subject to the warranty granted by the manufacturer of said products and not by Grundfos warranty.

Any extended warranty is subject to the particular warranty terms set out by Grundfos in writing.

Notwithstanding the above, the Warranty Notification Period does not exceed 30 months calculated from date of production of the first product delivered whether or not Customer has acquired extended Warranty Notification Period.

4 In case of remedy of defects, the original Warranty Notification Period related to the product and services as such remains the same after remedy (including where the whole product is replaced).

In case of a repair of a product outside of the warranty, the Warranty Notification Period will be 90 days from the date of repair.

REMEDY OF DEFECTS

5 Subject to the terms of the Agreement, Grundfos shall remedy defective (parts of a) Product or Services covered by the warranty. Grundfos decides whether Grundfos remedies by repair or replacement (in whole or part) of the defective (part of the) Product or Services. Grundfos remedies defects as soon as possible within normal working hours.

6 Place of remedial works is as follows:

- a) For products covered under Grundfos' warranty and products delivered in connection with services, Customer must return the defective product to the distributor from which the product was purchased or to Grundfos' Authorized Service Partner or otherwise as per Grundfos instructions for repair or replacement, unless Grundfos decides that the remedial works will take place at the place of delivery or the site of the end-user.

GRUNDFOS WARRANTY CERTIFICATE

- b) Grundfos reserves the right in its sole discretion to inspect and repair or replace the defective product at the site of installation, subject to **Error! Reference source not found.** Customer's acceptance.
- c) For services, Grundfos inspects and repairs or replaces the defective services at the site of installation of the end-user.

7 Grundfos shall cover the costs for repair or replacement of the defective Product and Services during a valid warranty period, except:

- a) Costs of transportation relating to a defective (part of a) product and products delivered in connection with services, are allocated as follows:
 - (i) Customer covers any expenses related to transport, of the (part of the) product to and from Grundfos' distributor/Authorized Service Partner or otherwise as per Grundfos instructions, as well as travelling cost and travelling time of Grundfos' personnel to the site if a defect is assessed at the site on Customer's request.
 - (ii) If Grundfos in its sole discretion decides to inspect a defective product at the site, then Grundfos covers all transportation costs and relating travelling cost and travelling time of Grundfos' personnel to and from the location of the product for inspection purpose if it is found that the defect is covered under the warranty.
- b) Customer covers any expenses for dismounting and mounting, deinstallation and reinstallation.
- c) Customer covers Grundfos' expenses related to waiting time caused by Customer.
- d) If it shows that a product subject to repair or replacement did not suffer from a defect, Customer shall cover all expenses related hereto, including transportation, travel expenses and labor costs. Grundfos may charge an amount calculated based on Grundfos' pricelist to cover any expenses related to such service.

8 Defective products must be returned together with proof of purchase, proof of installation date, failure date, and any other installation support data and accompanied by an authorization for the return material ("RMA") issued by Grundfos. Unless requested by Grundfos, the product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.

9 Unless requested by Grundfos, the Product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.

9 Customer must at its expense clean the Product and inform Grundfos about all poisonous media or other dangerous liquids which have been in contact with the inspected Product. Grundfos may refuse – and will not be liable, in contract, tort (including negligence), breach of statutory duty or otherwise – to remedy defects, if Grundfos considers that such remedy may cause harm to the environment or injury to people.

10 Products exposed to toxic materials or used in a mining application must be accompanied by the following documents: (1) Decontamination, (2) Certificate of Cleanliness (COC), and (3) MSDS/SDS Forms. For products remedied at end-user's site, only Certificate of Cleanliness (COC) must be provided. Products that have been exposed to radioactive materials will not be accepted in return by Grundfos.

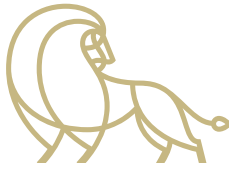
11 THE REMEDY OF REPAIR OR REPLACEMENT IS THE ONLY REMEDY AVAILABLE TO CUSTOMER FOR DEFECTIVE PRODUCTS OR SERVICES. SUBJECT TO GRUNDFOS' OBLIGATIONS AS REGARDS PRODUCT LIABILITY, CF. CLAUSE **Error! Reference source not found.**, GRUNDFOS HAS NO OTHER OR FURTHER LIABILITY TO CUSTOMER WHETHER FOR BREACH OF AGREEMENT, NEGLIGENCE OR OTHERWISE IN RESPECT OF ANY DEFECT IN A PRODUCT OR SERVICE

12 Grundfos' liability for personal injury (including death or injury) and damage to real and personal property to Customer, caused by defective products is limited to the extent set out in clause 13, but Grundfos' total liability as described in clause 14 for damage to real and personal property is limited to a maximum amount set out in clause 14.

LIMITATION OF LIABILITY

13 To the extent permitted by applicable law, Grundfos is not liable (in contract, tort, including negligence, breach of statutory duty or otherwise) for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill, loss relating to unauthorized access to data or systems, loss as a result of business interruption, or any other indirect or consequential losses of any kind whatsoever arising under, relating to or in connection with the Agreement or a breach hereof. Grundfos is not liable for any liquidated damages, penalties and similar contractual liabilities levied against the Customer by a third party.

14 TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRUNDFOS' TOTAL LIABILITY (INCLUDING IN REGARD TO PAYMENT OF LIQUIDATED DAMAGES (IF ANY) AND THIRD-PARTY CLAIMS) TOWARDS CUSTOMER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT AND THE COOPERATION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO 30 % OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT (EXCL. ANY VAT AND TAXES) ON WHICH THE CLAIM IS BASED.



Recently Completed Similar Projects

Location: Widefield Original Value: \$3,907,560 Current Value: \$4,023,226.83 Changes: None Project Start: 5/2022 Project Finish: 10/2023 Progress: Completed Self-Performed: 69% Project Manager Doug Crowl & Keith Smith Project Executive Super Robert MacTaggart Site Super Norm Sproles & Bill McCarthy	Booster 2 Pump Station	
	Description: Construction of a new Pump Station for the district. Work includes new masonry building, with concrete foundations potable water booster station with bathroom. Installation of 3 125HP pumps and associated piping and various site improvements.	
Owner Widefield Water and Sanitation District 8495 Fontaine Blvd., Colorado Springs, CO 80925 Engineer: JDS Hydro, a Division of RESPEC 5540 Tech Center Drive, Ste. 100, Colorado Springs, CO 80919		

Location: Douglas County, CO Original Value: \$4,098,479 Current Value: \$4,098,479 Changes: N/A Project Start: 1/2021 Project Finish: 12/2022 Progress: 99% Self-Performed: 58% Project Manager Doug Crowl Project Executive Super Robert MacTaggart Site Super Bill McCarthy	Meridian Chloramine Project	
	Description: Upgrades to two pump stations in the Meridian District to add chemical storage facilities for Chloramine storage. Project includes new building, new chemical feed equipment, electrical, HVAC, site work. Project also includes minor upgrades to the existing facilities.	
Owner Meridian Metropolitan District, 12111 East Belford Avenue, Englewood, CO 80112 Randy Gabriel 303.790.0345 Engineer: Jacobs, 9191S Jamaica St., Englewood, CO 80112 Jeff Pitts 623.399.2078		

Location: Brighton, CO Original Value: \$5,786,292 Current Value: \$5,905,552 Changes: N/A Project Start: 4/2/18 Project Finish: 7/31/19 Progress: Completed Self-Performed: 61% Project Manager Harry Brust Project Executive Super Robert MacTaggart Site Super Norm Sproles	Erger's Pond Augmentation Station Description The project consists of two pump stations and two intake structures. One that is removing water from the South Platte River during free water availability at flood or high run off periods in the spring of the year. The other is to take water from the Erger Pond Reservoir and transmit it back to the South Platte River as needed. There is also a gravity feed 5' x 5' box culvert and inlet structure allowing water to move from the Platte River to the Erger Pond Reservoir. Project also includes pump masonry electrical/control buildings built above 100 year flood plain levels, grouted type H rip rap, gravel access roads, PVC process piping and landscape restoration.  Owner/Engineer: City of Brighton, 500 S. 4th, Brighton, CO 80601 Jake Hebert, 303.655.2129 Burns and McDonnell, 9785 Maroon Circle, Ste. 400, Centennial, CO 80112 Christine Sedneck 970.381.6755
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Location: Denver, CO Original Value: \$1,981,772 Current Value: \$2,022,004 Changes: Minor Contract revisions Project Start: 7/2019 Project Finish: 9/2020 Progress: Completed Self-Performed: 49% Project Manager Doug Crowl Project Executive Super Kipp Ketterer Site Super Norm Sproles	Denver Water 2019 2020 , Modifications Description: Vault modifications will include upgrades to four water utility vaults in the Denver Metro area. Upgrades will include new valves in the two 8 inch PRV Vaults along with modifications to the High side meter vault and filing valve vault. Modifications include new piping, valves, electrical upgrades and structural repairs.  Owner/Engineer: Denver Water 1600 W 12th, Denver, CO 80204
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Glenwood Springs



ASLAN
CONSTRUCTION

[illegible]

Owner:City of Glenwood Springs

Progress Period (Data Date):
1/15/2024

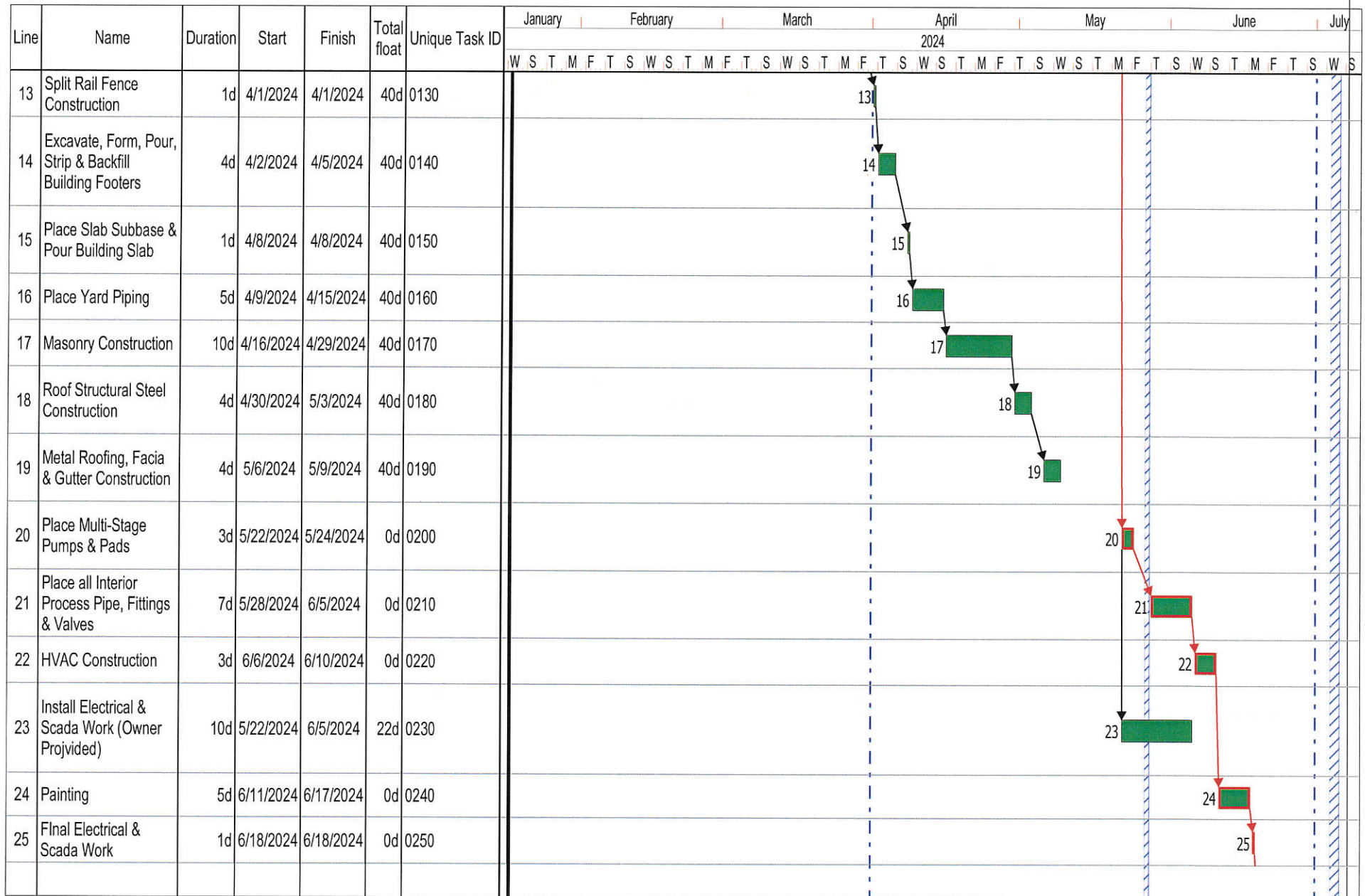
Start Date: 1/18/2024
Finish Date: 7/9/2024

Page 1 of 3

Glenwood Springs



**ASLAN
CONSTRUCTION**



Owner:City of Glenwood Springs

Progress Period (Data Date):
1/15/2024

Start Date: 1/18/2024
Finish Date: 7/9/2024

Page 2 of 3

Glenwood Springs



**ASLAN
CONSTRUCTION**

[illegible]

**CORPORATE RESOLUTION
ASLAN CONSTRUCTION, INC.**

The undersigned hereby certifies that he is the duly-elected and qualified President and the custodian of the books and records and seal of Aslan Construction, Inc., a corporation duly formed pursuant to the laws of the State of Colorado, having its principal office at 120 Bunyan Avenue, Suite 200, Berthoud, Colorado 80513, and that the following is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the Corporation on January 1, 2020, and that said resolution is now in full force and effect without modification or rescission:

RESOLVED, that the following are the officers and Board of Directors of the Corporation:

Michael Pelphrey	President, Treasurer, Secretary
Robert MacTaggart	Vice President

FURTHER RESOLVED, that pursuant to section 4.5 of the Corporation's Bylaws, the Corporation's President, Michael Pelphrey, is authorized to sign any and all documents necessary to bind the Corporation in any bid documents and/or contracts with owners of construction projects; and

FURTHER RESOLVED, that pursuant to section 4.6 of the Corporation's Bylaws, in the absence of Michael Pelphrey, the Corporation's Vice President Robert MacTaggart and Assistant Secretary Jennifer Toland are both authorized to sign any and all documents necessary to bind the Corporation in any bid documents and/or contracts with owners of construction projects.

FURTHER RESOLVED, that pursuant to section 4.6 of the Corporation's Bylaws, in the event that Jennifer Toland acts to bind the company, Steve Berlage and Patricia Sontag are both authorized to counter sign as acting Assistant Secretary for any and all document necessary to bind the Corporation in any bid documents and/or contracts with owners of construction projects.

IN WITNESS WHEREOF, I have executed my name as President and have hereunto affixed the corporate seal of the above-named corporation this 1st day of January, 2020.



ASLAN CONSTRUCTION, INC.

By: _____

Michael Pelphrey, President



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item:	Memorandum of Understanding with the Downtown Development Authority for Engineering Services in the 700 Block of Cooper.
Action Requested:	Approval of Memorandum of Understanding
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Generate Sustainable Economic Development Protect and Preserve our Quality of Life
Background Info:	The City and the Downtown District Authority (DDA) are working together to design and build improvements in the 700 block of Cooper Street. We jointly developed a Request for Proposal (2023-37P) for design and agreed upon an award to Boundaries Unlimited. We developed a Memorandum of Understanding (MOU) that was approved by the DDA Board on December 28th defining each party's responsibilities. The DDA is funding the design. Ordinance 2024-03 on this evening's regular agenda includes a project carryover appropriation in the DDA's 2024 budget for \$199,774 which is the cost defined in the MOU.
Issues:	NA
Fiscal Impact:	\$199,724 in the DDA Fund Capital Projects.
Legal Review:	Legal has reviewed this MOU.
Staff Recommendation:	Staff supports the MOU and appropriation.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of _____, 2024 between the CITY OF GLENWOOD SPRINGS, a home rule municipality under the laws of the State of Colorado ("City"), and _____ ("Contractor").

WITNESSETH:

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

1. Scope of Agreement. Contractor agrees to provide the City _____, as more fully described on **Exhibit A** attached hereto and incorporated herein.

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

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

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

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

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

b. Contractor acknowledges and agrees that it is not covered by the City's workers' compensation coverage and is not entitled to workers' compensation benefits. The City will be

held harmless, and Contractor will indemnify the City for any liability arising out of or caused by Contractor's business and/or persons engaged in operations covered by this Agreement.

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

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

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

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

9. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by its negligent acts, errors and omissions hereunder.

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

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

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

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

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

10.2.3 Advice of renewal is required.

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

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

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

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

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

To the Contractor: _____

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2024.

CITY OF GLENWOOD SPRINGS

By: _____
Mayor/City Manager/COO/City Clerk

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Memorandum

Date: December 21, 2023

To: Glenwood Springs Downtown Development Authority Board

From: Jillian Sutherland, Executive Director

Subject: Recommendation for Project Team for Cooper Avenue Construction Documents

The City received three proposals for the development of construction documents for the 700 Block of Cooper Avenue. After discussion with the Engineering Department and Public Works Director, it is recommended that the team led by Boundaries Unlimited be hired for this critical downtown project. This firm, joined alongside DHM Design, has extensive experience with DDA-led projects in the downtown area, and we believe provided the most accurate proposal regarding the time and resources necessary to complete the project. It was also “middle of the road” in terms of cost. With the necessary sub-surface utility engineering, the total cost for this would be \$199,774. Attached to this packet is their detailed proposal.

Alternate Proposals. The City received two additional proposals, one led by Roaring Fork Engineering and the other by SGM. Roaring Fork Engineering was the lowest cost, at \$178,274. However, after looking at the hours estimated per task and proposed timeline, we feel the most realistic project cost and timeline provided was by the Boundaries Unlimited team. SGM came in a bit above Boundaries Unlimited at \$210,088.

Budget Considerations. The DDA budgeted \$200,000 in 2023 for the completion of conceptual designs and construction documents for the 700 Block of Cooper. After working with Studio Seed to complete the conceptual designs, we have \$177,793 remaining. This means we have a \$17,567 “gap” if the DDA Board chooses to hire Boundaries Unlimited. If only partial subsurface utility examination (SUE) was necessary, the Boundaries project comes in under the budget remaining. At this time, however, it is the recommendation of the City Engineer that we perform a full SUE.

Cc: Steve Boyd, City Manager
Ryan Gordan, City Engineer

Engineering Services for Design of the 700 Block of Cooper Avenue

RFP 2023-37B



Sketch by Jim Leggitt, FAIA

**CITY OF
GLENWOOD
SPRINGS**

DECEMBER 20, 2023



BOUNDARIES
UNLIMITED INC.

May 17, 2021



City of Glenwood Springs
Attn: Ryan Muse
101 West 8th Street
Glenwood Springs, CO 81601
bidresponse@cogs.us

RE: Response to Request for Proposal, Engineering Services for Design of the 700 Block of Cooper Avenue, BD 2023-37B for the City of Glenwood Springs

Dear Selection Committee:

Boundaries Unlimited Inc. appreciates the opportunity to submit this engineering proposal for the **Design of the 700 Block of Cooper Avenue**. As a local firm situated in downtown Glenwood Springs, we have greatly enjoyed working alongside City staff, the Downtown Development Authority (DDA) and community leaders since 1998.

Our recent experience on a large number of high-profile projects in downtown Glenwood Springs makes us exceptionally well suited to ensure a thoughtful design and its successful implementation. Our Downtown streetscape experience includes: 6th Street; The North Landing Park; Phases 1-3 of the 7th Street Beautification Project; Bethel Plaza; Phases 1 & 2 of the 7th Street Storm Sewer; the 7th Street Sanitary Sewer Replacement; Alley Blocks 43/44/45; the 9th Street & Cooper Avenue Streetscapes; the Alley at 711 Grand Ave; the Colorado Avenue Parking Lot and Pocket Park; and the DDA Downtown Public Restrooms. We possess a very unique understanding of the opportunities and constraints associated with downtown design in Glenwood Springs.

Those familiar with our skill set understand that the word “Unlimited” in our name represents our unique ability to perform tasks and complete objectives beyond those of your typical engineer. We are problem solvers by nature, yet maintain a desire to think outside the box and consider alternate routes which might reduce project costs, accelerate schedules and bring neighbors and community together. We communicate comfortably in person with impacted business owners/invested organizations/curious individuals and can even present a clear and persuasive explanation of our design in a public forum.

Our design team has been hand-selected based on their experience in Downtown Glenwood Springs and their ability to overcome challenges. We are pleased to include the following firms on the Boundaries Unlimited Inc. team:



DHM Design
Jennifer DiCuollo, LA
225 Main Street, #202
Carbondale, CO 81623
970.963.6520



Bighorn Consulting Engineers
Shawn Brill, PE, CEM
386 Indian Road
Grand Junction, CO 81501
970.945.7988



Kumar & Associates
Steve Pawlak, PE
5020 County Road 154
Glenwood Springs, CO 81601
970.241.8709



MK Hydrovac, Inc.
Heather Christensen
808 County Road 215
Parachute, CO 81635
970.285.2080

I, Deric Walter, will guide this team of specialists to provide mapping/surveying, utility potholing, civil engineering analysis & design, landscape design, lighting design, and cost estimating. As detailed herein, the Boundaries Unlimited Inc. Team has a clear understanding of the scope of work for the **Engineering Services for Design of the 700 Block of Cooper Avenue** and acknowledges Addenda #1, #2 and #3 posted online at <https://www.bidnetdirect.com/private/solicitations/3488345673/abstract>.

If awarded this project, I (Deric) will make this a priority project and limit the number of new designs I accept. This will enable me to provide the same high level of service that was delivered on the many Downtown Glenwood Springs projects that I have overseen for the City and DDA.

We appreciate your consideration and welcome the opportunity to review our proposal with you. Please feel free to contact me with any questions or for additional information.

Sincerely,

A handwritten signature in blue ink, reading "Deric J. Walter".

Deric J. Walter, P.E.
Project Manager

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The Boundaries Unlimited Inc. Design Team includes a group of specialists possessing a great depth of knowledge of this particular project and the abilities needed to ensure its success.



BOUNDARIES UNLIMITED INC. (BUI) believes that minimum standards in engineering should be quality, accuracy and efficiency in one's design. Engineering excellence further includes the ability to coordinate and communicate well with municipalities, landowners and contractors.

Since 1998, Boundaries Unlimited Inc. has been providing planning, surveying, designing, and constructing services. Our clients have greatly appreciated our attention to detail, ability to recognize potential conflicts prior to construction and applied skills in value engineering. **Our office is located in downtown Glenwood Springs just two (2) blocks away from this project, ensuring that this project receives the attention it deserves.**

FIRM EXPERIENCE includes: street and roadway design; infrastructure repair/replacement; stormwater modeling and management systems; potable water storage systems, water distribution, pump systems, wastewater collection; hydro-electric systems; engineering reports and grant support; erosion controls; site planning; land surveying; and construction quality control.

PROJECT RELEVANT EXPERIENCE includes: 6th Street; The North Landing Park; Phases 1-3 of the 7th Street Beautification Project; Bethel Plaza; Phases 1 & 2 of the 7th Street Storm Sewer; the 7th Street Sanitary Sewer Replacement; Alley Blocks 43/44/45; the 9th Street & Cooper Avenue Streetscapes; the Alley at 711 Grand Ave; the Colorado Avenue Parking Lot and Pocket Park; and the DDA Downtown Public Restrooms. We also have a firm grasp on community expectations for this particular project. Project Manager Deric Walter, PE even contracted directly with the DDA in 2019 to keep several improvement projects moving forward after the passing of DDA Director Leslie Bethel.

CRITICAL ISSUES anticipated for this 700 Block of Cooper Avenue are:

- Designing a storm sewer system which adequately captures and conveys stormwater runoff for the protection of not just the adjacent buildings, but also the downstream Grand Avenue Bridge (GAB) Pedestrian Elevator. During our previous design of 7th Street, it was discovered that the GAB engineers incorrectly assessed the drainage basin above the elevators, leaving the structure fully exposed to flooding. **BUI** engineered the 7th Street storm sewer system to mitigate this, but it included designs and considerations in both Cooper Avenue and Alley Blocks 44/45 that must continue to be accounted for.

- Addressing the Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines. This is a very visible, high foot traffic public project which adjoins nearly two-dozen building entrances. It is critical that the entry into each building be considered individually and in combination with its surroundings to provide accessible entry when feasible.
- Building up and maintaining community/business support throughout the design process and eventually the construction. Those vested in this project include the City, the DDA, downtown business owners and local community leaders. It is a diverse, passionate and exceedingly attentive group which requires more than streetscape design knowledge, but also the affability to bring people together, the creativity to think ‘outside-the-box’ and the ability to articulate the end goal. BUI has invested over a decade helping this group transform Downtown Glenwood Springs into award winning spaces (2020 Governor’s Award for Downtown Excellence) and appreciates its intricacies.

TEAM MEMBERS



DHM DESIGN (DHM) is a story of continuous innovation and growth. We are landscape and ecological professionals who call the West home. We are vigorous users and lovers of the outdoors, committed to both environmental and cultural preservation. Since our founding in Denver in 1975, our employee-owned Corporation has expanded with offices in Carbondale, Durango, Bozeman, and Missoula. Our roster now includes professionals in landscape architecture, natural resource management, horticulture, land use planning, graphic design, 3D modeling and computer imaging.

DHM is proud to have multiple successful projects in Glenwood Springs; including but not limited to 6th Street Improvements (with **BUI**), North Landing Park (also with **BUI**), 27th Street Underpass, and Glenwood Hot Springs. We appreciate the opportunity to be a part of the development of this place that many of us call home. DHM understands the challenges and opportunities associated with streetscape design and appreciates the endless benefits of well-designed spaces within a community that are more than just beautifying - they help to build a community and rethink underutilized land.

We recognize the importance of a holistic downtown and will work hard to create a streetscape that seamlessly integrates into 7th Street and the surrounding downtown area. Above all, people - where people want to go and how they get there - are at the heart of our projects and our designs reflect the importance of empowering people and movement. We advocate a collaborative design process, working hand-in-hand with our clients, their communities, and the design team to turn ideas into reality. DHM excels at achieving project goals while satisfying diverse interests and creating places that fit within the larger context of environment and community.



BIGHORN CONSULTING ENGINEERS, INC. was originally founded in 2003 by Blaine Buck, PE, CBCP, and Shawn Brill, PE, CEM, and continues to be operated by Blaine Buck and Mark Harrington, PE, LEED.

Our personnel have over 200 years in the industry with experience not only in consulting engineering but also equipment sales, temperature controls, and facilities management. This diverse background enables us to better understand client needs and expectations.

We offer a full range of engineering services including system evaluations, life-cycle cost analysis, conceptual planning and budgeting and construction documents and specifications. We work equally well in a traditional plan and spec delivery system or in the design/build delivery system. Bighorn Consulting Engineers, Inc. previously provided designs for the Glenwood Springs 6th Street and Alley Blocks 43/44/45 with **BUI**.

K+A KUMAR & ASSOCIATES, INC. (K+A), incorporated in 1989, has provided geotechnical engineering, construction observation, materials testing, and environmental services throughout Colorado for 34 years. They also provide forensic engineering and expert opinion for geotechnical engineering projects. **Their local Glenwood Springs office and key personnel have extensive experience in Downtown Glenwood Springs.**

K+A staff consists of dozens of professional engineers, geologists, technicians, environmental scientists, and support personnel. K+A is familiar with design procedures for structure foundations and pavements, including **AASHTO, MGPEC, LRFD and CDOT's Standard Specifications for Road and Bridge Construction.**

K+A has extensive experience in municipal projects including buildings, water and wastewater treatment facilities, water storage facilities, low to medium height earthen dams, and pavement. They believe in providing quality service to their clients. This involves understanding client needs, project details, and site conditions. Good communication is an essential part of this service. Even though geotechnical engineering has advanced into this highly technical era, much of what they do is routine and the experience factor makes a difference.

MK Hydrovac Inc. **MK HYDROVAC INC.** is a family-based business located in Parachute, Colorado. For the past twenty-eight years we have serviced Western Colorado's Construction Industry and the Oil and Gas industry. We've also serviced North Dakota's Oil and Gas industry for the past seven years.

MK Hydrovac services include potholing, non-destructive digging, slot trenching, tank cleaning. We are certified in confined space cleaning as well. Our trucks are able to handle wet or dry materials. We will do our best to ensure your satisfaction with our services.

TEAM ORGANIZATION

The following organization chart describes the Design Team hierarchy. Project Manager Deric Walter, PE will act as the primary point of contact and oversee the **BUI** Design Team for performance of individual tasks, review and organize investigation data/results, manage project design, prepare cost estimates, process deliverables, and basically be the City's go-to person from award of contract through construction.



KEY PERSONNEL

DERIC WALTER, PE, has over 30 years of experience in civil engineering, surveying, land planning, application processing and construction oversight. He is also the Town Engineer for the Town of Silt, Colorado where he provides application review and civil designs for public roadways, streetscapes, potable water storage & distribution, wastewater collection, irrigation storage & distribution, and stormwater management.

Deric is extremely well versed in 3D site and utility design having utilized Autodesk Civil3D since its debut in 2004. He is proficient in numerous hydraulic/hydrology methodologies and the use of associated software modelling programs.

Deric was the prime engineer for the Glenwood Springs 6th Street Project; North Landing Park; Phases 1-3 of the 7th Street Beautification Project; Phases 1 & 2 of the 7th Street Storm Sewer; the 7th Street Sanitary Sewer Replacement; the 9th Street & Cooper Avenue Streetscapes; the Alley at 711 Grand Ave; the Colorado Avenue Parking Lot and Pocket Park; the DDA Downtown Public Restrooms; and the Alley Blocks 43/44/45 Redevelopments.



Deric Walter, PE
Project Manager/Engineer of Record

STEVEN L SMITH, PLS, has over 30 years of experience in land surveying, engineering and construction quality control.

Stevens experience includes: managing the **BUI** Survey Department; Field work consisting of rural and urban land surveying and construction staking; Office work consisting of research of public records, boundary calculations, field preparation, mapping and recordation; Construction Quality Control for municipal, commercial and residential improvements including potable/raw water, sanitary sewer, shallow utilities, streets, storm sewers and drainage systems; and Review of construction shop drawings and pay estimates.



Steven L. Smith, PLS
Surveyor

ADAM LEACH, Adam has 6 years of experience in civil engineering, drafting and application processing. Throughout the many projects he has worked on, he has become extremely well versed in 3D site and utility design. He is also expanding his education into stormwater hydrology and architectural design drafting.

Throughout Adam's tenure at **BUI**, he has worked on commercial site/grading, stormwater management, onsite wastewater treatment systems, municipal street/utility improvements, water distribution systems, wastewater collection systems and large residential development.



Adam Leach
Design Engineer



Jennifer DiCuollo, PE
Landscape Architect

JENNIFER DICUOLLO, PLA

With a strong background in architectural studies, art, and landscape architecture, Jen believes in the transformative value of detail. She uses color, texture, and materiality to shape the client's experience and to define the personal expression of the space. She focuses on nature and uses natural elements as inspiration for the built environments that she helps shape.

Jen's expertise extends into public space planning, resorts, residential landscaping, ecological design, river

restoration, project management, public process, hot springs design and healing gardens.

SHAWN BRILL, PE, is a mechanical engineer registered in Colorado, New Mexico, North Dakota and Wyoming. He has over 40 years of experience designing HVAC systems for commercial, educational, and institutional buildings. Shawn produces solid construction drawings and specifications, as well as in depth field reviews, construction estimates and energy and life-cycle cost analysis. He is a certified code reviewer to perform code reviews of state building projects which afford him an acute eye to detail and completeness in his own plans and specifications.



Shawn Brill, PE
Geotechnical Engineer

STEVE PAWLAK, PE, has over 42 years of experience in geotechnical, geological engineering. He is responsible for planning and management of geotechnical and geologic assessments on private and public projects throughout western Colorado. He has extensive experience in special mountain terrain problems such as landslide stability analysis, hillside grading and groundwater drainage. His background includes design of foundations on expansive, collapsible and soft soils. He also supervises field technicians and engineers that perform construction observation, groundwater mitigation and slope movement instrumentation, and evaluates structures which have experienced distress.

Steve has been a project manager for several ski resort facilities projects, energy development facilities, commercial and residential developments, roadway and utility infrastructure systems, airport and municipal facilities, earthen embankment projects and water resources improvement projects.



Steve Pawlak, PE
Geotechnical Engineer

CHRISTOPHER SNOW

Chris is committed to the safety of this employees and ensuring that they are equipped and certified for the work they do. This includes training with SafeLand USA, First Aid / CPR, Bloodborne Pathogens, Confined Space Entry, much more.



Christopher Snow
Hydrovac Specialist

SCOPE OF WORK

An anticipated scope of work for this project is extensively defined in the “Project Description and Scope of Services” attachment to the Request for Proposal 2023-37P, Engineering Services for Design of the 700 Block of Cooper Avenue. Based on that scope, guidance provided during the pre-proposal web conference on December 5, 2023, the three (3) posted addenda, and our project experience, Boundaries Unlimited Inc. (BUI) proposes the following Scope of Work:

SITE RECONNAISSANCE

Site reconnaissance will include:

- A. Geotechnical Investigation. A site geotechnical investigation will be performed by Kumar & Associates, Inc. (K+A). K+A will drill two (2) borings within the site limits to a depth of approximately 10-feet. Soils are expected to encounter old fill and clay soils above river gravel. Borings will be logged and checked for groundwater level and laboratory testing of samples taken from the borings to determine soil engineering characteristics and provide a pavement recommendation for the site.

Upon completion of the drilling, bore holes will be backfilled and compacted with native soil (or equivalent). In paved areas, cold patch or plug replacement is included to restore the surface paving to a functional state.

Please note that K+A’s proposal to BUI contains the following limitation of liability clause:

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

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

- B. Engineering Design Survey. BUI already owns a detailed topographic survey of the project limits (existing planimetric improvements, building finish floors and visible utilities at topographic elevation) which it will supplement with property boundaries,

easements and rights-of-way using title commits provided by the City to create an Improvement Survey Plat (ISP).

- C. Subsurface Utility Engineering (SUE) and Utility Test Holes. BUI previously received a SUE plan and boring log report from the City for a portion of the project limits and has worked on several other designs within and adjacent to the project limits which required 811 utility notification. Based on our knowledge of the existing storm sewer system, our engineering on adjacent projects and our anticipated storm sewer design, it is our opinion that a SUE for the entire project limits is not warranted. Therefore, this item is proposed as a supplement to the previously received SUE and not a new SUE plan & report as follows:
- a. 811 Utility Notification. A new 811 utility notification will be ordered for Subsurface Utility Engineering and the data provided will be melded with existing data to determine up to six (6) utility test hole locations.
 - b. Utility Test Holes (Quality Level A). MK Hydrovac, Inc. will provide hydrovac excavation services for up to six (6) test holes. This service is provided in accordance with Colorado Revised Statutes, Title 9, Article 1.5 and with ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data), pertaining to Quality Level A locates. This item includes:
 - City R.O.W. Permit & Traffic Control. Traffic Control will be provided for necessary signage, cones, flaggers and a Traffic Control Plan (TCP);
 - Excavation. Expose, identify and map locations of Test Holes as specified by client, to a maximum depth of 6.5-feet;
 - Restoration. Upon completion of excavation and mapping, Test Holes will be backfilled and compacted with native soil (or equivalent). In paved areas, cold patch or plug replacement is included to restore the surface paving to a functional state;
 - Disposal. All uncontaminated spoils will be dumped on site. Efforts will be made to return spoils to their place of origin, unless prohibited by governing municipality; and
 - Test Hole Logs. Test hole logs will be prepared, including ground spot elevations, utility top of pipe elevations, field notes and photos.

Subsurface Utility Engineering Disclaimer: Should the City desire a new/full SUE for the entire project limits, then the fees provided in our Itemized Fee Schedule will need to be increased by twenty-eight thousand dollars (\$28,000.00) so that BUI can subcontract the additional services with Horrocks, Inc. (the previous City SUE consultant for the Alley 44/45 Renovation Project).

D. Exclusions. Engineering design survey, SUE and utility test holes excludes the following:

- Any items not specifically cited hereon.
- Excavation beyond 6.5-feet in depth;
- “Dry” testholes (where the utility is unable to be located) will be billed per the unit cost.
- Construction Bonds;
- Insurance upgrades;
- Restoration of sink hole areas caused by excavation;
- Permanent repair of paving.;
- Excessive ground water and/or large rock removal;
- Right of entry authorizations for private property;
- ALTA/NSPS Survey;
- Title research, title reports or title commitments (to be provided by the City per addenda);
- Construction Staking; and
- City permitting fees. It is assumed that the City will waive all permitting fees required for geotechnical boring, surveying, and utility test holes.

30% PLAN SET (PRELIMINARY DESIGN LEVEL)

A. At the Preliminary Design Level, **BUI** will provide design plans in general conformance to standard City documentation layout requirements and on 11”x17” sheet size. Reports will be provided in conformance with City Engineering Standards.

a. Anticipated design reports include:

- Stormwater Analysis & Report; and
- Preliminary Engineer’s Opinion of Probable Cost for the proposed construction improvements.

b. Anticipated design plans include the following sheets:

- Title page with general notes, project location, abbreviations and acronyms;
- Stamped Improvement Survey Plat (ISP) as previously defined;
- Right-of-way Plan identifying lands needed for temporary easement acquisition for matching into existing conditions and/or restoration;
- Demolition Plan;

- Site Plan;
 - Utility Plan (for street electric and lighting);
 - Storm Sewer Plan with profile(s);
 - Curb Plan with profile(s);
 - Grading and Drainage Plan;
 - Stormwater Management Plan (SWMP) meeting Colorado Department of Health and Environment (CDPHE) requirements for disturbances greater than one acre. This plan is anticipated to be used by the selected contractor to obtain a Colorado Discharge Permit System (CDPS) permit;
 - Landscape and Irrigation Plan (furniture, street trees, and plants); and
 - Applicable construction details for all proposed improvements. When appropriate, City, CDOT M-Standards and CDOT S-Standards will be utilized.
- B. Progress Reports: **BUI** will include a daily summary description of services on our monthly invoices throughout the design process as a means of progress reporting.
- C. At the completion of the 30% Plan Set (Preliminary Design Level), **BUI** will provide the City with electronic copies (PDF format) of all prepared plans and reports. Plans and reports shall be distributed by the City to appropriate jurisdictional agencies, utility companies, and impacted entities for comment. These documents will remain with the City and will become public property.
- D. Exclusions. 30% Plan Set excludes the following:
- Previously mentioned exclusions;
 - Redesign of the provided Concept Design;
 - Public Presentations or illustrative perspectives;
 - Design and detailing of information kiosks and gateway monuments/signage;
 - Structural engineering designs; and
 - Raw water irrigation/pumping station design.

90% PLAN SET (FINAL DESIGN LEVEL)

- A. At the Final Design Level, **BUI** will advance the previously discussed design plans to a 90% level of completion. In addition to this, **BUI** will:
- Provide structural engineering design for the Mid-Block Alley Gateway structures;
 - Prepare up to four (4) legal exhibits for any needed temporary easements;

- Finalize the Stormwater Analysis & Report;
 - Finalize the Engineer's Opinion of Probable Cost;
- B. At the completion of the 90% Plan Set (Final Design Level), **BUI** will provide the City with electronic copies (PDF format) of all prepared plans, reports and documents and two hardcopy sets the same.
- C. Exclusions. 90% Plan Set excludes the following:
- Previously mentioned exclusions;
 - Any additionally required utility test holes;
 - Traffic Control Plan (TCP) and Phasing Plan. The Engineer of Record cannot dictate the TCP. It must be prepared by the selected contractor. The project can and should be constructed as a single phase;
 - Contract Documents, Technical Specifications and/or Project Special Provisions; (these were omitted by the addenda); and
 - Construction Schedule. The Engineer of Record cannot dictate this information. It must be prepared by the selected contractor and approved by the City;

BID DOCUMENTS

BUI will advance the previously discussed design plans and documents to bid level based on comments received after the 90% Plan Set submittal. Plans and documents will be provided in electronic format (PDF format).

BID SUPPORT/CONSTRUCTION SUPPORT

- A. **BUI** will help the City address all questions during the bid process and help write addenda, if necessary.
- B. Exclusions. Bid Support/Construction Support excludes the following:
- Previously mentioned exclusions;
 - Supplying construction support for submittals reviews, design changes, coordination of change orders, shop drawings, construction questions, attend constructing meetings, and provide clarifications and interpretations of the contract documents. These shall be negotiated as additional services after the contractor has been selected and prepared the construction schedule; and
 - Coordinating with the contractor to produce "As Built" drawings at the completion of the project from survey data collected during and at final completion of the project (these were omitted by the addenda).

QUALITY CONTROL (CONSTRUCTION OBSERVATION)

Quality Control services will be negotiated after the contractor has been selected and prepared the construction schedule. Service may include periodic site visits and meetings during construction activities to verify that the work observed during each site visit is being completed in accordance with the Construction Documents. Visits are anticipated for pre-construction, demolition, utility installation, storm sewer installation, concrete and asphalt installation, landscape and irrigation installation, installation of signage/markings, and project closeout. Reports will be supplemented as necessary with reference photos. **BUI's office is located in downtown Glenwood Springs just two (2) blocks from the project limits which will enable us to visit the site at a moment's notice. This will greatly reduce the potential for project delays and ensure that an eye for detail is being maintained on this high-profile streetscape project.**

OVERALL PHILOSOPHY

Boundaries Unlimited Inc. believes that the fundamentals of civil engineering are quality, accuracy and efficiency in design. Excellence is what we strive for though by honing our skills in project coordination, public communication, value engineering and by holding contractors accountable to constructing our designs at the highest level of quality.

Our design plans are prepared with an elevated level of detail which inevitably reduces the number of bidder/contractor questions and limits the potential for change orders. When working with a municipality, we often choose to supplement the municipality's own technical specifications with an additional Project Special Provisions document. Project Special Provisions provide a simplified source for project specific amendments to ensure that the individual municipalities standards are met or exceeded. Though Project Special Provisions (aka technical specifications) were omitted by the addenda, it is recommended that **BUI** be contracted to prepare this document. This project requires a number of specialty materials and construction considerations extending beyond the City's typical Engineering Standards.

We attain quality assurance through a design review process whereby by a member of our engineering staff who did not work on the design performs the review. This method supplies the engineer of record with a second set of eyes and an unbiased opinion on the design to ensure that it is viable, feasible and addresses the client's needs. When appropriate, we make use of professionals in the construction industry to provide feedback on the constructability and value of our designs.

GOALS AND METHODOLOGY

Boundaries Unlimited Inc. looks forward to bringing life to all the efforts, thoughts and dreams that went into preparing the Cooper Avenue Concept Design. We were blessed to have been given the opportunity over the past ten (10) years to have partaken in dozens of planning meetings, presented endlessly to the public, assisted with the revitalization of 7th

Street and Bethel Plaza, helped calm street traffic, transformed the mundane into enticing space, set an attractive public restroom at the corner of 7th Street & Colorado Avenue, lined Cooper Avenue with lush plantings and attractive furnishings, flood protected the Grand Avenue Pedestrian Elevator, converted a grubby alley into a beautiful pedestrian corridor, and replaced a whole lot of public utilities all in beautiful Downtown Glenwood Springs. It also meant a lot to be entrusted by the City and the DDA with the responsibility of ensuring that their selected contractor(s) exercised the highest levels of quality with each individual project.

It is our goal to provide the same exceptional service on this **700 Block of Cooper Avenue** to afford the residents and business owners a space that they can cherish.

Our methodology has been spoken of throughout this proposal and within the defined scope of services. **BUI** avoids limiting itself to the mentality that “there is only one way”, but rather ponders the “unlimited” options available to elevate each project in whatever way we can.

CHALLENGES AND PROBLEMS

During our previous design of 7th Street, it was discovered that the GAB engineers incorrectly assessed the drainage basin above the elevators, leaving the structure fully exposed to flooding. **BUI** engineered the 7th Street storm sewer system to mitigate this, but it included designs and considerations in both Cooper Avenue and Alley Blocks 44/45 that must continue to be accounted for and properly modelled.

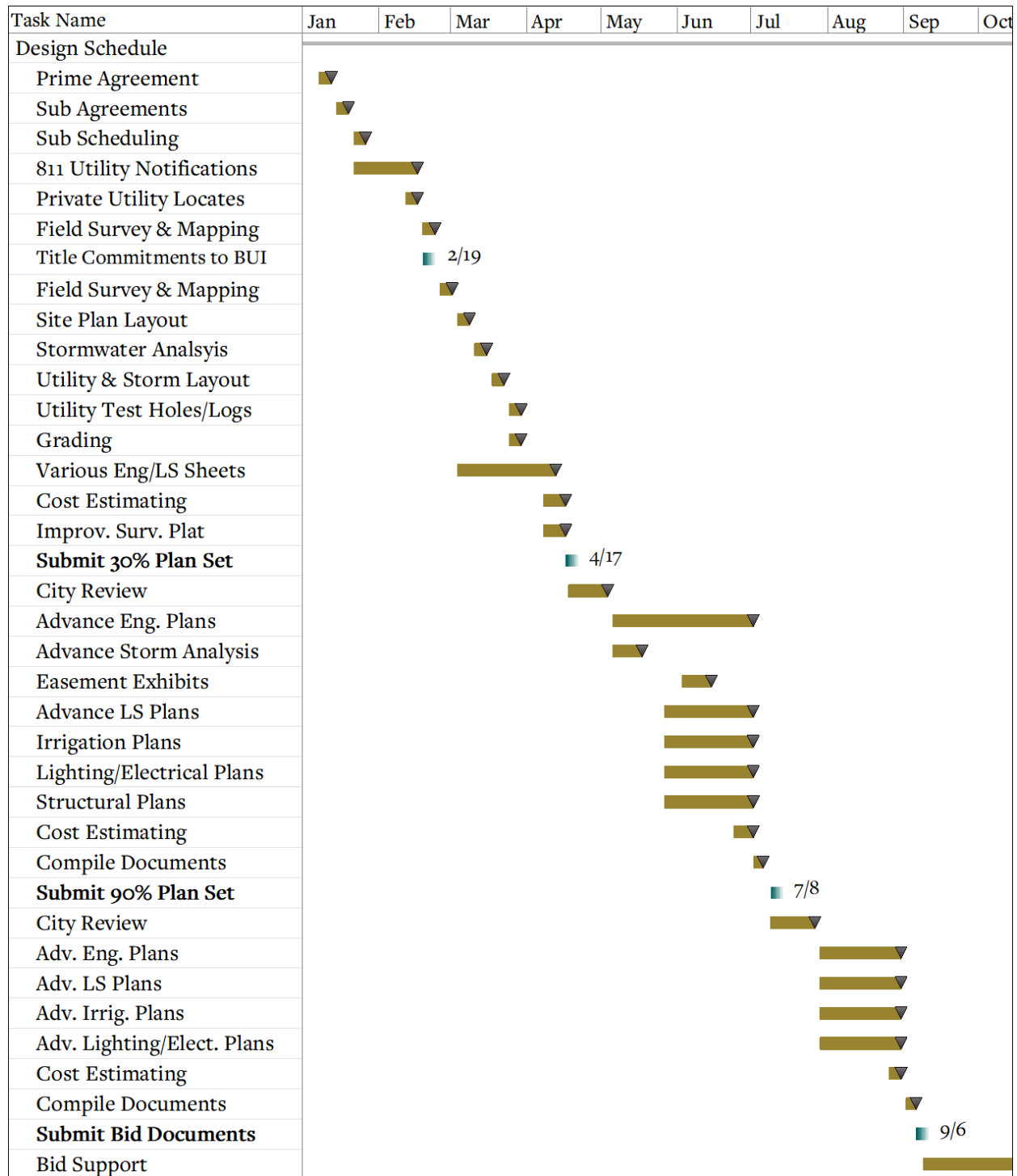
This is a very visible, high foot traffic public project which adjoins nearly two-dozen building entrances. It is critical that the entry into each building be considered individually and in combination with its surroundings to provide an accessible ADA/PROWAG entry when feasible.

Those vested in this project include the City, the DDA, downtown business owners and local community leaders. It is a diverse, passionate and exceedingly attentive group which requires more than streetscape design knowledge, but also the affability to bring people together, the creativity to think ‘outside-the-box’ and the ability to articulate the end goal. Others, particularly engineers, might find it challenging to present to the public or garner positive opinion for a project that will have significant construction costs. Fortunately, **BUI** has a depth of experience with this particular setting in Downtown Glenwood Springs and welcomes the opportunity to hear out peoples’ concerns and is willing to receive any criticism that might improve our design or reduce project costs for the City.

In all, it is clearly evident in the **Cooper Avenue Concept Design** that the City and the DDA exercised great diligence in vision planning Glenwood Springs’ next stunning streetscape. Therefore, we don’t foresee any other major hurdles and are fully prepared to find an engineered solution to propel this project forward.

SCHEDULE

The following estimated design schedule is proposed:



The **Boundaries Unlimited Inc.** Design Team has extensive experience in Glenwood Springs and with nearby communities on projects quite similar to the **700 Block of Cooper Avenue**. The following projects highlight a few of these and expand into other municipal improvement projects:

7TH STREET BEAUTIFICATION PROJECT (3 PHASES)

Glenwood Springs, CO

2013 thru 2019

Construction Cost: \$2.5M (excluding multiple associated projects)

Reference: Chad Lee (DDA); 970.945.8659; chad@jvamlaw.com

The 7th Street Beautification project began as a dream by the Glenwood Springs Downtown Development Authority (DDA) to transform an otherwise unassuming street into a vibrant destination for outdoor dining and community festivals.

Boundaries Unlimited Inc. partnered alongside the great minds of studioINSITE (Jim Leggitt), Shannon Murphy Landscape Architects, and the late DDA Director Leslie Bethel to embark on a design journey that ultimately **received the 2020 Governor's Award for Downtown Excellence**.

The Project brought with it many challenges as we sorted through months of public comment, organized complicated budgets and sought out creative ways to help businesses continue to thrive during the construction process. The end result was well proven when COVID-19 struck in 2020/2021. As most communities struggled to figure out ways to keep their downtowns alive (especially restaurants), they quickly began to turn to Glenwood Springs as a model for successful outdoor dining and well positioned community spaces.

Boundaries Unlimited Inc. greatly enjoys strolling across the gorgeous pavers, munching delicious food on the restaurant patios and observing small children giggle as they weave between the monument stones in Bethel Plaza.



9TH STREET & COOPER AVENUE STREETSCAPES

Glenwood Springs, CO

2013 thru 2015

Construction Cost: \$0.5M

Reference: Charlie Willman (DDA); 970.945.8573; charlie.charliewillmanlaw@gmail.com

The 9th Street & Cooper Avenue Streetscapes project was the capstone of the 9th Street Parking Garage. The project placed beautiful stone planters along the front of the garage and lush at-grade planting beds along the east side, replaced dilapidated concrete walks with stone banded grids, separated adjacent parking lots from the sidewalks with bold black iron railing, lined the street with trees and redeveloped the crusty parking lot behind the downtown Fire Station.

Boundaries Unlimited Inc. partnered alongside the great minds of studioINSITE and the late DDA Director Leslie Bethel to carry this project to fruition.



7TH STREET STORM SEWER (2 PHASES)

Glenwood Springs, CO

2016 thru 2019

Construction Cost: \$0.4M + Unknown CDOT expenses

Reference: Matt Langhorst (PW Director); 970.384-6438; matthew.langhorst@cogs.us

The 7th Street Storm Sewer project was born in the process of analyzing the storm water runoff for the 7th Street Beautification and discovering that the newly installed CDOT Pedestrian Bridge Elevator was in peril of flooding, even under a minor storm event.

Boundaries Unlimited Inc. quickly sprung to action to design a solution that the City and CDOT were able to implement in short order. The design required extensive pipeline routing, creative design to avoid inflexible existing utilities and extensive coordination with City Staff, CDOT, Utility Companies, contractors and local businesses.



6th STREET STREETScape & NORTH LANDING PARK

Glenwood Springs, CO

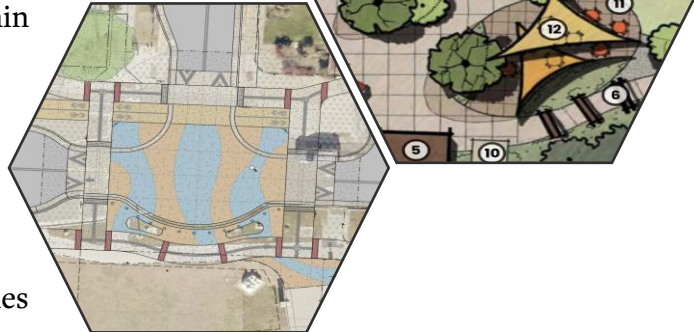
2022-2023

Construction Cost: \$4.55M & \$1.40M (estimated)

Reference: Jillian Sutherland (DDA); 815-735-9315; director@glenwoodspringsdda.com

The 6th Street Streetscape and North Landing Park projects were conceived to revitalize North Glenwood Springs and transform the deserted Grand Avenue Bridge landing into a stunning and vigorous community space.

The 6th Street Streetscape is situated within the CDOT zone of approval and utilizes a State funding source with many attached design strings. The streetscape design promotes traffic calming, improves stormwater conveyance, adds an off-street bike path, decorates the intersection surface at Pine Street, provides EV charging, and greatly enhances the



community with lustrous landscaping, artwork and charming lighting. The North Landing Park unifies the beautiful Grand Avenue Pedestrian Bridge with the proposed 6th Street Streetscape atmosphere. Boundaries Unlimited Inc. partnered alongside the DDA and DHM Design to create these yearned for improvements.

MAIN STREET (US HIGHWAY 6) BEAUTIFICATION (7 PHASES)

Silt, CO

2012 thru Current

Construction Cost: \$5.0M

Reference: Trey Fonner (PW Director); 970.989.0024; trey@townofsilt.org

Boundaries Unlimited Inc. started on the transformation of downtown Silt in 2011 with an extensive list of improvements intent on calming traffic, promoting pedestrian mobility, illuminating pedestrian ways, beautifying the landscape and promoting local business.

The project has required extensive CDOT coordination, permitting, easement acquisition, hydrologic/hydraulic modelling, public input and detailed construction oversight. To the joy of the community, the project continues to bloom into new stretches of Main Street every couple of years.



CIVIL ENGINEERING, LAND SURVEYING & BEYOND

923 Cooper Ave #201, Glenwood Springs, CO 81601 | (970) 945-5252 | bu-inc.com

Boundaries Unlimited Inc. proposes the following Not-To-Exceed Price Proposal is in accordance with the previously defined Scope of Services:

DETAILED COST PROPOSAL (12/20/23)												
Task	Reconnaissance		(30% Plan Set)		(90% Plan Set)		Bid Documents		Bid Support		PROJECT TOTAL:	
	Hrs	Fees	Hrs	Fees	Hrs	Fees	Hrs	Fees	Hrs	Fees	\$	
Meetings & Coordination	20	\$ 3,920	10	\$ 1,960	20	\$ 3,920	8	\$ 1,568	8	\$ 1,568	Notes: ^a Includes four (4) exhibits with legal descriptions. ^b Sub-consultant fees and expenses will be charged at invoice cost plus 15% (see attached fee estimates). ^c Includes two(2) borings samples . ^d Includes six (6) utility borings / potholes. ^e Not-to-Exceed (excepting exclusions or additionally requested services)	\$ 171,774
Engineering Design Survey	20	\$ 3,400		\$ -		\$ -		\$ -		\$ -		
Improvement Survey Plat	40	\$ 6,960		\$ -		\$ -		\$ -		\$ -		
Utility Test Holes Logs (QL-A)	8	\$ 1,392		\$ -		\$ -		\$ -		\$ -		
Stormwater Analysis & Report		\$ -	40	\$ 6,960	24	\$ 4,176		\$ -		\$ -		
Eng.'s Opinion of Probable Costs		\$ -	16	\$ 2,784	12	\$ 2,088	6	\$ 1,044		\$ -		
Miscellaneous Plan Set Sheets		\$ -	8	\$ 1,392	8	\$ 1,392	4	\$ 696		\$ -		
Right-of-way Plan		\$ -	8	\$ 1,392	8	\$ 1,392	2	\$ 348		\$ -		
Demolition Plan		\$ -	8	\$ 1,392	8	\$ 1,392	2	\$ 348		\$ -		
Site Plan		\$ -	16	\$ 2,784	24	\$ 4,176	4	\$ 696		\$ -		
Utility Plan		\$ -	16	\$ 2,784	16	\$ 2,784	4	\$ 696		\$ -		
Storm Sewer Plan		\$ -	16	\$ 2,784	24	\$ 4,176	4	\$ 696		\$ -		
Curb Plan & Profile(s)		\$ -	16	\$ 2,784	16	\$ 2,784	2	\$ 348		\$ -		
Grading & Drainage Plan		\$ -	16	\$ 2,784	24	\$ 4,176	4	\$ 696		\$ -		
SWMP Plan		\$ -	8	\$ 1,392	16	\$ 2,784	2	\$ 348		\$ -		
Construction Notes & Details		\$ -		\$ -	24	\$ 4,176	4	\$ 696		\$ -		
Easement Exhibits/Legal Desc. ^a		\$ -		\$ -	16	\$ 2,784		\$ -		\$ -		
Reproduction (Hard Copies)		\$ -		\$ -	2	\$ 348		\$ -		\$ -		
Sub-- DHM Design ^b		\$ -		\$ 13,010		\$ 16,410		\$ 11,290		\$ -		
Sub-Bighorn Consulting Eng. ^b		\$ -		\$ 2,880		\$ 5,750		\$ -		\$ -		
Sub-Kumar & Associates ^{b,c}		\$ 5,520		\$ -		\$ -		\$ -		\$ -		
Sub-MK Hydrovac, Inc. ^{b,d}		\$ 9,690		\$ -		\$ -		\$ -		\$ -		
Sub-Traffic Control (TBD) ^b		\$ 1,800		\$ -		\$ -		\$ -		\$ -		
Sub-Structural Engineering (TBD) ^b		\$ -		\$ -	24	\$ 6,264		\$ -		\$ -		
Subtotals:		\$ 32,682		\$ 47,082		\$ 70,972		\$ 19,470		\$ 1,568		
OPTIONS												
Full Sub. Util. Eng. Map/Report ^b		\$ 28,000		\$ -		\$ -		\$ -		\$ -		
Tech. Specification/Project Specials		\$ -		\$ -	34	\$ 5,916	16	\$ 2,784		\$ -		
Kumar & Assoc. Add't Insurance ^b		\$ 1,150		\$ -		\$ -		\$ -		\$ -		
											OPTIONS TOTAL:	
											\$	\$ 37,850

APPENDIX



PROFESSIONAL DESIGN SERVICES

Project Manager (PM)	\$196/hr
Project Engineer (PE)	\$174/hr
Design Engineer (DE)	\$148/hr
Technician (Tech)	\$126/hr
Survey Manager (SM)	\$174/hr
1-Man Survey Crew	\$170/hr
2-Man Survey Crew	\$210/hr

LEGAL

Expert Testimony/Deposition	\$400/hr
Court and Deposition Preparation	\$250/hr

REIMBURSABLE EXPENSES

B&W Photocopies	\$0.30/ea
Color Photocopies	\$0.50/ea
Engineer B&W Prints (24"x36")	\$6/ea
Engineer Color Prints (24"x36")	\$40/ea
Mylar Prints (24"x36")	\$50/ea
Vehicle Mileage	\$0.80/mi

SUB-CONSULTANTS & OVERTIME REQUESTS

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

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



GENERAL BACKGROUND

Western Colorado has been ‘Home Sweet Home’ for Deric since infancy and he now enjoys raising his own family amongst the glory of our rivers, streams, meadows and mountains. As a youth, he experienced the region’s rapid expansion and recognized the need for sound design, thoughtful solutions and attention to detail.

After obtaining his degree in civil engineering, he returned home to apply his knowledge, experience and creativity to a plethora of private, public and municipal improvement projects

CONTACT

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www.bu-inc.com

EMAIL:
deric@bu-inc.com

COMMUNITY AFFILIATIONS

Liberty Classical Academy-President
New Hope Church-Children’s Ministry
DPA Global Design: Non-Profit Design
Seeds of Hope Int. : Non-Profit Design

DERIC WALTER, PE

BOUNDARIES UNLIMITED INC.

Project Manager

PROFESSIONAL REGISTRATION

Colorado Registered Professional Engineer, PE #37110

EDUCATION

Colorado State University, B.S. Civil Engineering

QUALIFICATIONS SUMMARY

Deric has over 30 years of experience in civil engineering, surveying, land planning, application processing and construction oversight. He is also the Town Engineer for the Town of Silt, Colorado where he provides application review and civil designs for public roadways, streetscapes, potable water storage & distribution, wastewater collection, irrigation storage & distribution, stormwater management, the water treatment plant, and the wastewater treatment plant.

Deric is extremely well versed in 3D site and utility design having utilized Autodesk Civil3D since its debut in 2004. He is also proficient in numerous hydraulic/hydrology methodologies and the use of associated software modelling programs.

MUNICIPAL PROJECTS

City of Glenwood Springs & DDA

- 6th & 7th Street Streetscape Projects
- Downtown Public Restrooms
- Centennial Street Lift Station
- Numerous Water/Sewer/Drainage/Road Improvements

Town of Silt

- Town Engineer (2011 to Present)
- Numerous Roadways, Utilities, Parks, Structures, etc.

City of Rifle

- W. 5th Street Streetscape Improvements
- Graham Mesa (2) and Airport Potable Water Tanks

City of Aspen

- Public improvements attached to dozens of homes and commercial buildings throughout the city.

Garfield County

- Several Parking Lots in Glenwood Springs
- Rifle & South Glenwood Sand & Gravel Facilities
- Sweetwater Fire Station

Town of Basalt

- Compliance Inspections for Projects in CDOT ROW



GENERAL BACKGROUND

Steven joined the team of Boundaries Unlimited Inc. in 2008.

CONTACT

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WEBSITE:
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EMAIL:
steve@bu-inc.com

COMMUNITY AFFILIATIONS

DPA Global Design
Member of Kansas and Colorado
State Geology Societies

STEVEN L. SMITH, PLS

BOUNDARIES UNLIMITED INC.

Survey Manager, Construction Quality Control

PROFESSIONAL REGISTRATION

Colorado Registered Professional Land Surveyor, PLS #25642

EDUCATION

A.A.S. Civil Technology, Colorado State University - Pueblo

QUALIFICATIONS SUMMARY

Steven has over 30 years of experience in land surveying, engineering and construction quality control.

Steven's experience includes: managing the **BU** Survey Department; Field work consisting of rural and urban land surveying and construction staking; Office work consisting of research of public records, boundary calculations, field preparation, mapping and recordation; Construction Quality Control for municipal, commercial and residential improvements including potable/raw water, sanitary sewer, shallow utilities, streets, storm sewers and drainage systems; and Review of construction shop drawings and pay estimates.

RELEVANT PROJECT EXPERIENCE

City of Glenwood Springs & DDA

- 6th Street Streetscape Project
- Alley Blocks 43/44/45
- Numerous other surveys and roadway designs

Town of Silt

- Town Surveyor (2011 to Present)
- Q/C Inspector

City of Rifle

- W. 5th Street Streetscape Improvements
- Numerous other surveys Q/C inspections

Pitkin County

- Meadowood Subdivision
- Woody Creek Mobile Home Park

Garfield County

- Grand Hogback Exemption
- Seaton Subdivision
- Colborn Subdivision

Town of Basalt

- Basalt Hydro Electric Power Plant & Waterline



GENERAL BACKGROUND

Adam arrived in Western Colorado in 2017 after living in the remote regions of Uganda for 2.5 years while performing mission work. He met his wife there and together they discovered the flowing rivers and rising mountains of Colorado as they sought a place to call home.

Adam joined the BUI team soon after arriving and has used his Engineering and Technical background to provide design, drafting and technical support on a number of uniquely challenged projects.

CONTACT

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COMMUNITY AFFILIATIONS

River Churches
Wild Coffee – Non-Profit Design
Dry Hollow Maint. - Non-Profit Design

ADAM LEACH

BOUNDARIES UNLIMITED INC.

Design Engineer

EDUCATION

Miami University of Ohio, B.S. Manufacturing Engineering & Engineering Management.

QUALIFICATIONS SUMMARY

Adam has 6 years of experience in civil engineering, drafting and application processing. Throughout the many projects he has worked on, he has become extremely well versed in 3D site and utility design. He is also expanding his education into stormwater hydrology and architectural drafting.

Throughout Adams time at **BUI**, he has worked on commercial site/grading, onsite wastewater treatment systems, municipal street/utility improvements, water distribution systems, wastewater collection systems and large residential development.

NOTEWORTHY PROJECTS

Siena Lake PUD – Gypsum, CO

Design and drafting for a 570-unit residential subdivision on 170 acres. Design requirements include grading, road plans/profiles, drainage studies, deep and shallow utilities, and an irrigation pump system. This design is currently being reviewed by the Town with the goal of transforming a barren landscape above Costco into a thriving community for young professionals and active adults.

Cedar Crest – Glenwood Springs, CO

Design and drafting for the replacement of the potable water distribution system and roadways inside the Cedar Crest Subdivision. Design included road and waterline plans/profiles, minor sanitary sewer replacement, storm sewer and grading.

I-70 Sewer Boring – Silt, CO

Design for new sewer mains under I-70 and the 9th Street interchange. Design included protection of existing property, accommodation for boring equipment, plans/profiles, and sheet layout in accordance with the Colorado Department of Transportation.

8th Street and Front Street – Silt, CO

Design and drafting for the replacement of the potable water distribution system and public roadways in downtown. Design included road and waterline plans/profiles.



DHM DESIGN

JENNIFER DICUOLLO

Principal | Professional Landscape Architect (CO)

With a strong background in architectural studies, art, and landscape architecture, Jen believes in the transformative value of detail. She uses color, texture, and materiality to shape the client's experience and to define the personal expression of the space. She focuses on nature and uses natural elements as inspiration for the built environments that she helps shape.

ABOUT

EDUCATION

M. of Landscape Architecture, University of Colorado Denver, 2008
B. of Architectural Studies, Brown University, 2002
B. of Visual Arts, Brown University, 2002

CERTIFICATIONS

Professional Landscape Architect: Colorado

COMMITTEES

RVR Design Review Committee
January, 2014 - Present
Planning and Zoning Commission
Town of Carbondale, CO 2010 - 2018
Aspen Glen DRC 2021- Present

AREAS OF EXPERTISE

Residential Design
Ecological Design
River Restoration
Project Management
Public Process
Hot Springs Design
Healing Gardens

RECENT PROJECTS

Basalt Ave Highway 82 Underpass; Basalt, CO
Neale Avenue Improvements; Aspen, CO
Park and Brown Improvements; Aspen, CO
Portland Light Rail Vision; Portland, OR

NOTABLE WORK

Glenwood Hot Springs | Glenwood Springs, Colorado

CCASLA Merit Award for Design 2019

Glenwood Hot Springs hired DHM Design and Cloward H2O to design aquatic elements that would provide enhanced activities for children and families, honor the history of the site and European Spa character, and re-energize the 130+ year old facility. The chosen design includes an interactive fountain that is a splash-pad for all ages by day and a show fountain at night; a zero-entry toddler pool with interactive spouts and nozzles; a kid's pool with a waterfall, play area and three water slides; and an adventure river that is integrated into the slope of the hillside and simulates the thrill of tubing down a whitewater river. Each element was designed to elevate the visitor experience while respecting the resort's contextual and cultural history.

Basalt Underpass | Basalt, Colorado

DHM teamed with SGM, Inc to provide conceptual designs, public input process, and technical documentation to improve the pedestrian crossing experience at Basalt Avenue and Highway 82 in Basalt. The intersection is home to one of the most heavily used bus stops in the valley and is the primary means of access for residents on both sides of the highway to schools, recreational trails, and commercial uses. DHM worked with Basalt, CDOT, RFTA, and Pitkin County to create an underpass that serves the needs of the community and is an open, welcoming, and safe crossing.

Neale Avenue | Aspen, Colorado

DHM Design is working with the City of Aspen to identify and implement streetscape improvements to Neale Avenue. The highly popular Herron Park draws many visitors during the summer months and the regional Rio Grande Trail begins here. Current infrastructure has deteriorated, vehicular traffic typically exceeds the posted limit, and the parking and pedestrian circulation along the corridor are inadequate. The project will expand the safety and accessibility of this local favorite with streetscape and park edge improvements that calm traffic, provide intuitive circulation patterns, amend stormwater drainage, and enhance the aesthetic character of the corridor.



Shawn Brill, P.E., CEM

Shawn is a mechanical consulting engineer. He has over 40 years of experience designing HVAC systems for commercial, educational, and institutional buildings. He can produce construction drawings and specifications, as well as perform field reviews. He produces construction estimates and performs energy and life-cycle cost analysis. He is a certified code reviewer to perform code reviews of state building projects.

B.S. in Mechanical Engineering, Colorado State University, 1982

Registrations

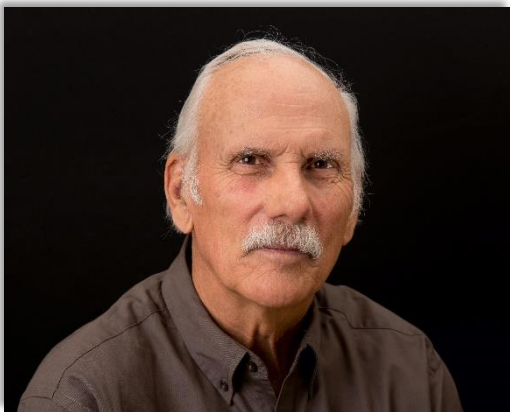
- Colorado
- New Mexico
- Wyoming

Affiliations

- ◆ ASHRAE
- ◆ AEE Certified Energy Manager
- ◆ ASME

Project Experience

- Montrose City Hall, Montrose, CO
- Mesa County Public Works, Grand Junction, CO
- Delta County Library, Delta, CO
- Department of Energy Bldg 7, Grand Junction, CO
- Telluride Library, Telluride, CO
- Grand Junction Fire Station #8, Grand Junction, CO
- Avalon Theater Upgrades, Grand Junction, CO



Art Donoho, P.E.

Art is the senior electrical engineer at Bighorn Consulting. He has experience designing electrical systems including power distribution, lighting, telephone and data, and fire detection and notifications. He has designed security and public address for commercial, educational, and institutional buildings. He has experience generating construction drawings and specifications. He is able to perform field reviews and generate construction cost estimates.

B.S. in Electrical Engineering, Colorado State University, 1978

Registrations

- Colorado
- Arizona
- New Mexico
- Utah
- Wyoming

Affiliations

- ◆ NCEES
- ◆ Illuminating Engineering Society

Project Experience

- Ridgway State Park Electrical, Ridgway, CO
- Pitkin County Airport EV Chargers, Aspen, CO
- Montrose Public Safety Complex, Montrose, CO
- Delta County Sheriff's Office Remodel, Delta, CO
- Loma Port of Entry, Loma, CO
- Aspen PD EV Chargers, Aspen, CO
- Rifle I-70 Gateway Lighting, Rifle, CO



Steven L. Pawlak, P.E.

Principal-in-Charge/
Project Manager

Education

Arizona State University
M.S., Civil Engineering, 1976

Arizona State University
B.S., Civil Engineering, 1972

Professional Registration

Registered Professional Engineer:
Colorado, Arizona
Certified Consulting Engineer: Colorado

Professional Affiliations

Past President Colorado Association of
Geotechnical Engineers (CAGE)

American Council of Engineering
Companies of Colorado (ACEC/CO)

American Society of Civil Engineers
(ASCE)

Qualifications Summary

Mr. Pawlak has over **40 years of experience** in geotechnical, geological engineering. He is responsible for planning and management of geotechnical and geologic assessments on private and public projects throughout western Colorado. He has extensive experience in special mountain terrain problems such as landslide stability analysis, hillside grading and groundwater drainage. His background includes design of foundations on expansive, collapsible and soft soils. He also supervises field technicians and engineers that perform construction observation, groundwater mitigation and slope movement instrumentation, and evaluates structures which have experienced distress.

Professional Experience

- Project Manager for several ski resort facilities projects, energy development facilities, commercial and residential developments, roadway and utility infrastructures, airport and municipal facilities, earthen embankments and water resources improvement projects.
- Mr. Pawlak's additional project experience includes: roadway grading through difficult terrain; use of special retaining walls and bridge structures; stabilization of roadway cut and fill slopes; major commercial, industrial, residential, and municipal water and wastewater treatment facilities; analysis and design of numerous low-head earthen dams for permanent storage, temporary detention and irrigation purposes; and foundation studies for design and installation of driven pile and drilled pier foundations for relatively small to large structures and bridges.
- **Bridge Replacement, County Road 151 & Sweetwater Creek** (Garfield County, CO): Project Manager for the geotechnical engineering study for the Bridge Replacement at County Road 151 and Sweetwater Creek. The project consisted of the existing 25-foot long bridge to be replaced with 20-foot wide arch culvert. One exploratory boring was drilled next to the bridge abutment to a depth of 31 feet into dense steam gravel. Spread footings to be placed on the natural soils was recommended for the arch culvert support.
- **Bridge Replacement, County Road 207 and Carr Creek** (Garfield County, CO): Project Manager for the geotechnical engineering study for the County Road 207 and Carr Creek bridge replacement. The project consisted of the existing 20-foot long bridge to be replaced with 20-foot wide arch culvert. Two exploratory borings were drilled next to the bridge abutments to a depth of 46 feet and up to 22 feet into bedrock. Spread footings to be placed on the natural soils was recommended for the arch culvert support.
- **New Bridge across Rifle Creek** (Garfield County, CO): Project Manager for the geotechnical engineering study for a new bridge to be constructed across Rifle Creek. The project consisted of a new single lane bridge to replace the existing creek ford location. Two exploratory borings were drilled near the bridge abutments to a depth of 26 feet into dense steam gravel. Spread footings to be placed on the natural soils was recommended for the bridge abutment support.
- **Fire Protection Facility** (Pitkin County, CO): Project manager for the geotechnical engineering, deep foundation installation monitoring, and observation and testing during the construction of the new fire protection facility for Starwood Metropolitan District.
- **Mountain Valley Water Storage Tank Replacement** (Aspen, CO): Project Manager for the geotechnical engineering study and evaluation of the existing geological conditions for the replacement of a water tank on a steep hillside above the Mountain Valley Development.



808 County Road 215
Parachute, CO 81635
970.285.2080

MK Hydrovac is a family-owned and operated business serving the construction and oil and gas industries for over 28 years. We've built a strong reputation for their commitment to safety, reliability, and customer satisfaction.

MK Hydrovac specializes in hydro-excavation, a non-destructive digging method that utilizes high-pressure water to safely expose underground utilities and infrastructure. This method minimizes the risk of damage to existing lines and pipelines, making it ideal for a variety of applications, including:

- Potholing and daylighting: Precisely locating and exposing underground utilities for repair or maintenance.
- Slot trenching: Creating narrow trenches for the installation of new utilities with minimal disruption.
- Tank cleaning: Safely cleaning and removing debris from storage tanks and vessels.

MK Hydrovac is a proud member of the community. We actively support local organizations and initiatives and are committed to operating in an environmentally responsible manner. Our hydro-excavation techniques help minimize soil disturbance and protect the environment.

We thoroughly enjoy working with private customers as well as general contractors and a wide range of municipalities. We strive to acquire and maintain cohesive working relationships along all lines of our job parameters.

With a focus on innovation and continuous improvement, MK Hydrovac is well-positioned for continued growth in the years to come. Our dedication to safety, quality, and customer service ensures that they remain a trusted partner for clients in the construction and oil and gas industries.

In a nutshell, MK Hydrovac is more than just a hydrovac company. We are a family-oriented business that provides a wide range of safe and efficient excavation and related services, all while being committed to their community and the environment.

For more information, please see our website: m-khydrovac.com

Heather Roberts, Business Development
970-986-0673
Heather.christensen@blac-frac.com

Date: January 10, 2024

To: Glenwood Springs City Council & Staff

From: Glenwood Springs Downtown Development Authority Board

Subject: MOU for 700 Block of Cooper Avenue Engineering Services Project Management

This Memorandum of Understanding (MOU) is made and entered into this Thursday, February 1, 2024 by the Glenwood Springs Downtown Development Authority (herein referred to as “DDA”) and the City of Glenwood Springs (herein referred to as “the City”) in order to complete work for the Engineering Services for the 700 Block of Cooper Avenue (herein referred to as “the Project”).

The purpose of this MOU is to set forth the roles and responsibilities of the City’s team and the DDA. The Project will be funded through the DDA.

Professional services will be completed by Boundaries Unlimited and their subconsultant team (herein referred to as “the Boundaries Team”). The contract for these services will be executed between the City and Boundaries Unlimited. Invoices for this work will be processed by the City’s Engineering Department after joint review between the DDA’s Executive Director and Engineering staff.

The DDA and the City agree to work together in a collaborative spirit and negotiate in good faith on all tasks and deliverables required for the Project.

ROLES AND RESPONSIBILITIES

DDA

The following shall be the roles and responsibilities of the DDA:

- The DDA’s roles and responsibilities will be executed by its Executive Director, Jillian Sutherland.
- The DDA will oversee the execution of the tasks pertaining to landscape architecture and aesthetics.
- The DDA will organize meetings as needed with the City Parks and Recreation Department for input on maintenance requirements to ensure feasibility of landscaping, street furniture and other aesthetic elements of the Project.
- The DDA Board will review design concepts for landscape architecture elements and aesthetic choices for the project after they have been assessed for feasibility by relevant City departments.
- The DDA will participate in scheduled calls with the Boundaries Team and City Staff, as appropriate.
- The DDA, in collaboration with the City, will review all project deliverables.
- The DDA is funding the contract with the Boundaries Team which will be executed between the City and Boundaries. The City will process invoices submitted by Boundaries after sharing them with the DDA for quick review.
- The DDA will serve as the lead on communication and outreach for the Project. This includes, but is not limited to, developing content for the project webpage on the City’s website and any business outreach materials.

City

The following shall be the roles and responsibilities of the the City:

- The City's roles and responsibilities will be led by the Engineering Department. The project manager from the DDA will be Ashley Dostal.
- The City will lead scheduled project management calls with the Boundaries Team, DDA and other City Departments, as appropriate.
- The City will support the DDA with communication and outreach for the project.
- The City will share any relevant information, previous plans or surveys related to the project with the Boundaries Team.
- The City will provide technical oversight around transportation improvements, utilities, signage, engineer cost estimates and plans.
- The City is responsible for sharing any materials produced (ex. design drawings) by the Boundaries Team to the DDA for review.
- The City will complete the final review for all Bid Documents and final deliverables.

DEDICATION OF RESOURCES

DDA's Contribution to the Project

The DDA has agreed to contribute up to \$199,774 in support of the Project. The DDA's monetary contribution is intended to pay for the scope of services outlined in the contract between Boundaries Unlimited and The City.

In addition, the DDA's Executive Director is available to support in the planning and completion of the Project and to complete all roles and responsibilities outlined above.

City's Contribution to the Project

The City will make their staff resources available to ensure that the Project is completed with high quality and in a timely manner according to the timelines set forth in the contract between Boundaries Unlimited and the City.

The DDA and the City understand that resources for the Project are limited and agree to use the available resources in a responsible, efficient and frugal manner.



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Resolution 2024-08; Ambulance Transport Rates

Action Requested: Adopt the increase in Ambulance Transport Rates proposal.

Department: Fire Department

Presented By: Gary Tillotson

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

Background Info: Staff is reviewing fees for services throughout the City. The Glenwood Springs Fire Department ambulance transport fees have not been adjusted in several years. This recommendation comes after a thorough examination of current rates in comparable resort towns and consultation with our billing partner, aligning with industry standards.

We participate in an annual Ambulance Cost Reporting submission to recover additional Medicare funds. Last year's submission yielded \$176,098 and revealed an average transport cost to the department of \$3,826, reinforcing the need for an increase in rates to move closer to covering actual operating costs. This constitutes the most comprehensive cost-reporting exercise undertaken by our department. This adjustment not only improves grant competitiveness but also retains a 7% discount for Glenwood Spring residents, recognizing their contribution through property taxes.

The schedule below consists of a flat transport fee plus an additional mileage charge that is applied for each mile that a patient is transported from the location of the incident to Valley View Hospital.

Service Description	Medicare	Current Rate	2024 Proposed Rate
BLS Base Rate – Resident	\$347 - \$555	\$700	\$1,030
BLS – Non-Resident	\$347 - \$555	\$875	\$1,100
ALS - Resident	\$416 - \$659	\$925	\$1,200
ALS – Non-Resident	\$416 - \$659	\$1,025	\$1,284
ALS2 - Resident	\$954	\$1,375	\$1,600
ALS2 – Non-Resident	\$954	\$1,450	\$1,712
Mileage	\$8.80 per mile	\$18 per mile	\$20 per mile

Issues: NA

Fiscal Impact: The department collects around \$350,000 after medicare discounts and an allowance for bad debt to offset some of the cost of transport. Adoption of this resolution would increase revenue by approximately 15%, or \$52,500 in our Fire EMS Fund.

Legal Review: Legal drafted the resolution.

Staff Recommendation: Adopt Resolution 2024-08 Ambulance Transport Fees effective March 1, 2024.

RESOLUTION 2024-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, AMENDING
GLENWOOD SPRINGS FIRE DEPARTMENT
AMBULANCE TRANSPORT RATES.**

WHEREAS, City staff recommends, and City Council agrees, that amending the Glenwood Springs Fire Department Ambulance Transport Rates as described on **Exhibit A** addresses certain operational needs of the Fire Department, the needs of the community, and the needs of the City, and;

WHEREAS, City Council finds that amending the Fire Department Ambulance Transport Rates as set forth on **Exhibit A** are necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the Glenwood Springs Fire Department Ambulance Transport Rates as set forth on **Exhibit A** attached hereto and incorporated herein, the effective date of the fees will be March 1, 2024.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF _____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

GLENWOOD SPRINGS FIRE DEPARTMENT AMBULANCE TRANSPORT RATES

Service Description	Medicare	2010 Rate	2024 Proposed Rate
BLS Base Rate – Resident	\$347. - \$555.	\$700.00	\$1030.00
BLS – Non-Resident	\$347. - \$555.	\$875.00	\$1100.00
ALS - Resident	\$416. - \$659.	\$925.00	\$1200.00
ALS – Non-Resident	\$416. - \$659.	\$1025.00	\$1284.00
ALS2 - Resident	\$954.00	\$1375.00	\$1600.00
ALS2 – Non-Resident	\$954.00	\$1450.00	\$1712.00
Mileage	\$8.80	\$18.00	\$20.00

From: [Greg Jeung](#)
To: [City Council](#)
Cc: [Gary Tillotson](#); [Mina Bolton](#)
Subject: Agenda items re: fire department
Date: Wednesday, January 31, 2024 4:16:01 PM

Caution! This message was sent from outside your organization.

Hello all,

Am so grateful to see two city council meeting agenda items related to the GSFD. I urge you to vote in favor of both the increase in ambulance transport rates and the sole procurement provider with Pierce for large fire apparatus.

One suggestion perhaps to consider is including in Resolution 2024-8 an “annual escalation” clause to the transport rates to maybe avoid needing to return to another council for approval of another “catch up” rate increase approval? I believe this may be already done or being considered with “impact fees” and other various fees levied by the city?

Many thanks to Chief Tillotson for researching and working with other staff to bring these important items to council for consideration and approval. Both were discussed at our recent Rural Fire District board meeting. The manufacturer lead time for delivery of new apparatus is of a very real concern, especially with current front line equipment in the 20+ year of in-duty status and recent difficulties experienced with sourcing replacement parts for same.

Thank you for your time and consideration,

Greg Jeung
GSRFD board member



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item:	Resolution 2024-09; Correcting Scrivener's Error in Resolution 2024-05
Action Requested:	Pass an updated resolution with the following corrections due to a scriveners' error when drafting the resolution. 1. In section 13.2, the comma after "shall be sold" is deleted. 2. In section 13.2, the words "a majority" after "unless and until" have been corrected to "most". 3. In section 13.19, the words "or mixed-use" were added after "approval of any residential". 4. Section 13.19 is placed before 13.2.
Department:	City Clerk
Presented By:	Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Council passed Resolution 2024-05; Setting an Election Date, on January 15th, 2024. This Resolution had the ballot language that was submitted in an approved petition. However, there were several clerical errors when the language was typed out into the resolution.
Issues:	
Fiscal Impact:	
Legal Review:	Legal has reviewed.
Staff Recommendation:	Changes are required to correct the ballot language that garnished the appropriate number of signatures for a special election.

RESOLUTION 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, CORRECTING SCRIVENER'S ERROR IN RESOLUTION CALLING A SPECIAL ELECTION TO OCCUR ON APRIL 23, 2024, AND REFERRING TO THE REGISTERED ELECTORS OF THE CITY OF GLENWOOD SPRINGS A QUESTION WHETHER SECTION 13.2 SHALL BE AMENDED AND A NEW SECTION 13.9 BE ADDED TO THE CITY OF GLENWOOD SPRINGS HOME RULE CHARTER.

WHEREAS, the City Council of the City of Glenwood Springs ("Council") adopted Resolution 2024-05 calling a special election to occur on April 23, 2024, and referring to the registered electors of the City of Glenwood Springs a question whether Section 13.2 shall be amended and a new Section 13.9 be added to the City of Glenwood Springs Home Rule Charter (the "Charter"); and

WHEREAS, the form of ballot has obvious scrivener or typographical errors compared to the ballot language circulated in the petition to amend the Charter; and

WHEREAS, Council desires to correct the scrivener error within the ballot language of Resolution 2024-05; and

WHEREAS, City Council finds and determines that it is in the public interest to correct the ballot language contained in Resolution 2024-05.

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.

Section 2. The form of the ballot adopted in Resolution 2024-05 shall be corrected as follows:

SHALL SECTIONS 13.2 and 13.19 OF THE CITY OF GLENWOOD SPRINGS HOME RULE CHARTER BE AMENDED AS SET FORTH BELOW, WITH NEW LANGUAGE IN **BOLD AND UNDERLINED** AND ~~STRIKE THROUGH~~ LANGUAGE DELETED?

Section 13.19 – Growth Accountability

Upon City approval of any annexation, or upon approval of any residential or mixed-use housing to be built on City owned land, Council shall, on its own motion, submit the ordinance, question, or issue to the electorate as provided in Article V of this Charter.

Any application for a development permit which includes more than four new dwelling units shall be subject to review by the Planning and Zoning Commission and by Council, and shall require approval by Council.

The City shall amend the City ordinances to be consistent with this Charter Amendment.

Sec. 13.2 - Restriction on sales of land and water rights.

Neither lands owned ~~and used~~ by the City ~~for park, airport, or governmental purposes~~, nor water rights, shall be sold or conveyed without an affirmative vote of a majority of the qualified electors. Nothing in this provision, however, shall prohibit the City from exchanging, or changing point of diversion of water rights without such vote.

The City shall continue to own, operate, repair, and maintain the Glenwood Springs municipal airport, including its facilities, improvements, and runway, in at least the general condition and configuration that existed on January 1, 2021, unless and until most of the qualified electors of the City approve the sale or permanent closure of the airport. Nothing in this provision shall (i) prohibit the City from constructing a tunnel under the airport runway, improving the airport, or extending the runway, or (ii) compel the City to use non-airport enterprise funds to operate, repair, maintain, or improve the airport.

_____ YES

_____ NO

Section 3. Upon an affirmative vote, the Charter shall be amended as set forth in Section 3 of this Resolution.

INTRODUCED, READ AND PASSED THIS _____ DAY OF _____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ingrid Wussow, Mayor

Ryan M. Muse, City Clerk

RESOLUTION 2024- 05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, CALLING A SPECIAL ELECTION TO OCCUR ON APRIL 23, 2024 AND REFERRING TO THE REGISTERED ELECTORS OF THE CITY OF GLENWOOD SPRINGS A QUESTION WHETHER SECTION 13.2 SHALL BE AMENDED AND A NEW SECTION 13.9 BE ADDED TO THE CITY OF GLENWOOD SPRINGS HOME RULE CHARTER.

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

WHEREAS, a member of the public has circulated a petition to amend the Charter in the manner set forth in Section 3 of this Resolution, below (the “Question”); and

WHEREAS, in accordance with the Charter, Municipal Code and State Statute the City Clerk has determined the petition contains sufficient signatures; and

WHEREAS, the City Council is required by Charter to refer such question to the registered electors of the City; and

WHEREAS, Section 2.4 of the Charter states that any special election shall be called by resolution or ordinance and set forth the purpose of such election.

WHEREAS, Section 13.14 of the Charter states that the Charter may be amended as provided in the Colorado Constitution; and

WHEREAS, City Council finds and determines that it is in the public interest to call a special election for the purpose of referring the Question to the electors.

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.

Section 2. Pursuant to the Glenwood Springs Municipal Charter, the City Council hereby calls a special election to be held on April 23, 2024.

Section 3. The form of the ballot shall be as follows:

SHALL SECTIONS 13.2 and 13.19 OF THE CITY OF GLENWOOD SPRINGS HOME RULE CHARTER BE AMENDED AS SET FORTH BELOW, WITH NEW LANGUAGE IN **BOLD AND UNDERLINE** AND **~~STRIKE THROUGH~~** LANGUAGE DELETED?

Sec. 13.2 – Restriction on sales of land and water rights.

Neither lands owned ~~and used~~ by the City ~~for park, airport, or governmental purposes~~, nor water rights, shall be sold, or conveyed without an affirmative vote of a majority of the qualified electors. Nothing in this provision, however, shall prohibit the City from exchanging, or changing point of diversion of water rights without such vote.

The City shall continue to own, operate, repair, and maintain the Glenwood Springs municipal airport, including its facilities, improvements, and runway, in at least the general condition and configuration that existed on January 1, 2021, unless and until a majority of the qualified electors of the City approve the sale or permanent closure of the airport. Nothing in this provision shall (i) prohibit the City from constructing a tunnel under the airport runway, improving the airport, or extending the runway, or (ii) compel the City to use non-airport enterprise funds to operate, repair, maintain, or improve the airport.

Sec. 13.19 – Growth Accountability.

Upon City approval of any annexation, or upon approval of any residential housing to be built on City owned land, Council shall, on its own motion, submit the ordinance, question, or issue to the electorate as provided in Article V of this Charter.

Any application for a development permit which includes more than four new dwelling units shall be subject to review by the Planning and Zoning Commission and by Council, and shall require approval by Council.

The City shall amend the City ordinances to be consistent with this Charter Amendment.

_____ YES

_____ NO

Section 4. Upon an affirmative vote, the Charter shall be amended as set forth in Section 3 of this Resolution.

INTRODUCED, READ AND PASSED THIS _____ DAY OF _____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ingrid Wussow, Mayor

Ryan M. Muse, City Clerk

WARNING: IT IS AGAINST THE LAW:

For anyone to sign any petition with any name other than his or her own or to knowingly sign his or her own name more than once for the same measure or to sign such petition when not a registered elector.

DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR:

Do not sign this petition unless you have read or had read to you the text of the proposal in its entirety and understand its meaning.

**PETITION TO AMEND CHARTER OF
CITY OF GLENWOOD SPRINGS**

Pursuant to Section 13.14 of the Charter of the City of Glenwood Springs ("Charter") and C.R.S. §31-2-210, this Petition is being circulated to registered electors of the City of Glenwood Springs, Colorado ("City"), to petition for the amendment of Article XIII of the Charter. by the addition of Section 13.19 and revision of Section 13.2, at a special election to be held on or about May 7, 2024. The proposed change to Article 13 of the Charter is set forth below, with new language in **bold and underlined**; deletions are struck-through (~~deletions~~):

Section 13.19 – Growth Accountability

Upon City approval of any annexation, or upon approval of any residential or mixed-use housing to be built on City owned land, Council shall, on its own motion, submit the ordinance, question, or issue to the electorate as provided in Article V of this Charter.

Any application for a development permit which includes more than four new dwelling units shall be subject to review by the Planning and Zoning Commission and by Council, and shall require approval by Council.

The City shall amend the City ordinances to be consistent with this Charter Amendment.

Sec. 13.2 - Restriction on sales of land and water rights.

Neither lands owned ~~and used~~ by the City ~~for park, airport, or governmental purposes~~, nor water rights, shall be sold or conveyed without an affirmative vote of a majority of the qualified electors. Nothing in this provision, however, shall prohibit the City from exchanging, or changing point of diversion of water rights without such vote.

The City shall continue to own, operate, repair, and maintain the Glenwood Springs municipal airport, including its facilities, improvements, and runway, in at least the general condition and

(--- continued ---)

WARNING: IT IS AGAINST THE LAW:

For anyone to sign any petition with any name other than his or her own or to knowingly sign his or her own name more than once for the same measure or to sign such petition when not a registered elector.

DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR:

Do not sign this petition unless you have read or had read to you the text of the proposal in its entirety and understand its meaning.

configuration that existed on January 1, 2021, unless and until most of the qualified electors of the City approve the sale or permanent closure of the airport. Nothing in this provision shall (i) prohibit the City from constructing a tunnel under the airport runway, improving the airport, or extending the runway, or (ii) compel the City to use non-airport enterprise funds to operate, repair, maintain, or improve the airport.

The name and address of the four registered electors who shall represent the signers of this Petition in all matters affecting the same are the following:

1. Jonathan Banks, 1015 Park West Drive, Glenwood Springs, CO 81601
2. Richard Todd, 616 Cowdin Drive, Glenwood Springs, CO 81601
3. Stephanie Davis, 716 Cowdin Drive, Glenwood Springs, CO 81601
4. David Malehorn, 2407 Palmer Avenue, Glenwood Springs, CO 81601



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Ordinance 2024-03; Amending the 2024 Budget Appropriation (One Reading)

Action Requested: Ordinance Approval

Department: City Administration

Presented By: Steve Boyd

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: Each year budgets are reviewed by Council in work sessions prior to submittal in October. Staff does not make any material changes to a budget once its been submitted. We have expenditures that need to be carried into the next year, things that Council approves after budget submittal and things not correctly accounted for in the 2024 budget. We amend the budget about 4 times a year to accommodate these changes.

Issues: None

Fiscal Impact: Please see the itemized Exhibit A attached.

Legal Review: Legal approves the Ordinance.

Staff Recommendation: Staff recommends approval.

ORDINANCE NO. 03

Series of 2024

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, AMENDING THE 2024 APPROPRIATION ORDINANCE
TO REFLECT CARRYOVERS FROM THE 2023 BUDGET,
REALLOCATION OF FUNDS, AND EXPENDITURES APPROVED
AFTER SUBMISSION OF THE 2024 BUDGET.**

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS 1st DAY OF FEBRUARY, 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ingrid Wussow, Mayor

Ryan Muse, City Clerk

Exhibit A
Ordinance 2024-03 Budget Amendment

Fund	Org	Object	Increase	Decrease	Decription	Account
<u>General</u>						
	01153	51710	\$25,000		Polling for Street Tax Renewal	Professional Services (Streets)
	01141	51710	\$10,645		Carryover for Cleer contract for ECAP (split with Electric)	Professional Services (Comm Dev)
	01141	52855	\$140,869		Affordable Housing Development Incentives (Habitat - 8th and Midland)	Affordable Housing
	0125050	42412	\$7,535.94		Plan Review Grant Revenue	Plan Review
	0125030	42110	\$11,593.75		Building Permit Fee Grant Revenue	Building Permit Fees
	0125050	4241	\$200.00		Final Plan Fee Grant Revenue	Final Plan Fees
	0125050	42412	\$13,479.84		School Land Decication Fee Revenue	Plan Check and Record Fees
<u>Street Tax</u>						
	1330	60000	\$79,516		Carryover from Meadows to complete project	Projects
	1330	60000	\$109,318		Carryover from Red Mountain North Phase 1 to complete project	Projects
<u>Water</u>						
	2145	60000	\$100,000		Carryover Blake Avenue Design Fees	Projects
	21420	59520	\$60,000		Carryover rapid mixer replacement not sourced in 2023	Capital Outlay
	21420	59520	\$60,000		Carryover for UV replacement received in 2024	Capital Outlay
	2145050	42570	\$24,543.00		Water Improvement Fee Grant Revenue	Water Improvement Fees
	2146050	42580	\$26,382.00		Sewer Improvement Fee Grant Revenue	Sewer Improvement Fees
<u>Electric</u>						
	24220	51710	\$10,645		Carryover for Cleer contract for ECAP (split with Comm Dev)	Professional Services
	24220	54610	\$15,000		Increase in energy conservation from \$140,000 to \$155,000	Energy Conservation
	2450	60000	\$50,000		Carryover for Red Mountain South undergrounding	Projects
	2450	60000	\$600,000		Carryover for Cardnell Substation	Projects
	24999	55910	\$240,000		Carryover for Bucket Truck to arrive in 2024 instead of 2023	Transfer to Fleet
<u>Capital Projects Fund</u>						
	3130030	42425	\$32,998.86		Parkland Dedicaton Fee Grant Revenue	Parkland Fee-in-lieu
<u>A&I</u>						
	3300060	43710	\$4,000,000		South Bridge contribution from RFTA	Contributions/Donation
	3330	60000	\$5,000,000		South Bridge right of way acquisition and engineering	Projects
<u>Fleet Fund</u>						
	6450070	44390	\$240,000		Carryover transfer from Electric to Fleet for Bucket Truck	Transfer to Fleet
	64110	59520	\$240,000		Carryover purchase of Electric Bucket Truck	Capital Outlay
<u>Fire Equip</u>						
	7020030	42590	\$9,566.36			
<u>DDA</u>						
	8630	60000	\$199,774		Carryover from 2023 for Cooper Street Design	DDA Projects



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Resolution 2024-07; Sole Source Purchase for a New Fire Truck

Action Requested: Approval to Sole Source Fire Engine

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Ensure Public Safety

Background Info: Over the past 30 years of handling requests for proposals for fire engines, I've consistently found that Pierce Manufacturing remains the lowest responsible bidder for various apparatus. This track record convinces me that choosing Pierce as our sole source provider continues to offer the best value for every dollar we spend. Opting for Pierce in this capacity provides the unique opportunity to bypass the often time-consuming bidding process, which can take up to a couple of months.

By naming Pierce as our sole source provider, we can expedite the procurement process and acquire fire apparatus in a more timely manner. Currently, a custom-built fire engine takes a lengthy 50 months from order placement to delivery. On the other hand, stock units from the Pierce production line become available more frequently. If we order them when they are listed, we could receive a fire engine in approximately one year. This is a significant reduction compared to the standard waiting time.

When a stock unit becomes available on the dealer list from Pierce Manufacturing, it is shared with dealers nationwide. This gives our fire department, working in collaboration with the city manager, the chance to make swift decisions. This approach could significantly benefit the department by allowing us to receive a fire engine in just 13 months instead of the usual 50 months.

In essence, my recommendation to name Pierce as our sole source provider is based on their consistent reliability, cost-effectiveness, and the substantial time savings they offer in the procurement process.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: Staff supports a sole supplier.

RESOLUTION 2024 -07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING THE SOLE SOURCE PROCUREMENT OF FIRE APPARATUS AND EQUIPMENT.

WHEREAS, the Glenwood Springs Charter authorizes the City Council of the City of Glenwood Springs to enter into contracts for the sole source procurement of goods and services; and

WHEREAS, the Glenwood Springs Fire Department is in need of replacing multiple fire apparatus including engines, aerials and tenders; and

WHEREAS, due to supply chain and manufacturing lead times the normal process of providing custom specifications and soliciting bids will result in delivery times exceeding five years; and

WHEREAS, due to the age and need for replacement of various fire apparatus a delay of five years places the life, health and safety of firefighters and the public at risk; and

WHEREAS, if the City authorizes a sole source procurement and utilizes standard specifications lead times can be reduced from five years to twelve to eighteen months; and

WHEREAS, the engine(s) and equipment must be obtained as soon as possible include Type 1 Engines, Aerial Apparatus and Water Tenders; and

WHEREAS, following a good faith review of available fire engines and equipment and the recommendations of Front Range Fire, the City has determined that Pierce is the most affordable and compatible source of fire engines and equipment that best meets the City's needs; and

WHEREAS, the City Council finds and declares that the foregoing is sufficient justification to authorize the sole source procurement of fire engines and equipment.

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

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

Section 2. The City Manager or other appropriate City Official is authorized to contract with Pierce either directly or through authorized Pierce representatives in an amount not to exceed amounts budgeted, appropriated and available for the acquisition of Type 1 Engines, Aerial Apparatus and Water Tenders.

INTRODUCED, READ AND PASSED THIS 1ST DAY OF FEBRUARY 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

From: [Greg Jeung](#)
To: [City Council](#)
Cc: [Gary Tillotson](#); [Mina Bolton](#)
Subject: Agenda items re: fire department
Date: Wednesday, January 31, 2024 4:16:01 PM

Caution! This message was sent from outside your organization.

Hello all,

Am so grateful to see two city council meeting agenda items related to the GSFD. I urge you to vote in favor of both the increase in ambulance transport rates and the sole procurement provider with Pierce for large fire apparatus.

One suggestion perhaps to consider is including in Resolution 2024-8 an “annual escalation” clause to the transport rates to maybe avoid needing to return to another council for approval of another “catch up” rate increase approval? I believe this may be already done or being considered with “impact fees” and other various fees levied by the city?

Many thanks to Chief Tillotson for researching and working with other staff to bring these important items to council for consideration and approval. Both were discussed at our recent Rural Fire District board meeting. The manufacturer lead time for delivery of new apparatus is of a very real concern, especially with current front line equipment in the 20+ year of in-duty status and recent difficulties experienced with sourcing replacement parts for same.

Thank you for your time and consideration,

Greg Jeung
GSRFD board member



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item:	Pay-as-you-Throw Opt Out
Action Requested:	Decision on whether residents can opt out of the Pay-as-you-Throw (PAYT) program.
Department:	Public Works
Presented By:	Matthew Langhorst, Elizabeth Mauro
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life
Background Info:	The City of Glenwood Springs implemented a Pay-As-You-Throw (PAYT) program city wide at the end of 2023. It took a couple of months, but the program is now fully up and running and the bugs we experienced at first have been worked out. One of the remaining items to discuss is, can a resident opt out of the program if they handle their own trash services, or if they have a financial need that does not allow them to pay the minimum fee of \$10.80 for the small trash service. An opt-out would not allow the resident to just hire another company, it would mean that they physically have to handle their own trash and recycling. Some residents do prefer to handle their own trash, and they probably do a good job of it. Some residents state that they use the recycling center to keep costs down, but the recycling center is a city program in itself, and part of the money from the PAYT program helps pay to keep it open. Thus, a resident who does not want to participate in PAYT should not be allowed to use the recycling center due to that person not helping pay for the recycling center program. Also, if a person does not want to participate in the PAYT program, then that person should also not be allowed to use the Green Waste program in the summer, the leaf collection program in the fall, the Christmas tree collection program at the first of the year or the hazardous waste day program, all of which are paid either fully or partially by the funds from PAYT. Staff can create a document that a resident can fill out that states why they do not want to participate, describes what they do with their trash and recycle and explains why they cannot financially afford to help pay into all the programs that the city runs. The form would also make the resident aware that they cannot participate in these other programs if they opt out. The City of Fort Collins has an opt out program, but that program charges the resident \$11.10 to opt out per month. They do this to keep the hauling contract as linear as possible for the haulers to bid on and help staff determine expected revenue to be generated from the program. Carbondale runs the same program as Glenwood does, but they do not have an opt out of any kind. Lafayette runs a PAYT program also, they charge customers \$16.50 to opt out per month which is their lowest fee associated with the program. It seems that if an opt out is available, the paperwork needs to thoroughly describe why the resident would like to opt out, where and how their trash will be removed, if they cannot afford the program why and back that information up with some kind of financial information and the form should check mark that the resident understands they cannot use the other city programs that are paid for by the PAYT program.
Issues:	None at this time, we currently have 23 people on the opt out if they can list.
Fiscal Impact:	This would reduce income into the program.
Legal Review:	The city can legally require people to either participate in the program or pay an opt out fee.

Staff Recommendation: Staff would like to open up this topic for discussion with council. Staff is not in favor of an opt out, but does understand why the question is being asked.



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: South Bridge Update

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: Engineering will present an update on activities that have occurred since the work shop on January 18th. Updates to council will include:
1. Meetings with CDOT and FHWA
2. Meetings with stakeholders
3. ROW acquisition and design appropriation

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
February 1, 2024

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: