



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MARCH 7, 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

- | | | |
|------|--|------------------------|
| 4:00 | 1. Council Work Session on Tourism Promotion Board | Information/Discussion |
| 4:45 | 2. Airport Lease Update | Information/Discussion |
| 5:15 | 3. Lookout Mountain Solar Array | Information/Discussion |

ZOOM INSTRUCTIONS

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88384162872?pwd=cTFoSHNwbTA0dWwyQTB1VmhySTNTUT09>

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REGULAR SESSION

- | | | |
|------|--|------------------------|
| 6:15 | 4. Roll Call | |
| | 5. Agenda Changes & Conflicts | |
| | 6. Council Announcements | |
| | 7. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes) | |
| | 8. Consent Agenda | Information/Discussion |
| | A. February 15, 2024 City Council Minutes | |
| | B. Arts and Culture Board Appointments | |
| | C. Financial Advisory Board Appointment | |
| | D. Historic Preservation Commission Appointment | |
| | E. River Commission Appointment | |
| | F. Victim's and Witnesses Assistance and Law Enforcement (VALE) Board Appointments | |
| | G. Award Bid 2024-02Q Three Phase Transformers | |
| | H. Award Bid 2024-06Q Underground Primary Cable | |
| | I. Intergovernmental Agreement with Garfield County Regarding the April 2024 Special Election | |

- J. Agreement for Polling Services Related to the Street and Infrastructure Tax
- K. Supplemental Appropriation in Water Fund
- L. Resolution 2024-13 Canceling First Regular Meeting in July, 2024

ACTIONS AND/OR PRESENTATIONS

- | | |
|---|------------------------|
| 9. Update from Mind Springs on the progress of Detox Center | Information/Discussion |
| 10. Update from Roaring Fork Outdoor Volunteers (RFOV) | Information/Discussion |
| 11. South Bridge Update | Information/Discussion |
| 12. Council Comments | |
| 13. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 14. Council Social Event Location | Information Only |
| 15. Adjournment | |

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City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Council Work Session on Tourism Promotion Board

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Generate Sustainable Economic Development

Background Info: Council requested a work session

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item:	Airport Lease Update
Action Requested:	NA
Department:	Attorney
Presented By:	Richard Peterson-Cremer
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	Council has been working with a group of airport users to enter a lease agreement for the group to manage the airport property.
Issues:	This is an update on progress and an opportunity to discuss outstanding items. The draft has been updated to acknowledge the evolving nature of the South Bridge Project and its potential impacts on airport operations and the configuration of the leased premises.
Fiscal Impact:	Unknown at this time. No additional appropriation will be needed.
Legal Review:	Legal has been drafting the agreement.
Staff Recommendation:	NA

AIRPORT LEASE AND CONCESSION AGREEMENT

This LEASE AND CONCESSION AGREEMENT is made this ____ day of _____ 202__, between THE CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality, (the “City”), and _____, (the “Lessee”).

RECITALS

A. The City owns and operates the GLENWOOD SPRINGS MUNICIPAL AIRPORT, located in Garfield County, State of Colorado, (the “Airport”).

B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of managing day-to-day airport operations, erecting new and/or managing existing aircraft hangars owned by Lessee and others for the storage of aircraft, making other improvements to the Airport premises, and maintaining all existing improvements and facilities currently owned and operated by the City.

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

1. PREMISES. The City hereby leases to Lessee the parcel of land and those improvements located thereon owned by the City commonly known as the Glenwood Springs Municipal Airport, Garfield County Colorado as more fully described on **Exhibit A** attached and made part hereof (the “Premises”).

2. CONCESSION.

a. The City hereby grants to Lessee the right to use the Premises for the purposes of operating the Airport as a public airport in accordance with the Glenwood Springs Charter and Municipal Code and applicable state and federal laws, all as may be amended from time to time (the “Concession”). The City agrees that Lessee shall be entitled to all revenue generated by the operation of this Concession, provided however, Lessee shall remit [] % of annual gross revenues] from operation of the Concession (the “Consideration”) to the City as consideration for such Concession and this Lease. The Consideration shall be paid in arrears annually on or before February 1st of each year of the Term. At the time the annual Consideration is paid, Lessee will also provide the City with financial statements for the immediately preceding year.

b. Prior to the effective date of this Lease, the City spent \$ _____ from its general fund to improve the Premises for Airport operations (the “General Fund

Loan”). The parties agree that the General Fund Loan will be repaid by Lessee in accordance with the payment schedule set forth on **Exhibit B** to this Lease.

3. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this Agreement shall commence on the ____ day of _____ 202__, and end on the ____ day of _____ 205__ (the “Initial Term”). In the event of an airport closure for the construction of a tunnel under the runway, the term of this Agreement shall toll for the period of such closure.

4. FIRST RIGHT OF REFUSAL TO RENEW AGREEMENT. Lessee shall have the first right of refusal to renew this Agreement on the condition that Lessee is not in default hereunder at the time of such renewal and provided the renewal term does not exceed ten years. To renew this Agreement under the first right of refusal, Lessee shall provide a minimum of six months written notice to the City prior to the expiration of the Initial Term stating Lessee's desire to exercise its first right of refusal. The terms and conditions contained herein shall remain in full force and effect during any renewal of this Agreement unless otherwise agreed between the parties hereto.

5. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this Agreement, Lessee shall have the right to remove any improvements erected by Lessee on the premises during the Initial Term or any renewal. Lessee, upon removal of any improvements, shall restore the land to as good a condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty days from termination of this Agreement. Lessee hereby consents and agrees that any improvements remaining on the premises after the termination date of this Lease shall, at the option of the City, be deemed abandoned and owned by the City without any claim or right whatsoever in Lessee.

6. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

- a. Storage of aviation related equipment;
- b. Non-Aviation storage as an incidental use on the condition the space is principally used for aviation purposes;
- c. Subleasing of space for commercial and noncommercial aviation-related activities;
- d. Establishment of a fixed-base operator;
- e. Conduct of public events such as air shows.

f. Fuel sales.

7. CONSTRUCTION – IMPROVEMENTS. Lessee may make improvements (including signage) on the Premises in accordance with the Glenwood Springs Municipal Code, as may be amended from time to time.

8. OBLIGATIONS OF LESSEE.

a. Lessee agrees to operate the Airport in a professional manner.

b. Lessee shall be solely responsible for all costs or charges for utility and other services required or procured by the Lessee during the term of this Agreement.

c. Lessee agrees to maintain the demised premises in a neat, orderly, and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Agreement.

d. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, on other City property outside the boundaries of the leased areas without prior consent of the City, except when such equipment or property is in the process of being loaded or unloaded.

e. Lessee agrees at its own expense to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat, orderly, and safe condition at all times, which shall also include the obligation to perform maintenance on airport operations facilities including but not limited to the runway, taxiway, aprons, lights, and communications systems, as well as day-to-day mowing and snow removal on the premises. Should the Lessee fail to repair and maintain the leased premises in proper condition, the City shall notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance, or in the case of a more complex repair, provide a remedial plan, within thirty days after the notice has been sent, the City may cause such repair or maintenance service to be made. Lessee agrees to pay all City's costs incurred thereby and reimburse the City therefore on demand. If said costs and expenses are not paid within thirty days after demand therefore, this Agreement shall be deemed to be in default and the City shall be entitled to all legal remedies provided hereunder, including termination of this Agreement.

f. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards, or nuisances on the premises. Should the Lessee fail to remove or abate said

hazard or nuisance after being notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in subparagraph e above.

g. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed, or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the City harmless from and against any and all claims, demands, costs, and expenses of any nature whatsoever from any such work done, labor performed, or materials furnished.

h. Lessee shall obey all applicable rules, regulations, ordinances, and laws that may be from time to time promulgated by the City, State and Federal Government or agency thereof.

i. Lessee agrees to cause to be removed from the premises at its own expense all waste, garbage and rubbish and agrees to deposit the same in a manner that ensures its proper disposal.

9. INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify, and hold harmless the City, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the City, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the acts or omissions of the Lessee, its officers, agents, employees or guests in their use or misuse of the demised premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the City, which relate to or arise out of the occupancy or use of the demised premises, or any obligations contemplated, or other rights granted under this Agreement. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the City as a result of any injuries or damages, including reasonable attorney fees, attributable to the Lessee, or its officers, agents, employees or licensees, which arise out of the occupancy or use of the demised premises.

10. CITY ORDINANCES. Lessee hereby acknowledges the applicability of the Glenwood Springs Charter and Municipal Code to this Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said charter or code provision applies to persons such as Lessee herein, to comply with such provisions as now in effect or as it may be amended during the term of this Agreement or any renewal. Lessee further acknowledges the applicability and agrees to assist in the enforcement of the City of Glenwood Springs Airport Minimum Standards for Aeronautical Activities, attached hereto as **Exhibit C**.

11. INSURANCE. At all times while this Lease is in effect, the City shall maintain insurance on the Premises. As partial performance of the obligations assumed under paragraph 9, (INDEMNIFICATION AND HOLD HARMLESS) hereof, Lessee agrees to reimburse the City for all insurance costs attributable to the Premises. The above insurance policy or policies shall contain an endorsement which provides that the Lessee is named insured as it pertains to said leasehold.

Any insurance policies Lessee may elect to secure to provide the coverages which affect the leasehold premises shall require each insurer to notify the City by registered or certified mail of any modification, termination, or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination, or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the City. In addition to any other requirements of this Agreement, the Lessee shall notify the City of any modification which affects the leasehold premises, termination, or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination, or cancellation.

Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the City. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Agreement; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the City hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or in any manner connected with or attributed to the acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

12. PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and conduct of airport operations. Lessee shall comply with all applicable federal, state, and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

13. ASSIGNMENT. Lessee shall not assign this Agreement, without prior written approval from the City. Lessee shall not sublease any part of the Premises without prior written approval of the City, which approval shall not be unreasonably withheld; provided, however, that Lessee may lease or sublease any hangars now or hereinafter located on the premises without prior approval from the City. All subleasees shall be in a form approved by the City. Lessee shall reimburse the City for actual costs incurred to review any sublease. The City hereby agrees that this Agreement may be assigned as security for any hangar construction related loan required by

Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the City consents to further assignment to any person, firm, or corporation which is fully competent and has the necessary facilities, experience, and financial resources to perform the obligations contained in this Agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

14. RIGHT OF ENTRY AND INSPECTION. The City hereby reserves the right to enter into and upon the Premises and any improvements thereon owned by the City at all reasonable times and for all reasonable purposes with reasonable prior notice. The City or its designated representative shall have the right to exercise this right of inspection.

15. GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

a. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

b. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.

c. The City reserves the right to close the airport or a portion thereof for the period deemed necessary by the City for the construction of a tunnel under the airport runway.

d. The City reserves the right to close the airport in the event of a declared local disaster emergency and, at the City's sole discretion, use it for aeronautical or nonaeronautical purposes. The duration of such closure shall not exceed the declaration of a local disaster emergency under state law and shall toll the term of this Agreement.

16. THE CITY'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by the City, this Agreement shall be subject to cancellation by the City should one or more of the following events occur:

a. If the Lessee fails to pay when due the whole or any part of the Consideration and such default continues for sixty (60) days after the City has demanded payment in writing.

b. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after sixty (60) days written notice from the City or ten (10) days if the default constitutes a risk to the health or safety of others, then and in such event the City shall have the right at once to declare this contract terminated.

c. The City reserves the right to terminate this Agreement in the event City voters approve the closure of the Airport at a duly-held election pursuant to Section 13.2 of the City Charter.

17. LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this Agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

a. The permanent and complete abandonment of the airport as an aviation facility.

b. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least ninety days.

c. The breach by the City of any terms, conditions, and covenants of this Agreement to be kept, performed, and observed by the City and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

18. SOUTH BRIDGE. Lesse acknowledges that the City intends to construct a bridge across the Roaring Fork River ("South Bridge") in a location that may interfere with the operations of the airport and require modification of this Agreement as follows:

a. The Parties agree to amend Exhibit A to this agreement in the event that construction plans are approved that require alteration of the Premises in order to accommodate the construction of South Bridge.

b. Lessee agrees not to engage in opposition to any governmental regulatory processes relating the South Bridge, including but not limited to that occurring under the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*

19. FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, pandemic, strikes, or lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Agreement.

20. DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Agreement so that the same cannot be repaired within ninety working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the City or the Lessee may, within fifteen working days after the ninety working days after the happening of such casualty, terminate this Agreement as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the City be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Agreement as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

21. COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In the event either the City or the Lessee commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

22. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23. ABANDONMENT. If the Lessee shall abandon the premises or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall at the option of the City be deemed to have been transferred to the City; and the City shall have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

24. UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated, or maintained on the demised premises, nor shall business be conducted or carried

on therein in violation of the terms of this Agreement or any applicable law, statute, ordinance, regulation, rule, or order of any governmental agency having jurisdiction hereover.

25. BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the City) such action shall constitute a breach of this Agreement for which the City at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Agreement.

26. TAXES AND ASSESSMENTS. Lessee shall pay, before delinquency, all taxes, license fees, assessments, and other charges which are levied and assessed against and upon the premises, fixtures, equipment, or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the City with satisfactory evidence of these payments upon demand from the City. Lessee acknowledges that this Agreement may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

27. MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Agreement into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

28. AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

29. SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

30. WAIVER OF RIGHTS. The failure of the City to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the City may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

31. NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the City and the Lessee shall be addressed as follows:

To City:

To Lessee:

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

32. HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Agreement in the event Lessee holds over after the term provided in this Agreement expires.

33. TIME. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

CITY OF GLENWOOD SPRINGS:

By: _____
Steve Boyd, City Manager

ATTEST:

Ryan Muse, City Clerk

[Remainder of page intentionally left blank]

LESSEE:

By: _____

Title: _____

STATE OF _____)

) ss

County of _____)

The foregoing was acknowledged before me this ____ day of _____ 202____, by
_____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Glenwood Springs Airport Financial Pro-Forma

Revenue	Increase	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fuel Sales	5.0%	\$200,000	\$210,000	\$220,500	\$231,525	\$243,101	\$255,256	\$268,019	\$281,420	\$295,491	\$310,266
Land Leases	4.0%	\$32,000	\$33,280	\$34,611	\$35,996	\$37,435	\$38,933	\$40,490	\$42,110	\$43,794	\$45,546
Building Leases	5.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long Term Tie Downs	5.0%	\$8,000	\$8,400	\$8,820	\$9,261	\$9,724	\$10,210	\$10,721	\$11,257	\$11,820	\$12,411
Transient Tie Downs	5.0%	\$3,500	\$3,675	\$3,859	\$4,052	\$4,254	\$4,467	\$4,690	\$4,925	\$5,171	\$5,430
Grants											
Donations		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Fuel Flowage	5.0%	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$1,276	\$1,340	\$1,407	\$1,477	\$1,551
Total Revenue=>		\$254,500	\$266,405	\$278,892	\$291,991	\$305,731	\$320,143	\$335,261	\$351,119	\$367,753	\$385,203

Expenses

Employee Wages	4.0%	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794	\$48,666	\$50,613	\$52,637	\$54,743	\$56,932
Employee Benefits	10.0%	\$4,000	\$4,160	\$4,326	\$4,499	\$4,679	\$4,867	\$5,061	\$5,264	\$5,474	\$5,693
Fuel Expense	68.0%	\$136,000	\$142,800	\$149,940	\$157,437	\$165,309	\$173,574	\$182,253	\$191,366	\$200,934	\$210,981
Credit Card Fee	1.0%	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105	\$5,360	\$5,628	\$5,910	\$6,205
Fuel Flowage Charge	5.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	5.0%	\$5,500	\$5,775	\$6,064	\$6,367	\$6,685	\$7,020	\$7,371	\$7,739	\$8,126	\$8,532
Insurance	5.0%	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763	\$13,401	\$14,071	\$14,775	\$15,513
Supplies	5.0%	\$1,000	\$1,050	\$1,103	\$2,755	\$2,893	\$3,038	\$3,189	\$3,349	\$3,516	\$3,692
Repair and Maintenance	5.0%	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763	\$13,401	\$14,071	\$14,775	\$15,513
Rent/Lease	5.0%	\$6,800	\$7,140	\$7,497	\$7,872	\$8,265	\$8,679	\$9,113	\$9,568	\$10,047	\$10,549
Capital Expenses											
General Fund Repayment	0.0%	\$28,000	\$29,400	\$30,870	\$32,414	\$34,034	\$35,736	\$37,523	\$0	\$0	\$0
Revenue Share	5.0%	\$2,545	\$2,672	\$2,806	\$2,946	\$3,093	\$3,248	\$3,411	\$3,581	\$3,760	\$3,948
Total Expenses=>		\$247,845	\$259,797	\$272,330	\$287,068	\$300,926	\$315,458	\$330,695	\$307,274	\$322,059	\$337,560
Net Income=>		\$6,655	\$6,608	\$6,563	\$4,923	\$4,805	\$4,685	\$4,565	\$43,844	\$45,694	\$47,643



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: February 15, 2024 City Council Minutes

Action Requested: February 15, 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
FEBRUARY 15, 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 5. 3:57 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; Police Chief Joe Deras; Yvette Gustad, Finance Director; Ryan Muse, City Clerk; Hannah Klausman, Director of Economic and Community Development; Ryan Gordon, City Engineer; Karl Hanlon, City Attorney; Sara and Bryana Starbuck, Public Information Officer, Fire Chief Gary Tillotson, and City Engineer Ryan Gordan.

Item 6. 4:13 Agenda changes and conflicts

Item 13 from the agenda was removed.

Item 7. 4:36 Council Announcements

Mayor Pro-Tem thanked the applicants who applied for openings on the varied commissions and boards. He also announced current vacancies.

Item 8. 7:07 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

Citizen comments were made.

34:47 Councilor Godes moves to add the Resolution to Support a Ceasefire in Gaza as proposed by the group Ceasefire Now Roaring Fork Valley during public comment as the first

agenda item for discussion/action by the Council. Councilor Kaup seconded the motion. The motion passed unanimously.

Item 9. 35:15 Consent Agenda

35:23 Councilor Kaup moved to approve the consent agenda. Councilor Godes seconded the motion.

The motion passed unanimously.

Item 10. 35:43 Resolution Calling for an Immediate and Permanent Ceasefire in Gaza and Occupied West Bank.

36:21 Councilor Godes moves to approve the resolution as presented. Councilor Kaup seconded the motion.

Comments were made by Councilors Schachter.

38:29 Councilor Godes moves to approve the Resolution title marked in boldface as opposed to the entire resolution presented. Councilor Kaup seconded the motion.

Comments were made by Councilor Kaup, Councilor Zalinski, Mayor Pro-Tem Dehm, Mayor Wussow, Councilor Schacter, and Councilor Weimer.

50:00 Councilor Godes moves to approve a Resolution calling for an Immediate and Permanent Ceasefire in Gaza and Occupied West Bank, immediate unhindered humanitarian aid into Gaza and the release of all hostages and arbitrarily detained Palestinian civilians in order to work towards a long-term lasting peace. Councilor Kaup seconded the motion.

The motion passed unanimously.

Item 11. 51:06 River Commission Reappointment

City Manager Steve Boyd presented.

51:55 Councilor Kaup moved to reappoint Erika Gibson to the River Commission for an additional 3-year term. Councilor Weimer seconded.

The motion passed unanimously.

Item 12. 53:12 South Bridge Update

City Engineer Ryan Gordon presented.

Comments were made by Councilor Godes.

Comments were made by Councilor Kaup.

Item 13. 57:37 Resolution 2024-10; Adoption of the South Canyon Management Plan

Parks and Recreation Director Rod Tarullo presented along with Design Workshop Principal Darla Callaway and Design Workshop Project Manager Dylan Bagnasco.

Comments were made by Councilor Kaup.

1:09:16 Mayor Wussow opened the floor for public comment.

Public comments were made.

1:23:40 Mayor Wussow closed the floor to public comment.

1:23:41 Councilor Schachter moved to approve Resolution 2024-10; Adoption of the South Canyon Management Plan. Councilor Kaup seconded the motion.

Comments were made by Councilor Godes and Councilor Kaup.

The motion passed unanimously.

Item 13. 1:27:48 Request for Proposals from Communication Firms Update

City Manager Steve Boyd presented.

Comments were made by Mayor Wussow, City Manager Boyd, Councilor Godes, Councilor Zalinski, City Attorney Karl Hanlon, Councilor Schachter, Mayor Pro-Tem Dehm, Councilor Kaup and Councilor Weimer.

Item 16. 1:55:44 Council Comments

Comments were made by Councilor Kaup.

Comments were made by Councilor Schachter.

Comments were made by Councilor Weimer.

Comments were made by Councilor Zalinski.

Comments were made by Councilor Godes.

Comments were made by Mayor Wussow.

Item 17. 2:24:49 Report from City Administration

Comments were made by City Attorney Karl Hanlon.

Comments were made by City Manager Steve Boyd.

Item 19. 2:26:33 Council Social Event Location

Comments were made by Mayor Pro-Tem Dehm

Item 19. 2:26:38 Adjournment

Mayor Pro-Tem Dehm moved to adjourn. Council Godes seconded the motion

The motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Arts and Culture Board Appointments

Action Requested: Arts and Culture Board Appointments

Department: City Clerk

Presented By: Ryan Muse

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

Background Info: **Councilor Kaup and Mayor Pro-Tem Dehm Recommendation**
Reappoint Jenny Trumble and Corina Jones to regular seats with terms from March 2024 until March 2027.

Vacancies

- Four regular seats with terms from March 2024 until March 2027.
 - These seats will need to be filled this month.
- As of March 2024, the Arts and Culture Board will have one alternate, Jordan Callier, serving on the Board.

Applicants

- Jenny Trumble, a city resident, has served one full term on the Arts and Culture Board. Jenny was deemed eligible for reappointment.
- Corina Jones, a city resident, has served one full term on the Arts and Culture Board. Corina was deemed eligible for reappointment.

Composition of the Arts and Culture Board

Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.

Alternate Members

The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council.

020.020.020 Composition of boards and commissions.

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

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (5) *Parks and Recreation Commission.*
 - a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. Reserved.
 - d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (7) *River Commission.*
 - a. Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation Commission.*

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- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

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

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor Licensing Authority.*

- (1) *Powers and duties of local liquor licensing authority.* The Local Liquor Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § 12-46-106.5, as amended, and temporary permits for any class of liquor license as authorized by C.R.S. § 12-47-106.5, as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.
- (3) *Wine tastings.* The Local Liquor Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § 12-47-301 with the following conditions: (a) All requirements of C.R.S. § 12-47-301 have been met; and (b) Payment of an annual application fee of one hundred dollars (\$100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.
- (4) *Rules, policies and procedures.* The Local Liquor Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (5) *Report to city council.* The Local Liquor Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.
- (6) *Appeal to city council.* Any decision of the Local Liquor Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the Local Liquor Licensing Authority. In any event, the City Council shall direct the Local Liquor Licensing Authority to take a particular action. The Local Liquor Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

- (b) *Powers and Duties of Airport Board.* The powers and duties of the Airport Board shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Board by the City Council; and such Board may investigate, study and report to the City Council on such other matters concerning the Municipal Airport as the Board may deem for the best interests of the City.

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- (c) *Powers and Duties of Building Board of Appeals.* The powers and duties of the Building Board of Appeals shall be to hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.
- (d) *Powers and Duties of Finance Advisory Board.* The Finance Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Finance Advisory Board shall be binding upon the City or anyone acting on its behalf.
- (e) *Powers and duties of Parks and Recreation Commission.* The powers and duties of the Parks and Recreation Commission shall be:
- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
 - (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
 - (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
 - (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
 - (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
 - (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.
 - (7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.
 - (8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.
 - (9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.
- (f) *Powers and duties of Planning and Zoning Commission.* The powers and duties of the Planning and Zoning Commission shall be:
- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
 - (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

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- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
 - (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
 - (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. *Review of administrative decisions.* To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. *Variances.* To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
 - (6) To perform such other functions as required by the provisions of Title 070.
 - (7) To service as the Building Board of Appeals.
 - (g) *Powers and duties of River Commission.* The powers and duties of the River Commission shall be:
 - (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 - (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 - (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 - (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 - (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions.
 - (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 - (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
 - (h) *Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.*

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- (1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.
 - (2) A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created.
 - (3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.
 - (4) The Board shall disburse monies from the Fund in the following manner:
 - a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.
 - b. Second, not less than fifty (50) percent of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims (and witnesses) services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.
 - c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.
 - (5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:
 - a. Provision of services for early crisis intervention;
 - b. Assistance in prompt return of victims' property;
 - c. Assistance to victims and witnesses in arranging transportation to and from court;
 - d. Provision of translator services;
 - e. Protection from threats of harm and other forms of intimidation;
 - f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and

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- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).
 - (6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.
 - (7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.
 - (i) *Powers and duties of Transportation Commission.* The powers and duties of the Transportation Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
 - (2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
 - (3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
 - (5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
 - (j) Reserved.
 - (k) *Powers and duties of Glenwood Springs Housing Commission.* The powers and duties of the Housing Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
 - (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
 - (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
 - (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.

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- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
- (l) *Powers and duties of Historic Preservation Commission.* The powers and duties of the Historic Preservation Commission shall be:
- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
 - (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
 - (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
 - (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
 - (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.
- (m) *Powers and duties of 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.
- (n) *Powers and duties of Arts and Culture Board.* The powers and duties of the Arts and Culture Board shall be:
-

-
- (1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
 - (2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
 - (3) To provide opportunities for cultural and art experience and education for children and adults.
 - (4) To promote increased interaction and collaboration among artists, art-related organizations, and opportunities for growth and exposure.
 - (5) To promote knowledge and appreciation for cultural forms of artistic expression.
 - (6) To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.
 - (7) To advise and consult with local arts groups as requested by such groups or by the City Council.

(Code 1971 §§ 2-64.1, 2-2, 2-65[a], [b], 2-65.1, 4-78, 4-232, 4-155, 15-2; 26-84 § 3; 19-89 § 3; 12-90 § 1; 54-90 § 3; 39-91 § 3; 10-93 § 2; 29-93 § 3; 7-94 § 3; 17-94 § 1; 23-94 § 3; 10-95 § 3; 11-95; 19-95 § 3; 46-95 § 1; 55-95 § 1; 28-97 § 3; 29-97 § 5; 32-97 § 1; 42-00 § 1; 61-01 § 3, 4, 5; 61-02 § 4; 9-04 § 1; 20-04, § 1; 33-05, § 2; 7-06 § 3; 13-06, § 2; 6-08 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 16-2017, § 4, 8-17-2017; Ord. No. 2-2018, § 3, 1-18-2018; Ord. No. 6-2018, § 3, 3-1-2018; Ord. No. 21-2018, § 3, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

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;
 - Building Board of Appeals.
- (2) March:
 - Transportation Commission;
 - Arts and Culture Board;
 - Parks and Recreation Commission;
 - Airport Board;
 - River Commission.
- (3) April:
 - Local Liquor Licensing Authority;
 - Victim's Witnesses Assistance and Law Enforcement Board;
 - Historic Preservation Commission;

Glenwood Springs Housing Commission.

- (b) *Alternate members.* The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.
- (c) *Limit to term of members.* No board member shall serve more than two (2) successive terms on the same board or commission.
- (d) *Removal of members.* All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.
- (e) *Vacancies.* The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018; Ord. No. 29-2020 , § 2, 1-7-2021)

[View results](#)

Respondent

19

Anonymous

13:24

Time to complete

Arts and Culture Board Application

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

Composition of the Arts and Culture Board

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

- Eight (8) members, at least five (5) of which are residents of the city, three (3) of which may reside outside of the city, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the city must reside within the 81601 postal zip code area, own real property or a business within the city, or attend school within the city.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Arts and Culture Board. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

2. Name *

Corina Jones

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Training Admin Supervisor at Alpine Bank

Personal and Professional Interests

10. Why are you interested in serving on the Arts and Culture Board? *

It has been super fun to be part of this board and help revitalize Glenwood through more Art and Cultural events.

11. What do you view as your role if selected as a member of the Arts and Culture Board? *

I would hope to be a board member once again where I can share ideas as well as collaborate with others in a group setting.

12. Do you have marketing, advertising, or public relations experience or skills? *

No experience whatsoever, however I am a fast learner.

13. Do you have Arts/Culture experience or skills? (ex. Performing arts, visual arts, public arts, museums arts, or education? *

I have participated in Green Is The New Black fashion show in Carbondale for 3 years doing makeup.

14. Can you describe an experience making a decision based on public opinion? *

I worked closely with the Citizens of Sensible Development when West Glenwood residents rallied for an annexation of the land behind the mall. We went door to door talking to Residents of Glenwood and realized the power of public opinion.

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

Yes, I am a very professional individual and doesn't allow my personal opinions to interfere with the job at hand.

16. Do you have any existing time commitments that will hamper your ability to serve? *

I have been pretty flexible, but have missed a couple meetings, so I don't see it being a problem.

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

I am currently on the Arts and Culture Board for Glenwood as well as Board Member of Two Rivers Community School.

18. Please select today's date. *

1/25/2024



19. Have you served on the Arts and Culture Board before? *

☐ No

☒ Yes

Reappointment Applicants

20. Why do you think you should be reappointed? *

I believe I bring good ideas to the table and am able to work with others in a way that allows all of us to work as a team.

21. Have you served two full successive terms on the Arts and Culture Board? *

No.

Powers and Duties of the Arts and Culture Board

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

(n) Arts and Culture Board. The powers and duties of the Arts and Culture Board shall be:

- 1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
- 2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
- 3) To provide opportunities for cultural and art experience and education for children and adults.
- 4) To promote increased interaction among artists and opportunities for growth and exposure.
- 5) To promote knowledge and appreciation for cultural forms of artistic expression.
- 6) To make recommendations to the City Council with respect to annual budget appropriations for the arts.
- 7) To advise and consult with local arts groups as requested by such groups or by the City Council.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

March:

Arts and Culture Board;

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

[View results](#)

Respondent

17

Anonymous

33:37

Time to complete

Arts and Culture Board Application

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

Composition of the Arts and Culture Board

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

- Eight (8) members, at least five (5) of which are residents of the city, three (3) of which may reside outside of the city, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the city must reside within the 81601 postal zip code area, own real property or a business within the city, or attend school within the city.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Arts and Culture Board. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

2. Name *

Jenny Trumble

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Architect

Personal and Professional Interests

10. Why are you interested in serving on the Arts and Culture Board? *

This would be my second term on the ACB. I'm excited about what we have accomplished in the last few years with the Public Art Plan and mural projects. We've built a lot of momentum, I'd love to continue to be a member of the board to help build on that momentum and see our upcoming projects through.

11. What do you view as your role if selected as a member of the Arts and Culture Board? *

I plan to continue to bring conversations about increased diversity into the planning of all our projects and decisions. Having served on the board since 2021, I can contribute some prior knowledge and lessons learned.

12. Do you have marketing, advertising, or public relations experience or skills? *

Professionally, I contribute regularly to written and graphic communications related to marketing projects to potential clients, press, and awards programs.

13. Do you have Arts/Culture experience or skills? (ex. Performing arts, visual arts, public arts, museums arts, or education? *

I'm an architect and art enthusiast.

14. Can you describe an experience making a decision based on public opinion? *

As an architect, I've prepared and presented many projects to zoning commissions, design review boards, and neighborhood associations. These processes often result in evolving a project based on public opinion with professional expertise.

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

Yes. However, if the City's goals and policies were ever to shift away from supporting diversity, equity, and access to public art, I would continue to speak in favor of these principles.

16. Do you have any existing time commitments that will hamper your ability to serve? *

My full time job requires occasional travel, but I've been able to attend all but a few board meetings since joining the board.

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

I've served on the ACB since 2021. I've served on the AIA Colorado Practice and Design Conference Committee since 2017.

18. Please select today's date. *

1/10/2024



19. Have you served on the Arts and Culture Board before? *

☐ No

☒ Yes

Reappointment Applicants

20. Why do you think you should be reappointed? *

The ACB has a lot of momentum and big ideas/projects in process and a lot members that have terms expiring. I think it's important for the board to have enough stability to bring these projects to fruition without full turnover.

21. Have you served two full successive terms on the Arts and Culture Board? *

No.

Powers and Duties of the Arts and Culture Board

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

(n) Arts and Culture Board. The powers and duties of the Arts and Culture Board shall be:

- 1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
- 2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
- 3) To provide opportunities for cultural and art experience and education for children and adults.
- 4) To promote increased interaction among artists and opportunities for growth and exposure.
- 5) To promote knowledge and appreciation for cultural forms of artistic expression.
- 6) To make recommendations to the City Council with respect to annual budget appropriations for the arts.
- 7) To advise and consult with local arts groups as requested by such groups or by the City Council.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

March:

Arts and Culture Board;

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Financial Advisory Board Appointment

Action Requested: Financial Advisory Board Appointment

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: **Councilor Schachter and Mayor Pro Tem Dehm Recommendation**
Reappoint Spencer Graff to a regular seat on the Financial Advisory Board with a term expiring February 2027.

Applicant

Spencer Graff, a city resident, has served a partial term on the Financial Advisory Board since April 2022. Spencer was deemed eligible for reappointment.

Vacancies

- Two regular seats with terms from February 2024 to February 2027
- One regular Tourism seat with a term expiring February 2026

Composition of the Financial Advisory Board

Seven (7) members of which at least six (6) are city residents. One member shall be employed in the finance industry; one member shall be employed by the tourism industry; and one member may be a non-resident, but shall own or be employed by a business within the city.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council.

[View results](#)

Respondent

11

Anonymous

05:04

Time to complete

Financial Advisory Board Application

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

Composition of the Financial Advisory Board

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

- Seven (7) members of which at least six (6) are City residents. One member shall be employed in the finance industry; one member shall be employed by the tourism industry; and one member may be a non-resident, but shall own or be employed by a business within the City.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Financial Advisory Board. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Non-resident who owns or is employed by a business within Glenwood Springs city limits.

2. Name *

Spencer Graff

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Finance

Personal and Professional Interests

10. Why are you interested in serving on the Financial Advisory Board? *

Use my professional experience to help the city make sound financial decisions

11. What do you view as your role if selected as a member to the Financial Advisory Board? *

To assist the city in financial decision making.

12. What do you perceive as the major purpose of the Financial Advisory Board? *

To assist the city in financial decision making.

13. What area of expertise do you feel you can best provide to the Financial Advisory Board? *

Sound, objective decisions

14. What time commitment are you able to contribute as a board member? *

As needed

15. If you have a specific purpose for applying for this board, please explain. *

To assist the city in financial decision making.

16. Please select today's date. *

1/24/2024



17. Have you served on the Financial Advisory Board before? *

☐ No

☒ Yes

Reappointment Applicants

18. Why do you think you should be reappointed? *

Collaborative insight into financial decisions

19. Have you served two full successive terms on the Financial Advisory Board? *

No

Powers and Duties of the Financial Advisory Board

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

(d) Powers and Duties of Financial Advisory Board. The Financial Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Financial Advisory Board shall be binding upon the City or anyone acting on its behalf.

Appointment, Removal, Term and Vacancies of Boards and Commissions

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

February:

Finance Advisory Board;

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018, § 2, 4-20-2018)

020.020.020 Composition of boards and commissions.

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

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (5) *Parks and Recreation Commission.*
 - a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. Reserved.
 - d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (7) *River Commission.*
 - a. Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation Commission.*

-
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

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

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor Licensing Authority.*

- (1) *Powers and duties of local liquor licensing authority.* The Local Liquor Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § 12-46-106.5, as amended, and temporary permits for any class of liquor license as authorized by C.R.S. § 12-47-106.5, as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.
- (3) *Wine tastings.* The Local Liquor Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § 12-47-301 with the following conditions: (a) All requirements of C.R.S. § 12-47-301 have been met; and (b) Payment of an annual application fee of one hundred dollars (\$100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.
- (4) *Rules, policies and procedures.* The Local Liquor Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (5) *Report to city council.* The Local Liquor Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.
- (6) *Appeal to city council.* Any decision of the Local Liquor Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the Local Liquor Licensing Authority. In any event, the City Council shall direct the Local Liquor Licensing Authority to take a particular action. The Local Liquor Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

- (b) *Powers and Duties of Airport Board.* The powers and duties of the Airport Board shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Board by the City Council; and such Board may investigate, study and report to the City Council on such other matters concerning the Municipal Airport as the Board may deem for the best interests of the City.

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- (c) *Powers and Duties of Building Board of Appeals.* The powers and duties of the Building Board of Appeals shall be to hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.
- (d) *Powers and Duties of Finance Advisory Board.* The Finance Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Finance Advisory Board shall be binding upon the City or anyone acting on its behalf.
- (e) *Powers and duties of Parks and Recreation Commission.* The powers and duties of the Parks and Recreation Commission shall be:
- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
 - (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
 - (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
 - (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
 - (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
 - (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.
 - (7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.
 - (8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.
 - (9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.
- (f) *Powers and duties of Planning and Zoning Commission.* The powers and duties of the Planning and Zoning Commission shall be:
- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
 - (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

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- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
 - (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
 - (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. *Review of administrative decisions.* To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. *Variances.* To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
 - (6) To perform such other functions as required by the provisions of Title 070.
 - (7) To service as the Building Board of Appeals.
 - (g) *Powers and duties of River Commission.* The powers and duties of the River Commission shall be:
 - (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 - (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 - (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 - (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 - (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions.
 - (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 - (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
 - (h) *Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.*

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- (1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.
 - (2) A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created.
 - (3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.
 - (4) The Board shall disburse monies from the Fund in the following manner:
 - a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.
 - b. Second, not less than fifty (50) percent of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims (and witnesses) services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.
 - c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.
 - (5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:
 - a. Provision of services for early crisis intervention;
 - b. Assistance in prompt return of victims' property;
 - c. Assistance to victims and witnesses in arranging transportation to and from court;
 - d. Provision of translator services;
 - e. Protection from threats of harm and other forms of intimidation;
 - f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and

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- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).
 - (6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.
 - (7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.
 - (i) *Powers and duties of Transportation Commission.* The powers and duties of the Transportation Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
 - (2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
 - (3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
 - (5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
 - (j) Reserved.
 - (k) *Powers and duties of Glenwood Springs Housing Commission.* The powers and duties of the Housing Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
 - (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
 - (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
 - (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.

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- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
- (l) *Powers and duties of Historic Preservation Commission.* The powers and duties of the Historic Preservation Commission shall be:
- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
 - (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
 - (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
 - (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
 - (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.
- (m) *Powers and duties of 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.
- (n) *Powers and duties of Arts and Culture Board.* The powers and duties of the Arts and Culture Board shall be:

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- (1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
 - (2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
 - (3) To provide opportunities for cultural and art experience and education for children and adults.
 - (4) To promote increased interaction and collaboration among artists, art-related organizations, and opportunities for growth and exposure.
 - (5) To promote knowledge and appreciation for cultural forms of artistic expression.
 - (6) To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.
 - (7) To advise and consult with local arts groups as requested by such groups or by the City Council.

(Code 1971 §§ 2-64.1, 2-2, 2-65[a], [b], 2-65.1, 4-78, 4-232, 4-155, 15-2; 26-84 § 3; 19-89 § 3; 12-90 § 1; 54-90 § 3; 39-91 § 3; 10-93 § 2; 29-93 § 3; 7-94 § 3; 17-94 § 1; 23-94 § 3; 10-95 § 3; 11-95; 19-95 § 3; 46-95 § 1; 55-95 § 1; 28-97 § 3; 29-97 § 5; 32-97 § 1; 42-00 § 1; 61-01 § 3, 4, 5; 61-02 § 4; 9-04 § 1; 20-04, § 1; 33-05, § 2; 7-06 § 3; 13-06, § 2; 6-08 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 16-2017, § 4, 8-17-2017; Ord. No. 2-2018, § 3, 1-18-2018; Ord. No. 6-2018, § 3, 3-1-2018; Ord. No. 21-2018, § 3, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

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;
 - Building Board of Appeals.
- (2) March:
 - Transportation Commission;
 - Arts and Culture Board;
 - Parks and Recreation Commission;
 - Airport Board;
 - River Commission.
- (3) April:
 - Local Liquor Licensing Authority;
 - Victim's Witnesses Assistance and Law Enforcement Board;
 - Historic Preservation Commission;

Glenwood Springs Housing Commission.

- (b) *Alternate members.* The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.
- (c) *Limit to term of members.* No board member shall serve more than two (2) successive terms on the same board or commission.
- (d) *Removal of members.* All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.
- (e) *Vacancies.* The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018; Ord. No. 29-2020 , § 2, 1-7-2021)



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Historic Preservation Commission Appointment

Action Requested: Historic Preservation Commission Appointment

Department: City Clerk

Presented By: Ryan Muse

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

Background Info: **Mayor Pro-Tem Dehm Recommendation**

- Reappoint Melissa Jones to a regular seat on the Historic Preservation Commission with a term from April 2024 until April 2027.

Vacancies

Current Vacancy

- One regular seat with a term expiring April 2025.

Upcoming Vacancy

- One regular seat with a term from April 2024 through April 2027. This seat will need to be filled this month.

Applicant

- Melissa Jones, a city resident, has served one partial term on the Commission since June 2022. Melissa was deemed eligible for reappointment.

Composition of the Historic Preservation Commission

Seven (7) citizens, at least six (6) who are residents of the city and one (1) who may reside outside of the city but within the 81601 zip code area or own real property or a business with in the city.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council.

020.020.020 Composition of boards and commissions.

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

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (5) *Parks and Recreation Commission.*
 - a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. Reserved.
 - d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (7) *River Commission.*
 - a. Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation Commission.*

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- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

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

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor Licensing Authority.*

- (1) *Powers and duties of local liquor licensing authority.* The Local Liquor Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § 12-46-106.5, as amended, and temporary permits for any class of liquor license as authorized by C.R.S. § 12-47-106.5, as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.
- (3) *Wine tastings.* The Local Liquor Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § 12-47-301 with the following conditions: (a) All requirements of C.R.S. § 12-47-301 have been met; and (b) Payment of an annual application fee of one hundred dollars (\$100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.
- (4) *Rules, policies and procedures.* The Local Liquor Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (5) *Report to city council.* The Local Liquor Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.
- (6) *Appeal to city council.* Any decision of the Local Liquor Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the Local Liquor Licensing Authority. In any event, the City Council shall direct the Local Liquor Licensing Authority to take a particular action. The Local Liquor Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

- (b) *Powers and Duties of Airport Board.* The powers and duties of the Airport Board shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Board by the City Council; and such Board may investigate, study and report to the City Council on such other matters concerning the Municipal Airport as the Board may deem for the best interests of the City.

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- (c) *Powers and Duties of Building Board of Appeals.* The powers and duties of the Building Board of Appeals shall be to hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.
- (d) *Powers and Duties of Finance Advisory Board.* The Finance Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Finance Advisory Board shall be binding upon the City or anyone acting on its behalf.
- (e) *Powers and duties of Parks and Recreation Commission.* The powers and duties of the Parks and Recreation Commission shall be:
- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
 - (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
 - (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
 - (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
 - (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
 - (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.
 - (7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.
 - (8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.
 - (9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.
- (f) *Powers and duties of Planning and Zoning Commission.* The powers and duties of the Planning and Zoning Commission shall be:
- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
 - (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

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- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
 - (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
 - (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. *Review of administrative decisions.* To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. *Variances.* To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
 - (6) To perform such other functions as required by the provisions of Title 070.
 - (7) To service as the Building Board of Appeals.
 - (g) *Powers and duties of River Commission.* The powers and duties of the River Commission shall be:
 - (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 - (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 - (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 - (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 - (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions.
 - (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 - (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
 - (h) *Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.*

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- (1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.
 - (2) A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created.
 - (3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.
 - (4) The Board shall disburse monies from the Fund in the following manner:
 - a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.
 - b. Second, not less than fifty (50) percent of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims (and witnesses) services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.
 - c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.
 - (5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:
 - a. Provision of services for early crisis intervention;
 - b. Assistance in prompt return of victims' property;
 - c. Assistance to victims and witnesses in arranging transportation to and from court;
 - d. Provision of translator services;
 - e. Protection from threats of harm and other forms of intimidation;
 - f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and

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- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).
 - (6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.
 - (7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.
 - (i) *Powers and duties of Transportation Commission.* The powers and duties of the Transportation Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
 - (2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
 - (3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
 - (5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
 - (j) Reserved.
 - (k) *Powers and duties of Glenwood Springs Housing Commission.* The powers and duties of the Housing Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
 - (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
 - (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
 - (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.

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- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
- (l) *Powers and duties of Historic Preservation Commission.* The powers and duties of the Historic Preservation Commission shall be:
- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
 - (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
 - (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
 - (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
 - (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.
- (m) *Powers and duties of 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.
- (n) *Powers and duties of Arts and Culture Board.* The powers and duties of the Arts and Culture Board shall be:
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- (1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
 - (2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
 - (3) To provide opportunities for cultural and art experience and education for children and adults.
 - (4) To promote increased interaction and collaboration among artists, art-related organizations, and opportunities for growth and exposure.
 - (5) To promote knowledge and appreciation for cultural forms of artistic expression.
 - (6) To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.
 - (7) To advise and consult with local arts groups as requested by such groups or by the City Council.

(Code 1971 §§ 2-64.1, 2-2, 2-65[a], [b], 2-65.1, 4-78, 4-232, 4-155, 15-2; 26-84 § 3; 19-89 § 3; 12-90 § 1; 54-90 § 3; 39-91 § 3; 10-93 § 2; 29-93 § 3; 7-94 § 3; 17-94 § 1; 23-94 § 3; 10-95 § 3; 11-95; 19-95 § 3; 46-95 § 1; 55-95 § 1; 28-97 § 3; 29-97 § 5; 32-97 § 1; 42-00 § 1; 61-01 § 3, 4, 5; 61-02 § 4; 9-04 § 1; 20-04, § 1; 33-05, § 2; 7-06 § 3; 13-06, § 2; 6-08 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 16-2017, § 4, 8-17-2017; Ord. No. 2-2018, § 3, 1-18-2018; Ord. No. 6-2018, § 3, 3-1-2018; Ord. No. 21-2018, § 3, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

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;
 - Building Board of Appeals.
- (2) March:
 - Transportation Commission;
 - Arts and Culture Board;
 - Parks and Recreation Commission;
 - Airport Board;
 - River Commission.
- (3) April:
 - Local Liquor Licensing Authority;
 - Victim's Witnesses Assistance and Law Enforcement Board;
 - Historic Preservation Commission;

Glenwood Springs Housing Commission.

- (b) *Alternate members.* The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.
- (c) *Limit to term of members.* No board member shall serve more than two (2) successive terms on the same board or commission.
- (d) *Removal of members.* All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.
- (e) *Vacancies.* The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018; Ord. No. 29-2020 , § 2, 1-7-2021)

[View results](#)

Respondent

10

Anonymous

06:09

Time to complete

Historic Preservation Commission Application

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

Composition of the Historic Preservation Commission

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

- Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business with in the City.

Personal Information

1 Member hip Qualifications *

You must qua ify with one of the options below to be eligible to serve on the Transportation Commission Please select the option that app ies to you

- ☒ Resident of Glenwood Springs within city limits
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.

2. Name *

Melissa Jones

3 Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6 Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8 Email Address *

[REDACTED]

9. Occupation *

Title insurance closing agent

Personal and Professional Interests

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

I am currently on the commission as a member and would like to renew my position.

11 What do you view as your role if elected as a member to the Historic Preservation Commission? *

I am already on the commission, aiming to help preserve the town's history through developments such as landmark incentives and creating historic districts and overlays

12. Do you have any professional experience in one of the following disciplines: architecture, landscape architecture, architectural history, history, archaeology, planning, geography, anthropology, building trades, law, or real estate? (Note - professional experience in these fields is not a requirement for appointment to the commission.) *

I have a MA in Public History with a concentration in historic preservation.

13 Please list degree received school/college/university attended and area of study *

BA in History (Colorado State University)
MA in Public History (Southern New Hampshire University)

14. The Historic Preservation Commission generally attends one meeting a month in the evening. Do you have any existing time commitments that will hamper your ability to serve? *

No

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

I am currently on this commission as well as the GWS VALE Board.

16. Please select today's date. *

12/26/2023



17. Have you served on the Historic Preservation Board before? *

☐ No

☒ Yes

Reappointment Applicants

18. Why do you think you should be reappointed? *

Historic preservation is my true passion and ever since moving to GWS it is a top priority to preserve this town, as it's history is one of the biggest reasons we moved here.

19. Have you served two full successive terms on the Historic Preservation Commission? *

No

Powers and Duties of the Historic Preservation Commission

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

(I) Powers and Duties of Historic Preservation Commission. The powers and duties of the Historic Preservation Commission shall be:

- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
- (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
- (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
- (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
- (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020 020 040

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

(3) April

Historic Preservation Commission;

(b) Alternate members The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018, § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: River Commission Appointment

Action Requested: River Commission Appointment

Department: City Clerk

Presented By: Ryan Muse

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

Background Info: **Councilor Weimer and Councilor Zalinski Recommendation**

- Councilor Weimer and Councilor Zalinski recommend the appointment of Erin Riccio to the alternate seat with a term from March 2024 until March 2025.

Current Vacancies

- One alternate seat with a partial term expiring March 2025.

Applicants

- Erin Riccio, a city resident, was interviewed by Councilor Weimer. Erin was deemed eligible for appointment.
- Michael Collins, a city resident, was interviewed by Councilor Weimer. Erin was determined to be a better fit for the alternate appointment for the River Commission. Councilor Weimer would like to recommend appointing Michael as an alternate in an alternative, yet to be determined, commission.

Composition of the River Commission

Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Alternates

River Commission is allowed one alternate.

Issues: Not Applicable

Fiscal Impact: Not Applicable

Legal Review: Not Applicable

Staff Recommendation: Staff Defers to City Council

[View results](#)

Respondent

12

Anonymous

22:54

Time to complete

River Commission Application

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

Composition of the River Commission:

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

(7) River Commission.

- Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Housing Commission. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.

2. Name *

Erin Riccio

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Advocacy Director at Wilderness Workshop

Personal and Professional Interests

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

I am interested in helping our community protect and celebrate a key resource and asset in our community: our rivers. I think I bring important skills to the committee from both a personal and professional sense around outreach, event planning, and stakeholder engagement.

11. What personal or professional experience do you have relative to the mission of the River Commission (see Powers and Duties attached)? *

I have experience doing water quality testing and organizing river cleanups with the Spokane Riverkeeper back in college. In my current role with Wilderness Workshops, I lead outreach campaigns around threats to our public lands in addition to proactive protection efforts. I also have experience working on grant proposals and reporting in addition to stakeholder engagement and coordination both through my current position but also previously held jobs in the conservation advocacy world.

12. Do you actively participate in activities using the City's open spaces, trails or rivers? *

Yes, I am an avid boater, hiker, and biker and frequently use the City's open spaces, trails, or river access to do these activities.

13. Have you previously served in any policy advisory capacity relative to natural resource protection? If so, state your role. *

I have never served in a policy advisory capacity when it comes to water issues, though I have when it comes to other natural resources like public lands in my current professional role as the Advocacy Director at Wilderness Workshop, where I have experience in public lands management policy. I do feel that I have a solid foundation and understanding of water issues through some of the work we do at Wilderness Workshop and through roles with other organizations like Spokane Riverkeeper and Conservation Colorado, and through a course I have taken at Colorado Mesa University's Water Center that covered basic water law, hydrology, and management challenges.

14. What do you see as the role that rivers, trails and open spaces play in the character and function of the Glenwood Springs Community? *

Rivers, trails, and open spaces are essential to the character and function of the Glenwood Springs Community. They are why people move here and visit our community. They protect our heritage while providing essential resources for the future.

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

Yes.

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

I am new to serving on a board, commission or committee in a volunteer capacity but I have experience building and leading coalitions in the conservation advocacy space.

17. Are you able to attend a monthly meeting of the River Commission held at 7:30 a.m. on the first Wednesday of each month? *

☒ Yes

☐ No

18. Please select today's date. *

1/22/2024



19. Have you served on the River Commission before? *

☒ No

☐ Yes

Powers and Duties of the River Commission

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

(g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

- (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
- (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
- (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
- (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
- (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
- (6) To appoint subcommittees as necessary to carry out the foregoing functions.
- (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
- (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

March:

River Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

[View results](#)

Respondent

10

Anonymous

20:39

Time to complete

River Commission Application

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

Composition of the River Commission:

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

(7) River Commission.

- Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Housing Commission. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.

2. Name *

Michael J Collins

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Sales Manager - National Accounts

Personal and Professional Interests

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

I'm an avid river user (fly fishing and floating), owner of a property within the riparian corridor (backs to the Roaring Fork), and want to give back to my community, by helping to guide policy on one of our core city amenities

11. What personal or professional experience do you have relative to the mission of the River Commission (see Powers and Duties attached)? *

I have a lot of business experience managing cross functional teams and getting stuff done. I know a lot about the rhythm of our rivers thru long term river usage. I have no formal water biology or ecology background.

12. Do you actively participate in activities using the City's open spaces, trails or rivers? *

I'm getting ready to retire and plan to get more involved in a lot of things. I've supported various clean-up days over the years,

13. Have you previously served in any policy advisory capacity relative to natural resource protection? If so, state your role. *

None

14. What do you see as the role that rivers, trails and open spaces play in the character and function of the Glenwood Springs Community? *

Obviously its a life blood of our community. The rivers are our #1 amenity that make GWS special. Our overall quality of life, economic engine, and future quality growth are all tied to the value we maintain and grow in this asset,

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

I understand that any public policy is nuanced and complicated, with many stakeholders. My goal would be first to understand and learn.

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

Limited beyond home owners associations, and professional groups

17. Are you able to attend a monthly meeting of the River Commission held at 7:30 a.m. on the first Wednesday of each month? *

☒ Yes

☐ No

18. Please select today's date. *

1/17/2024



19. Have you served on the River Commission before? *

☒ No

☐ Yes

Powers and Duties of the River Commission

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

(g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

(1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.

(2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.

(3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.

(4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.

(5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.

(6) To appoint subcommittees as necessary to carry out the foregoing functions.

(7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.

(8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

March:

River Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

020.020.020 Composition of boards and commissions.

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

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (5) *Parks and Recreation Commission.*
 - a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. Reserved.
 - d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (7) *River Commission.*
 - a. Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation Commission.*

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- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

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

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor Licensing Authority.*

- (1) *Powers and duties of local liquor licensing authority.* The Local Liquor Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § 12-46-106.5, as amended, and temporary permits for any class of liquor license as authorized by C.R.S. § 12-47-106.5, as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.
- (3) *Wine tastings.* The Local Liquor Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § 12-47-301 with the following conditions: (a) All requirements of C.R.S. § 12-47-301 have been met; and (b) Payment of an annual application fee of one hundred dollars (\$100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.
- (4) *Rules, policies and procedures.* The Local Liquor Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (5) *Report to city council.* The Local Liquor Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.
- (6) *Appeal to city council.* Any decision of the Local Liquor Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the Local Liquor Licensing Authority. In any event, the City Council shall direct the Local Liquor Licensing Authority to take a particular action. The Local Liquor Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

- (b) *Powers and Duties of Airport Board.* The powers and duties of the Airport Board shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Board by the City Council; and such Board may investigate, study and report to the City Council on such other matters concerning the Municipal Airport as the Board may deem for the best interests of the City.

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- (c) *Powers and Duties of Building Board of Appeals.* The powers and duties of the Building Board of Appeals shall be to hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.
- (d) *Powers and Duties of Finance Advisory Board.* The Finance Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Finance Advisory Board shall be binding upon the City or anyone acting on its behalf.
- (e) *Powers and duties of Parks and Recreation Commission.* The powers and duties of the Parks and Recreation Commission shall be:
- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
 - (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
 - (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
 - (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
 - (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
 - (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.
 - (7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.
 - (8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.
 - (9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.
- (f) *Powers and duties of Planning and Zoning Commission.* The powers and duties of the Planning and Zoning Commission shall be:
- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
 - (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

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- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
 - (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
 - (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. *Review of administrative decisions.* To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. *Variances.* To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
 - (6) To perform such other functions as required by the provisions of Title 070.
 - (7) To service as the Building Board of Appeals.
 - (g) *Powers and duties of River Commission.* The powers and duties of the River Commission shall be:
 - (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 - (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 - (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 - (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 - (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions.
 - (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 - (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
 - (h) *Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.*

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- (1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.
 - (2) A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created.
 - (3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.
 - (4) The Board shall disburse monies from the Fund in the following manner:
 - a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.
 - b. Second, not less than fifty (50) percent of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims (and witnesses) services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.
 - c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.
 - (5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:
 - a. Provision of services for early crisis intervention;
 - b. Assistance in prompt return of victims' property;
 - c. Assistance to victims and witnesses in arranging transportation to and from court;
 - d. Provision of translator services;
 - e. Protection from threats of harm and other forms of intimidation;
 - f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and

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- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).
 - (6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.
 - (7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.
 - (i) *Powers and duties of Transportation Commission.* The powers and duties of the Transportation Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
 - (2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
 - (3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
 - (5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
 - (j) Reserved.
 - (k) *Powers and duties of Glenwood Springs Housing Commission.* The powers and duties of the Housing Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
 - (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
 - (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
 - (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.

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- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
- (l) *Powers and duties of Historic Preservation Commission.* The powers and duties of the Historic Preservation Commission shall be:
- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
 - (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
 - (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
 - (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
 - (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.
- (m) *Powers and duties of 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.
- (n) *Powers and duties of Arts and Culture Board.* The powers and duties of the Arts and Culture Board shall be:
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- (1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
 - (2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
 - (3) To provide opportunities for cultural and art experience and education for children and adults.
 - (4) To promote increased interaction and collaboration among artists, art-related organizations, and opportunities for growth and exposure.
 - (5) To promote knowledge and appreciation for cultural forms of artistic expression.
 - (6) To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.
 - (7) To advise and consult with local arts groups as requested by such groups or by the City Council.

(Code 1971 §§ 2-64.1, 2-2, 2-65[a], [b], 2-65.1, 4-78, 4-232, 4-155, 15-2; 26-84 § 3; 19-89 § 3; 12-90 § 1; 54-90 § 3; 39-91 § 3; 10-93 § 2; 29-93 § 3; 7-94 § 3; 17-94 § 1; 23-94 § 3; 10-95 § 3; 11-95; 19-95 § 3; 46-95 § 1; 55-95 § 1; 28-97 § 3; 29-97 § 5; 32-97 § 1; 42-00 § 1; 61-01 § 3, 4, 5; 61-02 § 4; 9-04 § 1; 20-04, § 1; 33-05, § 2; 7-06 § 3; 13-06, § 2; 6-08 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 16-2017, § 4, 8-17-2017; Ord. No. 2-2018, § 3, 1-18-2018; Ord. No. 6-2018, § 3, 3-1-2018; Ord. No. 21-2018, § 3, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

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;
 - Building Board of Appeals.
- (2) March:
 - Transportation Commission;
 - Arts and Culture Board;
 - Parks and Recreation Commission;
 - Airport Board;
 - River Commission.
- (3) April:
 - Local Liquor Licensing Authority;
 - Victim's Witnesses Assistance and Law Enforcement Board;
 - Historic Preservation Commission;

Glenwood Springs Housing Commission.

- (b) *Alternate members.* The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.
- (c) *Limit to term of members.* No board member shall serve more than two (2) successive terms on the same board or commission.
- (d) *Removal of members.* All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.
- (e) *Vacancies.* The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018; Ord. No. 29-2020 , § 2, 1-7-2021)



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Victim's and Witnesses Assistance and Law Enforcement (VALE) Board Appointments

Action Requested: Victim's and Witnesses Assistance and Law Enforcement Board Appointments

Department: City Clerk

Presented By: Ryan Muse

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

Background Info: **Councilor Zalinski's Recommendations**
Reappoint Melissa Jones to a regular seat and appoint Mark Fishbein to a regular seat on the Victim's and Witnesses Assistance and Law Enforcement (VALE) Board with terms from April 2024 until April 2027.

Vacancies

- Four regular seats with terms from April 2024 through April 2027. These seats will need to be filled this month.

Applicants

- Melissa Jones, a city resident, has served one full term on the Board and was deemed eligible for reappointment.
- Mark Fishbein, an 81601 resident, has served a partial term as an alternate and was deemed eligible for appointment to a regular seat.

Composition of the Victim's and Witnesses Assistance and Law Enforcement (VALE) Board

- Five (5) citizens, at least four (4) who are residents of the city and one (1) who may reside outside of the city but within the 81601 zip code area or own real property or a business within the city.
- The Chief of Police as an advisory member, but a nonvoting member of the Board.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council.

020.020.020 Composition of boards and commissions.

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

- (1) *Local Liquor Licensing Authority.*
 - a. The Local Liquor Licensing Authority shall consist of a Hearing Officer appointed by the City Council by resolution and may be removed with or without cause by a majority vote of the City Council.
- (2) *Airport Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (3) *Building Board of Appeals.* The Planning and Zoning Commission shall act as the Building Board of Appeals whenever such a board is required by this Code, other ordinances of the City or State or Federal law.
- (4) *Finance Advisory Board:*
 - a. Seven (7) members of which at least six (6) are City residents. One (1) member shall be employed in the finance industry; one (1) member shall be employed by the tourism industry; and one (1) member may be a non-resident, but shall own or be employed by a business within the City.
- (5) *Parks and Recreation Commission.*
 - a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. Reserved.
 - d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.
- (6) *Planning and Zoning Commission.*
 - a. Seven (7) citizens who are residents of the City.
- (7) *River Commission.*
 - a. Seven (7) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (8) *Victim's and Witnesses Assistance and Law Enforcement Board.*
 - a. Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
 - b. Reserved.
 - c. The Chief of Police as an advisory member, but a nonvoting member of the Board.
- (9) *Transportation Commission.*

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- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (10) Reserved.
- (11) *Glenwood Springs Housing Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.
- (12) *Historic Preservation Commission.*
- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- (13) *Tourism Promotion Board.*
- a. Two (2) representatives from the tourism related businesses located within the City;
 - b. Two (2) representatives from the lodging businesses located within the City;
 - c. One (1) representative from the restaurant or retail businesses located within the City;
 - d. One (1) representative from the Glenwood Springs Chamber Resort Association; and
 - e. Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.
- (14) *Arts and Culture Board.*
- a. Eight (8) members, at least five (5) of which are residents of the City, three (3) of which may reside outside of the City, and one (1) of which being a youth representative under the age of eighteen (18) or not having completed his or her final year of high school. Those representatives residing outside of the City must reside within the 81601 postal zip code area, own real property or a business within the City, or attend school within the City.
- (15) Council and Staff Participation on Boards and Commissions:
- a. The Mayor may appoint up to two (2) members of Council to act as a liaison between Council and a Board or Commission.
 - b. The City Manager may appoint a member of staff to assist a Board or Commission as necessary to fulfill their duties as provided for in 020.020.030.

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

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor Licensing Authority.*

- (1) *Powers and duties of local liquor licensing authority.* The Local Liquor Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § 12-46-106.5, as amended, and temporary permits for any class of liquor license as authorized by C.R.S. § 12-47-106.5, as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.
- (3) *Wine tastings.* The Local Liquor Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § 12-47-301 with the following conditions: (a) All requirements of C.R.S. § 12-47-301 have been met; and (b) Payment of an annual application fee of one hundred dollars (\$100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.
- (4) *Rules, policies and procedures.* The Local Liquor Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title 12, Articles 46, 47, and 48, as amended.
- (5) *Report to city council.* The Local Liquor Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.
- (6) *Appeal to city council.* Any decision of the Local Liquor Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the Local Liquor Licensing Authority. In any event, the City Council shall direct the Local Liquor Licensing Authority to take a particular action. The Local Liquor Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

- (b) *Powers and Duties of Airport Board.* The powers and duties of the Airport Board shall be to investigate, study and report to the City Council all matters concerning the airport facilities of the City and other matters concerning the subject of aviation which may be pertinent to the City as shall be requested of the Airport Board by the City Council; and such Board may investigate, study and report to the City Council on such other matters concerning the Municipal Airport as the Board may deem for the best interests of the City.

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- (c) *Powers and Duties of Building Board of Appeals.* The powers and duties of the Building Board of Appeals shall be to hear appeals in accordance with the International Building Code, International Residential Code, International Fire Code, and the other adopted codes from the International Code Council, as adopted or amended by Title 060 of this Code. Such power shall not include matters of interpretation arising under the Code.
- (d) *Powers and Duties of Finance Advisory Board.* The Finance Advisory Board shall advise and assist the City Manager and Finance Director in the preparation of the City budget, the establishment of accounting systems for the City, the planning of expenses, the projection of revenues and the analysis of the other fiscal matters presented to the Board by the City Council. The Finance Advisory Board shall also be responsible for making recommendations to City Council regarding grants from the City's various grant programs as Council may establish from time to time. No decision of the Finance Advisory Board shall be binding upon the City or anyone acting on its behalf.
- (e) *Powers and duties of Parks and Recreation Commission.* The powers and duties of the Parks and Recreation Commission shall be:
- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
 - (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
 - (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
 - (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
 - (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
 - (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.
 - (7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.
 - (8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.
 - (9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.
- (f) *Powers and duties of Planning and Zoning Commission.* The powers and duties of the Planning and Zoning Commission shall be:
- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
 - (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

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- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
 - (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
 - (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. *Review of administrative decisions.* To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. *Variances.* To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
 - (6) To perform such other functions as required by the provisions of Title 070.
 - (7) To service as the Building Board of Appeals.
 - (g) *Powers and duties of River Commission.* The powers and duties of the River Commission shall be:
 - (1) To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 - (2) To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 - (3) To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 - (4) To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 - (5) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions.
 - (7) To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 - (8) At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
 - (h) *Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.*

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- (1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.
 - (2) A surcharge equal to twenty-five (25) percent of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created.
 - (3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.
 - (4) The Board shall disburse monies from the Fund in the following manner:
 - a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.
 - b. Second, not less than fifty (50) percent of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims (and witnesses) services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.
 - c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.
 - (5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:
 - a. Provision of services for early crisis intervention;
 - b. Assistance in prompt return of victims' property;
 - c. Assistance to victims and witnesses in arranging transportation to and from court;
 - d. Provision of translator services;
 - e. Protection from threats of harm and other forms of intimidation;
 - f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and

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- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).
 - (6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.
 - (7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.
 - (i) *Powers and duties of Transportation Commission.* The powers and duties of the Transportation Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
 - (2) To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
 - (3) To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
 - (5) To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
 - (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
 - (j) Reserved.
 - (k) *Powers and duties of Glenwood Springs Housing Commission.* The powers and duties of the Housing Commission shall be:
 - (1) To investigate, study and report to the City Council any and all matters concerning housing issues which directly affect the City, including the preparation of a Comprehensive Housing Affordability Strategy (CHAS).
 - (2) To assist City Council in defining the nature and scope of housing opportunities in the City.
 - (3) To meet with the City Council on an annual basis to identify which housing issues require priority attention.
 - (4) To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the housing needs of the City.
 - (5) To perform functions concerning oversight of housing issues or functions as delegated by the City Council, including monitoring the implementation of activities as described in the CHAS.

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- (6) To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.
- (l) *Powers and duties of Historic Preservation Commission.* The powers and duties of the Historic Preservation Commission shall be:
- (1) To recommend to City Council methods for the protection and preservation of the City's historic and cultural heritage, including, but not limited to, the designation of historic landmarks and districts by appropriate regulations.
 - (2) To recommend to City Council methods for enhancing property values and the stabilization of historic neighborhoods.
 - (3) To recommend to City Council methods for increasing economic and financial benefits, including, but not limited to, City attractions.
 - (4) To provide educational opportunities to increase public appreciation of the City's unique heritage.
 - (5) To do any other tasks related to the historic preservation of resources in the community of Glenwood Springs.
- (m) *Powers and duties of 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.
- (n) *Powers and duties of Arts and Culture Board.* The powers and duties of the Arts and Culture Board shall be:

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- (1) To promote awareness, access, and appreciation of the fine, performing, and practical arts for City residents and visitors.
 - (2) To advise the City Council in connection with all matters relating to the artistic and cultural development of the City.
 - (3) To provide opportunities for cultural and art experience and education for children and adults.
 - (4) To promote increased interaction and collaboration among artists, art-related organizations, and opportunities for growth and exposure.
 - (5) To promote knowledge and appreciation for cultural forms of artistic expression.
 - (6) To make recommendations to the City Council with respect to fundraising and annual budget appropriations for the arts.
 - (7) To advise and consult with local arts groups as requested by such groups or by the City Council.

(Code 1971 §§ 2-64.1, 2-2, 2-65[a], [b], 2-65.1, 4-78, 4-232, 4-155, 15-2; 26-84 § 3; 19-89 § 3; 12-90 § 1; 54-90 § 3; 39-91 § 3; 10-93 § 2; 29-93 § 3; 7-94 § 3; 17-94 § 1; 23-94 § 3; 10-95 § 3; 11-95; 19-95 § 3; 46-95 § 1; 55-95 § 1; 28-97 § 3; 29-97 § 5; 32-97 § 1; 42-00 § 1; 61-01 § 3, 4, 5; 61-02 § 4; 9-04 § 1; 20-04, § 1; 33-05, § 2; 7-06 § 3; 13-06, § 2; 6-08 § 2; 12-10 § 2; 2-12 § 2; Ord. No. 16-2017, § 4, 8-17-2017; Ord. No. 2-2018, § 3, 1-18-2018; Ord. No. 6-2018, § 3, 3-1-2018; Ord. No. 21-2018, § 3, 9-20-2018; Ord. No. 2-2021, § 2(Exh. A), 4-15-2021)

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;
 - Building Board of Appeals.
- (2) March:
 - Transportation Commission;
 - Arts and Culture Board;
 - Parks and Recreation Commission;
 - Airport Board;
 - River Commission.
- (3) April:
 - Local Liquor Licensing Authority;
 - Victim's Witnesses Assistance and Law Enforcement Board;
 - Historic Preservation Commission;

Glenwood Springs Housing Commission.

- (b) *Alternate members.* The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.
- (c) *Limit to term of members.* No board member shall serve more than two (2) successive terms on the same board or commission.
- (d) *Removal of members.* All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.
- (e) *Vacancies.* The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018; Ord. No. 29-2020 , § 2, 1-7-2021)

[View results](#)

Respondent

15

Anonymous

03:14

Time to complete

VALE Board Application

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

Composition of the VALE Board:

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

- Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- The Chief of Police as an advisory member, but a nonvoting member of the Board.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Housing Commission. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.

2. Name *

Melissa Jones

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

6. Work Phone *

7. Mobile Phone *

8. Email Address *

9. Occupation *

Personal and Professional Interests

10. Describe any experience with maintaining confidential information. *

11. Have you ever been a victim of a crime? *

12. Have you ever been convicted of a crime? If so, what was the violation? *

13. Have you, a close family member, or friend ever been employed in the law enforcement or criminal justice system? *

14. Do you have any experience working with people on a board, commission, committee, or as part of some other decision making group? *

15. The VALE Board meetings typically occur one morning a month. Will you be sufficiently available to participate? *

Yes

16. Please enter today's date *

1/9/2024



17. Have you previously served on the VALE Board? *

☐ No

☒ Yes

Reappointment Applicants

18. Why do you think you should be reappointed? *

I truly enjoy helping the community be able to rebound from being victims of crime, when applicable. It's important to serve our community and be responsible with the funds we are entrusted with.

19. Have you served two full successive terms on the VALE Board? *

No

Powers and Duties of the VALE Board

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

(h) Powers and duties of the Victim's and Witnesses Assistance and Law Enforcement Board.

(1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.

(2) A surcharge equal to twenty-five percent (25%) of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created. (A 33-05,\$2)

(3) The Victim's and Witnesses Assistance and Law Enforcement Fund, hereinafter referred to as the "Fund," consist of all monies paid as a surcharge as provided in Subsection (2) above. All monies deposited in the Fund shall be deposited in an interest-bearing account, and all interest earned by monies in the Fund shall be credited to the Fund. The City Manager, by and through the Finance Director, shall be responsible for establishing a separate fund for purposes of accounting for the revenues and expenditures. At the conclusion of each fiscal year, all monies remaining in the Fund shall remain in the Fund for allocation as hereinafter set forth.

(4) The Board shall disburse monies from the Fund in the following manner:

- a. First, to the payment of all reasonable and necessary expenses and costs incurred by the Board in the performance of its duties, including but not limited to professional fees, office supplies and meeting expenses.
- b. Second, not less than fifty percent (50%) of the monies remaining in the Fund after the deduction of reasonable expenses and costs shall be allocated for the purchase of victims and witnesses services and reimbursements, as hereinafter set forth. No funds shall be paid except in those specific instances where a police report has been filed by the Police Department for an alleged violation of a municipal ordinance, regardless of whether the perpetrator has been identified, arrested or prosecuted.
- c. Third, any remaining monies may be allocated to the Police Department for the following purposes, including, but not limited to: equipment purchases, training programs for personnel and the employment of additional personnel. Such funds shall not be used by the Police Department for defraying the costs of routine and ongoing operating expenses. No disbursement within this category of expenditure shall be made without the approval of the City Council following a written recommendation by the Board.

Powers and Duties of the VALE Board - Continued

(5) Disbursement of funds by the Board on behalf of the victim's and witnesses assistance services may be used for the following purposes:

- a. Provision of services for early crisis intervention;
- b. Assistance in prompt return of victims' property;
- c. Assistance to victims and witnesses in arranging transportation to and from court;
- d. Provision of translator services;
- e. Protection from threats of harm and other forms of intimidation
- f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and
- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).

(6) The Board is authorized to accept and evaluate all applications for disbursement of funds, whether emanating from victims, witnesses or law enforcement agencies. Applications for disbursement shall be made upon forms prescribed by the Board, and made available by the Municipal Court and the Police Department. The Board shall establish its own criteria for evaluating applications for disbursement, and nothing herein contained shall obligate the Board to make disbursement of any funds available to it. Upon a finding by the Board that a disbursement shall be made from the Fund, the Board shall submit a written request for payment to the Finance Department, which shall then remit payment in accordance with the request.

(7) The Board is required to submit minutes of its meetings to the City Council at the next regular Council meeting following the Board's meeting.

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:

April:

Victim's Witnesses Assistance and Law Enforcement Board;

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. No board member shall serve more than two (2) successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018, § 2, 4-20-2018)

[View results](#)

Respondent

16

Anonymous

15:01

Time to complete

VALE Board Application

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

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

- Five (5) citizens, at least four (4) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- The Chief of Police as an advisory member, but a nonvoting member of the Board.

Personal Information

1. Membership Qualifications *

You must qualify with one of the options below to be eligible to serve on the Housing Commission. Please select the option that applies to you.

- ☐ Resident of Glenwood Springs within city limits.
- ☒ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.

2. Name *

Mark Fishbein

3. Home Address *

[REDACTED]

4. Mailing Address *

[REDACTED]

5. Home Phone *

6. Work Phone *

7. Mobile Phone *

8. Email Address *

9. Occupation *

Personal and Professional Interests

10. Describe any experience with maintaining confidential information. *

In my capacity as a psychologist in the public service (schools etc..) I am in continual, daily, situations requiring confidentiality. For example, I may be approached by an individual and have a professional relationship where they are the confidential relationship. I do not disclose any information that could identify this person unless as directed by law.

11. Have you ever been a victim of a crime? *

No

12. Have you ever been convicted of a crime? If so, what was the violation? *

No

13. Have you, a close family member, or friend ever been employed in the law enforcement or criminal justice system? *

Yes, I was the jail psychologist for Pitkin County and I worked in probation in Santa Barbara.

14. Do you have any experience working with people on a board, commission, committee, or as part of some other decision making group? *

Yes, I am a member of the VAIL board currently, the No Name water association board for 3 years and the post independent editorial board.
I am also on several corporate boards.

15. The VALE Board meetings typically occur one morning a month. Will you be sufficiently available to participate? *

Yes

16. Please enter today's date *

1/9/2024



17. Have you previously served on the VALE Board? *

☐ No

☒ Yes

Reappointment Applicants

18. Why do you think you should be reappointed? *

I am applying for a regular seat. I have a strong interest in helping victims of crime begin to regain a loss.

19. Have you served two full successive terms on the VALE Board? *

No

Powers and Duties of the VALE Board

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

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(1) The Board shall designate one (1) of its members as chairman, shall establish rules of procedure and order and shall hold meetings as it might deem necessary.

(2) A surcharge equal to twenty-five percent (25%) of the fine imposed for violation of all municipal ordinances, including ordinance violations under the Model Traffic Code, is hereby levied on each Municipal Court action resulting in a conviction, plea of guilty or no contest or in a deferred judgment and sentence, which municipal ordinance violation is charged pursuant to City ordinances. All calculated surcharge amounts resulting in dollars and cents shall be rounded to the nearest whole dollar. In the event a portion of the fine is suspended, the surcharge levied shall be computed based upon the original fine, regardless of whether a portion of said fine has been suspended. Said surcharges shall be paid to the Clerk of the Court by the defendant, and said Clerk shall deposit the money so received in the fund hereinafter created. (A 33-05,\$2)

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- e. Protection from threats of harm and other forms of intimidation
- f. Reasonable medical and hospital expenses and expenses incurred for dentures, eyeglasses, hearing aids or other prosthetic or medically necessary devices; and
- g. Losses resulting from property damage, including repair or replacement of property damaged as a result of crime or payment of the deductible amount on a residential insurance policy in an amount not to exceed five hundred dollars (\$500.00). Victims' recovery due to property damage shall not exceed five hundred dollars (\$500.00) for any crime, but in no case shall a loss be compensable if the aggregate property damages are less than twenty-five dollars (\$25.00).

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(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018, § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item:	Award Bid 2024-02Q Three Phase Transformers
Action Requested:	City Council Approval to Award RFQ 2024-02Q to MVA in the amount of \$276,195.66 as the Lowest Qualified Bidder.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The City of Glenwood Springs Electric Department purchases new transformers yearly as part of our capital improvement plan and to supply new transformers to developments as they come online. The RFQ was for 16 transformers; 10 of them will be paid for and installed at the BLD project in the Meadows. The other 6 transformers will go back into stock to replace the ones installed last year. BLD will covering \$181,818.40 of the total bid and the Electric Department's Capital Outlay budget of \$200,000 will cover the remaining costs. Bids ranged from \$276,195.66 to \$863,177.00.
Issues:	None at this time.
Fiscal Impact:	The costs will be covered by a budgetted line item and a developer deposit.
Legal Review:	None at this time.
Staff Recommendation:	Staff is Recommending City Council Approve Award RFQ 2024-02Q to MVA in the amount of \$276,195.66 as the Lowest Qualified Bidder.



Packet Page 113

Specification for the Three Phase Pad Mounted Transformer

KVA Rating	112.5KVA	300KVA	150KVA	225KVA
QTY	2	10	2	2
Type	Loop-feed, dead front			
Tank Color	Manufacturer's green(Munsell 7.0 GY3.29/1.5)			
Standard	ANSI			
H.V.	13200 volt grounded Y/7620 volt		13200 volt grounded Y/7620 volt	
L.V.	208/120V		480/277V	
Vector Group	YNyn0			
Kind of Installation	Outdoor Type, Pad Mounted			
Frequency	60HZ			
No. of Phanse	3			
Working Temperature	±40°C			
Temperature Rise	65°C			
Altitude	1000M			
Winding Material	Aluminum			
Core Material	Silicon steel core, 5-legged			
Mininum Impedance(85°C)	ANSI C57.12.26-1992			
Oil	Mineral oil			
Cooling Type	O/A			
Tapping Range	No tap			
BIL(HV)	95KV			
BIL(LV)	15KV			
Insulation Class of HV	15KV			
Insulation Class of LV	1.2KV			
NLL(W)85°C	320	680	410	355
LL (W)85°C	1730	3850	2230	2290
Total Loss(W)	2050	4530	2640	2645
Loss Tolerance(DOE2016)	No more than 10% for no-load losses, 6% for total losses			
Minimum Efficiency	99.11%	99.27%	99.16%	99.23%
Max. Winding Temp.	65°C			
Max. Temp. Rise of Top Oil	60°C			
Hottest spot	80°C			
No.of H.V. Bushing	6, bushing well and bushing insert			
No.of L.V. Bushing	4 (Four hole spade)			
Load break switch	Four position switch			
Oil	Mineral oil			
Nameplate	Stainless steel			
Accessories	oil-immersed fuse, current limiting fuse, bayonet fuse, oil drip plate; Oil level indicator; Temperature level indicator; Pressure relief device; vacuum pressure gauge.			
Warranty	1 year			

CERTIFICATE OF REGISTRATION

This is to certify that the management system of:

MVA Puissance Inc / MVA Power Inc

Main Site: 734 rue Saint Étienne,
L'Assomption, Québec, J5W 1Z1, Canada

has been registered by Intertek as conforming to the requirements of:

ISO 9001:2015

The management system is applicable to:

Design, manufacturing and supply of structures for the power transmission, power distribution, power substations, telecommunications, and light rail networks; design, manufacture and supply of equipment, materials and components for the high voltage and medium voltage power networks, light rail and fiber optic networks individually or for turnkey packages.

Certificate Number:
0097401

Initial Certification Date:
19 December 2019

Date of Certification Decision:
18 November 2022

Issuing Date:
18 November 2022

Valid Until:
18 December 2025



intertek



A handwritten signature in black ink.

Calin Moldoveanu
President, Business Assurance

Intertek Testing Services NA, Inc.
900 Chelmsford Street, Lowell
MA 01851, USA





1 Rue Holly
Montreal, PQ, H3X 3K6
Tel: 450-589-0445
Fax: 450-589-0733
Email: Info@MVAPOWER.qc.ca

MVA Power Inc.. QUALITY MANUAL

Montreal, QC Operations

NOTE: EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THIS QUALITY MANUAL IS THE PROPERTY OF MVA Power Inc.. THIS DOCUMENT IS ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED OR USED AS THE BASIS FOR MANUFACTURE OR SALE OF PRODUCT WITHOUT PERMISSION.

Revision Number	Effective Date	Revision Description
0	1-30-2008	Original issue

APPROVALS

NAME	FUNCTION
Marc Hadid, Eng. (Electrical Engineer)	President MVA Power Inc.
Charly-Marc Hadid, Eng. (Industrial Engineer)	V.P. Sales & Marketing MVA Power Inc.
Ismail Ghunir	Quality Manager MVA Power Inc.
Benjamin-Avi Hadid	Shipping & Warehouse Manager MVA Power Inc.

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- 1.0 Management Responsibility
- 2.0 Quality Systems
- 3.0 Contract & Specification Review
- 4.0 Design Control
- 5.0 Document Control
- 6.0 Purchasing
- 7.0 Control of customer supplied material
- 8.0 Product Identification & Traceability
- 9.0 Process Control
- 10.0 Inspection & Testing
- 11.0 Control of Inspection, Measuring and Test Equipment
- 12.0 Inspection & Test Status
- 13.0 Control of Non-conforming Product
- 14.0 Handling, Storage, Packaging, Preservation & Delivery
- 15.0 Control of Quality Records
- 16.0 Internal Quality Audits
- 17.0 Training
- 18.0 Servicing Manufactured Goods

1.0 MANAGEMENT RESPONSIBILITY

1.1 Quality Policy

The quality policy is to achieve and maintain customer satisfaction for all our products and services. Policy objectives are as follows:

- assure that products and services are *right the first time*
- deliver products and services on time to both internal and external customers
- minimize all scrap and waste

2.0 QUALITY SYSTEM

The quality system described in this manual is designed to meet our customer's needs in terms of product quality, on-time-delivery, customer service and product performance.

3.0 CONTRACT and/or SPECIFICATION REVIEW

3.1 General

Most purchases are made on a "commercial" basis without a specific CONTRACT or SPECIFICATION. Those purchases made on a CONTRACT and/or SPECIFICATION basis are handled as indicated below.

3.2 Review

If are purchased in accordance with a CONTRACT or SPECIFICATION, a preliminary review is conducted by sales to determine if there are any special or non-standard requirements. If so, the CONTRACT or SPECIFICATION is forwarded to DESIGN, MANUFACTURING ENGINEERING and QUALITY ASSURANCE for comment which may include

- expected product performance relative to customer requirements (including supporting test reports)
- cost of any non-standard testing
- time required to execute any non-standard testing
- cost of any non-standard packaging
- exceptions or clarifications to requirements contained in the CONTRACT or SPECIFICATION

3.3 Amendment to Contract

After MVA Power Inc.. accepts a firm order from a customer, amendments to the CONTRACT or SPECIFICATION

may still be necessary in cases where:

- the needs of the customer change sufficiently to alter the terms of the contract
- MVA Power Inc.. encounters unexpected delays in providing the product

3.3 Records

A record of review and response to the CONTRACT and/or SPECIFICATION is maintained in the Engineering Project File. Each project is assigned a project number (e.g. VAXxx).

4.0 DESIGN CONTROL

4.1 General

The need for a design and development project arises when:

- MVA Power Inc.. decides to enter or create a new market of products
- the customer requests MVA Power Inc.. to manufacture an unproven design

4.2 Design and Development Planning

Design and development projects have three distinct stages:

4.2.1 Market Analysis

An analysis is performed to determine current and future market conditions.

4.2.2 Proposal to R & D Committee

Based on market analysis, a decision is made on whether or not to prepare a proposal to present to the R & D Committee. The R & D Committee is comprised of top management, product managers and technical managers. The R & D Committee determines whether the proposal should become a formal project.

4.2.3 Project Monitoring

Project activity and status is reviewed each quarter in the R & D Committee meeting.

4.3 Design Input

Design input is all the information needed to design a product. This could include one or more of the following:

- environmental conditions where the product will be installed
- product performance requirements as stated by the customer
- correspondence between the customer and MVA Power Inc. concerning design
- any industry imposed standards
- any statutory or regulatory requirements

4.4 Design Output

Design output is the translation of customer or market product requirements into a product design and predicted performance. The design must be consistent with MVA Power Inc.'s manufacturing capability, thus facilitating the transition to manufacturing a prototype and ultimately a production run. The design output should:

- be verified against design input requirements and validated
- contain acceptance criteria (testing)
- identify characteristics that are crucial to safe and proper handling or use
- be reviewed and approved before release to manufacturing and sales

4.5 Design Review

Design reviews are conducted by the R & D Committee on a quarterly basis. Records are maintained in the form of meeting minutes.

4.6 Design Validation

Design validation is used to assure that the final design satisfies the Design Inputs and Design Outputs. Design validation includes testing of the final product design to assure that the design satisfies the defined performance criteria.

4.7 Design Change Request

The need for a design change may be identified by one or more of the following:

- customer
- Application Engineering
- Design Engineering
- Manufacturing Engineering
- Manufacturing
- Materials
- Quality Assurance

4.8 Design Change Control

Design Engineering is the only function approved to document, review and approve changes. Records of change are maintained in Project Files and detailed on drawing revision notes.

5.0 DOCUMENT CONTROL

5.1 General

Documents are controlled to ensure that:

- information is easily accessible at appropriate locations
- only current revisions of documents are in use at all times
- obsolete documents are discarded

Two document control systems are utilized:

- LAN (local area network) based system
- Paper controlled system (limited use)

Complete system description is done according to customers requests & specifications for Doc Control (if applicable). In other cases, MVA Power keeps documents secure in paper & electronic copies for easy access when needed (i.e. MRB – Material Requirement Book or Project Book).

5.2 Document and Data Approval & Issue

5.2.1 Approval

All documents and data are approved and reviewed for adequacy by authorized associates, or their delegate, prior to release.

5.2.1.1 LAN Controlled Documents

Electronic media documents are approved using the LAN document control system.

5.2.1.2 Paper Controlled Documents

Paper controlled documents are approved by the author, or person currently performing that function.

5.2.2 Issue

5.2.2.1 LAN Controlled Documents

LAN documents are kept in a secure location on the LAN which is accessible by MVA Power Inc. associates, for use when needed. Hard copies on LAN documents can be printed; but, a watermark will appear on those hard copies indicating “valid only (date of print)”.

5.2.2.2 Paper Controlled Documents

Paper documents are controlled and issued by the originator, or person currently performing that function.

5.2.3 Current Revision Status

The LAN document control system includes a document index. This index identifies each document with the appropriate status, as follows:

- document number assigned
- document routing for approval
- approved
- obsolete

5.3 Document and Data Change

Document and data changes are reviewed and approved by the function that approved the original document.

6.0 PURCHASING

6.1 General

Purchasing of raw material, semi-finished goods and finished product for resale is based on reference numbers, referred to as “item numbers”. Item numbers are set-up, maintained and controlled by the Engineering Department. The item number master includes the name of qualified supplier(s), the appropriate drawing number and any special instructions that need to be communicated to the supplier on the PO.

6.2 Supplier Evaluation

Suppliers of critical products are evaluated to ensure that they are capable of meeting MVA Power Inc. requirements.

6.2.1 Evaluation Methods

MVA Power Inc. qualifies major suppliers by means of review of their ISO9000 certificate, QA Manual, Reference list & contacts or a visit to the supplier’s facility. A new or existing supplier must submit samples for “1st article” approval on any article manufactured for the first time. Following 1st article approval, that article/supplier is qualified.

at MVA POWER INC.. evaluates each supplier’s capability by means of product receipt inspection on least the first four consecutive receipts after 1st article approval.

MVA POWER INC.. evaluates major supplier’s quality systems by means of a visit to the supplier’s facility and by the review of their quality manual & NCR Reports on similar project scopes.

6.3 Purchasing Data

Suppliers are sent a purchase order that precisely identifies the material being ordered. This may include one or more of the following:

- product description
- supplier or customer’s drawing number (contains technical and quality requirements)
- special manufacturing requirements
- material description

On certain critical products, suppliers are provided with a Material Specification which contains a complete description of technical and quality requirements.

6.4 Purchase Order Approval

The planner/buyers have the authority to purchase existing items from existing suppliers. New suppliers of existing items or new items are evaluated as previously described. New raw material items are reviewed to assure conformance to necessary technical and quality requirements prior to authorization to add the item to the purchasing data base.

6.5 Verification of Materials at Point of Manufacture

MVA POWER INC.. does not normally perform verification of materials at the supplier’s manufacturing facility.

7.0 CONTROL OF CUSTOMER SUPPLIED MATERIAL

MVA Power Inc. does not currently use customer supplied material. If such activity developed, the Materials Manager is responsible for documenting and implementing the appropriate procedures.

8.0 PRODUCT IDENTIFICATION AND TRACEABILITY

8.1 Identification

Product is identified at receipt and at all stages of production, delivery and installation.

8.1.1 At Receipt

All raw materials, semi-finished goods and finished goods for resale are identified according to MVA Power Inc or client requirements, as specified on drawings and/or item master detail.

8.1.2 During Production

All sub-assembly components and all finished assemblies are identified with a unique manufacturing number. This identifying number travels with the components throughout manufacturing.

8.1.3 Finished Goods Inventory, Delivery and Installation

At a minimum, each finished assembly is identified with the MVA Power Inc. catalog number.

8.2 Traceability

On every contract, traceability from receipt thru manufacturing to finished goods is rigidly controlled. Receipts are traceable to a specific project number, PO number or item description.

Production lots are stored-in and shipments are traceable-to specific inventory locations; but one or more production lots may be in the same inventory location.

9.0 PROCESS CONTROL

9.1 Planning and Work Instructions

Discrete job travelers accompany each production lot throughout its manufacturing cycle. The Discrete Job Traveler provides the order of operations and work instructions for each operation.

9.2 Special Processes

Special processes (where applicable) include Magnetic Particle Inspection, Heat Treating and Welding. These processes are qualified, monitored and controlled as follows:

Magnetic Particle Inspection is performed by a trained and certified inspector.

Heat Treating is verified by mechanical test reports (T,Y,E) or hardness test reports.

Welding is done using qualified procedures, welding procedure specifications and certified welders.

10.0 INSPECTION AND TESTING

10.1 General

Inspection and/or testing is conducted at three critical process steps: Receiving, Manufacturing, Finished Production.

10.2 Receiving Inspection

All materials designated for use in product manufacturing and all finished goods purchased and designated for sale with MVA Power Inc. products are subjected to Receiving Inspection. The following types of materials are actually inspected:

- Any product from a new supplier
- Any new product from existing supplier
- Any product that is found defective during manufacturing
- Certain critical products

Articles are inspected according to various Receiving Inspection Checklists (BOL – Bill of Lading) and/or drawings.

Inspection includes verification of any required supplier certifications and in-house testing as specified in the Receiving Inspection Checklist. Receiving Inspection is conducted in a designated area. Items are moved from Receiving Inspection only upon authorization by the Receiving Inspection function.

10.3 Manufacturing Quality Control

Each manufacturing plant is responsible for product quality exiting that plant. A quality process flow chart is used at each plant. This flow chart details how quality is to be controlled and what quality records are to be made. A quality record is generated for each production lot at each

plant.

10.4 Final Inspection and Testing

Each completed production lot is submitted to Final Inspection. These lots are inspected based on requirements specified on drawings and in manufacturing instructions that are routed with each lot. In addition, Inspection Checklists detail inspection and test instructions for many types of products. A record of each inspection is maintained. The system for handling non-conforming product is described later in this manual.

11.0 CONTROL OF INSPECTION, MEASURING and TEST EQUIPMENT

11.1 General

Procedures to control, calibrate and maintain measuring and test equipment are documented.

11.2 Control Procedure

Inspection, measuring and test equipment are controlled by:

- selecting appropriate test equipment that is capable of the necessary accuracy and precision defined by the measurements that need to be made
- identifying all test equipment with a unique equipment number, calibration status, technician (or external service) that performed the calibration and next calibration date
- calibrating and adjusting at predefined intervals against recognized industry standards, or in the cases where no standards exist, documenting the basis of calibration
- documenting details of equipment type, unique identification, location, frequency of checks, check method, acceptance criteria, action taken when acceptance criteria is not met and records for all calibrations performed
- accessing and documenting the validity of test records produced from equipment that has been found to be out of calibration
- ensuring that environmental conditions are appropriate for calibration (both internal and external) and tests being performed
- assuring that proper handling and storage of equipment is appropriate to maintain accuracy and fitness for use
- where appropriate, safeguarding equipment hardware and software from inadvertent adjustments that would invalidate the calibration settings

If a measurement device is found to be out of calibration, the validity of prior inspection and test results is assessed as follows:

- The device is taken out of service immediately.
- The Quality Manager is notified of the finding.
- A review of the time frame and validity of previous measurements on product produced and tested with the suspect device is evaluated for risk by the Quality Manager.
- The QA Manager reviews the finding with Production, Engineering and Sales to determine whether any action is necessary, i.e. product hold, product retest, product recall.

12.0 INSPECTION and TEST STATUS

Inspection Status and Inspection data are documented at each manufacturing work center as part of the Quality At The Source system. Each operation, when complete, is “signed-off” on the manufacturing order (MO) by the operator at each work center. Inspection and Test Status is also documented at Final Inspection. Should all or part of a production lot fail inspection or test, such failure is noted on the manufacturing order and handled as described in another section of this manual.

13.0 CONTROL OF NON-CONFORMING PRODUCT

13.1 General

Non-conforming material is documented on a Non-Conforming Material Inspection Report (NCMIR). The NCMIR identifies the non-conforming material, documents the type of non-conformance and

provides for material review, disposition and corrective action.

13.2 Types of Non-conforming Product

Non-conforming product is identified as TYPE I or TYPE II. Quality Assurance Technicians are authorized to execute the review, disposition and corrective action on TYPE I non-conforming product. TYPE II non-conforming product is submitted to the Material Review Board (MRB).

13.3 Material Review Board

The Material Review Board (MRB) consists of the Manufacturing Team Manager, the Quality Team Manager and the appropriate Application/Design Engineer. The MRB must reach consensus regarding disposition and corrective action. In cases where the non-conforming condition does not effect function of the part, customer input may be requested and considered.

13.4 Disposition of Non-conforming Product

Disposition includes the following options:

- accept as-is
- rework and reinspect
- sort and remanufacture shortage
- scrap and remanufacture

13.5 Corrective Action

The NCMIR provides for determination of the root cause and specifies corrective action which may include such things as:

- retraining of manufacturing associate
- process capability studies
- modifications to drawings, drawing tolerances
- modifications to manufacturing procedures
- modifications to Quality At The Source procedures

14.0 HANDLING, STORAGE, PACKAGING, PRESERVATION and DELIVERY

14.1 Handling

All raw material, sub-assemblies and finished product are handled to prevent damage and deterioration. Large items are handled with fork lifts operated by associates with specific training and certification.

14.2 Storage

All raw materials are stored in designated and controlled warehouse locations to prevent damage and to facilitate inventory control. All in-process material is stored in staging areas behind the next process.

14.3 Packaging

Packaging and marking requirements are specified on the manufacturing order and supplemented by additional instructions on the packing request sheet known as the “pick”.

14.4 Preservation

Many components are sealed in bio-degradable waterproof plastic. The plastic bio-degrades after about six months of exposure to sunlight. Standard shipping containers are heavy duty water resistant cardboard.

14.5 Delivery

The method of shipment is determined on a “least cost” basis unless otherwise specified by the customer.

15.0 CONTROL OF QUALITY RECORDS

15.1 General

Quality records are maintained to demonstrate conformance of products and processes to specified requirements.

15.2 Types of Quality Records

Quality records include, but are not limited to, the following:

- Material purchasing records
- Receiving Inspection (Receipt Traveler)
- Supplier Certification of Conformance or Test Reports
- Inventory Control Records
- Manufacturing procedures
- Manufacturing quality records
- Quality Assurance inspection and test records

16.0 INTERNAL QUALITY AUDITS

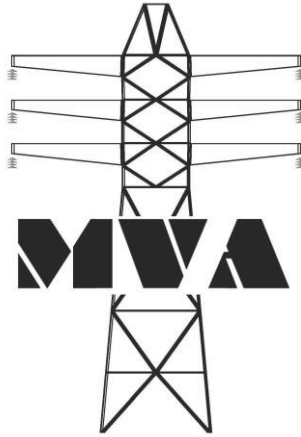
Quality at the Source is audited on a daily basis to ensure that plant quality records are reliable and complete.

17.0 TRAINING

All associates are required to complete a variety of training activities. A training record is maintained for each associate. Periodic audits are conducted to assure that each associate's training requirements are current and updated, if needed.

18.0 SERVICING MANUFACTURED GOODS

MVA POWER INC.. does not provide servicing to manufactured goods. MVA POWER INC.. does provide field service consultation upon customer request.



MVA POWER INC.

HEALTH, SAFETY & ENVIRONMENT MANUAL **An introduction to our HSE management system**

Version: 1011

October 2011

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1.1 INTRODUCTION

MVA Power Inc. is a Canadian manufacturer and distributor of equipment for medium and high voltage substations and power distribution and transmission lines.

With its steel manufacturing division, MVA Power Inc. is specialised in the detailed design, manufacturing and supply all electrical and mechanical equipment, hardware and accessories for energy and electrification projects of this nature.

This OHS Manual outlines our health and safety management system, and provides reference to other documents and aspects of the system.

1.2 VALUES

Integrity:

We believe integrity is the foundation of our individual and corporate actions that drives an organization of which we are proud.

- We are a responsible corporate citizen committed to the health and safety of people, protection of the environment, and compliance with laws, regulations, and company policies.
- We are honest, trustworthy, respectful and ethical in our actions.
- We honor our commitments.
- We are accountable for our actions, successes and failures.

Teamwork:

We believe teamwork leverages our individual strengths.

- We are committed to common goals.
- We expect everyone to actively participate on the MVA team.
- We openly communicate up, down, and across the organization.
- We value the diversity of our workforce.

Customer Centricity

Our customers are at the center of everything we do, and our products, services and business processes must be tuned to their needs. Every action we take must be aimed at doing the best job for our customers - both external and internal and we must listen to our customers and champion their interests at every moment.

Competitiveness

Today's environment demands that we remain nimble, flexible and responsive. We will always strive for market leadership, taking advantage of market opportunities and maintaining a competitive edge. Our organization will remain focused on operational excellence, and creating the most cost-efficient and customer-centric structure.

Respect

We respect every individual. We draw strength from equal opportunity and diversity, at the same time supporting personal growth and development. We value and we all benefit from the spirit of each individual.

1.3 HEALTH, SAFETY & ENVIRONMENTAL POLICY STATEMENT

1.3.1 Principles

MVA is committed to operating its business in a manner that prevents harm to people and the environment.

Health, safety and environmental considerations of our activities are integral to the success of our organization.

The authority, responsibility and accountability for health, safety and environmental aspects of our business will be clearly defined.

1.3.2 Aims

In accordance with these principles, MVA aims to:

- Provide adequate control of the health safety environmental risks arising from our work activities
- Consult with our employees on matters affecting their health and safety
- Provide and maintain safe shop and equipment;
- Ensure safe handling and use of substances
- To provide information, instruction and supervision for employees
- To ensure all employees are competent to do their task, and to give them adequate training
- Comply with applicable health, safety and environmental legislation;
- To prevent incidents and cases of work related ill health.
- To maintain safe and healthy working conditions
- Continuously improve, review and revise health, safety and environmental policy as necessary at regular intervals.

1.3.3 ACCOUNTABILITY AND RESPONSIBILITY

The health and safety of people, protection of the environment and the minimization of loss to equipment or property are the key priorities that form the basis for MVA's HSE Management System. Employees at all levels are expected to reflect these priorities during the performance of their work activities. The following "Measures of Success" are beliefs that management and employees must share to foster a positive, proactive, and continually improving HSE culture.

1.3.4 SAFETY: MEASURES OF SUCCESS

- Accidents/incidents are preventable
- Operational and transport exposures can be reasonably safeguarded
- Safety is a shared responsibility between management and employees
- Safety is a line management function and all levels of authority are accountable for events and conditions under their control
- Preventing accidents/incidents is good business
- Working safely is a condition of employment

1.3.5 SENIOR MANAGEMENT RESPONSIBILITIES

At the senior level, management is responsible and accountable for the planning, leading, and controlling required for the prevention of loss and the continuous improvement of the HSE system. This is accomplished by:

- Ensuring, as far as reasonably practical, the health, safety, and welfare of all employees and others at our sites or affected by our operations
- Ensuring that all employees are made aware of their HSE responsibilities and duties

- Providing HSE leadership by endorsing the HSE Policy, as well as initiating and directing the formulation of annual HSE plans and objectives
- Providing the financial and human resources required to administer the HSE management system and monitor its effectiveness
- Being familiar with action plans regarding HSE risks, opportunities, and current issues
- Providing guidance and advice regarding HSE initiatives and concerns

1.3.6 SUPERVISOR RESPONSIBILITIES

Examples of supervisory personnel include Team Leaders, Service Supervisors, and Shop Foremen. Supervisors are responsible and accountable for maintaining a safe worksite by:

- Providing leadership by complying with, monitoring, and insisting on employee and contractor compliance to regulatory, MVA, and the operating company's HSE standards and requirements
- Providing leadership by commending employees for appropriate behaviour or implementing corrective measures as required in order to maintain established HSE performance standards
- Ensuring that employees are familiar with regulatory, MVA, and the applicable operating company's HSE standards and requirements for the operations being performed
- Ensuring that all equipment is maintained in a safe operating condition, that hazard assessments are performed as specified in the Safety Standards Manual, and that hazardous conditions or unsafe acts are identified, evaluated, eliminated, or controlled
- Communicating with operating companies' representatives regarding HSE issues relevant to operations being performed
- Ensuring that employees under their direction are properly trained to perform their tasks in a safe and environmentally responsible, or remain under the guidance of a qualified worker
- Ensuring appropriate, well maintained safety and personal protective equipment is available and worn as required, and that employees receive adequate training in the use, limitations, and maintenance of the equipment

1.3.7 EMPLOYEE RESPONSIBILITIES

Your HSE responsibilities as an employee or contractor are:

- Taking reasonable care to protect your health and safety, or the health and safety of other workers or anyone exposed to our operations. Complying with and performing work activities according to established HSE standards, procedures, and practices
- Refusing to perform work that poses or may pose imminent danger to you or to any other individual. "Imminent Danger" means a danger that is not normal for a workers occupation or a danger under which a person engaged in that occupation would not normally perform during his or her work. If you refuse to perform work that might be dangerous, inform your supervisor or manager. The applicable manager or supervisor shall investigate the situation and take actions necessary to eliminate or control hazards
- Reporting all potential hazards, unsafe work practices, accidents/incidents, injuries, illness, spill/releases, violations, and non conformances to your immediate supervisor
- Using and maintaining designated safety and personal protective equipment as required to minimize or control hazards
- Asking your supervisor or manager for clarification and direction when you are unsure about a specific task or operation

1.3.8 CONTRACTOR RESPONSIBILITIES

As far as reasonably practical, contractors are responsible and accountable for ensuring the health and safety of their employees, and all individuals exposed to the contractor's work. Prior to being hired, contractors who perform safety sensitive work or work that involves environmental risks will be subject to and HSE program evaluation. These contractors must meet

the requirements specified and on the MVA "Contractor Selection Checklist" in order to be eligible for hire. A copy of the checklist can be found.

In addition to the above noted requirements, all contractors are responsible for:

- Complying with and ensuring that all persons under their direct control comply with all applicable regulatory requirements
- Complying with MVA HSE standards and requirements when directly involved in a MVA operation, or when directly supervised by a MVA employee
- Ensuring that all work activities are carried out in a manner that will not compromise the health and safety of any individuals
- Communicating to their personnel, as well as others present at worksites, applicable HSE information that will allow operations to be performed in a safe, healthy, and environmentally responsible manner.

Examples where applicable communications can take place; safety meetings, hazard assessments, or general communication

- Consulting with MVA management as required when in doubt about any matter pertaining to health, safety or the environment
- Inspecting and maintaining their equipment in a safe operating condition as specified by regulations and the manufacturer
- Ensuring that hazard assessments are performed as required, that HSE worksite inspections are performed as required, and that hazardous conditions or unsafe acts are identified, evaluated, and eliminated or controlled
- Maintaining WCB and Insurance coverage as stipulated in contractual agreements and as required by regulatory requirements. Contractor insurance requirements are specified in the Safety Standards Manual

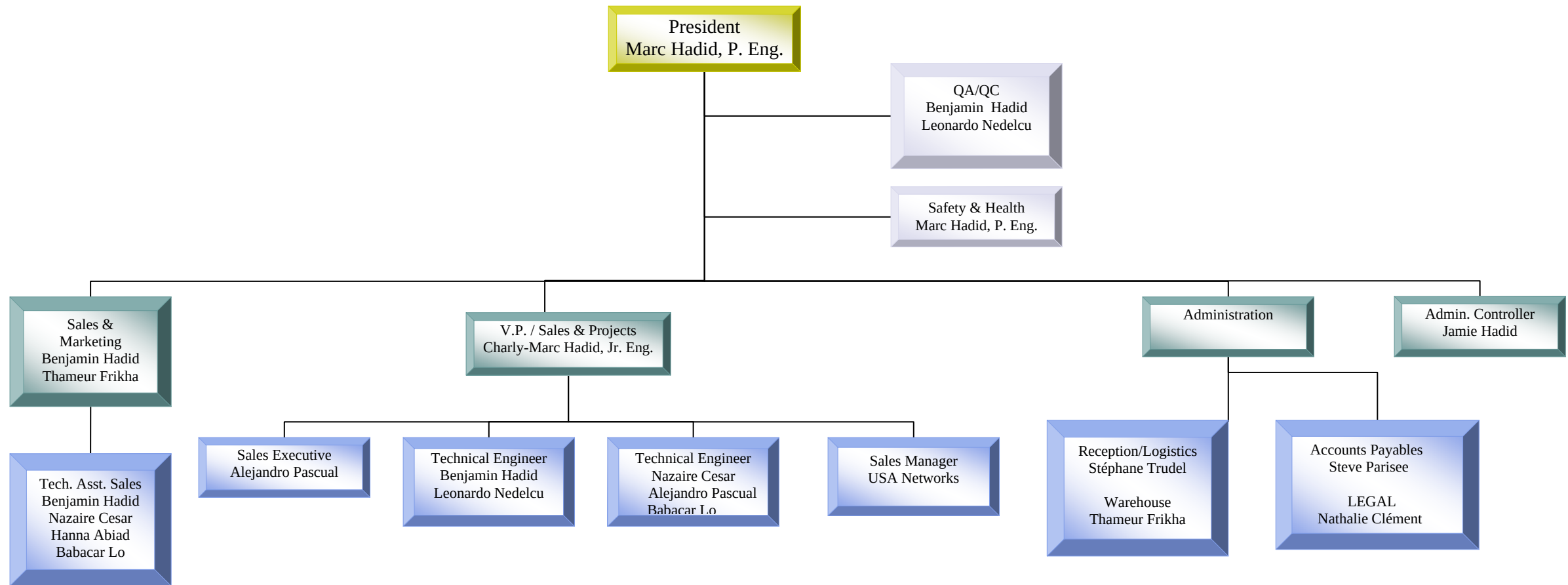
1.3.9 VISITOR RESPONSIBILITIES

All visitors to MVA are required to report to the facility office. Visitors are not allowed in work areas without authorization from the facility manager, and must be accompanied by an escort. Work areas include shops, yards, warehouses, and operational worksites. When visiting a MVA facility or worksite, visitors shall:

- Follow the instructions of the site supervisor or escort
- Wear the personal protective equipment when required

1.3.10 ORGANISATION CHART

Organisation Chart - MVA POWER inc. rev 16 avril 2019 DRAFT



1.4 OUR KEY PEOPLE

1.4.1 President

Has the ultimate responsibility for OHS within the organization, and reports to the Board of Directors.

1.4.2 H&S MANAGER (THE OHS MANAGER IS THE MANAGEMENT REP FOR THE OHSMS)

The OHS Manager is a member of the company management team, and has the responsibility and authority for ensuring that the OHS management system is established, documented, and implemented in accordance with requirements. This includes ensuring effective internal communications.

The OHS Manager reports to the Business Manager who also reports to CEO & Management Team on performance of the management system in management reviews meetings and recommends any improvements. Reports include:

1. OHS performance reporting, including results of OHS audits and reviews
2. Reporting of incidents and failures
3. Report on hazard identifications
4. Reporting on risk assessments
5. Reporting on preventive / corrective actions
6. Status of statutory reports

The OHS Manager communicates with other interested parties on matters related to the system. These parties may include:

- Government and regulatory bodies
- Certification bodies
- Associations
- Suppliers / subcontractors
- Customers

1.4.3 JOINT H&S COMMITTEE MEMBERS

- Hold regular meetings (at least as many meetings as required by the law)
- Identify workplace hazards and recommend remedial action(s)
- Respond to employee concerns regarding health and safety
- Assist management in the development and implementation of safe work practices and emergency procedures
- Participate in the development, implementation and monitoring of health and safety policies and programs
- Participate in workplace inspections
- Participate in accident/incident investigations
- Participate in resolving work refusals
- Promote health and safety education and training

1.4.4 ALL EMPLOYEES

All employees have a key role to play, and are:

- Expected to share the management's commitment to maintaining a safe and healthy working environment
- Authorised & responsible for monitoring, identifying and reporting of any problems or opportunities for improvement
- Responsible for complying with the policies and procedures that form part of this management system, and any applicable legal and regulatory requirements.

1.4.5 ALL CONTRACTORS

1. Prepare and submit safe work method statements for any high-risk activities before starting work on site (Must be approved the OHS Manager)
2. Notify management of any incident, injury, near miss, emergency or accident on the premises
3. Perform all activities and work in a safe and healthy manner and in accordance with the contract, safe work method statements and the workplace health and safety legislation.

1.5 HOW OUR MANAGEMENT SYSTEM WORKS

1.5.1 The Risk Management Approach

The overall aim of our OHS management system is to help us manage the risks we face. Our methodology for doing that is as follows:

Step	Discussion
Consider the context	Hazards are considered in the context of: • Our activities • The requirements we impose on ourselves in our OHS policies, objectives and targets • The requirements imposed on us by legal and regulatory bodies • Contractual requirements • The perceived expectations of the wider community
Hazard identification	We have established an integrated methodology for hazard identification including: • Regular workplace inspections • A program of internal and external audits • Well established ad-hoc hazard reporting program • Safety committee comprising representatives of management and employees • Procedure to initiate hazard analysis in the event of changes to working arrangements, new plant, materials or cause for concern
Analyze the risk	We use the matrix method with the following descriptors and values:

	Consequence: Insignificant (I) Minor (Mi) Moderate (Mo) Major (Ma) Catastrophic (C) Probability 1 2 3 4 5 Almost certain: 1M, 2H, 3H, 4E, 5E Very Likely 1M, 2H, 3H, 4E, 5E Quite Likely 1L, 2M, 3H, 4E, 5E Occasional 1L, 2L, 3M, 4H, 5E Rare 1L, 2L, 3M, 4H, 5H Our Risk Assessment procedure includes an explanation of each level of probability and consequence in the context of our activities:
Evaluate the risk	Risk levels are derived using the matrix. Once again, our Risk assessment procedure includes an explanation of each level of risk in the context of our activities.
Control the risk	We have a risk control procedure that specifies a hierarchy on controls. In order of preference, these are: 1. Elimination 2. Substitution 3. Isolation / separation 4. Administration

Our risk management strategy incorporates the use of Hazard Registry to list hazards, assess the risk they pose, and plan control measures. The risk management process is thereby integrated with our wider OHS and business improvement initiatives. Information and performance data is instantly available for management review or perusal.

1.5.2 PLANNING AND REVIEW

A management review of the system is carried out periodically to ensure its continued suitability for purpose, and effectiveness in satisfying requirements (Including those of OHSAS 18001:2007). These reviews take place at least once a year. They include, but are not restricted to:

- Assessment of the results of the regular internal audits
- Any external audits, certification issues
- Consideration of the needs and expectations of our customers. Particular attention will be paid to any customer feedback that may be received
- Consideration of the need to update the system in respect of any new materials / substances used, new technology, new operational practices, changing social and environmental conditions
- Consideration of the performance of the system and any suppliers / subcontractors
- Review of any accidents / incidents / improvement requests, and the status of any corrective or preventive actions
- Consideration of actions to be taken to promote OHS improvement

A record of reviews is kept in the form of minutes. In addition to the review by top management, our OHS committee members meet on a more regular basis to help monitor and manage the system.

1.5.3 SYSTEM DOCUMENTS

This manual forms the top tier of our system documents. It does the following:

- Contains our policy statement, and overall objectives
- Generally outlines our arrangements for addressing the various clauses in OHSAS 18001:2007
- Refers to the procedures and other controls in place

We have a series of documented procedures that meet the standard's compulsory requirement in the following areas:

- Monitoring and measurement
- Hazard identification
- Risk assessment
- Control of risks

In addition to these, we have chosen in some instances to document other procedures or plans to help control important activities. Our system includes various other types of documents including:

- Standard letters
- Forms
- Checklists

1.5.4 DOCUMENT CONTROL

For the management of important documents: approval, issue, revision and deletion. This gives us the confidence of knowing that the current version of these documents is available where needed.

1.5.5 AUDITS

For scheduling, planning and recording our programme of internal audits. These help to verify that our system is working effectively and helping to achieve our policy, objectives and targets.

1.5.6 IMPROVEMENTS

The engine room of our management system:

- Where we log ideas, problems, complaints and other opportunities for improvement
- Where we plan and record corrective / preventive action
- Where we query records for trend analysis.

1.5.7 HUMAN RESOURCES

For maintaining personnel details.

1.5.8 MEETINGS

For scheduling, planning and recording our important business meetings.

1.5.9 RISK

For recording our risk assessments. As this application becomes more widely rolled out to personnel, they can quickly and easily view record, and track progress on those they have an interest in.

1.5.10 COMMUNICATIONS CHANNELS

Various means are use to communicate information about our HS management system. These include:

1.5.11 JOINT H&S COMMITTEE MEETINGS

These are held on a quarterly basis, and are attended by employee representatives. They consider all aspects of our OHS management system. Minutes are published on notice boards, and copies are available on request from the OHS Manager.

1.5.12 MANAGEMENT TEAM MEETINGS

These are held on a monthly basis, and are timed so all employees may attend them. The relevant manager provides news and a summary of our organization's performance in various respects e.g. OHS, quality etc. Trends and major issues are explained, and everyone has the opportunity to raise questions and comment.

1.5.13 COMPANY WIDE EMAIL NOTICES

The OHS Manager and reps use email to inform people about OHS matters. These provide information on various matters – including OHS. The OHS Manager and reps use the notice boards to deliver news on the results of external certification audits, and to advice on any new health and safety initiatives. Company members will receive memos via active company email accounts.

Clause	How addressed
1.6.1 OH&S Policy	Policy statement in HS manual, on server and statements on wall in various locations
1.6.2 Planning	Methodology for hazard identification, risk assessment and control outlines in OHS manual and described more fully in procedures
1.6.3 Legal and other requirements	- Subscribe to Standards update service - Regular checks of applicable legal / regulatory requirements via industry association and government advisory bodies - Management Review issue
1.6.4 Objectives	- At high level, objectives are planned / reviewed at management review meetings - Individual managers set complementary objectives and targets throughout the organization - Planned / monitored using
1.6.5 OH&S Management Programmes	- Annual project plan - SWAP (Safe Working Practice) for a specific task / location - Job Descriptions
1.6.6 Structure & Responsibility	- Organization Chart - OHS Manager / Coordinators / Reps - Standard clauses on OHS issues for subcontractors
1.6.7 Training, Awareness & Competence	- Induction procedure - Training procedure - Employee development using - Planned / monitored using
1.6.8 Consultation & Communication	- OHS meetings - Intranet - Notice boards - Incident reporting procedure
1.6.9 Documentation	OHS Policy manual
1.6.10 Document and Data Control	- Document and data control procedure - Managed using – Documents module
1.6.11 Operational Control	- Risk management procedure - Detection system - Hierarchy systems - Managed using / Actions modules
1.6.12 Emergency	Procedures

Preparedness and Response	• Fire Drills / Alarm System • Spills • First Aid
1.6.13 Performance Measurement and Monitoring	• Health surveillance • Measurement / monitoring devices workbook with procedure • Employee surveys / Consultation meetings
1.6.14 Accidents, Incidents, Non-conformances and Corrective and Preventative Action	• Procedures • Managed using – Actions module • Accident form • Planned / monitored using
1.6.15 Records & Record Management	• Records management procedure • Data backup & restore procedure • Server / backup media • Other software applications • Filing cabinets
1.6.16 Audit	• Procedure • Trained auditors • Managed using – Audit module
1.6.16 Management review	• Regular meetings • Managed using – Meetings Module

1.7 INDUSTRIAL HYGIENE PROTOCOL

1.7.1 GENERAL POLICY

It is the policy our to conduct its business in a manner that safeguards occupational health and in-so-doing complies with all applicable laws and regulations.

1.7.2 STANDARD POLICY AND IMPLEMENTATION

Compliance and Understanding

Every facility shall, at all organizational levels, Demonstrate understanding of, and compliance with, corporate standards and methods as well as all applicable federal, state and local laws and regulations relating to occupational health.

General Management

Every facility shall maintain the organizational capability to manage and implement the occupational health policy and standards. Annual occupational health objectives and action plan shall be developed by the responsibility manager.

Information Management

Every facility shall collect and maintain specific employee exposure and medical information in a manner applying uniform standards utilizing Occupational Health Information Management criteria, in order to facilitate administration, communication and trend analysis, while protecting the confidentiality of individual medical information.

Training

Every facility shall implement timely and effective health hazard and Occupational Health Information Management education.

Identification

Every facility shall develop, implement and maintain:

- A comprehensive health hazard identification system using departments or work areas of potential exposure to toxic chemicals or physical agents.
- Methods and procedures for estimating and prioritizing potential exposures to these substances

Evaluation

Every facility shall conduct sufficient initial monitoring to evaluate, on a priority basis, whether exposure to toxic chemicals and physical agents in excess of permissible exposure levels.

New Installations

All new processes and equipment shall be engineered and specified so as to prevent employees from exposure to toxic chemicals and physical agents in excess of permissible exposure levels.

Remediation

Every facility shall take effective engineering, procedural, or other remedies to correct adverse findings from any industrial hygiene or medical evaluation.

Engineering Controls

Every facility shall ensure effective operation, maintenance and use of devices, equipment and systems installed to protect employees from exposure to toxic chemicals and physical agents in excess of permissible exposure levels.

Procedures

Every facility shall develop, communicate, enforce and maintain written operating, maintenance, labelling and warning procedures designed to protect employees from harmful levels of toxic chemicals and physical agents.

Back-up Exposure Controls

Every facility shall:

- Maintain high spill prevention, contaminant control and housekeeping standards.
- Make available and maintain personal protective clothing and equipment appropriate for hazards and exposure reasonable expected to occur.
- Establish and maintain appropriate personal hygiene services for the use and protection of those who handle toxic chemicals and contaminated equipment.

Monitoring

Every facility shall routinely monitor workplace exposures to ensure that toxic chemicals and physical agents having the potential for causing health problems are maintained within permissible exposure levels

1.7.3 OCCUPATIONAL HEALTH STANDARDS

General Policy

It is the policy of MVA Tank &Vac to conduct its business in a manner that safeguards occupational health and in so doing complies with all applicable laws and regulations.

Standards for Policy Implementation

Information Management:

Every facility shall collect and maintain specific employee exposure and medical information in a manner applying uniform standards utilizing Occupational Health Information Management criteria, in order to facilitate administration, communication, and trend analysis, while protecting the confidentiality of individual medical information.

Training:

Every facility shall implement timely and effective health hazard and Occupational Health Information Management education.

Medical Programs:

Every facility shall establish and maintain placement and periodic medical examination and testing programs appropriate for exposures or job functions reasonably expected in the workplace utilizing the Occupational Health Information Management criteria.

Treatment & Return-to-Work:

Every facility shall provide appropriate medical treatment for all work-related illnesses or injuries. Appropriate medical approval shall be required to return to work following an extended illness or injury.

Injury Management

Every Facility shall have a program with the aim of restoring the injured and/or ill employee to the fullest physical, psychological, social, vocational and economic usefulness of which they are capable, consistent with their pre-injury status.

START Behavioral-Based Safety Management

Specific, Measurable, Achievable, Realistic, Timely

1.7.4 THE BEHAVIORAL MODEL:

Result - Begin by stating the result(s) that you want to accomplish. (i.e. - zero injuries, 100% safe behavior for the at-risk behaviors, etc.)

Identify Key Behaviors - this includes identifying the at-risk behaviors that are preventing you from achieving your results and also identifying the behaviors that need to be performed to accomplish your results. The at-risk behaviors are identified by reviewing previous incident investigation reports, observing employees perform their work and also by interviewing employees. The desired behaviors are the actions that you want each level of the organization to perform to accomplish the results. These could be such things as conducting audits, reinforcing and correcting behavior, attending meetings, conducting ABC analysis and developing action plans for behavior change. Once the behaviors are identified, then clear concise definitions are developed for each behavior. The at-risk behaviors are listed on an audit checklist and are the basis for your behavioral observation program, while the list of behaviors needed to accomplish your results can become a part of an individual performance appraisal system.

Measure - this is accomplished through an observation program, charts, graphs, etc. The primary measurement tool for the at-risk behaviors is the behavioral observation program. During behavioral observations, at-risk behaviors are observed and recorded on the observation checklist as either being conducted safe or unsafe. The results are then recorded on a behavioral chart or graph and expressed in terms of % safe behavior observed. In the case of the other behaviors, they can be also measured by using reports, graphs, etc. and then reviewed during official performance evaluations.

Performance Feedback - is provided during the observations, during safety meetings to share the results of the observations, through graphs, action plans from ABC Analysis, performance reviews, etc.

Reinforcement Strategies - includes conducting ABC Analysis of at-risk behavior, identifying barriers to safe behavior, and developing actions to remove these barriers to influence behavioral

change. Additional actions include developing incentives that reinforce incident prevention actions, reinforcing safe behavior during observations, and utilizing sooncertain-positive consequences to sustain safe behavior.

Evaluate Effectiveness - the above listed actions should be monitored for a period of time (6-12 months) to see if you are making progress towards achieving your results. If you are not achieving results, then you need to begin adjusting the above listed steps (i.e. - identifying new behaviors, evaluating the measurement, feedback and reinforcement steps) until you get the results you are after. After you have achieved your results, the process starts over. It is a continuous process and should be renewed, at least annually, and incorporated into the site safety action plan.

Substations, Distribution & Transmission Lines

Sous-Stations, Lignes de Distribution et de Transmission



SEPT. 2011

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MVA Puissance Inc.

MVA PUISSANCE INC. est un **fabricant Canadien** et **distributeur** de matériel de moyenne et haute tension pour sous-stations et lignes de distribution et transmission.

Avec sa division de fabrication d'acier, Romar Industries Inc., MVA PUISSANCE INC. exécute la **conception détaillée** et la **fourniture** de tout matériel électrique et mécanique pour ce genre de projet.

Les projets de **Sous-stations** sont du type intérieur et extérieur. Le matériel sur ce genre de projet peut inclure :

- Portiques et autres Structures
- Disjoncteurs de type Extérieur
- Appareillage de type Intérieur
- Sectionneurs et Interrupteurs
- Isolateurs, Jeu de Barres & Accessoires
- Matériel et accessoires de M.A.L.T.
- Transformateurs de Puissance & de Distribution
- Transformateurs de Mesure
- Relais de Protection
- Fusibles de Puissance
- Bancs de Condensateurs
- Essais et Mesurage
- Gestion d'Énergie
- Pièces de Rechange



**Supply
Fourniture**

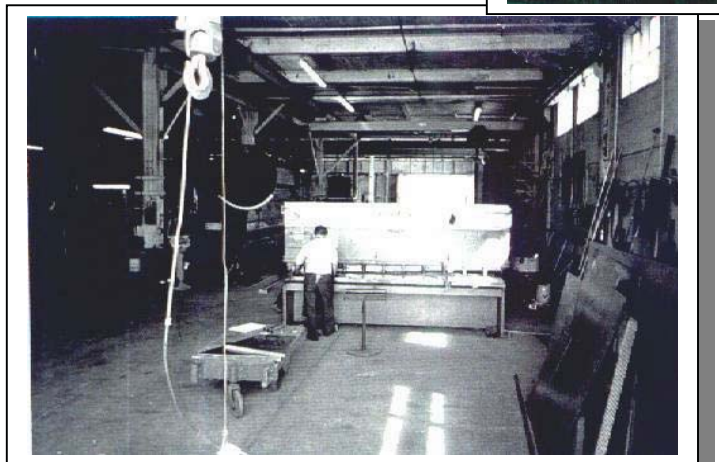
Les projets de **Distribution et Transmission d'Électricité** incluent les lignes aériennes et les lignes souterraines. Ce genre de projet peu inclure le matériel suivants :

- Câbles Haute Tension
- Poteaux et Pylônes
- Étagère à Câble & Jeux de Barres Blindés
- Conduit et Boîtes de Raccordement
- Transformateurs Aériens
- Sectionneurs et Fusibles Aériens
- Parafoudres

Nos clients principaux dans les marchés *Canadiens* et *Internationaux* incluent :

- Fournisseurs d'Électricité
- Ingénieurs Conseils
- Industries
- Villes et Municipalités

MVA PUISSANCE INC. avec son usine située à proximité de Montréal emploie quelques quinze personnes avec trois ingénieurs et techniciens et trois représentants de vente. Veuillez nous transmettre vos demandes de prix pour soumission ou pour prix budgétaire et informations techniques, il nous fera plaisir de vous servir.



**Manufacturing
Fabrication**

- Entrepreneurs Spécialisés
- Distributeurs & Fabricants (OEMs)
- Maisons de Commerce



MVA Power Inc.

MVA POWER INC. is a *Canadian manufacturer* and **distributor** of equipment for medium and high voltage substations and power distribution and transmission lines.

With its steel manufacturing division, MVA POWER INC. is specialised in the detailed **design, manufacturing** and **supply** all electrical and mechanical equipment, hardware and accessories for energy and electrification projects of this nature.

Substations projects, both indoor and outdoor. Equipment on such projects may include :

- *Tower frames* and other *Structures*
- Grounding materials and accessories
- Outdoor *breakers*
- Indoor *switchgear*
- *Disconnects* and *Loadbreakers*
- *Power Fuses* and *Cutouts*
- *Power & Distribution Transformers*
- *Instrument Transformers*
- *Protection Relays*
- *Insulators, Buswork & Accessories*
- *Power Factor Control* Equipment
- Lightning Arresters
- Shielding Towers
- Capacitor Banks
- Testing and Instruments
- Energy Monitoring
- Spare Parts



Detailed Design Conception de Détail

Power Transmission and Distribution projects includes overhead and underground lines. Equipment on such projects may include :

- Power Cables and Bus Duct
- High Voltage Cable
- Poles and Pylons
- Brackets and other Hardware
- Conduit and Pull Boxes
- Pole-mount Transformers
- Disconnects and Fuses
- Lightning Arresters

Our main customer in the *Canadian* and *International* markets include :

- Power Utilities, public and private
- Consulting Engineering firms
- Industry
- Cities and Municipalities
- Specialised Contractors
- Distributor & OEMs
- Trading Agencies

MVA POWER INC. with its Montreal based manufacturing facilities employs some fifteen people with three engineers and technicians on staff and three full-time sales people. Please send your requests for tenders or budget pricing and technical information, we will be happy to serve you.

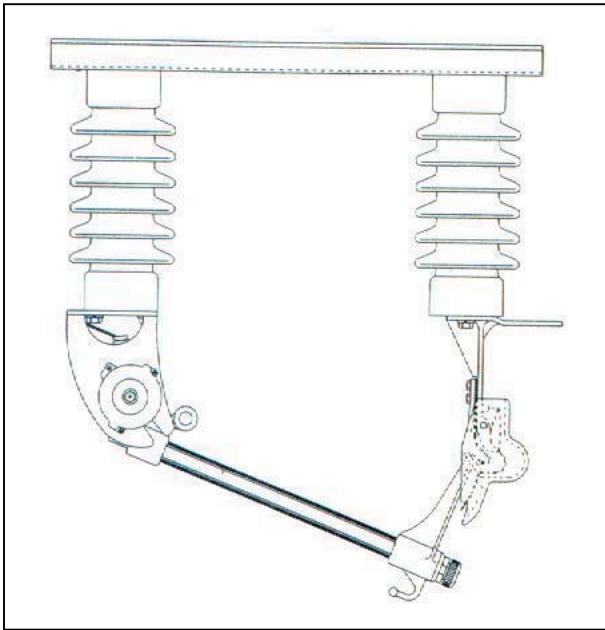


Products

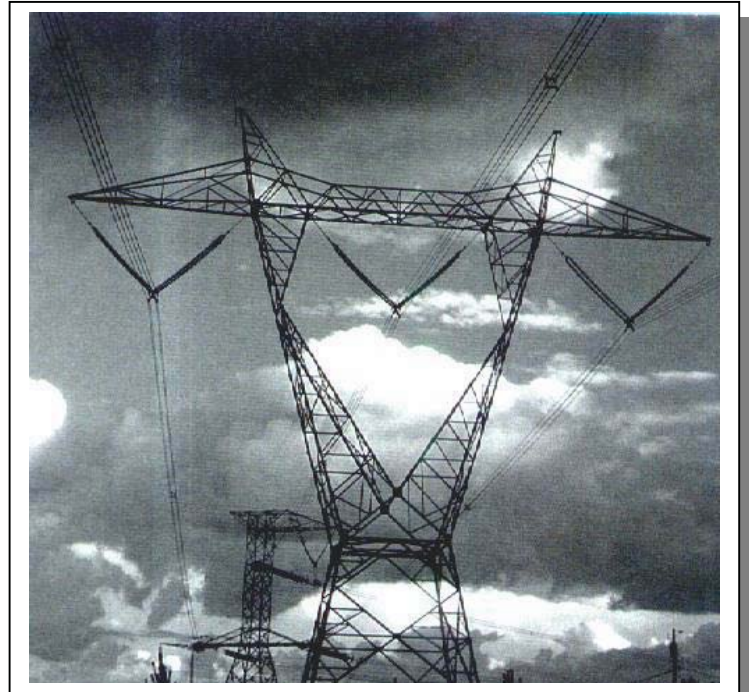
Substations

Transmission Lines & Distribution Lines

- Medium & High Voltage
Substation Packages
- Accessories & Hardware for Substations
- Air Core Current Limiting Reactors
- Batteries, Chargers & UPS
- Brackets, Aluminum, Steel & Fiberglass
- Bus Duct, Cable Bus & Cable Trays



- Cables, Aluminum & Copper
- Guy Wires
- Cables and Terminations, High Voltage
- Fiber Optic Cables
- Energy Monitoring



- KWH Meters
- Capacitors & Capacitor Banks
- Control Panels
- Poles & Anchors, Cross Arms,
Fiberglass & Wood
- Disconnect & Load Break Switches
- Electrical Connectors
- Fiber Optic Cables & Accessories
- Flex Braids
- Ground Rods & Inspection Boxes
- Ground Rods, Cables & Materials
- High Voltage Testing Equipment





- Indicators
- Indoor Station Equipment & Auxiliaries
- Instruments
- Insulators
- Lightning & Surge Arrestors
- Line Traps
- Photo Cells & Street Lighting
- MCCB
- Heat Shrink Tubing and Tape

We also supply spare parts, accessories and components that are hard to find. Contact us for your needs.

- Prefab Trenches & Boxes
- Protection Relays and SCADA
- Reactors, Resistors & Line Traps
- Reclosers
- Pylons
- Service Platforms, Steel & Aluminum
- Solar Energy Systems
- Supports, Steel & Aluminum
- Switchgear
- Telecommunication Towers
- Tower Structures
- Transformers, Distribution
- Transformers, Insutrument
- Transformers, Padmount
- Transformers, Dry Type
- Transmission Line Hardware
- Trolley Systems & Accessories

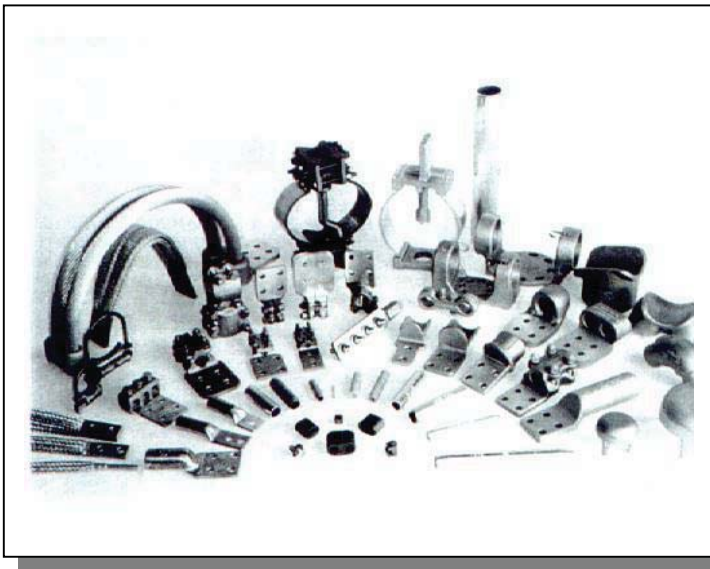


Produits

Sous-stations

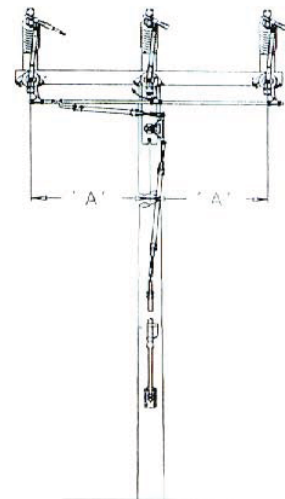
Lignes de Distribution & Lignes de Transmission

- Sous-station de moyenne et haute tension *clé-en-main*
- Accessoires & Matériel pour Sous-stations
- Accumulateurs & Chargeurs



- Alimentation Statique Sans Coupure (UPS)
- Appareillage
- Boîtes d'inspection de Raccord M.A.L.T.
- Câbles, Protège, Rouleaux, Étagère
- Câbles, Aluminium & Cuivre
- Câbles et Terminaisons, Haute Tension
- Câbles à Fibre Optique
- Câbles, Messenger
- Caniveaux & Boîtes Préfabriquées
- Cellule Photoélectrique & Éclairage de Rue
- Commutateurs

- Compteurs d'Énergie
- Système de Gestion d'Énergie
- Condensateurs & Banc de Condensateurs
- Conduits de Plancher
- Équipement de Station Intérieure
- Indicateurs
- Isolateurs
- Instruments
- Jeux de Barres Blindés
- M.A.L.T., Tiges, Câbles & Accessoires
- Panneaux de Commandes & Protection

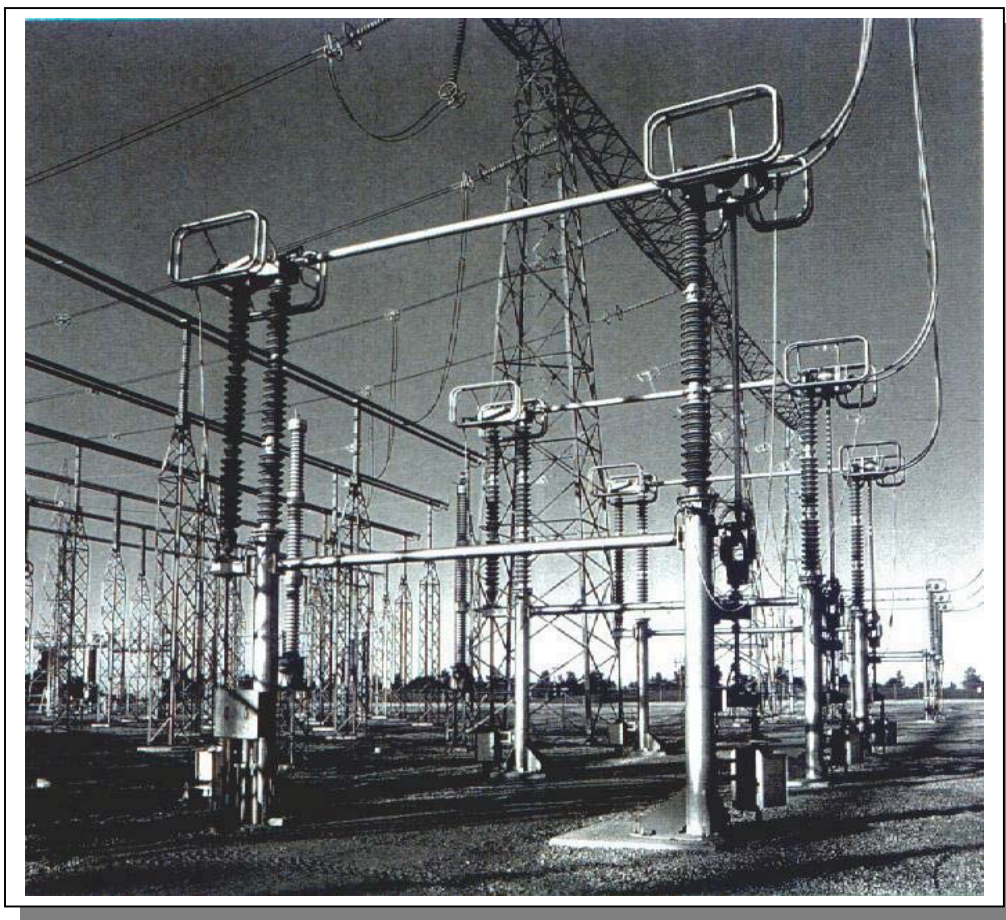


- Parafoudres
- Plates-formes d'Entretien, Aluminium & Acier
- Poteaux & Ancrages
- Portiques & Structures
- Tresses Flexibles
- Systèmes d'Énergie Solaire



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- Pylônes
- Quincaillerie de Ligne
- Raccords Électriques
- Ré-enclencheurs
- Réactance, Limiteurs de Courant
- Résistances
- Relais de Protection & SCADA
- Sectionneurs d'isolement
- Sectionneurs-Interrupteurs
- Supports, Aluminium, Acier & Fibre de Verre
- Transformateurs, Type à Sec
- Transformateurs, de Mesure
- Transformateurs, de Puissance
- Transformateurs, Distribution
- Transformateurs, sur Socle
- Traverses, Bois & Fibre de Verre



Nous fournissons aussi des pièces de rechange, accessoires, et composants difficiles à trouver. Contactez nous pour vos besoins.



Suppliers

Our main suppliers include Canadian companies from across the country, as well as from all continents as per customer needs. Some of the major suppliers included:

- ABB
- Alstom / Areva
- **Arruti Industrias / Substaciones**
- **Cable Bus**
- **CDR Systems**
- Central Moloney
- **CES Transformer**
- Circuitor
- Cleaveland Price
- **CME**
- Condumex Transformers
- Conduct
- **Connector Products**
- Cooper
- C G Power
- **DSG / Canusa**
- **EMEK**

- **Fisher – Pierce**
- **GIG Insulators**
- Goodfellow
- Hubbell (Lenoir City Enclosures)
- **ICE / CEE/ Technirel**
- ITEC
- Joslyn
- **JSHP**
- Kabar
- Lapp
- Nalda
- NGK
- Noram – SMC
- Northern Transformers
- Paillardet
- Pioneer
- Pirelli / Prysmian

- Poltec
- Primax
- Quazite
- Raychem
- Romar Industries
- **S&C Electric**
- Schneider Group
- Siemens
- Slacan
- Strongwell Ebert
- Solar Combo
- Suntech / Fisher Pierce
- Toshiba
- Tri Delta
- VTC
- Western Power Products
- WW Components

Fournisseurs

Nos fournisseurs principaux incluent des compagnies Canadiennes d'un océan à l'autre, ainsi que de tous les continents selon les besoins de nos clients. Une liste partielle des principaux fournisseurs :

MVA POWER Inc. Exclusive Distributor

MVA Power also works with other International and Canadian suppliers on Request.

MVA Puissance Inc. Distributeur Exclusif

MVA Puissance travaille aussi avec d'autres fournisseurs Internationaux et Canadiens sur demande.

Contacts

Our technical staff are very dynamic, highly technical and also commercially oriented. This allows us to focus on technical discussions and recommendations with our customers and ensure competitiveness of clients projects.

MVA Power Inc. is also consulted at the early stages of projects for feasibility studies or budget quotations.

The following is a table of products. Please contact MVA Power Inc. for any inquiries.

Notre personnel est dynamique, très technique et consciencieux côté commercial. Ceci nous permet de nous concentrer sur les discussions techniques et les recommandations avec nos clients pour assurer que leurs projets sont compétitifs.

MVA Puissance Inc. est aussi consultée dans les premières étapes des projets pour les études de faisabilité et pour des prix budgétaires.

Le tableau suivant vous donne une liste type de matériel. SVP contacter MVA Puissance Inc.

Breakers

Cables & Terminations

Disconnects

Fuses & Fuse Cutouts

Grounding Hardware

Insulators

Lightning Arrestors

Portable Connection

Pole Line Hardware

Poles

Power Distribution Management

Power Factor Correction Equipment

Protective Relays & Panels

Static Excitation Systems

Substations

Spare Parts

Switchgear & Components

Testing Instruments

Towers & Emergency Tower

Tower Frames & Support Structures

Transformers, Instrument

Transformers, Pole Mount

Transformers, Power

Disjoncteurs

Câbles et Terminaisons

Sectionneurs

Fusibles et Coupe-circuits

Matériel de M.A.L.T.

Isolateurs

Liaisons Souples

Parafoudres

Matériel de Ligne

Poteaux

Automates et Gestion d'Énergie

Matériel de Correction De Fact. Puiss.

Panneaux et Relais de Protection

Matériel d'Excitation Statique

Sous-stations

Pièces de Rechange

Appareillages de Commutation

Instruments d'Essais

Pylônes et Pylônes d'Urgence

Portiques et Supports

Transformateurs, Mesure

Transformateurs, Aériens

Transformateurs, Puissance



Services

Substations

Transmission Lines & Distribution Lines

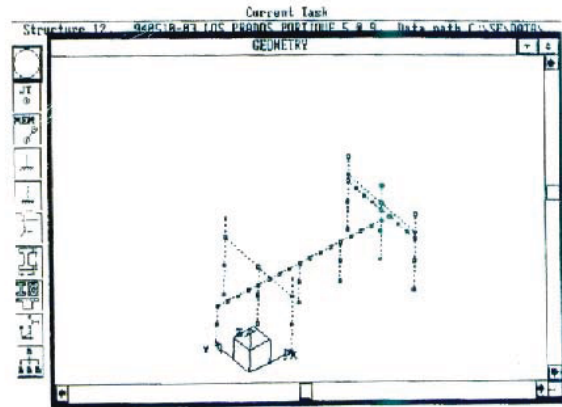
MVA Power uses the latest techniques and computer software to detail design and manufacturing. This enables MVA Power to design, supply and deliver on time and within budget the projects and orders.

Below is a list of services that are available within the context of a project :



- Foundation Shop Drawings
- Structural Shop Drawings
- Field Technical Services
- Field Supervision
- Ground Grid Studies and Calculations

- Bus Bar Calculations
- Layout Details & Bill of Materials



- Budget Pricing
- Telecom Network Schemes
- Span Calculations
- Cable Thermal and Dynamic Loading
- Power Factor Correction Systems
- Voltage Regulation Systems
- Network Rehabilitation
- Street Lighting
- Rural Electrification
- Renewable Energy Systems
- Used Materials



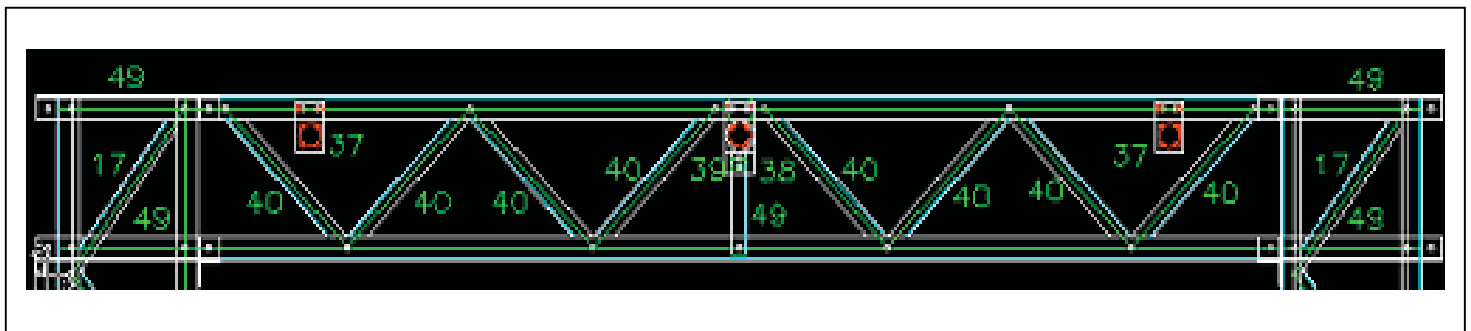
Services

Sous-stations

Lignes de Distribution & Lignes de Transmission

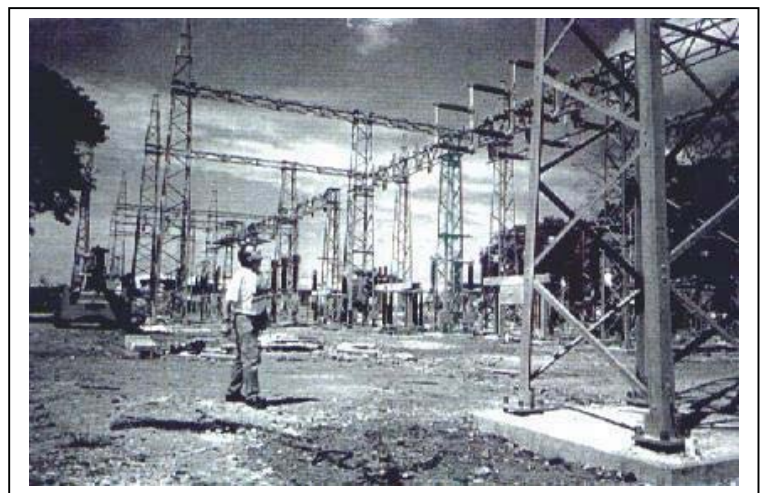
MVA Puissance utilise les dernières techniques et logiciels pour la conception détaillée, gestion et fabrication. Ceci permet à MVA Puissance de faire la conception, fourniture et livraison à temps des projets de ses clients.

Ci-dessous est une liste de services disponibles :



- Services Technique en Chantier
- Supervision en Chantier
- Conception de Fondations
- Conception Structurale
- Études et Calculs de Matrice M.A.L.T.
- Études de Dispositions d'Équipement
- Études de Faisabilité
- Études de Protection
- Systèmes de Télécom
- Calculs de Jeux de Barres
- Calculs de flèches
- Calcul pour Câble de Charge Thermique et Dynamique
- Systèmes de Régulation de Tension
- Systèmes d'énergie Renouvelable
- Étude et Réhabilitation de Réseau
- Éclairage Public

- Électrification Rurale
- Matériel Usagé



Key Personnel

Personnel Clé

M. Marc Hadid, ing./ Eng.

Electrical high voltage engineer, team leader with over 30 years of experience in the design, detail design, calculation, site supervision and commissioning of medium and high voltage substation for utilities and large industrial substations.

Ingénieur en électricité haute tension, chef d'équipe avec plus de 30 ans d'expérience en conception, conception de détail, calculs, supervision de chantier, mise en marche de sous-stations à moyenne et haute tension pour fournisseurs d'énergie et industries lourdes

M. Charly-Marc Hadid, ing./ Eng.

Over 5 years experience in sales, marketing and project management for utilities and industrial customers and distributors.

Plus de 5 ans d'expérience dans la vente, le marketing et la gestion de projets pour les utilités, l'industrie et les distributeurs.

M. Benjamin-Avi Hadid, ing. Jr./ Jr. Eng.

Mechanical engineer with 3 years experience in sales, marketing, project management, design, on site coordination and support for utilities and industrial customers and distributors.

Ingénieur mécanique avec 3 ans d'expérience dans la vente, le marketing, le design, la coordination sur place et le support pour les utilités, l'industrie et les distributeurs.

M. Eric Langer, Marketing/Sales executive

Over 20 years experience in sales, marketing and project management for utilities and industrial customers and distributors.

Plus de 20 ans d'expérience dans la vente, le marketing et la gestion de projets pour les utilités, l'industrie et les distributeurs.

In House Technical and Sales Personnel

An efficient and reliable technical and administrative support is assured with key personnel and other inside staff.

Un support technique et administratif efficace et fiable est assuré par le personnel clé et d'autres personnel interne.

Other consultants and specialists are hired as required by the projects.

D'autres spécialistes et consultants sont embauchés selon les besoins.

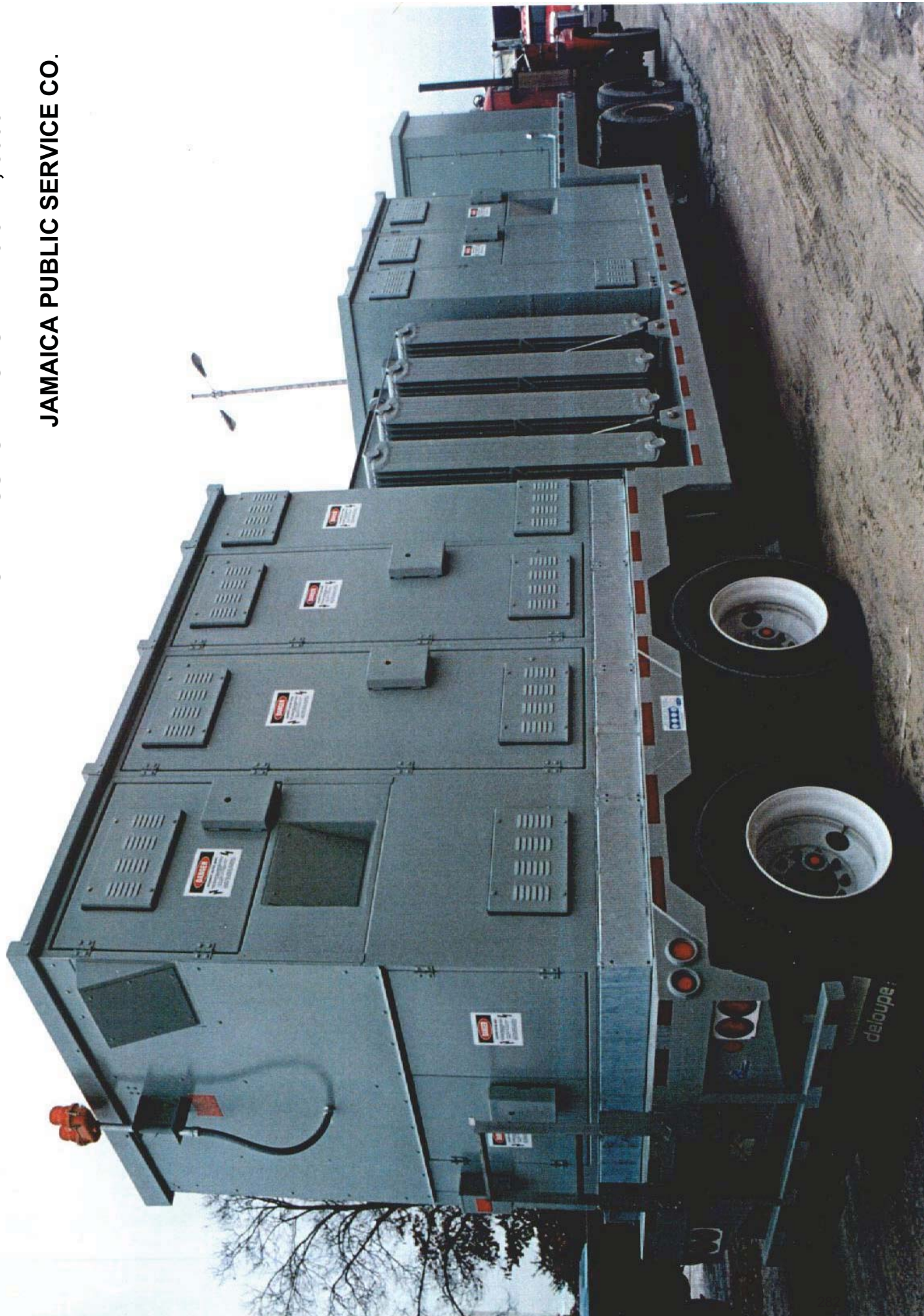
Clients

Our main customers are the major utilities, Public Utility Corporations (PUC), private Utilities, heavy industries, specialised contractors and distributors, OEM's, Consulting Engineering Firms. A detailed list is available on request.

Nos clients principaux incluent les fournisseurs d'énergie, privés & publics, industries lourdes, entrepreneurs spécialisés, Fabricant (OEM's), et ingénieurs conseils. Une liste détaillée est disponible sur demande.

MOBILE SUBSTATIONS 24 – 13.8 KV, 5000 KVA

JAMAICA PUBLIC SERVICE CO.



Canadian Projects

Projects done in Canada for Industrial Clients, Utilities and Consulting Engineering Firms include : (Other detailed list of customers is available on request)

Projets Canadien

Les projets fait au Canada en industrie, pour des fournisseurs d'énergie et pour des sociétés d'ingénieurs conseils incluent : (Liste détaillée de référence est disponible sur demande)

ABB

Capacitor banks project.

Projet de bancs de condensateurs.

Alcan

Supply of Apparatus & Spare Parts

Fourniture d'Appareillage & Pièces de Rechange.

Arno Électrique

Field Commissioning Services.

Services en Chantier de Mise en Marche.

Domtar

Supply of Switching Equipment & Hardware

Fourniture de Matériel de Sectionnement & de Quincaillerie.

G.E. Hydro / Star Lake Power Project

Design & Supply of 25 kV substation.

Conception & Fourniture d'une sous-station 25kV.

Design & Supply of 25 kV bus duct .

Conception & Fourniture de caniveaux 25 kV.

Hydro-Magog

Supply of Switching Equipment & Hardware

Fourniture de Matériel de Sectionnement & de Quincaillerie.

Hydro-Sherbrooke

46 kV Motorised Disconnects for Severe Ice Conditions.

Sectionneurs Motorisés 46 kV pour conditions de Glace Sévère.

New Brunswick Power

Supply of transmission steel poles.
Supply of metering units.

Fourniture de poteau d'acier 315 kV.
Fourniture de transformateurs de mesurage.

BFI

Design & supply of a 25 kV pole type outdoor substation in Lachenaie, Quebec.

Conception et fourniture d'une sous-station 25 kV type poteau à Lachenaie, Québec.

T.G. Waterville

Supply of Switching and Power Apparatus.

Fourniture de Matériel de Sectionnement de Puissance.

STM – Metro Montreal

Supply of fire rated trenches & covers (500°C).

Fourniture de rainures & couvercles coupe feu (500°C).

BCTC / BCH

Steel Structures, H.V. Substations.

Fourniture d'acier pour postes H.T.



International Projects

Some export projects we have participated through CIDA, the World Bank and other trading companies, consultants or direct to customers include :

DOMINICAN REPUBLIC

4 Substations 110 kV and 69 kV
Rural Electrification Project

INDIA – Kerala State

Power Factor Compensation on 16
Substations 132 kV & 69 kV

JAMAICA

120 kV to 69 kV Substations

MEXICO

400 kV Transmissions Lines –
Towers & Hardware

PAKISTAN

Interconnection and Stability Improvement
Feasibility Study

SENEGAL-M'BUR

Rural Electrification Project

TRINIDAD

Equipment for 69 kV Substation

ZIMBABWE

Interconnection, Design, Supply and
Procurement Management

GUINEE

Street lighting project



Projets Internationaux

Quelques uns des projets auxquels nous avons participé à travers l'ACDI, la Banque Mondiale, et autres agents, conseillers ou directement avec certains clients inclus :

RÉPUBLIQUE DOMINICAINE

4 Sous-stations 110 kV et 69 kV
Projet d'Électrification Rural

INDE – État de Kerala

Compensation du Facteur de Puissance sur
16 sous-stations 132 kV et 69 kV

JAMAIQUE

Sous-stations 120 kV à 69 kV

MEXIQUE

Lignes de Transmission
400 kV –Tours & Quincaillerie

PAKISTAN

Étude de faisabilité sur l'Interconnexion et
l'amélioration de la Stabilité

SENEGAL-M'BUR

Projet d'Électrification Rural

TRINIDAD

Équipement de sous-stations 69 kV

ZIMBABWE

Conception, Fourniture et Gestion des
Achats pour Interconnexion

GUINEE

Projet d'éclairage de rue

PREPA

Supply of electrical equipment &
spare parts / Fourniture d'équipement
électrique & pièces de rechange

BECHTEL – IRAQ

Supply of cable & spare parts /
Fourniture de câbles & pièces
de rechange





69 KV SUBSTATION – BAIE COMEAU S.D.O. POSTE 69 KV – BAIE COMEAU S.D.O

Specialties

- Medium & High Voltage Substation Packages
- Electrical Apparatus
- Line Hardware & Insulators
- Protection & Control
- Energy Management
- Energy Generation & Accessories
- Telecommunication Components

Spécialités

- Ensembles de Sous-station de Moyenne et Haute Tension
- Appareillage Électrique
- Quincaillerie de ligne de distribution et de transmission et isolateurs
- Protection et Contrôle
- Gestion d'Énergie
- Génération d'Énergie & Accessoires
- Télécommunication

Manufacture :

734 St-Étienne, L'Assomption, Qué. J5W 1Z1, Canada
Tel : (450) 589-0445 Fax : (450) 589-0733
www.mvapower.com

Administration :

1 rue Holly, Montréal, Qué. H3X 3K6 Canada
Tel : (450) 589-0445 Fax : (450) 589-0733
info@mvapower.qc.ca
mhadid@mvapower.com



References 2006-2011 projects

1 –

Corridor Resources (Penobsquis, NB)

McCully Phase 2 Field Development project - 138kV Substation (Detail Design, Manufacture & Supply Package)

Corridor Resources
Halifax, NS

c/o Project Manager : **AMEC Industrial & Infrastructure, Atlantic Region**
56 Avonlea Court, Suite 300
Fredericton, NB
E3C 1N8

David Anderson, CET, Senior Electrical Designer
Tel: 506-460-5802
Mobile 506-461-0458
e-mail : dave.a.anderson@amec.com

delivered : Dec. 2006 energized / in service date : Apr. 2007

2 –

TOLKO Industries (Pulp Mill – Williams Lake, BC)

69kV Substation Package

TOLKO Industries - Creekside Division

Mark Everard, Buyer
Tel: 250-

c/o Project Manager: **LEX Engineering Ltd.**
2560 Simpson Road, Suite 200
Richmond, BC
V6X 2P9

Shane D. Schneider, EIT Design Engineer
Paul Fuoco, Eng. VP Engineering Projects
Phone: 604-273-1758

Delivery date : May. 2007

3 –

BCTC (BC Transmission Corp) – 69kV Clayburn Substation – Structural Steel (HSS)

BC Hydro

6911 Southpoint Drive (A03)

Burnaby, B.C. V3N 4X8

Jason Lo, Buyer

Carmela Kwan-Chu, P. Eng. Civil Design

Phone: (604) 528-2901

Email: Carmela.Kwan-Chu@bchydro.com

Delivery date : Feb. 2008

4 – MSE Power Systems – 230kV Brown Hill Substation – Structural Steel (Tubular & HSS)

UPC Wind Farm

Dansville, NY

c/o Project Manager: **MSE Power Systems, Inc.**

403 New Karner Road

Albany, NY 12205

David Klein, V.P. Operations & Projects

Tel: (518) 452-7718

Delivery date : Dec. 2007-Jan. 2008

5 - MSE Power Systems – 115kV Lent Hill Substation – Structural Steel (Tubular & HSS)

UPC Wind Farm

Cohocton, NY

c/o Project Manager: **MSE Power Systems, Inc.**

403 New Karner Road

Albany, NY 12205

David Klein, V.P. Operations & Projects

Tel: (518) 452-7718

Delivery date : Dec. 2007-Jan. 2008

**6 - MSE Power Systems – 230 & 115kV Brown & Lent Hill Substation –
Structural Steel (TRX Platforms)**

UPC Wind Farm

Cohocton, NY

c/o Project Manager: **MSE Power Systems, Inc.**

403 New Karner Road

Albany, NY 12205

David Klein, V.P. Operations & Projects

Tel: (518) 452-7718

Delivery date : Dec. 2007

7 – MB (Manitoba) Hydro – Red River Crossing Deadend Towers

QTY: 2x 82ft. Deadend Tubular Towers – Detail Design, Manufacture/Fabrication & delivery

MB Hydro
820 Taylor Ave.
Winnipeg, MB

Ross Storie, Civil Design
Tel:

Delivery date: June 2007 - Nov. 2007

8 – SNC Lavalin – Hadjret En Nousse (Algeria – Thermal Power Plant) (Lattice Structures)

400kV Incoming Tower Lines & Substation Structures.

c/o Project Manager: **SNC Lavalin Constructors Inc.**
455 Rene Levesque Blvd. West
Montreal. QC

Joseph-Alain Bedard, Eng. Project Manager
Christopher Bragg, Buyer
Pierre Monette, Buyer
Tel : (514) 393 1000

Delivery date: May. 2007 – Jan. 2008

9 - SNC Lavalin – Hadjret En Nousse (Algeria – Thermal Power Plant)

400kV Conductor & Hardware (fittings, connectors, etc.) equipment.

c/o Project Manager: **SNC Lavalin Constructors Inc.**
455 Rene Levesque Blvd. West, 7th Floor
Montreal. QC

Joseph-Alain Bedard, Eng. Project Manager
Christopher Bragg, Buyer
Pierre Monette, Buyer
Tel : (514) 393 1000

Delivery date: May. 2007 – Jan. 2008

10 - SNC Lavalin – Greenfield Ethanol (Ontario – Ethanol Plant)

25kV Switches & Arrestors package equipment.

c/o Project Manager: **SNC Lavalin Constructors Inc.**
455 Rene Levesque Blvd. West
Montreal. QC

Michel Letourneau, Eng. Electrical Lead
Peter Thibault, Buyer
Pierre Monette, Buyer
Tel : (514) 982-2777

Delivery date: May. 2007 – Jan. 2008

11 – SUNCOR Energy Inc. c /o Jacobs Engineering – Firebag Stage 3 Project

Supply of 12 & 15MVA Power TRXs & NGRs (QTY: 4 each).

SUNCOR Energy Inc.
112 - 4 Avenue S.W.
Calgary, Alberta
T2P 2V5

c/o Project Manager: **Jacobs Engineering**
13226 MacLeod Trail SE
Calgary, AB
T2J 7E5

Tarjit Singh Lally, Electrical Engineer
Gregg Neden, Senior Buyer
Tel: 403-258-6556

Delivery date: May. 2007 – June. 2008

12 – Yukon Energy Corporation – Carmacks – Pelly Crossing Transmission Line & Minto Mine Project

Supply of 5/7MVA Power TRX & Load Interruptor (QTY: 1 each) for **Minto Mine (Sherwood Copper end user/client)** – Critical Delivery timeline (fast track)

Supply of 25Kv Surge Arrestors (QTY: 15)
Supply of 25kV By-Pass Switch (QTY: 3)
Supply of 25kv Instrument TRXs (QTY: 6 CT's, QTY: 3 PT's)
Supply of DC Battery Systems (QTY: 3)
Supply of 1000Kva Padmount TRX (QTY: 1)

Yukon Energy Corporation
#2 Miles Canyon Road
Whitehorse, Yukon
Y1A 6S7

Tom Debolt, Buyer
Tel: 867-393-5300

c/o Project Manager: **Wardrop Engineering Inc.**
6725 Airport Road, 6th Floor
Toronto, ON
L4V 1V2

Andrew C. Ioannou, P. Eng. Senior Project Manager - Energy Division
Shilpa Shah, Eng. – Electrical
Tel: 905 673 3788 Ext. 314

Delivery: March 2008 – Oct. 2008

13 – Forclum Energie Services (FES) – EIFFAGE – Benin SubX (Africa) – 40MVA Power TRX

Supply of 40MVA Power TRX, 69kV/13.5kV Voltage (QTY: 1) for SubX reinforcement project in Benin, Africa

Forclum Energie Services – EIFFAGE Groupe
RD 937 - B.P.13
Verquin,
62131
France

Pascal Martel, Electrical Engineering Lead
Christophe Souillart, Purchasing Manager / Buyer
Tel: +33 6 18 66 40 86

Delivery date: March 2008 – Sept. 2008

14 – Gibraltar Mines (Copper Mine – McLeese Lake, BC)
66kV Substation Package

Gibraltar Mines Ltd.
10251 Gibraltar Mine Road
McLeese Lake, BC
V0L 1P0

Julie Arseneau, Buyer
Harold Karcher, Electrical

c/o Project Manager: **LEX Engineering Ltd.**
2560 Simpson Road, Suite 200
Richmond, BC
V6X 2P9

Paul Fuoco, Eng. VP Engineering Projects
Tel: 604-273-1758

Delivery date: July 2008 – Dec. 2008

15 - BCTC (BC Transmission Corp) – Dokie Wind Farm Terminal Substation – Structural Steel (HSS)

Fabrication, Manufacture & Supply of 260kV Major Dead End Incoming Tower & structural SubX steel

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5
Steve Gyabronka, Buyer
Tel: 604-699-7300

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Syed Iqbal, Eng. Project Manager
Pauline Garcia, Eng, Civil Design Group
Tel: 403-536-4954

Delivery date: July 2008 – Oct. 2008 (critical & tight schedule project delivery)

16 - BCTC (BC Transmission Corp) – Dokie Wind Farm Terminal Substation – Substation Bill of Material

Fabrication, Manufacture, package & Supply of 260kV Substation Material (including: Busswork, SubX connectors, grounding equipment, cables, etc...)

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5
Kavita Bains, Buyer
Tel: 604-699-7300

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Syed Iqbal, Eng. Project Manager
Mary Shen, Eng, Electrical Design Group
Pauline Garcia, Eng, Civil Design Group

Delivery date: Oct 2008 – Jan. 2009 (critical & tight schedule project delivery)

17 - BCTC (BC Transmission Corp) – Upper Harrison Terminal Substation
(c/o Cloudworks Energy Run of River Project) – Structural Steel (HSS)

Fabrication, Manufacture & Supply of 360kV Major Dead End Incoming Tower & structural SubX steel

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5
Linda Chung, Buyer
Tel: 604-699-7300

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Mark Kefford Project Manager
Maria Acosta, Eng, Civil Design Group

Delivery date: Aug. 2008 – Jan. 2009 (critical & tight schedule project delivery)
energized / in service date : June 2009

18 - Bear Mountain Wind LP (AltaGas) – Bear Mountain Wind Farm Project – ZigZag Padmount Transformer & NGR

Fabrication, Manufacture & Supply of ZigZag Padmount Transformer & NGR package

Bear Mountain LP (Altagas)

c/o Project Manager: **HATCH Energy**
700, 840 - 7th Avenue S.W.
Calgary, Alberta
T2P 3G2

Lynda Scoville, Buyer
Tel: 403-920-3244
Dan Perrin, Project Manager
Brian Billay, Eng. Electrical Design Group

Delivery date: Oct. 2008 – March 2009 (critical & tight schedule project delivery)

19 - BCTC (BC Transmission Corp) – 138Kv Bear Mountain Wind Farm Terminal Substation – Structural Steel (HSS)

Fabrication, Manufacture & Supply of 138kV Major Dead End Incoming Tower & structural SubX steel

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5
Linda Chung, Buyer
Tel: 604-699-7300

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Pappur Shankar, Project Manager
Stella Tian, Eng, Civil Design Group
Michael Novev, Eng. Electrical Design Group

Delivery date: Jan. 2009 – Apr. 2009 (critical & tight schedule project delivery)

20 - BCTC (BC Transmission Corp) – BP (British Petroleum) - Noel Project - Tie-In 138Kv Substation – Structural Steel (HSS)

Fabrication, Manufacture & Supply of 138kV Major Dead End Incoming Tower & structural SubX steel

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5
Linda Chung, Buyer
Tel: 604-699-7300

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Pappur Shankar, Project Manager
Stella Tian, Eng, Civil Design Group
Michael Novev, Eng. Electrical Design Group

Delivery date: Mar. 2009 – Apr. 2009 (critical & tight schedule project delivery)

21 - BCTC (BC Transmission Corp) – 138Kv Bear Mountain Wind Farm Terminal Substation & BP (British Petroleum) - Noel Project Tie-In – Substation Bill of Material

Fabrication, Manufacture, package & Supply of 138kV Substation Material (including: Busswork, SubX connectors, grounding equipment, cables, etc...)

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5
Kavita Bains, Buyer
Tel: 604-699-7234

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Pappur Shankar, Project Manager
Michael Novev, Eng. Electrical Design Group

Delivery date: Apr. 2009 – May 2009 (critical & tight schedule project delivery)

22 – PowerStream (Markham Hydro) – 230Kv Switchyard - Markham TS#4 – Structural Steel (HSS) & Tapered Tubular Lightning Masts.

Fabrication, Manufacture & Supply of 230kV Major Dead End Incoming Tower & structural SubX steel with Tapered Tubular Lightning Masts

PowerStream Inc.
161 Cityview Boulevard
Vaughan, Ontario
L4H 0A9
Brian Laws, Manager of Procurement and Inventory
Tel: 905-532-4523

Mr. Gerry Reesor, Eng., Stations Engineer
Tel: 905-532-4431

c/o Project Manager: **SNC Lavalin T&D**
2200 Lake Shore Blvd. West
Toronto, ON
M8V 1A4

Robert Bustraen, Electrical SubX Design Group & Project Manager
Vanna Cheung, Eng, Civil Design Group

Delivery date: Apr. 2009 – Dec. 2009

23 – ExxonMobil (Imperial Oil Ltd – ESSO (Canada)) – Kearl Oil Sands Project - Telecom Tower

Detailed Design, Fabrication, Manufacture & Supply of 90m Self-Supporting Tower & Mounting equipment for telecom hardware.

Detailed Design of Foundation System for 90m Self-Supporting Tower.

IORVL – Imperial Oil Resources Venture Limited
(c/o Exxon Mobil)
240 MidPark Way S.E.
Calgary, AB
T2P 3M9

c/o Project Manager: **FLUOR**
55 SunPark Plaza S.E.
Calgary, AB
T2X 3R4

Nurjahan Kassam, Buyer
403-537-5251
Khaled Saleh, Project Manager
Ed Chiu, Telecom Engineer
Sami Hashmi, Eng, Civil Design Group

Delivery date: June 2009 – Oct. 2009 (critical path & tight schedule project delivery)

24 – ExxonMobil (Imperial Oil Ltd – ESSO (Canada)) – Kearl Oil Sands Project – 240Kv Steel Poles (QTY: 69)

Fabrication, Manufacture & Supply of (QTY: 69 - various heights) 240Kv Steel Poles (Tapered Tubular) for Transmission Line.

IORVL – Imperial Oil Resources Venture Limited
(c/o Exxon Mobil)
240 MidPark Way S.E.
Calgary, AB
T2P 3M9

c/o Project Manager: **FLUOR**
55 SunPark Plaza S.E.
Calgary, AB
T2X 3R4

Daune Carmichael, Buyer
403-537-4986
Khaled Saleh, Project Manager
Jase S. Chin, Electrical Design Group
David Xia, Eng, Civil Design Group

Delivery date: July 2009 – July 2010

25 - BCTC (BC Transmission Corp) – 138kV Harvie Road Substation – Substation Bill of Material

Fabrication, Manufacture, package & Supply of 138kV Substation Material (including: Busswork, SubX connectors, grounding equipment, cables, etc...)

BCTC
Four Bentall Centre,
1055 Dunsmuir Street, Suite 1100
Vancouver, BC
V7X 1V5

Gordon Stables, Buyer
Tel: 604-699-7577

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Amar Atwal, Buyer
403-539-4625
Jose Pico, Eng. Project Manager
Imran Khan, Eng, Electrical Design Group
Jaydeep Kumar Tailor, M.Sc. Electrical Design Group
403-539-4655

Delivery date: July 2009 – Sept. 2009

26 - BCTC (BC Transmission Corp) – ABB Power & Industrial Systems Division – Ashton Creek SVC Station – Substation Grounding Bill of Material

Fabrication, Manufacture, package & Supply of SVC Station Grounding Material (including: connectors, grounding equipment, grounding cables, etc...)

ABB Inc - Power & Industrial Systems Division
8585, Transcanada Hwy
Montreal, QC
H4S 1Z6

Fady Z. Matar, Buyer
Tel: 514-856 6222

Janet J. Balza, Project Manager
Kanika S. Sardana, Project Engineer
Lewis R. Vaughan, Electrical Engineer

c/o Project Manager: **SNC Lavalin – ATP**
1035 – 7th Avenue SW
Calgary, AB
T2P 3E9

Delivery date: Oct. 2009 – Mar. 2010

27 – ExxonMobil (Imperial Oil Ltd – ESSO (Canada)) – Kearl Oil Sands Project – 72Kv Steel Poles (QTY: 2)

Fabrication, Manufacture & Supply of (QTY: 2) 72Kv Steel Poles (Tapered Tubular) for River Crossing Transmission Line.

IORVL – Imperial Oil Resources Venture Limited
(c/o Exxon Mobil)
240 MidPark Way S.E.
Calgary, AB
T2P 3M9

c/o Project Manager: **FLUOR**
55 SunPark Plaza S.E.
Calgary, AB
T2X 3R4

Daune Carmichael, Buyer
403-537-4986
Jase S. Chin, Electrical Design Group

Delivery date: April 2010 – **ONGOING**

28 – BC Hydro (Generation) – Fort Nelson Generation Plant Upgrade – 100kVA, 14.4kV Generator Grounding Transformer Assembly

Design, Fabrication, Manufacture, package, Supply & Delivery of 15kv NGR / 100kVA Transformer Assembly for generation application

BC Hydro – Generation
6911 SouthPoint Drive
Burnaby, BC
V3N 4X8

Leanne Kievill, Buyer
Tel: 604-590-7553
Satwant Gadhok, Project Manager/Client representative

c/o Project Manager: **AMEC Americas**
111 Dunsmuir Street, Suite 400
Vancouver, BC
V6B 5W3

Lori Morrison, Buyer
604-664-3006
Edwin Tong, Eng. Project Manager
Hossein Zand, Eng, Electrical Design Group

Delivery date: June 2010 – **ONGOING**

29 – NL Hydro (Newfoundland & Labrador) – NALCOR Energy – Long Harbour Terminal SubX Project – VALE INCO – SubX Steel Structures

Fabrication, Manufacture & Supply of Structural Steel for 230kV Terminal Substation for Mining (Vale Inco) Interconnection application

NALCOR Energy c/o NL Hydro
P.O. Box 12400
St. John's, NL
A1B 4K7

Theresa Barnes, Buyer
709-737-1490
Derek Rendell, Civil Engineer Substation Group

Delivery date: July 2010 – Dec. 2010

30 – EnCana Corporation – Horn River Basin - Cabin Gas Plant Project — Zig Zag Grounding Transformer Assembly

Design, Fabrication, Manufacture, package, Supply & Delivery of Zig Zag Grounding Transformer

EnCana Corporation
9th Avenue SW
Calgary, AB
T2P 2S5

c/o Project Manager: **DPH-Focus Corporation**
8th Street SE
Calgary, AB
T2G 3A5

Ross Adolph, Buyer
403-287-5284
Bernie Beyer, Eng. Project Manager

Delivery date: Aug. 2010 – **ONGOING**

31 – SIMS Metal (Steel Recycling Plant – Richmond, BC) - 69kV Substation Package

SIMS Metal – Richmong Steel Recycling
11760 Mitchell Road
Richmond, BC
V6V 1V8

Raymond Li, Buyer
Tel: 604-324-4656
Eric Lindenbaum, Project Superintendent

c/o Project Manager: **LEX Engineering Ltd.**
2560 Simpson Road, Suite 200
Richmond, BC
V6X 2P9

Bo Bi, EIT Design Engineer
Paul Fuoco, Eng. VP Engineering Projects

Phone: 604-273-1758

Delivery date : Aug. 2010 – Nov. 2010

32 - GRDA – Grand River Dam Authority – Saline Creek & North MAID Substation Projects – 15kV Disconnect Switches (QTY: 3)

Fabrication, Manufacture & Supply of (QTY: 3) 15kV V-Type Disconnect Switches for Substation applications

GRDA
226 West Dwain Willis Ave
Vinita, OK
74301

Monica Fowler, Buyer
405-297-9963
Jason Neely, Transmission & Engineering Group

Delivery date: Sept. 2010 – Dec. 2010

33 – NL Hydro (Newfoundland & Labrador) – NALCOR Energy – Come By Chance Refinery Terminal SubX Project – Come By Chance Refinery – SubX Steel Structures

Fabrication, Manufacture & Supply of Structural Steel for 230kV Terminal Substation for Refinery Interconnection application

NALCOR Energy c/o NL Hydro
P.O. Box 12400
St. John's, NL
A1B 4K7

Theresa Barnes, Buyer
709-737-1490
Derek Rendell, Civil Engineer Substation Group

Delivery date: Dec. 2010 – **ONGOING**



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item:	Award Bid 2024-06Q Underground Primary Cable
Action Requested:	Council Approval to Award Bid 2024-06Q Underground Primary Cable to Wesco Prysmian/General Cable for the amount of \$63,750.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The City of Glenwood Springs Electric Department routinely goes out for cable bids to replace aging cable on the system or to upgrade primary cable runs to carry additional loads. The city is upgrading a section of cable in town and will be utilizing a portion of the Capital Outlay \$200,000 budget to cover the cost of this purchase. Wesco was the low bidder and is proposing a 16 week lead time, which is acceptable. The city still has 500mcm cable to purchase this year, which will come from the project budget of \$100,000.
Issues:	None at this time.
Fiscal Impact:	This is a budgetted item.
Legal Review:	None needed at this time.
Staff Recommendation:	Staff is Recommending Council Approve Bid 2024-06Q Underground Primary Cable go to Wesco Prysmian/General Cable for the amount of \$63,750.

Glenwood Springs Electric System

Material Bid Worksheet

			DP WIRE & CABLE CHRIS GIRALDES		PAIGE ELECTRIC CO MARTY FOX		BORDER STATES BRETT DURAN		WESCO BRIDGET MORGAN		WESCO BRIDGET MORGAN		Western United Brenda Freeman	
Qty.	Description of Material	I.B.M.#	@ Price	Price	@ Price	Price	@ Price	Price	@ Price	Price	@ Price	Price	@ Price	Price
15,000	4/0 UNDERGROUND PRIMARY CABLE		0.00	78,090.00	0.00	85,500.00	5.18	77,750.55	4.250	63,750.00	5.61	84,150.00	4.52	67,800.00
FT			LEAD TIME NOT LISTED		LEAD TIME NOT LISTED		16 WEEKS		16 WEEKS		16 WEEKS		OCTOBER 2024	
			TOTAL	78,090.00	TOTAL	85,500.00	TOTAL	77,750.55	TOTAL	63,750.00	TOTAL	67,320.00	TOTAL	67,800.00
			EXCEPTIONS ATTACHED		EXCEPTIONS ATTACHED				PRYSMIAN / GENERAL CABLE		LS CABLE - 12,000 FT QUOTED		OKONITE	



100
YEARS OF
INGENUITY

Quotation

Quote Date		Tuesday, February 27, 2024			11198 E. 45th Ave. Suite 150 Denver, CO 80239			
Customer:		City of Glenwood Springs			No Pages:	1 OF 1		
Attn:		Ryan Muse			Job Name:	COG Wire Bid		
Salesperson:		Bridget Morgan			Contact:	o.303.217.7524 bridget.morgan@wesco.com		
Item#	Qty	Description	Unit Price	U/M	EXT Price	Cancelable/ Returnable Y/N	Freight Terms	Lead Time
1	15,000	PRYSMIAN/GENERAL CABLE UT.QT.MVE 4/0 FA 220A RN PE 1/C 4/0 AWG (19W) CPR FILLED AL 0.220" EAM, 133% INSUL. LEVEL, 90C INSULATION DIAMETER: MIN: 0.955" MAX: 1.045" 17X16 AWG CU CN WIRES 0.050" LLDPE JKT, 3-ERS 15 KV RATED, EMPOWR® STRANDSEAL® CUSTOMER SPEC: UG 15KV EPR/EAM FILLED AL (AS APPL) CUST PART NO.: NONE INDUSTRY SPEC: AEIC CS8-20, ICEA S-94-649, RUS LENGTH: 2,750FT/838M +0%/-10% PACKAGE: NH 58.32.24 (SPECIFIED) 6 reels of 4/0 primary cable-15kv-epr/eam-220 mil-strand filled-concentric neutral-jacketed with a minimum of 2,500 feet per reel not to exceed 2,750 feet REDUCED NEUTRAL QUOTE EXPIRES: 3/15/24	\$4.25	FT	\$63,750.00	N	PPD NO CHG	16 WEEKS ARO
2	12,000	LS CABLE E9JPT-4A6F01CA00 1C #4/0 AL Filled 15kV 133% 220mils EPR w/ 1/3 RCN (11w x 14), LLDPE Jkt , MV-90, URD2500' PER REEL; REEL HEIGHT NOT TO EXCEED 64" MAX REEL LENGTH THAT WE CAN SUPPLY FOR THIS CABLE SIZE AND KEEP WITHIN CUSTOMER'S 64" MAXREEL HEIGHT WILL BE 2000 FT (58X32X28). OUR CALCULATION FOR 2500 FT. WILL REQUIRE A 66" REELWHICH WILL EXCEED CUSTOMER'S REQUIREMENT. QUOTE EXPIRES: 2/28	\$5.61	FT	\$67,320.00	N	PPD NO CHG	16 WKS ARO
Total:					\$131,070.00			

By accepting this quote, you agree that the Wesco terms and conditions of sale published at www.wesco.com/termsandsale are expressly incorporated into and shall govern this transaction, unless an agreement between the parties exists.

This offer shall be firm for a period of seven (7) business days from the date of this offer (Except on wire and cable quotes which are valid for 1 day)

Cable prices are subject to metals escalation/de-escalation at time of shipment or order receipt date

Cable reel & length tolerances are per factory standards

Non-stock items are non-cancellable and non-returnable

Branch and factory stock are subject to prior sales. Out of stock material subject to factory lead times

A 30% restock is subject to all return requests. Returns requested after 90 days of ship date will not be accepted.

The BOM provided is based on our interpretation of the specs, accuracy therefore is the responsibility of the purchasing part y.

Any changes to this BOM may result in price changes. Partial award may result in a price increase

Any manufacturer price increases may result in a change to the price stated on this quote (even after time of order)

Quoted lead times are an interpretation of the most current manufacturer information and are not firm, they may be adjusted at any time.

Wesco will not be held liable for any project delays caused by a manufacturer supply chain issues or shipment delays

Transit times with all freight carriers are extremely delayed, Wesco not to be held responsible for delayed deliveries by freight companies

Subject to Buyer's credit worthiness. Please add an additional 5 workdays to the lead time if a new credit account needs to be opened.

Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations

DP Wire and Cable
Chris Giraldes
668 Middlegate Rd
Henderson Nevada
89011 United States

Bid Amount: \$78,090.00
Solicitation Number: 2024-06Q

Bid Exceptions
Manufacturer - Prominent Wire



MV-105 15kV Single Conductors URD Type (Underground Residential Distribution)

Aluminum Conductor/105°C Rating
220Mils 133% Insulation Level



Applications :

Used for medium voltage installations or distribution networks both indoors and outdoors.
For the supply of transformer stations, infrastructure, wind turbines, solar parks and data centers.

Construction:

Conductor:

Compressed aluminum class B (1350 Series Aluminum)
(Stranded water swellable fiber, water swellable powder)

Conductor Shield:

Semi-conducting cross-linked copolymer; A semiconducting tape is used on larger size conductor .

Insulation:

220Mils Ethylene Propylene Rubber 133% insulation level

Insulation Shield:

Stripable semi-conducting cross-linked copolymer.

Concentric Conductor:

Bare copper wires.
(Water swellable powder)

Overall Jacket:

Sun Resistant LLDPE sheath.

Marking:

(UL)E536477 1/C (XXX) KCMIL 15KV MV-105 AL EPR 1/3 CN (XXxXX) AWG
220MILS 133% INS LLDPE JACKET SUN RES (XXXX) FT

Core Identification:

Insulation : Natural

Outer Sheath Colors:

Available colors : Black with 3 red stripes

Installation recommendations:

Min. Bending Radius During Installation : 20xD Min.
Bending Radius Fix Installed : 15xD
Conductor Operating Temperature : Normal: 105°C
Emergency: 140°C Short Circuit: 250°C

Specifications:

UL1072 Medium-Voltage Power Cables.
ICEA S-94-649 CONCENTRIC NEUTRAL CABLES RATED 5 THROUGH 46 KV.
AEIC CS8 Specification for Extruded Dielectric, Shielded Power Cables Rated 5 through 46 kV.



Product Data:

Conductor Size	Insulation Thickness	Concentric Neutral	Conductor Diameter	Insulation Diameter	Insulation Jacket Thickness	Overall Diameter	Net Weight
AWG/kcmil	mils	No.xAWG	inches	inches	inches	inches	lbs/kft
4/0STR	220	11x14	0.507	1.00	.055	1.31	805

All values are nominal and subject to correction.

Paige Electric Co
Marty Fox
1160 Springfield rd
Uniin New Jersey
07083 United States

Bid Amount: \$85,500.00
Solicitation Number: 2024-06Q

Bid Exceptions

Quoting Gaon manufacturer. Spec available on request.



Border States - DEN
10899 Havana Street Ste 1140
Commerce City CO 80022
Phone: 303-336-7360

CITY OF GLENWOOD SPRINGS
1660 DEVEREUX RD
GLENWOOD SPRINGS CO 81601

Quote

Page: 1 of 1

Quote: 27408856
Sold-To Acct #: 113008
Valid From: 02/22/2024 To: 02/29/2024
Payment Terms: Net 25th prox

Created By: Brett Duran
Tel No: 303-336-7382
Fax No:

Inco Terms:
PPA prepaid & allow freight

Ship-to:
CITY OF GLENWOOD SPRINGS
1660 DEVEREUX RD
GLENWOOD SPRINGS CO 81601

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	- E9JPT-4A3F01CA00 per specs 16 WEEKS ARO TO SHIP	15,000 EA	5,183.37	/ 1,000	EA	77,750.55

Total \$		77,750.55
State Tax \$	0.000 %	0.00
County Tax \$	0.000 %	0.00
Local Tax \$	0.000 %	0.00
Other Tax1 \$	0.000 %	0.00
Other Tax2 \$	0.000 %	0.00
Other Tax3 \$	0.000 %	0.00
Tax Subtotal \$	0.000 %	0.00

Net Amount \$ 77,750.55

To access Border States Terms and Conditions of Sale, please go to
<https://www.borderstates.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

QUOTATION

Western United Electric Supply Corp

100 Bromley Business Parkway
Brighton, CO 80603
US
303-659-2356



Order Number	
2083136	
Order Date	Page
02/19/2024 13:47:50	1 of 1

Quote Expires On: 02/26/2024

Pricing and lead times are subject to change at time of shipment due to market volatility

Bill To:

City of Glenwood Springs
101 W 8TH ST
GLENWOOD SPRINGS, CO 81601
US

Ship To:

City of Glenwood Springs
Electrical Operations Ctr
1660 Devereux Rd
Glenwood Springs, CO 81601-8702
US

Attn: Billing Contact

Requested By: Kim Delgado

Customer ID: 10028

PO Number	Ship Route	Taker
2024-06Q	1WNW	JHARRIS

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
15,000.00	0.00	15,000.00	FT		162-23-3081	FT	4.520000	67,800.00
				1.0	4/0 AL 220Mil 15KV EPR Filled Strand	1.0		

Total Lines: 1

SUB-TOTAL: 67,800.00

TAX: 0.00

AMOUNT DUE: 67,800.00

U.S. Dollars

Effective July 1, 2022, Colorado imposes a retail delivery fee of \$0.28 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Intergovernmental Agreement with Garfield County Regarding the April 2024 Special Election

Action Requested: Approval of the Intergovernmental Agreement (IGA) with the County for the special election.

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: The City needs to execute an agreement with the Clerk and Recorder's office of Garfield County to help collect and count the ballots in the upcoming special election.

Issues: None

Fiscal Impact: \$1,750 the General Fund in 2024.

Legal Review: Legal approved the agreement.

Staff Recommendation: Execution of Intergovernmental Agreement with Garfield County.

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES AMENDED

This Intergovernmental Agreement for election services is entered into this 7th day of March 2024 by and between the, City of Glenwood Springs, a Colorado Home Rule Municipality (hereinafter the “City”), and the Garfield County Clerk & Recorder, (hereinafter the “Clerk”), collectively referred to as the “Parties”.

WHEREAS the City has requested the assistance of the Clerk for a Special Election to be held on April 23rd, 2024 and

WHEREAS the Clerk is willing to assist the City in certain aspects of the April 23rd, 2024 Special Election to effectuate a smooth and efficient election process.

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

1. **Term of Agreement:** This Agreement applies to the April 23rd, 2024 Special Election and is effective from the date of execution to the conclusion of any appeal or contest of the April 23rd, 2024, Special Election.
2. **Clerk’s Duties:** The Clerk agrees to:
 - a. Designate members of the election staff to assist the City with the April 23rd, 2024 Special Election and to provide the names of those individuals to the City.
 - b. Use the ballot content provided by the City to set-up the ballot design for the April 23rd 2024 Special Election and send proofs to the City by email when completed for approval.
 - c. Provide artwork to the City’s designated printer so ballots are compatible with the Clear Ballot Voting system.
 - d. Provide the City’s designated printer with the ballot label extract for both the UOCAVA and main ballot mailings on the date agreed upon by the City and print vendor.
 - e. Provide the City with a list of eligible election judges.
 - f. Provide supplemental ballot extracts via email of voters who register to vote or do a change of address after the initial voter extract is sent to the designated printer. This will allow the City to mail out ballots until the deadline specified by statute.
 - ❖ Note: due to the Presidential Primary Election, data entry will cease at 7 pm on March 5, 2024. We will not be permitted to resume data entry until the Secretary of State’s office notifies us (typically about 4 weeks after the election). Once we can resume data entry, it will take the election team up to 5 business days to update data in SCORE.
 - g. Open the Garfield County 24/7 ballot drop box on 8th St to receive City ballots. Two election staff will check this drop box daily (Mon- Thursday)) and will deliver any ballots received to the ballot box inside City Hall. When City Hall is closed (Fridays), ballots will be delivered on Monday or the next business day that City Hall is open.

- h. Provide training to designated City staff or designated election judges on how to prepare the ballots for processing through the Clear Ballot tabulating system known as Clear Count.
- i. Provide a Clear Count Ballot Municipal Kit with Scanner for use in processing the voted ballots on April 19th, 2024 and April 23rd 2024. Clerk Election Staff member(s) will take the Municipal Kit to City Hall on both days and work with election judges to scan the voted ballots.
- j. Once all the voted ballots are scanned and the City's Designated Election Official is ready to issue election results, the Clerk will tabulate election results and provide reports to the City's DEO, Karen Goldman.
- k. Eight days post-election, the election staff will scan the final ballots and tabulate final results.
- l. The City will pay the Garfield County Clerk & Recorder within thirty (30) days after the election for staff time spent in setting up the ballot, logic and accuracy testing, providing the designated printer with the ballot pdf and ballot label extracts, general office supplies needed for logic and accuracy testing and supplemental ballot labels, assisting with the ballot counting and tabulation process on election night, and for use of the Clear Ballot Voting System. The cost to assist with the April 23rd, 2024 Special Election, of the City of Glenwood Springs is \$1750.00.
- m. Within accordance of CRS 1-10-5 101(1)(b). if any contest is less than ½ of one percent for a recount, the Clerk will assist the City with the recount. The City of will pay additional_fees for the recount.

3. **City's Duties:** City agrees to:

- a. Provide the Clerk with certified ballot content as soon as the ballot language is approved by the City Council. Please contact Edna Place at 970-384-3700 x 1804 or eplace@garfield-county.com for the format required for content certification.
- b. Proof and return signed verification that the ballot proof is acceptable by email to the Clerk (Jacklyn Harmon - jharmon@garfield-county.com) and Edna Place (eplace@garfield-county.com).
- c. Provide the Clerk and the Election Staff with the name and contact information for the City's designated printer.
- d. The City will be responsible for hiring and paying all election judges.
- e. City will conduct all required background checks.
- f. Provide at least two staff members or election judges to assist with the logic and accuracy testing (LAT) of the election equipment. This testing will be done at the Clerk's office in Glenwood Springs. Both City and Clerk staffs will hand mark and hand tabulate ballots prior to those ballots being processed through a Clear Ballot Municipal Kit scanner.
- g. The City will provide a new, encrypted flash drive so all reports for the election can be downloaded from the Clear Ballot Voting System for printing.
- h. If necessary send two City employees or election judges to pick up ballots.
- i. Eight days post-election, two city staff or election judges will bring any remaining ballots to scan to the Clerk's office for final scanning and tabulation.

- j. Reimburse the Clerk for staff time spent in setting up the ballot, logic and accuracy testing, providing the designated printer with the ballot pdf and ballot label extracts, general office supplies needed for logic and accuracy testing and supplemental ballot labels, assisting with the ballot counting and tabulation process on election night and the use of the Clear Ballot Voting System owned by Garfield County. The cost for the Clerk's office to assist with the April 23rd, 2024 Special Election of the City of Glenwood Springs is \$1750.00.
- k. Within accordance of CRS 1-10-5 101(1)(b). if any contest is less than ½ of one percent for a recount, the Clerk will assist the City with the recount. The City will pay additional fees for the recount. for staff time needed to assist with the recount process.

3. Indemnification: To the extent permitted by law, the City agrees to indemnify, defend and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of the City in completing its responsibilities relating to the election.

4. Integration: The Parties acknowledge that this Agreement constitutes the complete agreement and understanding between them relating to the subject matter hereof and that no Party is relying upon any oral representations made by another Party or employee, agent or officer of the Party.

5. Amendments: This Agreement can be amended only in writing with signature of all Parties.

6. Notices: All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the Parties at their addresses below or agreed upon email addresses as provided to the other party below: City of Glenwood Springs 101 W 8th St Glenwood Springs, CO 81601 and Garfield County Clerk 109 8th St, Suite 200 Glenwood Springs, CO 81601.

IN WITNESS WHEREOF, the City and the Clerk have caused this Agreement to be full executed in an electronic format or duplicate signed originals with each party receiving a fully executed copy.

ATTEST:

City of Glenwood Springs

City Clerk

By:

Mayor

Dated: _____

Garfield County Clerk & Recorder

Email: _____

Jacklyn K. Harmon

Dated

Email: jharmon@garfield-county.com



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item:	Agreement for Polling Services Related to the Street and Infrastructure Tax
Action Requested:	Approval of Professional Services Agreement for polling services related to a sales tax ballot initiative that would renew and or/increase the amount of the Street Tax Fund, and whether water infrastructure under the streets may be an authorized expenditure.
Department:	City Administration
Presented By:	Steve Boyd, Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The existing sales tax dedicated to maintaining, improving and rebuilding streets is .5% and will expire at the end of 2026. The tax generates approximately \$3 million per year that may only be used for City streets. The Financial Advisory Board (FAB) has reviewed projections provided by public works that identify three basic strategies: 1. Renew the tax at the current .5%. This results in running out of improvement funds in 12 years. 2. Increase the amount of the tax by .25% (total of .75%) which would allow the City to maintain and rebuild all City streets within the next 20 years. 3. Increase the amount by .5% (total of 1.0%) and allow the City to use tax funds to repair and replace water/wastewater infrastructure beneath the streets as they are constructed, resulting in a slower increase in water/wastewater rates to customers. Savings in water bills will be greater than the .25% increase an average resident would pay in sales tax.
Issues:	The existing tax expires at the end of 2026 and it is imperative to secure a revenue stream to fund the repair and maintenance of City streets. Whether voters would approve a renewal, an increase, and/or a further increase with a resulting decrease in the increase of water/wastewater rates is a complex and unknown question. For Council to make an informed decision it needs to understand the likelihood of passage for several complicated ballot initiatives. The City will contract with and pay Frederick Polls, and the Chamber with help from Community on the Move will work with the firm to design the poll. These issues will be explored in the polling process.
Fiscal Impact:	\$25,000 in an additional appropriation to the General Fund's Streets department in the next budget amendment,.
Legal Review:	Legal has reviewed the professional services agreement and will ensure conformance with applicable election laws.
Staff Recommendation:	Staff defers to Council.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 1st day of March, 2024 between the CITY OF GLENWOOD SPRINGS, a home rule municipality under the laws of the State of Colorado ("City"), and FrederickPolls, LLC ("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 a poll of city voters, 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 eighteen thousand and five hundred dollars (\$18,500), as more fully described on **Exhibit A** 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 November 2024, 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: Keith Frederick
FrederickPolls, LLC
350 South 200 East, #722
Salt Lake City, UT 84111

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: FrederickPolls, LLC

By: 
By:

Name: Keith Frederick

Title: Owner, Manager



Exhibit A GLENWOOD SPRINGS POLL PROPOSAL

1. Project Purpose.

This poll will explore Glenwood Springs voters' opinions toward renewal of the 1/2 cent sales tax for street and road improvements including level of support for expanding this dedicated sales tax to both 3/4th cent and a full penny.

To gain a complete understanding of how a November 2024 ballot issue may play out, this poll will also include questions about views of the city government and City Council, perceptions of how previous street improvement tax money has been spent, tax sensitivity and reaction to ballot-related messages voters may hear prior to casting their 2024 ballot.

Thus, this poll will provide input as to the preferred tax level for the November ballot and proper information scenario that will best educate voters to make an informed supportive choice that will maintain the city's streets in years to come.

2. Project Specifications.

Note: Glenwood Springs has a relatively small population base and electorate. Given current trends in voter response to polls in an era when people are bombarded on their phones with solicitations, the proposed sample size is a best guess based on current response rates. Every likely voter in Glenwood Springs will be approached multiple times requesting their cooperation in completing the poll. If that cooperation rate exceeds expectations and industry standards, the actual completed interview sample size could be higher.

- *Sample Size:* n=125-150 completed interviews.
- *Interview Method:* Online via cell text invites and telephone via live caller interviews -- multiple attempts using each method.
- *Eligibility:* Likely November 2024 voters.
- *Questionnaire Length:* 10-12 minutes. Up to 35 questions.
- *Timing:*
 - Questionnaire draft and revisions --March 11-29.
 - Questionnaire final approval by client -- no later than April 2.
 - Interviewing: April 3-18.
 - Topline poll results delivered: Friday, April 19.
 - Cross tabs and Poll Report by April 25.
- *FEE:* \$18,500.

350 South 200 East, #722
Salt Lake City, UT 84111
(703) 801-9506 (p)

Keith@FrederickPolls.com

www.FrederickPolls.com



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item:	Supplemental Appropriation in Water Fund
Action Requested:	Approval of \$100,000 contribution to Forest Service rebuilding of Grizzly Creek Trail
Department:	City Administration
Presented By:	Steve Boyd, Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life
Background Info:	The trail up Grizzly Creek was damaged in recent mud slides and the Forest Service is in the rebuilding process. The cost of the work is approximately \$1 million. They have asked for a financial contribution from us as a vital user since we access water assets via the trail.
Issues:	The only other way to access this area is via helicopter, which is extremely expensive so we support this re-build.
Fiscal Impact:	\$100,000 as an additional appropriation in the Water Fund.
Legal Review:	NA
Staff Recommendation:	Staff supports this contribution.



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Resolution 2024-13 Canceling First Regular Meeting in July, 2024

Action Requested: Approval of Resolution Canceling Meeting on July 4th.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: Staff supports canceling this meeting.

RESOLUTION 2024-13

**AN RESOLUTION OF THE CITY COUNCIL OF GLENWOOD SPRINGS
COLORADO, CANCELING THE FIRST REGULAR CITY COUNCIL
MEETING IN JULY 2024.**

WHEREAS, the Municipal Charter provides for two (2) regular meetings each month to occur on the first and third Thursdays of the month; and

WHEREAS, Municipal Code Section 020.030.010(a) gives Council the authority to cancel or reschedule a meeting by resolution; and

WHEREAS, the first meeting in July 2024 would occur on July 4, 2024; and

WHEREAS, City Council desires to cancel the regularly scheduled meeting for July 4, 2024.

**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 regular meeting on July 4, 2024, is hereby cancelled.

INTRODUCED, READ, AND PASSED THIS 16th DAY OF NOVEMBER 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item:	Update from Mind Springs on the progress of Detox Center
Action Requested:	Hans Lutgring, Regional Outreach Director of Mind Springs will be here for a brief update on progress of the detox facility.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Ensure Public Safety Protect and Preserve our Quality of Life
Background Info:	Mind Springs, with the help of regional stakeholders, is constructing a 9-bed detox center at their facility on South Grand.
Issues:	The City contributed \$100,000 to the project in 2024, and further approved the funds to be capital and/or operating expenses associated with the facility's opening.
Fiscal Impact:	None at this time.
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Update from Roaring Fork Outdoor Volunteers (RFOV)

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Becca Schild, Executive Director of RFOV will be here for updates on their work in Glenwood. The 2023 Impact Report is attached to this agenda item.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

Closing the Stewardship Gap

ROARING FORK OUTDOOR VOLUNTEERS 2023 IMPACT REPORT



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Ben Sherman, *Education Director*

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At RFOV, we intentionally offer a diverse range of projects that appeal to the varied interests and needs of our regional communities to bring people into our stewardship mission.



Letter from our Executive Director



In late June, one of our most dedicated volunteers forwarded me an article titled “Addressing the ‘Stewardship Gap’ as Outdoor Recreation Soars.” The article, which cites a study conducted by OnX, a Montana-based company with offices in Carbondale, highlights a significant issue: while 77% of outdoor enthusiasts enjoy the outdoors more than a dozen times a year, only 19% engage in outdoor stewardship activities annually (such as volunteering or donating to a stewardship organization). The authors stress the need to bridge this stewardship gap and instill a sense of responsible recreation in everyone as outdoor participation continues to surge.

So, the question arises: Where does this sense of stewardship originate?

Reflecting on my own journey, I can trace it back to the numerous outdoor educational opportunities I had while growing up in Colorado. From closely observing a frog with childlike wonder at a local nature center at the age of 5 to embarking on my first backpacking expedition at 11, to spending a month in college participating in a youth corps program stewarding 14ers in the Sangre de Cristo Mountains—these experiences not only nurtured my love for outdoor adventure but also solidified my commitment to safeguarding the places essential to my identity and happiness.

Regrettably, not everyone is afforded the privileges and opportunities to learn about the environment that shaped my childhood. Moreover, even if someone is introduced to outdoor recreation, this doesn’t automatically translate into an ethic of stewardship.

While researching stewardship and volunteerism for my dissertation, I discovered that outdoor enthusiasts were drawn into stewardship by a personally relevant interest — concerns about access, degradation of a favorite trail, or even a sense of guilt. As they became more deeply engaged, a stewardship ethic developed. Eventually, many began to see themselves as essential contributors to the management of local public lands and felt a stronger connection to their community through volunteering, which led to more active participation.

This is my hope for our community of volunteers and supporters. At RFOV, we intentionally offer a diverse range of projects that appeal to the varied interests and needs of our regional communities to bring people into our stewardship mission. Throughout all our programs, we prioritize community-building to ensure each individual experiences a sense of belonging. Importantly, we focus on nurturing the next generation of stewards through our Young Stewards Program, reaching over 900 students annually. Our aspiration is to play a pivotal role in closing the stewardship gap, ensuring that the extensive network of public lands that defines our region remains vibrant and resilient for generations to come.

We deeply appreciate your continued support in helping us realize this important goal.

With gratitude,

A handwritten signature in black ink that reads "Rebecca Schild". The signature is written in a cursive, flowing style.

Rebecca Schild

2023 SEASON IMPACT

Thanks to YOU, here's
what was accomplished this year!



1,457 UNIQUE VOLUNTEERS

\$246,673 IN-KIND VALUE
OF VOLUNTEER CONTRIBUTIONS

835 STUDENT PARTICIPANTS

84 PROJECT PARTNERS



7,757 VOLUNTEER HOURS

3,622 YOUTH HOURS

4,716 STAFF STEWARDSHIP HOURS

222 DAYS IN THE FIELD



52 MILES OF TRAIL WORKED

19 ACRES RESTORED

8 TRAININGS OFFERED

79 PROJECT SITES



Thank you to the 1,457+
Community Members
that Volunteered in 2023!



Ty Hesse

**MOST ENTHUSIASTIC
VOLUNTEER**



Rebecca White

**ROOKIE
OF THE YEAR**



Beth Selzer

**MOST ACTIVE
VOLUNTEER**



**City of
Glenwood Springs**

PARTNER OF THE YEAR



Alli Uri

VOLUNTEER OF THE YEAR

With the frequency at which Alli volunteered and led crews this season, it may be a surprise to learn that she is no longer on staff at RFOV—and is in fact employed full time by the Town of Carbondale. It would be fair to assume that working Monday – Friday as a Public Landscape Technician would more than fill a person's cup in terms of giving back to their community. But if you were to assume that about Alli, you would be gravely mistaken.

By volunteering on seven projects this season, Alli proved her commitment to RFOV's mission of community-powered public land management and demonstrated her dedication to the ideals of stewardship that we seek to instill within all volunteers who work with us.

OUR VISION

Roaring Fork Outdoor Volunteers is a diverse and engaged community of outdoor stewards working collectively for the benefit of our public lands.

OUR MISSION

Roaring Fork Outdoor Volunteers promotes stewardship of our public lands by engaging our community in education, restoration and conservation projects.





The Marble Stewardship Extravaganza!

By Melissa Daniels, Program Director

When we named our Marble weekend as the ‘Stewardship Extravaganza,’ we truly meant it! The Marble Stewardship Extravaganza, an event RFOV has organized for the past three years, stands as a prime example of the impactful work we do and the meaningful partnerships we foster.



This season, volunteers dispersed across three project sites over the course of the weekend: the Marble Mill Site Park, the Raspberry Creek Trail, and the Marble Wetlands. All three projects are collaborations with key experts and stakeholders in Marble's stewardship community, including the Town of Marble, the Trust for Land Restoration, Wilderness Workshop, the Crystal Valley Environmental Protection Association, and the US Forest Service. Both Saturday and Sunday culminated in shared meals, graciously provided by Slow Groovin, one of Marble's cherished gems, ensuring that camaraderie extended beyond the worksite. This weekend of stewardship was made possible by the generous sponsorship of Crystal Valley Jeep Tours.

Accomplishments during the Marble Stewardship Extravaganza span all three RFOV program pillars: Sustainable Recreation, Healthy Landscapes, and Fire Adaptation. In the heart of town at the Mill Site Park, volunteers built upon years of fire mitigation, trail upkeep, and invasive plant management initiatives. At the recently acquired Marble Wetlands, volunteers wrestled with invasive oxeye daisy populations and nurtured future success for population control by sowing a blend of native grasses and wildflowers. Along the Raspberry Creek Trail, we revisited our ongoing trail maintenance efforts, installing steps and drainage structures, and clearing vegetation from the trail corridor.

BUILDING COMMUNITY

The Town of Marble graciously hosted our staff, volunteers, and partners at their in-town campground, creating a space for connection throughout the weekend through shared meals, lighthearted anecdotes, and spirited sing-alongs.

A beloved destination for hikers, anglers, skiers, off-roaders, and various other outdoor enthusiasts, Marble witnesses a constant influx of visitors. This high visitation inevitably leaves its mark on our natural areas, and Marble lacks the resources to fully mitigate these impacts. We are thrilled to collaborate with the many stakeholders and volunteers dedicated to stewarding and conserving the natural spaces that make Marble so beloved.





Young Stewards Program

By Ben Sherman,
Education Director

RFOV is dedicated to delivering comprehensive Stewardship Education to all students, regardless of their abilities, backgrounds, or prior outdoor experiences. We remain committed to providing accessible programs that meet students where they are, utilizing the great outdoors as a classroom. Whether it's a trail nearby, a town park, or a school campus, these natural settings become our interactive learning environments.

Youth in Nature



RFOV is thrilled about the ongoing momentum of the Youth In Nature Program and the warm embrace of our second annual cohort.

This comprehensive year-long empowerment initiative links high school students hailing from Aspen to Parachute. Throughout this journey, students actively partake in meaningful land stewardship activities, immersive hands-on learning, and the invaluable experience of connecting with their local public lands. Thanks to collaboration with our nonprofit partners and support from the Jonathan D and Marck C. Lewis Foundation, students can forge lasting connections with the outdoors, foster meaningful relationships with their peers, and cultivate a deeper sense of community.

Look for more information in schools in spring 2024, with applications opening January 15 for the 2024/25 program.

FOR MORE INFORMATION, PLEASE VISIT
www.rfov.org/YIN





Spruce Up Your School

One of RFOV’s newest initiatives empowers students to take a leading role in caring for their most-used outdoor spaces - their very own school campus! The “Spruce Up Your School” program not only aims to enhance these areas but also engages the entire school community in envisioning, planning, and actively participating in the stewardship of their unique outdoor environment.

HOW DOES IT ALL COME TOGETHER?

In the lead-up to the project date, RFOV staff collaborate with teachers to identify and prioritize projects on their campus, tailoring age-appropriate tasks for students to accomplish during the project day. We liaise with school staff to offer insights and suggestions, and plan for a successful project. In the week preceding the project, RFOV staff conduct an introductory presentation to inform students, set expectations, answer questions, and fuel excitement for the upcoming day of stewardship.

On project day, RFOV provides the staff, tools, training, and expertise essential for a rewarding day of student-driven stewardship. Project days are a blend of productive teamwork and fun outdoor games and activities.

This spring, we led the transformation of Cactus Valley Elementary School (CVE) campus in Silt, Colorado.

The CVE project spanned three days, including an introductory presentation and two days spent “in the dirt” with 4th and 5th-grade classes.

With over 90 students and their dedicated teachers, along with a parent proficient in operating heavy machinery and RFOV staff serving as guiding crew leaders, we successfully created a “natural playscape,” mulched every tree on the campus, rejuvenated outdoor murals, and completed the installation of a 2,000+ square foot wildflower garden area. The contributions of CVE staff, as well as the broader CVE community through their generous donations of time, goods, and services, played a pivotal role in making this project series a successful learning experience for the 4th and 5th-grade students who took pride in beautifying CVE and forming a stronger connection with their environment.

You Gave Chainsaws to Volunteers?!

By Melissa Daniels, Program Director

At the outset of the previous season, the concept of a volunteer chainsaw sawyer program was but a hopeful dream. As our wildfire mitigation initiatives expanded and the need for more mitigation efforts in our region became increasingly apparent, we recognized the importance of volunteer chainsaw sawyers on public lands.

Taking our idea to the Action, Implementation, & Mitigation grant program at Coalitions and Collaboratives, we were thrilled to discover their enthusiasm matched our own.

While designing the program, we sought out partners who shared our vision. We collaborated with the Aspen Fire Protection District for their expertise in creating a program that would be both valuable and practical for addressing wildfire threats. In May, two members of the AFPD staff conducted a comprehensive three-day training session for eight dedicated volunteers. Aspen Fire's instruction included a day in the classroom, followed by two field training days at Sunfire Ranch and Redstone Castle, where our volunteers actively reduced fuels across three acres of forest.

Witnessing eight enthusiastic volunteers acquire and apply new and demanding skills to wildfire projects identified by our local land management partners was truly inspiring. In the Town of Basalt, we successfully cleared wildfire fuels from 1.5 acres of Ponderosa Park. Working closely with Pitkin County Open Space & Trails and Aspen Valley Land Trust in Hunter Creek, we thinned and reduced fuels in 0.8 acres of forest. Our collaboration with the City of Glenwood Springs at Wulfsohn Mountain Park continued, where we addressed acres of Gambel oak stands and reduced additional fuels.

Next year our plan is to offer training to an additional eight volunteers and host three more volunteer chainsaw projects. We also aim to leverage this program to continue supporting our partner organizations in the same way they have supported us. Our vision includes training staff from partner organizations, whether they are nonprofits or government agencies, to enhance their skill set within their respective organizations. By doing so, we will build our collective capacity to make our region more resilient to wildfire threat.





New to RFOV in 2023, Rebecca White generously logged 100 volunteer hours from June to October this project season when she developed a special appreciation for the RFOV community.

Volunteer Profile:

REBECCA WHITE

ROOKIE OF THE YEAR

By Sara Gilbertson, Director of Communications & Engagement

Rebecca grew up in northeast Indiana, attended Indiana University in Bloomington, and achieved her physical therapist training and certification in Cleveland, Ohio. After practicing for much of her career in Seattle, Rebecca moved to the Vail Valley in 2014. She was introduced to trail work through her employer, Howard Head Sports Medicine, which had a trail adoption partnership with the Vail Valley Mountain Trails Alliance (VVMTA).

Much of the work around Vail involved using loppers to widen and heighten trails, cover up ‘social’ trails, and maintain water bars, oftentimes on the same trail each season. After moving to the Roaring Fork Valley in spring 2022, Rebecca discovered that trail maintenance and restoration with RFOV was more comprehensive, technical, and widespread. “It was exciting to learn that RFOV constructs water bars and check steps; we use

chainsaws to cut trees down,” said Rebecca. “To me, this work feels more rewarding. Plus, RFOV provides food and drinks after each project which is great community-building for all of us.”

Looking ahead, Rebecca is set to join the 2024 RFOV Project Selection Committee. “I look forward to learning about the criteria applied and how the selection process unfolds,” she said. Rebecca’s fellow volunteers describe her as thorough, thoughtful, and exceptionally easy to work with.

Rebecca, we extend our heartfelt gratitude for your invaluable contributions and the wonderful person you are.

PHOTO: Rebecca White, center, with Brad Davis (L) and Rachel Harvey (R).



A Tale of Trail Work: The Red Hill Story

By Jack Douglas, Program Manager



RFOV's operating strategy aims to accomplish stewardship at scale by targeting a resource or location, then progressing from a project-by-project engagement model to a more comprehensive, prioritized effort for addressing resource needs. With community participation and skilled, professional staff, we can respond to the diverse stewardship needs of our vast network of public lands.

A NOTABLE EXAMPLE OF THIS MODEL AT WORK IS RED HILL IN CARBONDALE.

In 1996, a group of citizens collaborated with the Town of Carbondale and the BLM to evaluate the full recreation potential of the roughly 3,000 acres of public land at Red Hill. A Resource Management Plan was adopted on January 1, 2000, by the Department of the Interior, designating the area as a non-motorized Special Recreation Management Area (SRMA).

In 2000, the collaborators evolved into the Red Hill Council, a private nonprofit 501(c)(3) organization, focused on preserving and maintaining the scenic Red Hill trails. The Council fostered partnerships with various organizations, including RFOV and the Roaring Fork Mountain Bike Association (RFMBA). These partnerships serve as a platform to empower the local community to take ownership in stewarding this important resource.

With over 65,000 users each year on the steep terrain of dry, clay dirt on Red Hill, the Town alone cannot keep up with annual maintenance. RFOV's Adopt-A-Trail and Group Projects programs provide a reliable volunteer

presence to help the Town maintain this important recreation resource. In addition, RFOV has coordinated a large public volunteer project, held over four weekday evenings each year on a trail that has not been adopted. Finally, this year, our trail crew spent one week completing any unfinished work. Local organizations such as Osmia, Basalt Bike & Ski, Engel & Volkers, and Backbone Media have either adopted or participated as a group in trail projects on Red Hill.

THE TALE OF TRAIL WORK AT RED HILL IS A PERPETUAL JOURNEY.

Over the years, we consistently hear from passing hikers and bikers: "I didn't realize how much work goes into these trails." RFOV can affirm that stewardship work is unending, especially on a system under multiple jurisdictions, with trails interwoven in a confined space. The Red Hill trail network owes its existence to the tireless dedication of volunteer outdoor enthusiasts who have given their time and energy to preserve this special piece of land.



“

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Thank you to our Members, Partners, and Sponsors!

As a community-powered organization, your gifts make our work possible.

 Gave last five years

★ New donor

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\$100,000 +

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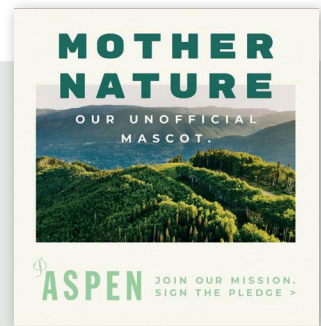
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Trevor Savage ★
Michael Sawyer 🍷
Eric Sayre
Michael Scanlon
Sumner Schachter
Suzanne Scheer 🍷
Judith J. Schramm 🍷
Linda & Mark Schuemaker 🍷
Maryellen Secrist in honor
of Craig Helm ★
Steve & Judi Sewell 🍷



The Aspen Chamber Resort
Association (ACRA) is donating
up to **\$50,000** to RFOV for
signatures to the Aspen Pledge.



Scan the code or please visit
<https://aspenchamber.org/pledge>
and take the Pledge!

Patrick Seydel & Susan Cashel 🍷
 Janny & John Sherman
 Steven & Jan Shute
 Kara Silbernagel ★
 Marty Silverstein
 Larry Slater 🍷
 Leeray & Susan Smith 🍷
 Michael Smith 🍷
 Sandy Smith 🏠★
 Rod Smith & Karen Heady 🍷
 Laura Speck
 Dave & Connie Spence 🍷
 Susan Spielman 🍷
 Garrett Spong
 Kim Stacey 🍷
 Suzanne & Jeffrey Stephens
 Suzanne Stewart
 & David Winsor 🍷
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 Jeff Tucker 🍷
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 Lynne Uhl ★
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 Valley Vision ★
 Lois Veltus
 Thomas Verry

Mary Voges ★
 Barbara & David Vtipil 🍷
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 Richard Wells 🍷
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 Lara & Marc Whitley
 Jonathan Whittle ★
 Jeff & Gay Wisch 🍷
 Suzanne Wolff
 & Gary Tennenbaum 🍷
 Fred Wooden 🍷
 Ian, Julie, & Finley Young ★
 Ray & Shauna Young
 Gail Zalutsky
 Theodore Zislis

We've made every effort to ensure all of our donors are acknowledged in this report. Please let us know if we've made an error. We appreciate your support and understanding.



Adopt-A-Trail

We're grateful for the organizations and businesses that have taken their stewardship commitment a step further by adopting a trail this year!

Aspen Center for Environmental Studies
 Aspen Rotary Club
 AWL West
 Basalt Bike & Ski, Inc./
 Cripple Creek Backcountry
 Becker Automated Systems
 Blazing Adventures

Engel & Volkers
 Independence Run & Hike
 Jaywalker Lodge
 Marble Wilds Oktoberfest
 Not So Boring Bible
 Osmia Organics
 Ragnar Events
 REI Glenwood Springs

Roaring Fork
 Transportation Authority
 Rotary Club of Snowmass Village
 Sacred Cycle
 Tucker Family
 Two Leaves & a Bud
 Viewline Resort
 Wilderness Workshop

In-Kind Donors

RFOV extends heartfelt gratitude to all our generous In-Kind donors for their pizza, sandwiches, coffee/tea, trucking, mulch, sand, paint, apparel, accounting, IT services, and, of course, beer! Your invaluable support enables us to fulfill our stewardship commitment to land managers and the broader community.

10th Mountain Hut Association	Ming's Café
Phil Armstrong	NY Pizza
Avalon Salon	Odell Brewing Co
Battlement Mesa Golf Club	Peppino's Pizza
Bonfire Coffee	Plosky's Deli
Defiance Rafting Company	Rocky Mountain Pizza Co.
Dos Gringos	Russel Aaberg Trucking
Eagle Crest Nursery	Sherwin Williams
El Korita Mexican Restaurant	Cristina Sirianni
Fatbelly Burgers	Slow Groovin'
Field 2 Fork Kitchen	Sopris Liquors
Flag Sand & Gravel	Strafe Outerwear
Glenwood Climbing Guides	Ken Tallman
James Heelan, CPA	The Topsy Trout
Hy-way Feed	Tory Thomas
Steve Kreidler	Ute Mountaineer
	White House Pizza
	Zheng Asian Bistro



\$20,202
VALUE OF IN-KIND CONTRIBUTIONS



656
PIZZA SLICES CONSUMED

Thank You to Our CORPORATE PARTNERS

COMMUNITY BUILDER \$15,000 +



BRIDGE BUILDER \$6,000 – \$9,999



TEAM BUILDER \$3,000 – \$5,999



AMBASSADOR \$500 – \$2,999



REALTORS FOR STEWARDSHIP



Thank you.

Our shared public lands in the Roaring Fork Valley and Middle Colorado watershed offer connection, revitalization, inspiration, and solace for residents and visitors alike. Roaring Fork Outdoor Volunteers is dedicated to uniting our entire community in caring for these invaluable natural places that offer us so much in return.

This endeavor involves investment in staff, partners, and volunteers to be trained in new skills required to meet the myriad stewardship needs of our region and deliver high quality results. For instance, our staff and volunteer crew leaders earned certifications in chainsaw and crosscut saw use, a vital component in meeting the growing demand for fire mitigation efforts throughout the region. We also attended workshops on sustainable trail design and advanced rock work - pivotal elements of our annual slate of Community Projects.

Unfortunately, only 60% of our annual project slate and even less of our professional development investments are adequately funded. Any projects on BLM land, the popular Red Hill in Carbondale, or in the town of Marble - among many other precious public places - are only possible with unrestricted funding.

THAT'S WHERE YOU COME IN.

As we set our sights on 2024, please help us bolster the unrestricted portion of RFOV's funding. Your contribution will enable us to invest more deeply in our people, respond promptly to emerging issues as they arise, and cultivate the financial resilience Roaring Fork Outdoor Volunteers needs to flourish for another 28 years.

With gratitude,

Your friends at RFOV

DONATE TODAY!

Your donation to
**Roaring Fork Outdoor
Volunteers** supports the
trailwork, restoration,
and stewardship
education that makes
our community resilient,
vibrant, and beautiful.



ROARING FORK OUTDOOR VOLUNTEERS

520 South Third Street, #32 | Carbondale, CO 81623

rfov.org

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Printing: Peczuh Printing | Graphic Design: Jo Scoville



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: South Bridge Update

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: City staff met with representatives of CDOT and FHWA on Thursday February 22nd in Denver to discuss the South Bridge project as it relates to potential changes to the design to bring the project under budget while maintaining the goals of the project. City staff presented our list of items to be considered – this list was an output of the Value Engineering (VE) study performed at the end of 2023 along with items identified by City staff over the past 6-8 weeks. The items identified may or may not ultimately be modified or removed from the project depending on project needs and the available funds for the project.

The result of the meeting are:

1. All parties agreed that a change of the bridge from a concrete segmented bridge to steel girder bridge would not require a new EA and would be an acceptable change.
2. All parties agreed that the following items could also be optimized/modified:
 - a. Deletion of the sidewalk on the west/south portion of the project. Pedestrian crossings will be provided at key points such as at the Coke Ovens and road intersections.
 - b. Start the project approximately 1200 LF to the south of the current project limits. The proposed start would be just to the south of Morgan St where the road improvements ended as part of the Cardiff Mesa Development. This may include removing the roundabout at Morgan/Airport road and medians. The sidewalk along the northern portion of Airport Road would be included to ensure a continuous sidewalk along the entire project.
 - c. Reduction in size, scale or elimination of water/sewer/storm water infrastructure that is not needed.
 - d. Elimination of the non-native landscaping and permanent irrigation throughout the project. This will eliminate the future water demand pressure on the water system and keep the current rural character of the area.
 - e. Lower the bridge elevation and increase the grade of South Bridge Road from the river to State Highway 82. These changes will drastically reduce the impacts on Holy Cross and the Jackson Ranch accesses, reduce the overall length of the bridge and reduce the amount of walls.
 - f. Eliminate curb/gutter and underground storm infrastructure on Airport Center Drive. A sidewalk connecting the Park East neighborhood to the sidewalk along Airport Road will remain in the project.
3. The overall cost savings are in the range of \$17M-\$20M.

There were several significant items/options that were discussed but the decision on whether they can be included has been deferred; FHWA wants additional information and time to review. Meetings have been set up to review in detail the following items:

1. Sound walls located along Airport Road in front of the Cardiff Glen Neighborhood.

2. Tunnel beneath the airport runway.

Issues: None at this time.

Fiscal Impact: None at this time.

Legal Review: None at this time.

Staff Recommendation: Staff Update.



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: City Manager

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: City Attorney

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Correspondence Incoming/Outgoing

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

To whom it may concern: Please include this in the next Glenwood Town Council packet and schedule it on the agenda to address immediately. Let me know when this is scheduled to be addressed.

To: The Glenwood Town Council:

I live at 45 Fairview Drive. I have not had trash service for over 24 years. I take my trash to my business location where I pay for trash service. I find it outrageous that I am now required to pay for trash service that I do not use nor have I ever used or paid for.

I have been told that you, the Glenwood Town Council, has voted not to allow any "Opt-outs". I refuse to pay for a service that I do not use. I have been paying my water bill, but not the trash service. As a result, the Town is now threatening to shut off my water. Please re-look at this decision right away.

Joel Mitchell
970-963-8603
45 Fairview Drive, Glenwood
soprisglass@sopris.net



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Council Social Event Location

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info: In compliance with the Colorado Open Meetings Act, Council will announce where they plan to go for a social gathering after City Council adjourns.

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
March 7, 2024

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: